

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

Dr. Tom Cabaniss, First Baptist Church

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

1. BOC - Changes to the Agenda

C. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - Shelter Donation from the Parkers
2. Communications and Outreach - NATOA National Video Awards
3. Risk Management - Recognition for 10 years of Loyal Business with Safety National
4. Tax Administration - Greg Belk Awards Recognition

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

F. CONSENT AGENDA

(Items listed under consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. County Manager - Arena Capital Purchase
2. County Manager - Purchase of Property for a Future High School
3. Finance - Contractual Incentive Payment for SMG (Cabarrus Arena)
4. Finance - Update of Investment Policy, List of Banking Institutions and List of Investment Officers
5. Infrastructure and Asset Management - Courthouse Expansion Project Schematic Design Approval
6. Infrastructure and Asset Management - Offer for Purchase of Surplus Ambulances
7. Sheriff's Office - Request to Award a Service Weapon to Sergeant Sara Price Upon Retirement
8. Tax Administration - Refund and Release Reports - October 2019

G. NEW BUSINESS

H. REPORTS

1. BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. County Manager - Monthly Building Activity Reports
4. County Manager - Monthly New Development Report
5. EDC - October 2019 Monthly Summary Report
6. Finance - Monthly Financial Update

I. GENERAL COMMENTS BY BOARD MEMBERS

J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

K. CLOSED SESSION

1. Closed Session - Pending Litigation, Economic Development and Personnel Matters

L. ADJOURN

Scheduled Meetings

November 20	Cabarrus Summit	6:00 p.m.	Cabarrus Arena
December 2	Work Session	4:00 p.m.	Multipurpose Room
December 16	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

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

**Cabarrus County Television Broadcast Schedule
Cabarrus County Board of Commissioners' Meetings**

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

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

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Approval or Correction of Minutes

SUBJECT:

Approval or Correction of Meeting Minutes

BRIEF SUMMARY:

The following meeting minutes are provided for correction or approval:

October 7, 2019 (Work Session)
October 21, 2019 (Strategic Plan Meeting)
October 21, 2019 (Regular Meeting)
October 29, 2019 (Joint Meeting)

REQUESTED ACTION:

Motion to approve the aforementioned meeting minutes as presented.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- ▢ October 7, 2019 Work Session Minutes
- ▢ October 21, 2019 Strategic Planning Meeting Minutes
- ▢ October 21, 2019 Regular Meeting Minutes
- ▢ October 29, 2019 Joint Meeting Minutes

The Board of Commissioners for the County of Cabarrus met for an Agenda Work Session in the Multipurpose Room at the Cabarrus County Governmental Center in Concord, North Carolina at 4:00 p.m. on Monday, October 7, 2019.

Present - Chairman:	Stephen M. Morris
Vice Chairman:	Diane R. Honeycutt
Commissioners:	F. Blake Kiger
	Elizabeth F. Poole
	Lynn W. Shue

Also present were Mike Downs, County Manager; Richard M. Koch, County Attorney; Jonathan Marshall, Deputy County Manager; Rodney Harris, Deputy County Manager; Kyle Bilafer, Area Manager of Operations; and Lauren Linker, Clerk to the Board.

Call to Order

Chairman Morris called the meeting to order at 4:01 p.m.

Approval of Agenda

Chairman Morris presented the following changes to the agenda:

Additions:

Discussion Items for Action

- 4.2 BOC - Resolution Amending the Board of Commissioners' 2019 Meeting Schedule

Removed:

Discussion Items for Action

- 4.1 CCS - Hickory Ridge Elementary School Road Improvement Funding Request
- 4.7 Library - MOU with the City of Concord

Closed Session

- 6.1 Closed Session - Pending Litigation and Economic Development

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved the agenda as amended.

Commissioners Poole and Kiger arrived at 4:03 p.m. and were present for the remainder of the meeting.

Discussion Items - No Action

Planning and Development - Census 2020 Presentation

Susie Morris, Planning and Zoning Manager, provided information regarding the upcoming census.

Mr. Peter Sabo, Local Partnership Specialists, U.S. Census Bureau, Census 2020, presented a PowerPoint presentation that included the following topics:

- Impact to Your Community
 - o Political Representation
 - o Money/Economic Impact
- North Carolina Response Rate
- Target Populations
- Data Usages
- 2020 Census New Initiatives
- Privacy and Confidentiality
- Complete Count Commission

A discussion ensued. During discussion, Mr. Sabo and Ms. Morris responded to questions from the Board. Lawanda Blair-Foster, Local Partnership Specialists, U.S. Census Bureau, Census 2020, was also in attendance.

Active Living and Parks Department - FY18-19 Annual Report

Londa Strong, Active Living and Parks Director, and Byron Haigler, Active Living and Parks Assistant Director, presented the FY18-19 Active Living and Parks Annual Report. Topics reviewed in the annual report addressed the following information:

- Number of Participants Utilizing Facilities and Programs

- Number of Participants Using the Parks
- Hosting Senior Games
- Received an Award for Programs and Activities Hosted in May, 2019
- Disc Golf
- Fishing
- Plant Identification of Plants and Animals
- Health Concessions Sales Increased at Frank Liske Park
- Tax Program
- Indoor Skydiving Programs
- Per Capita Cost for Senior Centers

A discussion ensued. During discussion, Mr. Haigler and Ms. Strong responded to questions from the Board.

BOC - Strategic Plan Draft Review

Robbie Furr, County Extension Director, provided an overview of the Strategic Plan process. Additionally, Mr. Furr presented a PowerPoint presentation that included the five goals identified through the process. The goals are as follows:

- Healthy and Safe Community
- Culture and Recreation
- Sustainable Growth and Development
- A Thriving Economy
- Transparent and Accountable Government

There was discussion throughout the presentation with Mr. Furr responding to questions from the Board.

Cabarrus Arena and Events Center - Presentation of Annual Report

Kenny Robinson, Service Management Group Corporation (SMG), Cabarrus Arena and Events Center General Manager, presented a PowerPoint presentation and the Cabarrus Arena and Events Center Annual Report for Fiscal Year 2019. Topics included were as follows:

- Record-Setting Performance
 - Food and Beverage Sales
 - Gross Revenues
 - Mid-Week Events
 - Events
- 10-Year Trend - Revenue and Net Income
- 5-Year Trend - Number of Events
- 5-Year Trend - Mid-Week Events
- Event Statistics by Event Type
- Sales Calls Became Events
- Guest Survey Results
- Event Promoter Survey Results
- Additional Notable Accomplishments

A discussion ensued. During discussion, Mr. Robinson responded to a variety of questions from the Board.

County Manager - Update on Project for Synthetic Turf Playing Fields

Mike Downs, County Manager, presented a proposed project working with the Cabarrus Visitor's Bureau (CVB) in connection with the installation of synthetic turf fields in an effort to attract and schedule additional events in the County.

Jonathan Marshall, Deputy County Manager, reported on the process and timeline involved in the installation of the fields.

Rodney Harris, Deputy County Manager, reported on the timeframes involved for procurement and bids.

Mr. Downs presented information on the funding and short-term interim financing for the CVB.

A lengthy discussion ensued. During discussion, Mr. Marshall, Mr. Downs, Brian Cone, Cabarrus County Schools (CCS), Director of Architecture, Planning

and Construction, and John Poole, Cabarrus Visitor's Bureau (CVB), Executive Vice President, responded to questions from the Board.

There was a consensus of the Board for staff to continue with the project.

Infrastructure and Asset Management - Human Services Center Lease Renewal

Kyle Bilafer, Area Manager of Operations, reported the owner of the Human Services Center building, Hughes Investments, Inc., has reached out to him to discuss the building lease renewal. The current renewal expires on May 31, 2022. The owner would like to extend the lease term to May 31, 2029, accompanied with a CPI adjustment in 2022. There has not been a Consumer Price Index (CPI) adjustment since 2012. The owner has discussed with the county, large ticket improvement/repair items such as the patio surface, parking lot, and parking lot lights. All of those items have been discussed with between the County and the owner in the past. Mr. Bilafer requested direction from the Board regarding discussions with the owner.

Mr. Downs provided additional information regarding future projections for the Department of Human Services.

A discussion ensued. During discussion, Mr. Downs and Mr. Bilafer responded to questions from the Board.

Innovation and Technology - Innovation Report

Todd Shanley, Information and Technology Services (ITS), Chief Information Officer, provided an overview of National Cybersecurity Awareness Month. Mr. Shanley also provided about this month's book selection for the digital book club, "The Cyber Conundrum."

Jack Dodd, ITS, Cybersecurity Administrator, presented a PowerPoint presentation as part of the 2019 National Cybersecurity Awareness Month, which included the following topics regarding security:

- Own it (digital footprint)
 - Know your data
 - Cell phone location tracking
 - Social media
 - Know who has your data
 - Know how your data is shared
- Secure it (digital footprint)
 - Strong passwords
 - Beware of Phishing
 - Multifactor authentication
- Protect it (digital footprint)
 - Don't trust the Internet
 - Guard your digital footprint
 - Monitor online interaction

Mr. Shanley reported ITS will be working with the libraries to provide the cybersecurity presentation to others in the community.

Discussion Items - For Action

BOC - Appointments to Boards and Committees

Chairman Morris reported information regarding requests for appointments for several boards and committees has been provided. He stated these items will be on the October Consent Agenda.

BOC - Resolution Amending the Board of Commissioners' 2019 Meeting Schedule

Chairman Morris reported the Board received information regarding a workshop meeting on October 21, 2019 at 4:30 p.m. in the Multipurpose Room of the Governmental Center to continue work on their strategic plan.

Additionally, the Board of Commissioners and Cabarrus County Schools Board of Education will hold a joint meeting, Tuesday, October 29, 2019 at 6:00 p.m. in the Multipurpose Room at the Governmental Center.

UPON MOTION of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board suspended its Rules of Procedure in order to take action on this item due to time constraints.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board adopted the Resolution Amending the Board of Commissioners' 2019 Meeting Schedule.

Resolution No. 2019-18

Resolution Amending the
Cabarrus County Board of Commissioners'
2019 Meeting Schedule

WHEREAS, on December 17, 2018, the Cabarrus County Board of Commissioners adopted a meeting schedule for calendar year 2019, which sets forth the dates, times and locations of various official county meetings;

WHEREAS, the Board desires to hold a joint meeting with the Cabarrus County Board of Education;

NOW, THEREFORE BE IT RESOLVED that the Cabarrus County Board of Commissioners hereby amends its 2019 Meeting Schedule as follows:

1. The Cabarrus County Board of Commissioners will be holding a special work meeting on October 21, 2019 at 4:30 p.m. in the Multipurpose Room of the Governmental Center to work on their strategic plan.
2. The Board of Commissioners will hold a joint meeting with the Cabarrus County Board of Education at 6:00 p.m. on October 29, 2019 in the Multipurpose Room at the Governmental Center in Concord, North Carolina.

ADOPTED this 7th day of August, 2019.

/s/ Stephen M. Morris
Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

/s/ Lauren Linker
Lauren Linker, Clerk to the Board

County Manager - Purchase of Right-of-Way for Road Improvements at West Cabarrus High School

Jonathan Marshall, Deputy County Manager, reported the County's real estate representatives, working with County and Cabarrus County Schools staff, have negotiated the purchase of a right-of-way on Weddington Road for required roadway improvements at West Cabarrus High School. Those roadway improvements were part of the original construction contract for the school but are being re-bid separately due to unfavorable pricing. The required right-of-way will not be affected as part of the re-bid process. Additionally, the cost is more than originally budgeted. However funds have been identified from the school construction funds for use. A budget amendment will be required. Mr. Marshall also responded to questions from the Board.

Human Resources - Personnel Ordinance Changes

Steve Langer, Fire Marshal, provided an update regarding the 24-hour fire fighters shift schedule along with the proposed start date.

Lundee Covington, Human Resources Director, reviewed the changes needed to the Personnel Ordinance to address the new schedule and benefit accrual requirements to support Fire Services going to a 24-hour schedule.

A brief discussion ensued.

Infrastructure and Asset Management - Bid Award for Trucks and Van

Michael Miller, Infrastructure and Asset Management Director, reported a formal bid for six trucks and one van was advertised on August 19, 2019. A total of one dealership submitted a bid for the various vehicles on August 28, 2019. Staff recommended to purchase all seven vehicles from Hilbish Ford for a total cost of \$235,578.42. He stated all bids received are within the total amount budgeted in the vehicle budget and include tax and tags.

A discussion ensued. During discussion, Mr. Miller and Rodney Harris, Deputy County Manager, responded to questions from the Board.

Infrastructure and Asset Management - Offer to Purchase of Surplus Ambulances

Michael Miller, Infrastructure and Asset Management Director, reported an offer of \$1,000 has been received from joinETA.com for the purchase of County Asset 8357, a 2014 Chevrolet ambulance (VIN: 1GB6G5CL1E1108867) and a second offer of \$1,000 has been received from joinETA.com for the purchase County Asset 8358, another 2014 Chevrolet ambulance (VIN: 1GB6G5CL6E1108279). Both of these ambulances were replaced with new units in FY19 and have been taken off of the road. He stated neither of these ambulances will run reliably at this time.

If the purchase goes through, joinETA.com plans to utilize the ambulance bodies and scrap the actual chassis from these two vehicles. JoinETA is a provider of non-emergent medical transportation. In order to accept this offer to purchase it is required to go through the standard upset bid process.

A brief discussion ensued.

Recycling / Waste Reduction - Replacement of Roll Off Truck

Kevin Grant, Sustainability Manager, presented a request to purchase a 2020 Mack Roll Off Truck. He stated the purchase will come from a state contract and funding will come from White Goods Funds.

Kristin Jones, Budget and Performance Manager, reported the cost of the truck is less than originally thought and is actually \$161,000.

A brief discussion ensued. During discussion Mr. Grant responded to questions from the Board.

Sheriff's Office - Approval in Inmate Housing Contract with Beaufort County

Chief Deputy James Bailey, Sheriff's Office, reported the Beaufort County Sheriff's Office is undergoing renovations to their detention center, which required them to temporarily move inmates to other facilities. Cabarrus County currently has available space to house some of the inmates Beaufort County is required to move. In that regard, Chief Deputy Bailey requested approval of an Interlocal Agreement, which allows for a set daily payment per inmate to be paid to Cabarrus County (65.00), and all ordinary and extraordinary medical costs to be covered by Beaufort County.

A discussion ensued. During discussion, Chief Deputy Bailey responded to questions from the Board.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board suspended its Rules of Procedure in order to take action on this item due to time constraints.

UPON MOTION of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the Interlocal Agreement between Cabarrus County and Beaufort County.

Sheriff's Office - Jail Housing and Annex Renovations and Repairs

Chief Deputy James Bailey, Sheriff's Office, reported renovations and repairs are needed to the Jail Housing Unit and Jail Annex in order to establish a legitimate Fire Plan that will comply with the requirements of the State Jail Inspector. Items included are: repair non-working water lines for toilets, sinks and showers; repair water leaks; remove chipping paint; and repaint walls and ceilings. Other renovations will be necessary for security to include ITS upgrades and replacements and communication system improvements.

Kristin Jones, Budget and Performance Manager, reported funds from the revenues received (in June and July) from housing inmates from Union County will be utilized for the renovations and repairs. Since they were received late in the fiscal year, a budget amendment appropriating fund balance will be needed to fund the projects.

Tax Administration - Schedule of Values, Standards and Rules

In preparation for the 2020 Revaluation Project, David Thrift, Tax Administrator, presented the proposed Market Value and Present Use Value Schedules, Standards and Rules on September 4, 2019. A public hearing was held on September 16, 2019 per NCGS 105-317. The next step requires the Board to adopt the Schedule, Standards and Rules.

Upon adoption: 105-317(3) requires the Board to issue an order of adoption and provide notice for four consecutive weeks. The notice shall state:

- a. That the Schedules, Standards and Rules to be used in the next scheduled reappraisal of property in the county have been adopted and are open to examination; and
- b. That a property owner who asserts that the Schedules, Standards and Rules are invalid may except to the order and appeal within 30 days of the date the notice of adoption was first published.

A brief discussion ensued. During discussion, Mr. Thrift responded to questions from the Board.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board suspended its Rules of Procedure in order to take action on this item due to time constraints.

UPON MOTION of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board adopted the Cabarrus County 2020 Market Value Schedule, Standards and Rules.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board adopted the Cabarrus County 2020 Present Use Value Schedule, Standards and Rules.

Tax Administration - Write-off of 2009 Real and Personal Property Taxes

David Thrift, Tax Administrator, reported the Tax Collections office has used all available resources, due diligence and remedies authorized by North Carolina General Statutes in attempts to collect all outstanding property taxes. However, the ten-year statute of limitations prevents the Tax Collector from using remedies to collect taxes that are more than ten years past due. NCGS 105-378a "USE OF REMEDIES BARRED" states that no county or municipality may maintain an action or procedure to enforce any remedy provided by law for the collection of taxes or the enforcement of any tax liens unless the action or procedure is instituted within ten years from the date the taxes became due. A list totaling \$342,855.38 was provided to the Board.

BOC - Approval of Regular Meeting Agenda

The Board discussed the placement of the items on the agenda.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board approved the October 21, 2019 regular meeting agenda as follows.

Approval or Correction of Minutes

- Approval or Correction of Minutes

Recognitions and Presentations

- Active Living and Parks - Recognition of Cabarrus County Senior Games Participants
- Active Living and Parks - Recognize Londa Strong for Receiving the NCRPA Fellow Award
- BOC - Red Ribbon Week 2019 Proclamation
- BOC - Veterans Day Proclamation
- Planning and Development - Weatherization Day 2019

Consent

- Appointments - Adult Care Home Community Advisory Committee
- Appointments - Juvenile Crime Prevention Council
- Appointments - Public Health Authority of Cabarrus County
- Appointments and Removals - Cabarrus County Youth Commission
- County Manager - Purchase of Right-of-Way for Road Improvements at West Cabarrus High School
- Human Resources - Personnel Ordinance Changes
- Infrastructure and Asset Management - Bid Award for Trucks and Vans
- Infrastructure and Asset Management - Offer for Purchase of Surplus Ambulances
- Recycling / Waste Reduction - Replacement of Roll Off Truck
- Sheriff's Office - Jail Housing and Annex Renovations and Repairs
- Tax Administration - Refund and Release Reports - September 2019

- Tax Administration - Write Off of 2009 Real and Personal Property Taxes

New Business

- Economic Development Investment - Project Kiwi - Reschedule Public Hearing
- Economic Development Investment - Project Sebastian - Public Hearing 6:30 p.m.

Reports

- BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
- BOC - Request for Applications for County Boards/Committees
- County Manager - Monthly Building Activity Reports
- County Manager - Monthly New Development Report
- EDC - September 2019 Monthly Summary Report
- Finance - Monthly Financial Update

Adjourn

UPON MOTION of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the meeting adjourned at 6:54 p.m.

Lauren Linker, Clerk to the Board

The Board of Commissioners for the County of Cabarrus met for a Strategic Planning Meeting in the Multipurpose Room at the Cabarrus County Governmental Center at 4:30 p.m. on Monday, October 21, 2019.

Present - Chairman: Stephen M. Morris
 Vice Chairman: Diane R. Honeycutt
 Commissioners: F. Blake Kiger
 Elizabeth F. Poole
 Lynn W. Shue

Also present were Jonathan Marshall, Deputy County Manager; Rodney Harris, Deputy County Manager; Lauren Linker, Clerk to the Board; and Robert Furr, Cooperative Extension Director.

Vice Chairman Honeycutt called the meeting to order at 4:36 p.m.

Strategic Plan Discussion

Robert Furr, Cooperative Extension Director, went through each main priority; Healthy and Safe Community, Culture and Recreation, Sustainable Growth and Development, a Thriving Economy and Transparent and Accountable Government. He went over all the goals and objectives staff worked on and assisted the Board as they narrowed their focus.

Chairman Morris arrived to the meeting at 4:54 p.m. and was present for the remainder of the meeting.

Commissioner Poole arrived to the meeting at 5:29 and was present for the remainder of the meeting.

Adjourn

UPON MOTION of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the meeting adjourned at 5:56 p.m.

Lauren Linker, Clerk to the Board

The Board of Commissioners for the County of Cabarrus met in regular session in the Commissioners' Meeting Room at the Cabarrus County Governmental Center in Concord, North Carolina at 6:30 p.m. on Monday, October 21, 2019.

Present - Chairman: Stephen M. Morris
 Vice Chairman: Diane R. Honeycutt
 Commissioners: F. Blake Kiger
 Elizabeth F. Poole
 Lynn W. Shue

Also present were Richard M. Koch, County Attorney; Jonathan Marshall, Deputy County Manager; Rodney Harris, Deputy County Manager; Kyle Bilafer, Area Manager of Operations; and Lauren Linker, Clerk to the Board.

Chairman Morris called the meeting to order at 6:31 p.m.

Girl Scout Troop 2377 from Center United Methodist Church conducted the Flag Ceremony. Scouts participating were: Kimberly Liske, Natalie Contreras, Victoria Cunningham, and Madison Horton.

Pastor Bob Page from Connect Church/Sharon Forest Baptist Church delivered the invocation.

Chairman Morris recognized Youth Commission Concord High School representative Grace Pfister.

(A) APPROVAL OR CORRECTION OF MINUTES

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board approved the minutes of August 21, 2019 (Cabarrus Summit), September 4, 2019 (Work Session) and September 16, 2019 (Regular Session) as presented.

(B) APPROVAL OF THE AGENDA

Chairman Morris reviewed the following changes to the agenda.

Additions:

Closed Session

K-1 Closed Session - Pending Litigation and Economic Development

Supplemental Information:

New Business

G-2 Economic Development Investment - project Sebastian - Public hearing 6:30 p.m.

- Project Overview
- Grant Analysis

UPON MOTION of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the agenda as amended.

(C) RECOGNITIONS AND PRESENTATIONS

(C-1) Active Living and Parks - Recognition of Cabarrus County Senior games Participants

Londa Strong, Active Living and Parks Director, and Susan Donaldson, Active Living and Parks, Active Living Project Manager recognized Cabarrus County participants of the National Senior Games. The participants were: Janet Buck, Jeff Hege, Marvin Martin, Jag Sankar, Jennifer Skinner, and Karla Williams. The following participants of the State Senior Games, which are still in progress are: Cathy Barry, Myra Baumgardner, Shirley Brewer, Janet Buck, Margaret Cleveland, Jeff Hege, Marvin Martin, Virginia Martin, Jerry Owen, Malli Plowman, Jag Sankar, Lynn Shires, Jennifer Skinner, Mary Watts and Karla Williams. The following past State participants were also recognized: Anita Helms, Earnie Morrissey, Mike Plowman, Ellie Poirier and Lynn Shires.

Ms. Strong provided an update on the Pickle Ball Tournament. She also commended Susan Donaldson for her hard work and all of the volunteerism for the tournament.

Chairman Morris commended everyone for their accomplishments.

(C-2) Active Living and Parks - Recognize Londa Strong for Receiving the NCRPA Fellow Award

Keith Jenkins, North Carolina Recreation and Parks Association (NCRPA), Board President, provided a history of the NCRPA Fellow Award.

Michelle Wells, North Carolina Recreation and Parks Association (NCRPA), Executive Director, recognized Londa Strong, Cabarrus County Active Living and Parks Director, on receiving the NCRPA Fellow Award. She also highlighted numerous accomplishments and examples of Ms. Strong's outstanding efforts during her years with the County.

Jonathan Marshall, Deputy County Manager, expressed appreciation for all of Ms. Strong's efforts for employees and the community.

Ms. Strong expressed appreciation.

(C-3) BOC - Red Ribbon Week 2019 Proclamation

Jon Henderson, Mecklenburg County Young Marines, Unit Commander, provided information on the goals of the Young Marines organization and requested the Board to adopt a proclamation in observance of Red Ribbon Week, October 23-31, 2019. Red Ribbon Week focuses on drug prevention efforts and supports a drug-free environment.

Mr. Henderson introduced Luke Adams and Levi Adams, both Young Marines Privates. Luke and Levi spoke briefly about their interest in the organization.

Chairman Morris read the proclamation aloud.

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2019-17

RED RIBBON WEEK 2019 PROCLAMATION

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Mecklenburg County Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol Commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration Special Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

NOW, THEREFORE, BE IT RESOLVED, that the Cabarrus County Board of Commissioners, do hereby proclaim October 23-31 as RED RIBBON WEEK in Cabarrus County, and urges all citizens to join in this special observance.

ADOPTED this 21st day of October, 2019.

/s/ Stephen M. Morris
Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

(C-4) BOC - Veterans Day Proclamation

Tony Miller, Veterans Services Director, read the proclamation aloud.

UPON MOTION of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2019-18

Proclamation

Veterans Day 2019

WHEREAS, America was founded on the principles of liberty, opportunity and justice for all; and

WHEREAS, America has called on her men and women in uniform to protect our national security, to preserve our rights and freedoms and to keep our democracy safe; and

WHEREAS, through their steadfast defense of America's ideals, our service members have ensured our country still stands strong, our founding principles still shine, and nations around the world know the blessings of freedom; and

WHEREAS, on Veterans Day November 11, 2019, we recognize the men and women of our Armed Forces who valiantly defended these values throughout our Nation's History; and

WHEREAS, we also remember and pay tribute to the American armed forces whose courage and sacrifice secures our freedom, keeps the peace and defends our values around the world;

NOW, THEREFORE, the Cabarrus County Board of Commissioners do hereby proclaim November 11, 2019 as National Veterans Day and call upon our citizens to always remember and honor our veterans, and those who continue to serve this country so willingly to preserve the principles of justice, freedom and democracy for all.

Adopted this 21st day of October, 2019.

/s/ Stephen M. Morris
Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Mr. Miller extended an invitation to everyone for the Veterans Program being held at the Boys and Girls Club on Monday, November 11, 2019 at 11:00 a.m.

(C-5) Planning and Development - Weatherization Day 2019

Kelly Sifford, Planning and Development Director, reported Cabarrus County has participated in the Weatherization Assistance Program for over 20 years. Funded by the US Department of Energy and the US Department of Health and Human Services, the program provides energy efficiency modifications such as additional insulation, air sealing, wrapping pipes, as well as health and safety improvements. This program is available to low income residents with priority being given to the elderly and the disabled. Weatherization Day is celebrated nationally each year on October 30th.

Ms. Sifford read the proclamation aloud.

UPON MOTION of Commissioner Kiger, seconded by Vice Chairman Honeycutt and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2019-19

Proclamation of Weatherization Day 2019

Whereas, October is National Energy Awareness Month, and October 30 is designated as National Weatherization Day; and

Whereas, the County of Cabarrus has a long standing commitment to conserve its resources and to help low-income households through its Weatherization Assistance Program; and

Whereas, the State of North Carolina has administered the Weatherization Assistance Program since its inception in 1976, providing a variety of state and federal resources through numerous community action agencies, housing

authorities and departments of local government that serve people in every county in the state; and

Whereas, it is important to recognize the importance of those programs that ensure that all residents, especially those living at or below the federal poverty level, have the opportunity to live in energy efficient, healthy, safe, and comfortable homes as provided for by the Weatherization Assistance Program;

Now, Therefore, Be It Resolved that the Cabarrus County Board of Commissioners do hereby proclaim October 30, 2019 as:

"Weatherization Day"

in the County of Cabarrus and urge all citizens to join in this observance.

Adopted this 21st day of October, 2019.

/s/ Stephen M. Morris_____
Stephen M. Morris, Chairman
Board of Commissioners

(D) INFORMAL COMMENTS

Chairman Morris opened the meeting for Informal Public Comments at 7:01 p.m. He stated each speaker would be limited to three minutes.

William Andrews, resident of 8050 Blades Trail in Denver, NC, spoke about the Cabarrus County Sports Hall of Fame. He invited everyone to attend the 9th Annual Cabarrus County Sports Hall of Fame Induction Ceremony being held at the Cabarrus County Boys and Girls Club on Saturday, October 26, 2019 at 5:00 p.m.

With there being no one else to address the Board, Chairman Morris closed that portion of the meeting.

(E) OLD BUSINESS

None.

(F) CONSENT

(F-1) Appointments - Adult Care Home Community Advisory Committee

Jack Boyer's term on the Adult Care Home Community Advisory Committee ended August 31st. He would like to serve another term. Mr. Boyer has served on this Board since 2009. An exception to the "length of service" provision of the Appointment Policy will be needed for him.

Diane Carlson's term on the Adult Care Advisory Committee ends October 31st. Ms. Carlson is also interested in serving another term.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board reappointed Jack Boyer to the Adult Care Home Community Advisory Committee for a three-year term ending August 31, 2022; including an exception to the "length of service" provision of the Appointment Policy.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board reappointed Diane Carlson to the Adult Care Home Community Advisory Committee for a three-year term ending October 31, 2022.

(F-2) Appointments - Juvenile Crime Prevention Council

An application has been received from Beth Street to serve on the Juvenile Crime Prevention Council (JCPC). The JCPC voted to recommend Ms. Street to fill the vacant "District Attorney/Designee" position at its September meeting. A letter of recommendation regarding this request was included in the agenda.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board appointed Beth Street to the Juvenile Crime Prevention Council as the "District Attorney/Designee" representative to complete an unexpired term ending June 30, 2020.

(F-3) Appointments - Public Health Authority of Cabarrus County

An application has been received for the Public Health Authority of Cabarrus County from Dr. Kimberly Dehler. She previously served as the Cabarrus Health Alliance Dental Director and is now in private practice in Cabarrus County. Dr. Dehler is eligible to fill the Practicing Dentist position on the Authority. A letter of recommendation is included in the agenda. Dr. Dehler resides in Mecklenburg County. An exception to the "residency" provision of the Appointment Policy will be needed for her.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board appointed Dr. Kimberly Dehler to the Public Health Authority of Cabarrus County as the Practicing Dentist representative for a three-year term ending June 30, 2022; including an exception to the "residency" provision of the Appointment Policy.

(F-4) Appointments and Removals - Cabarrus County Youth Commission

Due to end of terms and/or graduation, the Cabarrus County Youth Commission requests the following names to be removed from the roster:

Wesley Barnes - Hickory Ridge High School
 Billy Burris - A.L. Brown High School
 Jackson Lambert - Central High School
 Lance Cagle - Central High School
 Thomas Walter - Concord High School
 Brandon Gillespie - Cox Mill High School
 Avery Calkins - Hickory Ridge High School
 Stephan Anderson - Early College High School

The Youth Commission would like to recommend the following students to be appointed to the Cabarrus County Youth Commission for two-year terms ending June 30, 2021:

Zackary Brown - Northwest Cabarrus High School
 Jeffrey Greene - Central Cabarrus High School
 Taylor Hanson - Central Cabarrus High School
 Abigail Bringle - A.L. Brown High School
 Erica Carl - A.L. Brown High School
 Stephanie Crim - Concord High School
 Grace Pfister - Concord High School
 Brandon Lozano - Hickory Ridge High School
 Kayla Anderson - At-Large Representative: Early College High School

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board removed Wesley Barnes, Billy Burris, Jackson Lambert, Lance Cagle, Thomas Walter, Brandon Gillespie, Avery Calkins and Stephan Anderson from the Cabarrus County Youth Commission roster and thanked them for their service.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board appointed Zackary Brown, Jeffrey Greene, Taylor Hanson, Abigail Bringle, Erica Carl, Stephanie Crim, Grace Pfister, Brandon Lozano and Kayla Anderson to the Cabarrus County Youth Commission for two-year terms ending June 30, 2021.

(F-5) County Manager - Purchase of Right-of-Way for Road Improvements at West Cabarrus High School

The County real estate representatives, working with County and Cabarrus County Schools staff, have negotiated the purchase of a right-of-way on Weddington Road for the required roadway improvements at West Cabarrus High School. Those roadway improvements were part of the original construction contract for the school but are being re-bid separately due to unfavorable pricing. The required right-of-way will not be affected as part of the re-bid process. The total cost of the right-of-way is \$90,244.95.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved the purchase of a right-of-way for West Cabarrus High School Roadway improvements; and approved the budget amendment.

Date:	10/21/2019	Amount:	5,902.95
Dept. Head:	Susan Fearington, (prepared by Sarah Chesley)	Department:	Limited Obligation Bonds 2017 Fund
<input checked="" type="checkbox"/> Internal Transfer Within Department		<input type="checkbox"/> Transfer Between Departments/Funds	
		<input type="checkbox"/> Supplemental Request	

Additional funds are needed for a West Cabarrus High School right of way. Funding will come from the Administration Fee line item.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
369	9	7344-9801	Land Acquisition	4,712,145.26	5,902.95		4,718,048.21
369	9	7344-9485	Administration Fees	80,000.00		5,902.95	74,097.05

(F-6) Human Resources – Personnel Ordinance Changes

Several changes to the Personnel Ordinance are being proposed to address new schedule and benefit accrual requirements to support Fire Services going to a 24-hour schedule. A brief update on the squad was provided by Emergency Management at the work session.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved the recommended Personnel Ordinance changes.

(F-7) Infrastructure and Asset Management – Bid Award for Trucks and Van

A formal bid for six trucks and one van was advertised on August 19, 2019. A total of one dealership submitted a bid for the various vehicles on August 28, 2019. It is recommended to purchase all seven vehicles from Hilbish Ford for a total cost of \$235,578.42. All bids received are within the total amount budgeted in the vehicle budget and include tax and tags.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved the bid award and authorized the County Manager to execute the purchasing agreement between Cabarrus County and Hilbish Ford, subject to revision by the County Attorney.

(F-8) Infrastructure and Asset Management – Offer for Purchase of Surplus Ambulances

An offer of \$1,000 has been received from joinETA.com for the purchase of County Asset 8357, a 2014 Chevrolet ambulance (VIN: 1GB6G5CL1E1108867). A second offer of \$1,000 has been received from joinETA.com for the purchase County of Asset 8358, another 2014 Chevrolet ambulance (VIN: 1GB6G5CL6E1108279). Both of these ambulances were replaced with new units in FY19 and have been taken off of the road. Neither of these ambulances will run reliably at this time.

If the purchase goes through, joinETA.com plans to utilize the ambulance bodies and scrap the actual chassis from these two vehicles. JoinETA is a provider of non-emergent medical transportation. In order to accept this offer to purchase, it is required to go through the standard upset bid process.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board conditionally accepted the initial bid from joinETA.com of \$1,000 for each ambulance and commenced the upset bid process.

(F-9) Recycling / Waste Reduction – Replacement of Roll Off Truck

The Recycling / Waste Reduction Department is requesting approval to purchase a 2020 Mack Roll Off Truck. The purchase of a roll off truck is included in the FY2020 Capital Improvement Funds. The roll off truck is being purchased under NC DOT Statewide Term Contract 070E - 35,000 & 50,000 - 70,000 GVWR Cab and Chassis Trucks.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board authorized the purchase of one (1) roll off truck with hoist and tarp from Transource, Inc. utilizing the above referenced contract; and approved the budget amendment.

Date: 10/21/2019	Amount: \$ 161,000.00						
Dept. Head: Susan Fearnington (prepared by Sarah Chesley)	Department: Finance						
<input type="checkbox"/> Internal Transfer Within Department <input type="checkbox"/> Transfer Between Departments/Funds <input checked="" type="checkbox"/> Supplemental Request							
To appropriate fund balance for a roll off truck for waste reduction/recycling. This purchase was part of the FY 20 CIP process to be purchased with white good funds. The excess white good funds rolled to fund balance at fiscal year end 19 and therefore fund balance has to be appropriated to purchase this vehicle in FY 20.							
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	4620-6901	Fund Balance Appropriated	21,494.81	161,000.00		182,494.81
001	9	4620-9863	Motor Vehicles	-	161,000.00		161,000.00

(F-10) Sheriff's Office - Jail Housing and Annex Renovations and Repairs

Renovations and repairs are needed to the Jail Housing Unit and Jail Annex in order to establish a legitimate Fire Plan that will comply with the requirements of the State Jail Inspector. Included in the maintenance of the facility will include: repairing non-working water lines for toilets, sinks and showers, fixing water leaks, removing chipping paint and repainting walls and ceilings. Other renovations will be necessary for security to include ITS upgrades and replacements and communication system improvements.

The funds to be utilized for these renovations are from the Detention Center housing inmates from Union County during February and March but were not received until June and July. Since they were received late in the fiscal year, a budget amendment appropriating fund balance will need to take place in order to fund these projects.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved the budget amendment.

Date: 10/21/2019	Amount: 151,030.00						
Dept. Head: Kristin Jones	Department: Sheriff's Office						
<input type="checkbox"/> Internal Transfer Within Department <input type="checkbox"/> Transfer Between Departments/Funds <input checked="" type="checkbox"/> Supplemental Request							
Purpose: Renovations and repairs are needed to the Jail Housing Unit and Jail Annex in order to establish a legitimate Fire Plan that will comply with the requirements of the State Jail Inspector. Included in the maintenance of the facility will include: repairing non-working water lines for toilets, sinks and showers, fixing water leaks, removing chipping paint and repainting walls and ceilings. Other renovations will be necessary for security to include ITS upgrades and replacements and communication system improvements. The funds to be utilized for these renovations are from the Detention Center housing inmates from Union County during February and March but were not received until June and July. Since they were received late in the fiscal year, a budget amendment appropriating fund balance will need to take place in order to fund these projects.							
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2130/6901	Fund Balance Appropriation	20,875.00	151,030.00		171,905.00
001	9	1952/9501/SODC	Building and Ground Maintenance-SODC	312,000.00	151,030.00		463,030.00

(F-11) Tax Administration - Refund and Release Reports - September 2019

The Release Report contains taxpayers' names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.

Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved the September 2019 Refund and Release Reports as submitted, including the NCVTS Refund Report, and granted authority to the Tax Collector to process the refunds and releases. The report is hereby incorporated into the minutes by reference and is on file with the Clerk to the Board.

(F-12) Tax Administration - Write-Off of 2009 Real and Personal Property Taxes

The Tax Collections office uses all available resources, due diligence and remedies authorized by North Carolina General Statutes in attempt to collect all outstanding property taxes. However, the ten-year statute of limitations prevents the Tax Collector from using remedies to collect taxes that are more than ten years past due. NCGS 105-378a "USE OF REMEDIES BARRED" states that no county or municipality may maintain an action or procedure to enforce any remedy provided by law for the collection of taxes or the enforcement of any tax liens unless the action or procedure is instituted within ten years from the date the taxes became due.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved the write-off of all outstanding 2009 real and personal property taxes as of September 1, 2009 for Cabarrus County and all municipal jurisdictions for which the county collects.

(G) NEW BUSINESS

(G-1) Economic Development Investment - Project Kiwi - Reschedule Public Hearing

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board rescheduled the public hearing for an Economic Development Investment for Project Kiwi for November 18, 2019 at 6:30 p.m. or as soon thereafter as persons may be heard.

(G-2) Economic Development Investment - Project Sebastian - Public Hearing 6:30 p.m.

Samantha Grass, Cabarrus Economic Development Corporation (EDC), Recruitment Project Manager, presented a request for an economic development investment for Project Sebastian (Inland Seafood) pursuant to North Carolina General Statute 158.7.1. Project Sebastian proposes to locate at 8501 Westmoreland Drive NW (PIN: 46900638270000) in Concord with a projected investment of approximately \$12,500,000 in real and personal property. There are 100 jobs associated with this project and they plan to create an additional 30-50 new positions with average wages above our current County average wage. A three-year grant equivalent to 85 percent of the ad valorem taxes is requested. A public hearing is required.

Cabarrus County Economic Development Grant Analysis - Project Sebastian

	Year 1	Year 2	Year 3
Total Assessed Value	\$12,500,000.00	\$12,500,000.00	\$12,500,000.00
County Taxes at .74	\$92,500.00	\$92,500.00	\$92,500.00
Grant @ 85%	\$78,625.00	\$78,625.00	\$78,625.00
Net Taxes to County	\$13,875.00	\$13,875.00	\$13,875.00
		3 Year Taxes	\$277,500.00
		3 Year Grant	\$235,875.00
		3 Year Net Revenue	\$41,625.00

Chairman Morris opened the public hearing at 7:08 p.m. The Public Hearing notice was posted on the County's website (www.cabarruscounty.us) on October 8, 2019 in accordance with Article 2, Administration, Section 2.1 (Use of Electronic Means to Provide Public Notices) of the Cabarrus County Code of Ordinances.

There was no one present to address the Board; therefore, Chairman Morris closed the public hearing.

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved an economic development agreement (3 years, 85 percent) between Project Sebastian (Inland Seafood) and Cabarrus County, and authorized the County Manager to execute the Agreement on behalf of the Board, subject to review or revision by the County Attorney.

(H) REPORTS

(H-1) BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees

Commissioner Kiger announced the Farmington Groundbreaking Ceremony in Harrisburg is on Friday, October 25, 2019 at 10:00 a.m.

Vice Chairman commented on the Touch-A-Truck event at the Arena and Events Center. She also gave a list of upcoming events through the Active Living and Parks Department.

Chairman Morris commented on the Kannapolis Street Opening event in downtown Kannapolis. He also announced the Kannapolis baseball team (The Intimidators) will announce their new name on Wednesday, October 23, 2019.

(H-2) Board of Commissioners - Request for Applications for County Boards/Committees

Applications are being accepted for the following County Boards/Committees:

- Adult Care Home Community Advisory Committee - 7 Vacant Positions
- Charlotte Douglas International Airport Commission - 1 Position Expiring Soon
- Concord Planning and Zoning Commission (ETJ) - 1 Vacant Position
- Harrisburg Fire Advisory Board (ETJ) - 1 Vacant Position
- Home and Community Care Block Grant Committee - 6 Positions Expiring Soon
- Human Services Advisory Committee - 3 Positions Expiring Soon
- Juvenile Crime Prevention Council - 1 Vacant Position (Student Under 18 CCS)
- Mental Health Advisory Board - 13 Positions Expiring Soon
- Nursing Home Community Advisory Committee - 8 Vacant Positions
- Region F Aging Advisory Committee - 1 Vacant Position
- Senior Centers Advisory Council - 5 Positions Expiring Soon
- Transportation Advisory Board - 3 Vacant Positions (Midland, NC Mental Health, and Clergy)
- Youth Commission - 5 Vacant Positions (Cox Mill, Hickory Ridge, Jay M. Robinson, and Mount Pleasant High Schools)

Chairman Morris urged citizens to consider participating on a Board or Committee.

(H-3) County Manager - Monthly Building Activity Reports

The Board received the Cabarrus County Construction Standards Dodge Report for September 2019 and the Cabarrus County Commercial Building Plan Review Summary for September 2019 for informational purposes as part of the Agenda. No action was required of the Board.

(H-4) County Manager - Monthly New Development Report

The Board received the monthly new development report for informational purposes. No action was required of the Board.

(H-5) Economic Development Corporation - September 2019 Monthly Summary Report

The Board received the Cabarrus Economic Development Corporation (EDC) monthly report for the month of September 2019 as part of the Agenda. No action was required of the Board.

(H-6) Finance - Monthly Financial Update

The Board received the monthly financial update report for informational purposes. No action was required of the Board.

(I) GENERAL COMMENTS BY BOARD MEMBERS

Commissioners Shue and Poole gave an update on the Charlotte Airport Academy they recently attended.

(J) WATER AND SEWER DISTRICT OF CABARRUS COUNTY

None.

(K) CLOSED SESSION

(K-1) Closed Session - Pending Litigation and Economic Development

UPON MOTION of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board moved to go into closed session to discuss matters related to pending litigation and economic development as authorized by NCGS 143-318.11(a)(3) and (4).

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board moved to come out of closed session.

Return to Open Session

UPON MOTION of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board scheduled a public hearing for an economic

development investment for Project Rooney for November 18, 2019 at 6:30 p.m. or as soon thereafter as persons may be heard.

(L) ADJOURN

UPON MOTION of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the meeting adjourned at 8:47 p.m.

Lauren Linker, Clerk to the Board

DRAFT

The Board of Commissioners for the County of Cabarrus met for a Joint Meeting with the Cabarrus County Schools Board of Education in the Multipurpose Room at the Cabarrus County Governmental Center in Concord, North Carolina at 6:00 p.m. on Tuesday, October 29, 2019.

Present - Chairman:	Stephen M. Morris
Vice Chairman:	Diane R. Honeycutt
Commissioners:	F. Blake Kiger
	Elizabeth F. Poole
	Lynn W. Shue

Also present were Mike Downs, County Manager; Jonathan Marshall, Deputy County Manager; Rodney Harris, Deputy County Manager; Kyle Bilafer, Area Manager of Operations; Lauren Linker, Clerk to the Board; Susan Fearrington, Finance Director; Kristin Jones, Budget and Performance Manager; and Lauren Tayara, Budget Analyst.

The following persons representing Cabarrus County Schools were also present:

Dr. Chip Lowder, Cabarrus County Schools (CCS), Superintendent; Kelly Kluttz, Cabarrus County Schools (CCS), Chief Finance Officer; Cindy Fertenbaugh, Cabarrus County Schools Board of Education Chair; Rob Walter, Cabarrus County Schools Board of Education Vice Chair; and Cabarrus County Schools Board of Education Members: Carolyn Carpenter, Holly Grimsley, David Harrison and Barry Shoemaker.

Call to Order

Chairman Morris called the meeting to order at 6:00 p.m.

Presentation on Board Relationships and Cooperation

Cindy Fertenbaugh, Board of Education Chair, presented an overview of the agenda.

Kelly Kluttz, Cabarrus County Schools (CCS), Chief Financial Officer, announced tonight's presentation was the panel discussion presented at the North Carolina Association of County Commissioners (NCACC), by her, Pam Dubois, former Cabarrus County Senior Deputy County Manager, and Lauren Tayara, Cabarrus County Budget Analyst. Ms. Kluttz stated the panel discussion will also be presented at the North Carolina School Boards Association Annual Conference in November.

Ms. Kluttz and Chairman Morris commented on the following topics included in the presentation:

- Local Board of Education Roles and Responsibilities
- County Commissioners Roles and Responsibilities (in connection with public education)

Ms. Dubois, Ms. Kluttz and Ms. Tayara presented the following topics which were part of the panel discussion:

- Status and type of funding agreements between your county and school board
- Who are the individuals (positions) in your county that are involved in working out the agreement and getting to a place acceptable to everyone
- What were/are the biggest challenges that happened while developing the agreement? Are there roadblocks that others could avoid?
- What is the county board/school board working relationship like now? Are there things that the boards would like to do with the agreement?

Ms. Kluttz continued the presentation which included the following topics:

- Fund balance for schools
 - o Cash flow
 - o Unknowns
 - o No Budget / Delayed Budget
- State Funding - why do we need it, continued
- The Unknown - Why do we need it, continued
- No State Budget / Delayed Budget

A brief discussion ensued.

History of Teacher Supplement Increases

Kelly Kluttz, Cabarrus County Schools (CCS), Chief Financial Officer, provided the current status and a history of the teacher supplements. Ms. Kluttz accredited the success of the current status to the communications between both boards and both staffs.

Debt and Capital Needs Overview

Rodney Harris, Deputy County Manager, presented a PowerPoint presentation regarding debt and capital needs. The presentation included the following topics:

- Capital Basics
 - Definition
 - Funding Options
 - Current Revenue
 - Property Tax
 - Sales Tax
 - Fees
 - Permits
 - Fund Balance
 - Can Transfer Unassigned Fund Balance Over 15% to Capital Reserve
 - Debt
 - Bonds
 - Installment Financing
- Debt Capacity
- Capital Needs
- Upcoming Changes

There was discussion throughout the presentation. During discussion, Mr. Harris and Mike Downs, County Manager, responded to questions.

Operating Costs/Impacts of Opening New Schools

Kelly Kluttz, Cabarrus County Schools (CCS), Chief Financial Officer, provided a PowerPoint presentation regarding costs associated with the schools outside of capital costs. Costs included and discussed were as follows:

- Locally paid positions
- Unique positions at each school
- Local operating costs new school construction
- Capital costs – school size

A discussion ensued. During discussion, Ms. Kluttz responded to questions.

Cabarrus County Schools Capital Plan Priorities and Estimated Costs

Brian Schultz, Cabarrus County Schools (CCS), Assistant Superintendent of Auxiliary Services, provided a PowerPoint presentation regarding the schools capital priorities. The following topics were addressed:

- Priorities – Capital Plan Development
 - Funding
 - Borrowing capacity
 - State
 - Local
 - Age of existing facilities
 - Safety and security
 - Accessibility
 - School boundaries and feeder patterns
 - Number of students
 - Trip to and from school
 - Student matriculation
 - Growth projections
 - Where is the growth occurring
 - Functionality
 - Program purpose
 - Flow of staff and building operation and movement
 - School capacity

- How many seats available for the area
 - Land availability
 - Location
 - Land banking
 - Infrastructure and development
- Capital Plan Sequencing Beliefs
 - Prioritization of replacing 2 aging downtown Concord schools with opportunities for capacity growth
 - Prioritization of northwest section of Cabarrus County due to rapid growth
 - Additional of Beverly Hills Elementary to the capital plan
 - Prioritize capital projects to meet the needs of the students, families and development of Cabarrus County
 - Provide the Cabarrus County Commissioners a prioritized list of capital projects for funding purposes
- Projects/Facilities that match CCS goals and beliefs
 - New middle school feeder for JM Robinson High School (JMRHS) - \$54,000,000
 - New R. Brown McAllister Elementary - \$33,000,000
 - Land for Coltrane-Webb Elementary School (CWES) (if available) - \$2,000,000
 - New Coltrane-Webb Elementary - \$31,000,000
 - New Opportunity School - \$5,000,00
 - New Beverly Hills Elementary - \$24,000,000
 - New High School (Northwest Cabarrus High School, NCHS - \$83,000,000
 - Open renovation of Northwest Cabarrus Middle School (NCMS) (Former NCHS facility) - \$25,000,000
 - Open renovation of Northwest Cabarrus Elementary School (NCES) (former NCMS facility) - \$5,000,000
 - Open renovation of Mary Frances Wall (MFW) (former RBMES facility - \$10,000,000
 - Open renovation of Central Offices (former MFW facility) and auxiliary satellite - \$15,000,000
 - Land for additional high school (Central Cabarrus High School (CCHS) replace/expand) - \$4,000,000

Mr. Schultz reported on October 14, 2019, the Cabarrus County School Board voted on the following finalized sequential order of capital projects:

Priority	Project/Facility Priority Order / (Not Project Completion Order)	Budget*
1	New feeder Middle School for growth (JMRHS feeder) - 2022	\$54 Million
2	New R Brown McAllister Elementary School	\$33 Million
3	New High School for growth- (NCHS)	\$83.5 Million
4	Purchase land for CWES (if available)	\$2 Million
5	New Coltrane-Webb Elementary**	\$31 Million
6	New Opportunity School	\$5 Million
7	Renovation for Mary Frances Wall (Former R. Brown McAllister Facility)	\$10 Million
8	Renovation for Central Offices (Former MFW Facility) and auxiliary satellites	\$15 Million
9	Renovation for NCMS (Former NCHS Facility)	\$25 Million
10	Renovation for NCES (Former NCMS Facility)	\$5 Million
11	New Beverly Hills Elementary School	\$24 Million
12	Purchase land for high school (CCHS Replace/Expand)	\$4 Million

*Estimated Costs

Total: \$291.5 Million

Jonathan Marshall, Deputy County Manager, provided information regarding land banking for schools. Mr. Marshall also discussed county capital projects, needs and the additional costs associated with them.

There was continued discussion throughout the presentation.

Vice Chairman Honeycutt left the meeting at 7:45 p.m.

Next Steps

Cindy Fertenbaugh, Board of Education Chair, announced the dates for the Board of Education’s budget meetings have been set. She stated invitations will be sent out to the commissioners and staff. She advised the Board of Education will also meet to work with the Board of Commissioners and county staff for next year’s budget.

Adjourn

UPON MOTION of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the meeting adjourned at 7:55 p.m.

Lauren Linker, Clerk to the Board

DRAFT

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Approval of the Agenda

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
NOVEMBER 18, 2019**

ADDITIONS:

Closed Session

K-1 Closed Session – Pending Litigation, Economic Development and Personnel Matters

REMOVED:

New Business

G-1 Economic Development Investment – Project Rooney – Public Hearing 6:30 p.m.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Recognitions and Presentations

SUBJECT:

Active Living and Parks - Shelter Donation from the Parkers

BRIEF SUMMARY:

John and Rachel Parker have been supporters of the Active Living and Parks Department for many years. They have provided monetary support as well as volunteer hours over the years. The Parker Shelter at Frank Liske Park is named for their son and was paid for by the Parkers.

John has served four 3-year terms on the ALP Commission beginning in the late 70's with his latest term ending in 2016. He also was liaison to the Senior Center Advisory Council his last 3-year term.

John and Rachel love Rob Wallace Park and want to see more shelters and amenities there. They have proven this by designating a specific amount of funding to provide a Shelter at Rob Wallace Park in their Last Will and Testament. There is a depiction of the John and Rachel Parker Shelter as a guide for when this comes to fruition.

REQUESTED ACTION:

Recognize John and Rachel Parker.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Recognitions and Presentations

SUBJECT:

Communications and Outreach - NATOA National Video Awards

BRIEF SUMMARY:

Cabarrus County Television (CabCo TV), produced by Cabarrus County Communications & Outreach Department, was honored by the National Association of Telecommunications Officers and Advisors (NATOA) as an award winner at the 34th Annual Government Programming Awards in Tampa, Florida on September 26, 2019.

This year, NATOA received more than 945 entries submitted by local governments from across the country. CabCo TV won a first place Award of Excellence in the Documentary category for "Historical Moments – Early Movie Theaters in Cabarrus County" and an Award of Honor in the Interview/Talk Show category for "Out & About with Lynn – Suther Prairie Farm."

"Historical Moments" is a 25-episode historical documentary series about Cabarrus County, which has won numerous national and state awards. Hosted by historian Clarence Horton, it's one of the most popular programs on CabCo TV.

"Out & About" is a national and state award-winning interview program. Hosted by Cabarrus County commissioners, the show explores topics of interest and impact to Cabarrus County residents. Filmed entirely on location, the show highlights various locations throughout the county. The Suther Prairie episode highlights the Farm's historical importance and the environmental impact of conservation easements on our region.

You can watch these award-winning programs on Cabarrus County Television, accessible on Spectrum Cable Channel 22, [YouTube.com/cabarruscounty](https://www.youtube.com/cabarruscounty) or by livestream on

www.cabarruscounty.us/live.

REQUESTED ACTION:

Recognize Cabarrus County Television staff for award.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

David Baxter, General Manager, Cabarrus County TV

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

▣ Press Release

Cabarrus County Television (CabCo TV), produced by Cabarrus County Communications & Outreach Department, was honored by the National Association of Telecommunications Officers and Advisors (NATOA) as an award winner at the 34th Annual Government Programming Awards in Tampa Florida on September 26, 2019. This year NATOA received more than 945 entries submitted by local governments from across the country and CabCo TV won a first place Award of Excellence in the Documentary category for “Historical Moments – Early Movie Theaters in Cabarrus County” and an Award of Honor in the Interview/Talk Show category for “Out & About with Lynn – Suther Prairie Farm.

Historical Moments is a 25 episode historical documentary series about Cabarrus County which has won numerous national and state awards. Hosted by historian Clarence Horton it is one of the most popular programs on CabCo TV and this nationally award winning entry is about the Early Movie Theaters in the Cabarrus County.

Out & About is another national and state award winning interview program hosted by Cabarrus County commissioners exploring topics of interest and impact to Cabarrus County residents. Filmed entirely on location, this program showcases various locations throughout the county. This show highlights the environment impact and historical importance of the Suther Prairie Farm and conservation easements to our region.

These award-winning programs can be watched on Cabarrus County Television on Spectrum cable Channel 22, www.YouTube.com/cabarruscounty , or livestream on www.cabarruscounty.us

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Recognitions and Presentations

SUBJECT:

Risk Management - Recognition for 10 years of Loyal Business with Safety National

BRIEF SUMMARY:

Safety National has donated \$1,000 to Kid's Chance of North Carolina on behalf of Cabarrus County for 10 years of loyal business. Kid's Chance of North Carolina provides educational scholarships to the children of North Carolina workers who have been catastrophically or fatally injured in work-related accidents. Safety National is the policyholder for the County's Excess and Large Deductible Workers' Compensation plan.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

Tom Nunn, Contract and Risk Coordinator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- ▣ Appreciation Card
- ▣ Kids' Choice of NC email

Thank you for your business!

Sincerely,

Jennifer McKee and Vanessa Annunziata

*Please note that a \$1,000 donation is being made to
Kid's Chance on your company's behalf.*

Thomas Nunn

From: Kara Faust <kfaust@carolinacasemgmt.com>
Sent: Wednesday, October 09, 2019 1:05 PM
To: Thomas Nunn; kbilafer@cabarruscounty.us
Subject: Kids' Chance of NC

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Dear Tom and Kyle,

Thank you and the Cabarrus County for your generous donation of \$1,000 to Kids' Chance of NC! Our goal is more money for more kids and you certainly have helped with this goal! We currently have 11 children on scholarship and they are so grateful to have this help! These are great kids doing great things in life!

Thank you again for helping make this happen!

Kara Faust

Kids' Chance of NC

--

Kara Faust

Director of Marketing

Carolina Case Management and Rehabilitation Services, Inc.

Charlotte, NC

Phone (704)-678-5272

fax 1-888-370-5017

email: kfaust@carolinacasemgmt.com

Referrals Phone 800-546-9636

Referrals Fax 888-370-5017

Confidential Notice: This e-mail and any attachments may contain confidential & privileged information for use of designated recipients named above. If you are not the named recipient, you have received this in error and disclosure, distribution, and copying is prohibited. If received in error, please destroy all copies and notify sender immediately. Thank you.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Recognitions and Presentations

SUBJECT:

Tax Administration - Greg Belk Awards Recognition

BRIEF SUMMARY:

Greg Belk has been recognized with two awards from the North Carolina Property Mapper's Association:

"2019 Mapper of the Year" & "President's Pride Award"

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

County Manager - Arena Capital Purchase

BRIEF SUMMARY:

As part of the agreement between Cabarrus County and SMG, SMG contributed \$150,000 to Cabarrus County for capital improvement and capital equipment purchases related to the facility in 2016. Of the total \$150,000 contributed, \$41,437.78 remains unspent. The Arena is requesting to purchase security vestibules to further ensure safety at all events. In order to fund these capital purchases, an appropriation of fund balance is necessary via a budget amendment since the funds haven't been reappropriated since 2016 and therefore have fallen to fund balance. Moving forward, these funds will be placed in a capital project account so they do not have to be reappropriated every budget year.

REQUESTED ACTION:

Motion to adopt the budget amendment and related project ordinance.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kenneth Robinson, General Manager, Arena and Event Center
Kristin Jones, Budget and Performance Manager
Jonathan Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- ▣ Arena Agreement
- ▣ Capital Purchases to Date
- ▣ Budget Amendment
- ▣ Project Ordinance

MANAGEMENT AGREEMENT
BETWEEN
CABARRUS COUNTY, NORTH CAROLINA
AND
SMG

Dated as of July 28, 2015

MANAGEMENT AGREEMENT

1st ~~28th~~ day of July, 2015 by and between Cabarrus County, North Carolina, a political subdivision of the State of North Carolina (the "County"), and SMG, a Pennsylvania general partnership, whose current address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 ("SMG").

BACKGROUND

The County is the owner and current operator and manager of the Cabarrus Arena and Events Center located in the County of Cabarrus, North Carolina ("Facility").

SMG is engaged, among other things, in the business of providing management services, including operations and marketing services for public assembly facilities.

The County desires to engage SMG, and SMG desires to accept such engagement, to provide management services for the Facility on the terms and conditions set forth herein.

The County intends to work in mutual accord with SMG in order to ensure provision of high quality management services, thereby enhancing the use and enjoyment of the Facility.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

"ADA" – the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213 as amended by the Civil Rights Act of 1991 (42 U.S.C. Section 1981(a)), as it now exists and as it may be amended in the future by statute or judicial interpretation.

"Affiliate" – a Person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified Person. For purposes of this definition, "control" means ownership of equity securities or other ownership interests that represent more than 40% of the voting power in the controlled Person.

"Approved Budget" – any budget submitted by SMG and approved by the County pursuant to Section 5 hereof.

"CERCLA" – the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act.

“Capital Equipment” – any and all furniture, fixtures, machinery or equipment, either additional or replacement, having a per item original cost of \$100,000.00 or more and an expected useful life of more than one year.

“Capital Improvements” – any and all building additions, alterations, renovations, repairs or improvements that have an initial dollar cost of not less than \$100,000.00 per project.

“County” – as defined in this first paragraph of this Agreement.

“Contract Administrator” -- the designated administrative official of the County as from time to time appointed by the County, or such individual person(s) as may from time to time be authorized in writing by such administrative official to act for him/her with respect to any or all matters pertaining to this Agreement.

“Event Expenses” – any and all expenses incurred or payments made by SMG in connection with the occurrence of events at the Facility, including but not limited to costs for event staffing including ushers, ticket takers, security and other event staff, and costs relating to setup and cleanup.

“Facility” – as defined in the first paragraph of the Background section of this Agreement.

“Facility Policy Manual” – the policy manual provided by SMG to the County containing certain operating and employment policies customarily utilized by SMG in connection with the management of a public assembly facility such as the Facility.

“Fair” – as defined in Section 2.6 hereof.

“Fiscal Year” – a one year period beginning July 1 and ending June 30.

“Laws” – all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

“Losses” – any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys’ fees and costs).

“Management Term” – as defined in Section 3.2 hereof.

“Net Operating Loss/Profit -- with respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year, in the case of a loss, and the excess, if any, of Operating Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year, in the case of a profit.

“Operating Expenses” – (a) any and all expenses and expenditures of whatever kind or nature incurred by SMG in promoting, operating, maintaining and managing the Facility, provided that the same have been budgeted, are otherwise contemplated by this Agreement (e.g.

an increase over budgeted Operating Expenses due to an increase in event activity) or such expense is otherwise approved in writing by the County, including, but not limited to: employee compensation and related expenses (e.g., base salaries, bonuses, severance and car allowances), employee benefits and related costs (e.g., relocation and other related expenses pursuant to SMG's relocation policy (a copy of which is included in the Facility Policy Manual), parking and other fringe benefits), supplies, material and parts costs, costs of any interns and independent contractors, advertising, marketing and public relations costs and commissions, janitorial and cleaning expenses, data processing costs, dues, subscriptions and membership costs, the costs of procuring, administering and maintaining the insurance referred to in Section 8 below (including, without limitation, the amount of any premium or deductible under any such policy), amounts expended to procure and maintain permits and licenses, charges, taxes, excises, penalties (except where incurred due to SMG's or its employees', agents', licensees', concessionaires', promoters', performers' or contractors' negligent or intentional acts or omissions) and fees, professional fees, printing and stationery costs, Event Expenses, postage and freight costs, equipment rental costs, computer equipment leases and line charges, repairs and maintenance costs (e.g., elevators and HVAC), security expenses, utility and telephone charges, travel and entertainment expenses in accordance with SMG's policies (a copy of which is included in the Facility Policy Manual), the cost of employee uniforms, safety and medical expenses, exterminator and waste disposal costs, costs relating to the maintenance of signage inventory and systems, the cost of annual independent audits of the Facility, the cost of compliance with laws and regulations, costs incurred under agreements, commitments, licenses and contracts executed by SMG as provided in Section 2.3(c) hereof, and the fixed management fees payable to SMG pursuant to Section 4.1 below, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis; provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Improvements and Capital Equipment purchases or the incentive fee payable pursuant to Section 4.2 below and any expenses relating to SMG personnel based in SMG's corporate headquarters in Philadelphia, Pennsylvania or its regional field locations (including the costs of travel by such corporate or regional personnel in connection with SMG's management of the Facility).

(b) Solely for purposes of calculating Net Operating Loss/Profit and SMG's incentive fee hereunder, Operating Expenses shall exclude all interest, income tax, depreciation and amortization expenses.

"Operating Revenues" – any and all revenues of every kind or nature derived from owning, operating, managing or promoting the Facility, including, but not limited to: license, lease and concession fees and rentals, revenues from merchandise sales, advertising and sponsorship sales and renewals, event sponsorship revenues, equipment rentals, utility revenues, box office revenues, ticket surcharges (if any), ticket service fees, parking revenues, food service and concession revenues (however, if such revenues are collected in the first instance by and retained by the concessionaire, only the amount of such revenues paid by the concessionaire to the Facility shall be included as Operating Revenues), commissions or other revenues from decoration and set-up, security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, only the amount of such revenues paid by such contractors to the Facility shall be included as Operating Revenues), miscellaneous operat-

ing revenues, revenues generated from separate agreements with SMG Affiliates pertaining to the Facility, and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis. The parties acknowledge that revenues from the sale of tickets for events at the Facility are not Operating Revenues, but are instead revenues of the promoter and/or performer of each such event. To the extent that SMG collects such ticket sale revenue on behalf of such promoter and/or performer, such ticket sale revenue shall be the source of funds from which SMG collects the rental charges and other event reimbursements due by such promoter and/or performer for use of the Facility, which such charges and reimbursements are Operating Revenues hereunder.

“Operating Revenue Benchmark” – shall equal One Million Thirty-Five Thousand Dollars (\$1,035,000) for the first full Fiscal Year of the Management Term, subject to adjustment for material changes in the manner in which SMG operates food and beverage products at the Facility, if such changes are agreed upon by the parties hereto. The Operating Revenue Benchmark shall automatically adjust on the first day of each subsequent Fiscal Year to equal the amount of three (3) year average of the total Operating Revenues for the previous three Fiscal Years (and the parties agree to take into consideration any agreed upon adjustments relative to material changes in the food and beverage operations of the Facility).

“Person” – any individual, general partnership, limited partnership, limited liability partnership, partnership, corporation, joint venture, trust, business trust, limited liability company, cooperative, or association, and the successors and assigns of any of the foregoing and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and vice versa.

“Pre-existing Agreement” – each contract, license, agreement, option, lease and commitment existing as of the date of this Agreement that grants any Person any right (i) to license, use, occupy or rent all or any portion of the Facility, or (ii) to provide services to be used in the management, operation, use, possession, occupation, maintenance, promotion or marketing of all or any portion of the Facility, and that are listed on **Exhibit “A”** hereto.

“Renewal Term” – the additional period for which this Agreement may be renewed at the option of the County in accordance with Section 3.2 hereof beyond the Management Term.

“SMG” – as defined in the first paragraph of this Agreement.

2. Engagement of SMG; Scope of Services.

2.1 Engagement.

(a) General Scope. The County hereby engages SMG to promote, operate and manage the Facility during the Management Term and the Renewal Term, if any, upon the terms and conditions hereinafter set forth, and SMG hereby accepts such engagement.

(b) Manager of the Facility. Subject to the terms of this Agreement, SMG shall be the sole and exclusive manager to manage, operate and promote the Facility during the Management Term and the Renewal Term, if any. In such capacity, SMG shall have exclusive authority over the day-to-day operation of the Facility and all activities therein; provided that SMG shall follow all policies and guidelines of the County hereafter established or modified by the County that the County notifies SMG in writing are applicable to the Facility (including without limitation any methodology pertaining to the allocation of any costs and expenses by the County to the Facility as permitted herein); provided further that to the extent that such policies or guidelines hereafter established or modified by the County adversely affect revenues or expenses at the Facility, then and in that event, the Benchmark and/or the incentive fee formula set forth in Section 4.2 below shall be appropriately adjusted so that it reflects the additional costs or reduced revenues resulting from such established or modified policies or guidelines.

(c) Approval of the County. To the extent that the approval of the County is required under the terms of this Agreement, the written approval of the Contract Administrator shall constitute the approval of the County, except to the extent the approval of another party is expressly required by the terms of this Agreement.

(d) Standards for Measurement of SMG's Performance. The County is entering into this Agreement in part based upon SMG's stated expertise and experience in managing and promoting other facilities similar in nature to the Facility and that SMG will utilize all of its good-faith commercially reasonable efforts to manage the Facility in a first-class, high-quality, fiscally responsible manner and in the County's best interest. It is the intention of the parties hereto that SMG will use its good faith commercially reasonable efforts to accomplish the following performance goals in its management of the Facility:

(i) Decreasing the yearly subsidy required by the County to the expenses of the Facility from the County's General Fund;

(ii) Increasing the number of event days in which the Facility is used;
and

(iii) Improving the quality of events occurring at the Facility.

(e) It is the express intent of the parties hereto that this Agreement be construed to the fullest extent possible in accordance with I.R.S. Revenue Procedure 97-13, relating to management contracts for facilities financed with tax-exempt bonds or Certificates of Participation, and, for purposes of determining the parties' compliance with such Revenue Ruling, all provisions hereof shall be interpreted or applied in such a manner as to provide the greatest compliance with the same. SMG acknowledges and agrees that it shall not be entitled to and does not intend to claim any compensation whatsoever or howsoever measured or denominated hereunder which does not comply with such Revenue Ruling or which could jeopardize such bonds' tax-exempt status. Under no circumstances shall SMG enter into any agreement for use of the Facility where such use exceeds thirty (30) days over such agreement's entire term (including renewal terms), without the prior written consent of the County.

2.2 Scope of Services -- Generally.

SMG shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage and promote the Facility in a manner consistent with SMG's and the County's policies and procedures, and the operations of other similar first-class facilities.

2.3 Specific Services.

Without limiting the generality of the foregoing, and subject to the provisions hereof, SMG shall provide, and shall have the authority to provide without (except as otherwise expressly provided herein) any prior approval by the County, all of the following management services for the Facility in consideration for the management fees specified in Section 4 hereof:

(a) employ (subject to Section 7.2), supervise and direct all necessary or desirable employees and personnel consistent with the provisions of this Agreement;

(b) administer relationships with all subcontractors, concessionaires and all other contracting parties to the Pre-Existing Agreements, assume responsibility for any and all negotiations, renewals and extensions (to the extent SMG deems any of the foregoing to be necessary or desirable) relating to such Pre-Existing Agreements, and enforce the Pre-Existing Agreements;

(c) negotiate, execute in its own name, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising agreements, concession agreements, supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, snow removal, general maintenance and maintenance and inspection of HVAC systems, elevators, stage equipment, fire control panel and other safety equipment, staffing and personnel needs, including guards and ushers, and other services which are necessary or appropriate) and all other contracts and agreements in connection with the management, promotion and operation of the Facility, provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of the Facility in the ordinary course has a term that extends beyond the remaining Management Term or Renewal Term, as the case may be, such license, agreement, commitment or contract shall be approved and executed by the County (which approval shall not be unreasonably withheld); provided, however, that in the event that SMG desires to propose additional services by SMG or any Affiliate of SMG, SMG shall present all such proposals to the County for its approval;

(d) to the extent that Operating Revenues or funds supplied by the County are made available therefor, maintain the Facility in the condition received, reasonable wear and tear excepted; provided that the County shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.8;

(e) to the extent that Operating Revenues or funds supplied by the County are made available therefor, rent, lease or purchase all equipment and maintenance supplies neces-

sary or appropriate for the operation and maintenance of the Facility, provided that the County shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases pursuant to Section 5.8, subject to the SMG Capital Contribution as provided in Section 5.11;

(f) establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Facility to be negotiated by SMG in the course of its management, operation and promotion of the Facility. In determining such prices and rate schedules, SMG shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the Contract Administrator about any adjustments to the rate schedules at the Facility to be made by SMG; provided, further, that SMG shall take all commercially reasonable actions to utilize its relationship with Ticketmaster to improve the financial, marketing and technological capacity of the Facility. As set forth in Section 10.2, SMG shall enter into no contract with any Affiliate of SMG unless specifically approved in writing by the County;

(g) to the extent that Operating Revenues or funds supplied by the County are made available therefor, pay, when due all Operating Expenses from accounts established pursuant to Sections 5.6 and 5.7 of this Agreement;

(h) after consultation with the County, institute or defend, at the reasonable expense of the County, with counsel agreed to by both parties, such legal actions or proceedings as SMG shall deem necessary or appropriate in connection with the operation of the Facility, including, without limitation, to collect charges, rents or other revenues due or to cancel, terminate or sue for damages under any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Facility;

(i) maintain a master set of all booking records and schedules for the Facility;

(j) provide day-to-day administrative services in support of its management activities pursuant to Approved Budgets and annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services; and

(k) engage in such advertising, solicitation, and promotional activities as SMG deems necessary or appropriate to develop the potential of the Facility and the cultivation of broad community support (including without limitation selling advertising inventory and securing product rights for the Facility). SMG shall work with the Cabarrus County Convention and Visitor's Bureau to market the Facility for conventions, trade shows and public entertainment shows. In connection with its activities under this Agreement, including without limitation advertising relating to the Facility, SMG shall be permitted to use the terms "Cabarrus Arena and Events Center" and logos for such names in its advertising, subject to the approval of the County.

(l) Market and secure new commercial rights sales for the Facility.

(m) In consultation with the County, evaluate and adjust the operational structure of the Facility as needed.

(n) In consultation with the County, evaluate, and attempt to adhere to contemporary community standards in respect to all events scheduled.

(o) As set forth herein, submit all financial and other reports detailing SMG's activities regarding the Facility to the County in a timely manner.

(p) Prepare and submit proposed budgets and annual plans as further provided herein.

(q) All activities of a corporate nature, including management and marketing activities regarding the Facility occurring at SMG's corporate headquarters in Pennsylvania or other locations, and all costs of travel to or from the Facility by SMG's employees or agents who are not regularly employed at the Facility.

(r) Assist with the marketing, promotion and operation of the Fair as further provided herein.

2.4 Right of Entry Reserved.

Representatives of the County designated in writing by the Contract Administrator shall have the right, upon reasonable advance notice to SMG and at appropriate times, to enter all portions of the Facility to inspect same, to observe the performance by SMG of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the County may be obligated or have the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the County under this Agreement. The County shall not unreasonably interfere with the activities of SMG hereunder, and the County's actions shall be conducted such that disruption of SMG's work shall be kept to a minimum. Nothing in this Section shall impose or be construed to impose upon the County any independent obligation to inspect, construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

2.5 Confidentiality/Nondisclosure.

(a) Confidentiality/Nondisclosure. In connection with the performance of SMG's services hereunder, the County acknowledges that SMG may provide the County and its employees, agents and subcontractors (including without limitation the architectural and engineering firm retained for the Facility) with Confidential Information (as defined below). In addition, in connection with the performance of the services hereunder, SMG may provide to the County and its employees, agents and subcontractors materials that are protected by copyright of SMG.

(i) The County agrees that it shall keep secret and confidential any and all Confidential Information already disclosed and/or to be disclosed to it by SMG which has been designated as confidential in writing by SMG, and the County shall not divulge any such information, in whole or in part, to any third party except as is expressly permitted below in this Section 2.5 or as may be required by state or federal law.

(ii) The County shall not use any such information, except for the express purpose of utilizing it in connection with the management of the Facility. The County shall not directly or indirectly disclose or discuss any such information with any Person, other than employees, agents and subcontractors of the County who are directly concerned with the management of the Facility, provided, however, that in the event of any such disclosure to its employees, agents and subcontractors, the County (i) shall first inform SMG of its desire to make such disclosure, (ii) if requested by SMG, shall require such employees, agents or subcontractors to execute and deliver to SMG prior to any disclosure by the County to him/her/it, an agreement acknowledging a receipt of a copy of the provisions of this Section 2.5 and agreeing to be bound by such provisions to the same extent as the County, and (iii) in any event, shall advise in writing all such Persons of the existence of the provisions of this Section 2.5 and of their responsibility to comply with such provisions.

(iii) "Confidential Information" means any and all information disclosed (orally, in writing, by inspection or otherwise) to the County by SMG pursuant to this Agreement which has been designated as confidential in writing by SMG. Such information includes, but is not limited to, plans, proposals, and lists of furniture, fixtures and equipment. The restrictions upon confidentiality and use of Confidential Information set forth in this Section 2.5 do not apply to information which the County can demonstrate was publicly available or lawfully in its possession at the time of its disclosure to the County by SMG; however, Confidential Information shall not be deemed in the County's possession or publicly known simply because it is embraced by more general information in the County's possession.

(iv) With respect to any information or material which is protected by copyright of SMG, no part of such materials may be reproduced, stored in a data base and retrieval system or transmitted in any form or by any means - graphic, electronic, photocopying, recording, mechanical or otherwise - without the prior written permission of SMG.

(b) Specific Performance. The County agrees that the provisions of this Section 2.5 are reasonable and necessary to protect the interests of SMG and that SMG's remedies of law for a breach of any of the provisions of this Section 2.5 will be inadequate and that, in connection with any such breach, SMG will be entitled, in addition to any other remedies (whether at law or in equity), to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm, or of the posting of a bond. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this Section 2.5 to be unreasonable, SMG agrees to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable and the County will not assert that such provisions shall be eliminated in their entirety by such court.

2.6 Cabarrus County Fair.

For purposes of this Agreement, all revenues generated by the Cabarrus County Fair (the "Fair") shall not be considered Operating Revenues hereunder. To the extent that SMG employees employed at the Facility can provide regular management services for the Fair within their normal business day, such services shall be provided without extra charges or fees. However, to the extent that SMG employees at the Facility cannot so perform or where SMG is directed by the County to hire additional staff for the Fair, then any and all new wages or overtime payments incurred by the Facility in connection with (i.e. just before, during or just after) the Fair shall be paid for by the County outside of the Facility budget. Any other incremental (i.e. would not have been incurred by the Facility but for the existence of the Fair) charges that are identifiable and quantifiable in connection with the Fair shall also be for the account of the County and not the Facility.

3. **Term and Renewal.**

3.1 Transition Period.

Intentionally omitted.

3.2 Management Term and Renewal Term.

(a) The "Management Term" of this Agreement shall commence on July 1, 2015 and end at midnight on June 30, 2020 unless earlier terminated pursuant to the provisions of this Agreement or extended pursuant to Section 3.2(b).

(b) The County may extend the term hereof on the same terms and conditions for additional five-year periods (each a "Renewal Term") commencing immediately after the Management Term or any Renewal Term, as applicable, by giving not less than one hundred fifty (150) days prior written notice of such extension to SMG; provided, however, that the parties shall mutually agree on the amount, terms and conditions of remuneration for SMG's services hereunder.

3.3 New Contract.

If (i) the County intends, upon termination or expiration of the Management Term or Renewal Term to continue to provide management at the Facility through a private provider and (ii) this Agreement has not been terminated upon a default by SMG, then the County will during the final year of the Management Term (unless the County exercises its option to renew under Section 3.2) or Renewal Term, as the case may be, negotiate and discuss in good faith a new contract or arrangement with SMG for the provision of such services following the completion of such term. The obligation to negotiate with SMG is not intended to guarantee any contract rights for a future contract with SMG or any specific terms of a new contract.

4. SMG's Compensation.

4.1 Fixed Fee.

As base compensation to SMG for providing the services herein specified during the Management Term, the County shall pay SMG during the Management Term a periodic fixed fee of \$100,312 per Fiscal Year ("Fixed Fee"), which amount shall be adjusted upward on the first day of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2015, by the percentage change in the Consumer Price Index -- All Urban Consumers (CPI-U) -- U.S. City Average -- All Items, during the one year period ending in June immediately preceding such Fiscal Year, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or of any revised or successor index hereafter published by the Bureau of Labor Statistics or other agency of the United States Government succeeding to its functions ("CPI"). The foregoing annual fixed compensation shall be payable in equal monthly installments due on or before the last day of each month during such Fiscal Year, and SMG, provided it is not in default (as described in Section 12.1) hereunder, shall be entitled to draw such amounts from the account described in Section 5.6. In the event of a Renewal Term, the parties shall mutually agree upon the amount, terms and conditions of SMG's remuneration under this Section 4 for its performance hereunder.

4.2 Incentive Fee.

(a) Amount. SMG shall be entitled to an annual incentive fee with respect to each Fiscal Year during the Management Term which shall be equal to the amount calculated in accordance with (i) below; provided, however, that in no event shall the total incentive fees for any Fiscal Year exceed 100% of the periodic fixed fee payable pursuant to Section 4.1 for such Fiscal Year, and; provided further, that SMG will not be eligible in any Fiscal Year for the Quantitative Incentive Fee (as defined below) unless the County approved annual budget of net operating income is met or exceeded for such Fiscal Year:

(i) Quantitative Incentive Fee. SMG shall be entitled to an annual quantitative Incentive Fee ("Quantitative Incentive Fee") with respect to each Fiscal Year during the Management Term equal to fifteen percent (15%) of the excess Operating Revenue over the Operating Revenue Benchmark; provided, however, that the Quantitative Incentive Fees shall not exceed seventy-five percent (75%) of the fixed fee payable to SMG for such Fiscal Year pursuant to Section 4.1; and

(ii) Qualitative Incentive Fee. SMG may earn an annual qualitative Incentive Fee ("Qualitative Incentive Fee") with respect to each Fiscal Year during the Management Term up to an amount equal to twenty-five percent (25%) of the fixed fee payable to SMG for such Fiscal Year pursuant to Section 4.1. The amount of the Qualitative Incentive Fee shall be based upon an evaluation of SMG's performance by the County with respect to the following qualitative criteria:

(a) Professional Management. SMG shall demonstrate professional management of staff by above average ratings on mutually approved service de-

livery surveys (a copy of which is attached hereto as Exhibit 4.2(a)(ii)(a)) and a review by the County (up to 40 points).

(b) Maintenance and Operation. SMG shall demonstrate quality maintenance and operation of the Facility based upon a review by the County on a quarterly basis of the condition of the Facility and the equipment therein (up to 20 points).

(c) Customer Service. SMG shall demonstrate quality service to clients of the Project by above average ratings on mutually approved service delivery surveys (a copy of which is attached hereto as Exhibit 4.2(a)(ii)(c)) (up to 40 points).

The amount of the points assigned for such Fiscal Year will be used to calculate the Qualitative Incentive Fee payable to SMG for such year as described below. The Qualitative Incentive Fee for any Fiscal Year shall be an amount equal to the product of (A) 25% of the fixed fee payable under Section 4.1 for such Fiscal Year, and (B) a ratio whose denominator is 100 points and whose numerator equals the number of points earned by SMG for such year in the County's discretion as provided above. The parties will meet periodically, as the County determines to be reasonably necessary, during the course of each Fiscal Year to provide performance updates and to discuss performance issues.

(b) Payment. The incentive fees determined pursuant to Section 4.2(a) above shall be payable to SMG within forty-five (45) days after the County's receipt of an invoice from SMG accompanied by an annual statement certified by one of its officers setting forth the Operating Revenues and Operating Expenses for the previous Fiscal Year and showing the calculation of the incentive fee payable with respect to such Fiscal Year. Provided that the County approves or does not object in writing to SMG's invoice within forty-five (45) days of its receipt of the same, SMG will thereafter be entitled to deduct the amount of such fee from the account described in Section 5.6 below, provided that to the extent that SMG projects that such a deduction would leave insufficient funds in such account to cover Operating Expenses for the remainder of the then-current fiscal quarter, SMG shall be entitled not to deduct all or a portion of such fee from such account, and, upon notice thereof from SMG, the County shall promptly pay SMG the amount of the fee that has not been deducted from such account. Promptly following the availability of the audited annual financial statements described in Section 6.1 hereof for a Fiscal Year, SMG shall recalculate the incentive fee payable for that Fiscal Year; in the event that the amount of the incentive fee which was paid based on SMG's invoice differs from such recalculated amount, SMG shall promptly remit to the County any excess amount which was paid, or the County shall within forty-five (45) days pay (or SMG shall be entitled to deduct from any account specified in Section 5.6 after the lapse of forty-five (45) days without objection by the County) the shortfall, as the case may be.

(c) Revenues and Fees. All revenues generated by, payable in connection with or in any way related to the Facility shall be the sole property and revenue of the County.

SMG's sole remuneration for its performance under this Agreement shall be the Fixed Fee and, if applicable, the Quantitative Incentive Fee and/or the Qualitative Incentive Fee. SMG shall have no claim to any revenues generated by, payable in connection with or in any way related to the Facility except through said fees.

5. Funding; Budgets; Bank Accounts.

5.1 Operating Funds.

Except as otherwise set forth herein and subject to Section 5.2, following the approval of the annual operating budget for a Fiscal Year (including, without limitation, any annual operating budget applicable to the first Fiscal Year during the term hereof), the County shall make available to SMG all funds necessary to pay all approved expenses pursuant to the approved, budgeted Operating Expenses incurred or accrued in such Fiscal Year, to the extent Operating Revenues do not equal or exceed Operating Expenses. To the extent that Operating Revenues during a calendar quarter period are insufficient, or are reasonably expected to be insufficient, to cover Operating Expenses plus, with respect to the first quarter of a Fiscal Year, the amount of the projected incentive fee payable pursuant to Section 4.3(b) for the prior Fiscal Year ("Cash Flow Shortfall") for such period, the County shall deposit funds into the operating account as follows. Thirty (30) days prior to the beginning of each calendar quarter during the Management Term and any Renewal Term, SMG will submit to the County an invoice for the projected Cash Flow Shortfall for such quarter and the County will transfer such funds to the operating account within five (5) days after the start of such calendar quarter. Such funds shall be used to pay Operating Expenses. Should it thereafter be determined that Operating Revenues for the quarter in question were in fact sufficient to cover Operating Expenses for such quarter and that the deposit by the County was not in fact needed, then such deposit shall, at the County's option, be either refunded to the County within ten (10) days of its written request therefor, or shall be deposited into an interest-bearing account to be used only to cover any future Cash Flow Shortfalls. Any cash infusions by the County pursuant to a Cash Flow Shortfall shall not constitute Operating Revenues.

5.2 Non-Funding.

(a) The County shall have no obligation to provide funds for the payment of Operating Expenses incurred or committed for after the date SMG receives written notice (an "Appropriation Deficiency Notice") of the fact that insufficient funds or no funds have been appropriated, or are anticipated to be insufficient or unavailable in the future, for the Facility.

(b) If the Appropriation Deficiency Notice is of insufficient funds, the County shall pay all Operating Expenses incurred or committed for after such date that are within the aggregate level of appropriated funds specified in the Appropriations Deficiency Notice. The County shall pay all Operating Expenses incurred or irrevocably committed for prior to the date SMG receives the Appropriation Deficiency Notice. Any failure by the County to provide funds (beyond the aggregate level of appropriated funds) for the payment of Operating Expenses incurred or committed for after SMG receives an Appropriations Deficiency Notice shall not be a

breach of or default under this Agreement by the County. Any failure by SMG to perform its obligations under this Agreement after SMG's receipt of a Appropriation Deficiency Notice shall not be a breach of or default under this Agreement if such breach or default directly results from such appropriation deficiency, provided that the County has been first given reasonable prior written notice by SMG that such specific breach or default by SMG was likely to result from such appropriation deficiency.

(c) If the County appropriates funds at (or reduces appropriated funds to) a level that, in SMG's reasonable, good faith judgment, renders the management of the Facility by SMG unsafe as a public assembly facility, SMG may provide its concerns in writing to the County and (i) SMG and the County shall, as soon as practicable and in no event later than the next event that SMG has identified as being unsafe to hold (the date of which shall have been included in SMG's notice referenced immediately above), agree on the manner in which the Facility shall be operated or on the increased amount of funding necessary to render the operation of the Facility safe or (ii) SMG may terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3). In the event of a termination under this Subsection 5.2(c) and if SMG's concerns are addressed within the twelve (12) month period following such termination, then SMG shall have the right to resume management of the Facility by giving written notice within thirty (30) days of the date such concerns are addressed, provided that this right to resume management shall expire if not exercised in writing within such thirty (30) day period.

5.3 Annual Budget; Cash Flow Budget.

(a) As part of the annual plan described in Section 6.2 herein, on or before one hundred twenty (120) days prior to the end of each Fiscal Year, SMG will prepare a proposed annual operating budget for the next Fiscal Year to meet the scope of services and objectives under this Agreement. Such budget shall contain appropriate line items for revenues and expenses and the projected net operating deficit or surplus.

(b) SMG shall prepare and submit to the Contract Administrator on or before one hundred twenty (120) days prior to the end of each Fiscal Year a proposed annual cash flow budget for the succeeding Fiscal Year.

(c) The annual budgets referred to in subparagraphs (a) and (b) above shall be reviewed and are subject to approval by the County. On or before the date of the Cabarrus County Commissioners' last regularly-scheduled meeting prior to the end of each Fiscal Year, the County shall notify SMG of any changes to the annual operating budget and the cash flow funding budget for the succeeding Fiscal Year proposed by SMG and with such changes, if any, as are made by the County. In the event that SMG agrees to such changes, which agreement shall not be unreasonably withheld, conditioned or delayed, such budgets shall be the Approved Budgets for the upcoming Fiscal Year and, if the parties cannot agree on Approved Budgets for the upcoming Fiscal Year, then the previous Fiscal Year's Approved Budgets shall be the Approved Budgets for such upcoming Fiscal Year until a new budget is agreed upon by the parties.

5.4 Budget Modifications Initiated by SMG.

SMG may submit to the Contract Administrator at any time prior to the close of a Fiscal Year a supplemental or revised annual operating budget or cash flow budget for such Fiscal Year. Upon the approval of the County of such supplemental or revised budget, the Approved Budgets for such Fiscal Year shall be deemed amended to incorporate such supplemental or revised budget. The Approved Budgets may only be amended as set forth in Section 5.5 below or in the two preceding sentences except that SMG shall have the right to propose amendments to the Approved Budgets for approval by the County as may be necessary or appropriate as the result of the scheduling by SMG of additional events or activities at the Facility (and the incurrance of additional Operating Expenses arising from the scheduling of additional events or activities at the Facility) as long as prior to the scheduling of such events or activities, SMG had a reasonable good faith belief that the projected Net Operating Loss for the Fiscal Year as set forth in the Approved Budgets would not be increased as a result of such additional events or activities.

5.5 Budget Modifications Initiated by the County.

In the event that it appears reasonably likely, in any year during the term hereof, that the actual Net Operating Loss/Profit for such Fiscal Year will be larger or smaller as the case may be than projected in the annual operating budget for such Fiscal Year, the County may request from SMG a plan for reduction of Operating Expenses to a level consistent with the budgeted Net Operating Loss/Profit amount. SMG shall forthwith comply with any such expense reduction requested by the County, whether such reduction was included in SMG's proposed plan for reduction or not, and the approved budgets for such Fiscal Year shall be modified accordingly, provided that if the County's requested reductions, in SMG's reasonable good faith judgment, could materially interfere, impede or impair the ability of SMG to manage, operate or promote the Facility, SMG shall have the right to terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3) and provided further that SMG shall not be construed to have breached its obligations under this Agreement if such alleged breach has been directly caused by the reductions requested by the County, provided that the County has been first given reasonable prior written notice by SMG that such specific breach or default by SMG was likely to result from such reduction.

5.6 Receipts and Disbursements.

SMG shall establish and maintain in one or more depositories designated by the County one or more operating, payroll and other bank accounts for the promotion, operation and management of the Facility, in the name of the County, with SMG having signature authority in such employees of SMG as SMG shall reasonably determine, provided such employees are properly bonded as specified herein. All revenues collected by SMG from the operation of or in any way related to the Facility shall be deposited into such accounts and Operating Expenses shall be paid by SMG from such accounts. All revenues collected by SMG arising from, related to or payable in connection with the Facility, including but not limited to revenues from box office sales, facility or equipment rentals, utility rental agreements, food and beverage concessions,

naming or pouring rights, licensing agreements, sales, marketing, leasing or other commissions, or any other source, are the sole property of the County, held in trust by SMG for the County for application as provided herein. Any amounts remaining in such accounts upon termination or expiration of this Agreement for any reason, after payment of all outstanding Operating Expenses, shall be the sole property of the County and shall be promptly paid by SMG to the County.

5.7 Ticket Sales Revenues.

SMG shall hold in a separate interest-bearing account in a banking institution depository designated by the County any ticket sale revenues which it receives with respect to an event to be held at the Facility pending the completion of the event. Such monies are to be held for the protection of ticket purchasers, the County and SMG, and to provide a source of funds, as required for such payments to performers and promoters and for such payments of Operating Expenses in connection with the presentation of events as may be required to be paid contemporaneously with the event. Following the satisfactory completion of the events, SMG shall make a deposit into the operating account(s) established pursuant to Section 5.6 above of the amount in such account and shall pay from the operating account Event Expenses and provide the County with a full event settlement report along with, upon request of the County, copies of paid receipts from all vendors, promoters, performers and other payees of any portion of the ticket sale revenues, and/or other details of such payments. Interest which accrues on amounts deposited in the operating account(s) referred to in Section 5.6 and the ticket account referred to above shall be considered Operating Revenues. Bank service charges, if any, on such account(s) shall be considered Operating Expenses.

5.8 Capital Improvements; Capital Equipment.

The obligation to pay for, and authority to perform, direct and supervise Capital Improvements and Capital Equipment purchases shall remain with the County, except as otherwise provided in Section 5.12, and will not be considered Operating Expenses. The annual plan submitted pursuant to Section 6.2 shall include SMG's recommendation for Capital Improvements and Capital Equipment purchases to be accomplished during the Fiscal Year and shall be accompanied by an estimate of the cost of all such items and projects and a request that the County budget funds therefor. The County shall retain the sole discretion to determine whether and to what level to fund Capital Improvements and Capital Equipment purchases to the Facility, except as otherwise provided in Section 5.12.

5.9 Funding of Facility.

The parties agree that SMG shall not be considered to have a general community funding obligation (e.g. to fund the operation of the Facility in the event that the County cannot appropriate funds for its operation); provided, however, that this agreement does not in any manner negate any payment obligations of SMG set forth in this Agreement.

5.10 Funds for Emergency Repairs.

SMG shall have the right to act, with the consent of the County, in situations which SMG determines to be an emergency with respect to the safety, welfare and protection of the general public, including spending and committing funds held in the operating account(s) of the Facility, even if such expenses are not budgeted, provided that such funds are reasonably related to addressing the immediate emergency condition only; provided, however, SMG shall have no obligation under any circumstance to spend or commit funds other than funds then available in such accounts for any such purpose. If feasible, SMG shall use reasonable attempts to contact the Contract Administrator or other responsible party at the County prior to taking such actions, and in any event, immediately following such action, SMG shall inform the County of the situation and the action(s) taken, and the County shall pay into such account(s) the amount of funds, if any, reasonably spent or committed by SMG pursuant to this Section 5.10 in excess of budgeted amounts.

5.11 Event Fund.

On or before July 1, 2005, SMG made a Fifty Thousand Dollar (\$50,000) contribution to a segregated interest bearing account established in accordance with Section 5.6 for the purposes of promoting and developing new event activity at the Facility ("**At Risk Event Fund**"). The County made a contemporaneous contribution to the At Risk Event Fund of Fifty Thousand Dollars (\$50,000). SMG shall, subject to periodic consultation with the County, manage and control the At Risk Event Fund. Each party may make requests/recommendations in respect of potential events, or concepts for potential events, which may be funded, in whole or in part, through the At Risk Event Fund. The At Risk Event Fund will be replenished up to a maximum of the original principal amount of \$100,000 from profits, if any, from events in which funds of the At Risk Event Funds are utilized. Any remaining profits from such events will be placed in the Operating Account. Losses, if any, shall be deducted from said Fund without recourse to SMG or the County. Any events developed with any contributions from said Fund shall pay rent (and reimburse expenses) to the Facility consistent with that paid by third party users of the Facility on a "most favored client" basis for similar types of shows. Upon termination or expiration of this Agreement and provided such termination is not due to breach of this Agreement by SMG, SMG shall be entitled to withdraw half of the funds then in the account up to SMG's \$50,000 (plus a prorated share of any accrued interest) from the At Risk Event Fund.

5.11 SMG Capital Contributions.

(a) Within thirty days after the signing of this agreement, SMG shall provide to the Facility the sum of One Hundred Fifty Thousand Dollars (\$150,000) for Capital Improvements and Capital Equipment purchases relating to the Facility (the "First Capital Contribution"). In addition, in the event that the parties exercise their option to renew this Agreement for the term of 2020-2025, then within thirty days after the exercise of such option, SMG shall provide to the Facility an additional sum of Seventy-Five Thousand Dollars (\$75,000) for Capital Improvements and Capital Equipment purchases relating to the Facility (the "Second Capital Contribution")

(b) Amortization of the SMG Capital Contribution. The amount of the First Capital Contribution shall be amortized over a period of one hundred twenty (120) months during the Management Term and the Renewal Term, if any, on a straight-line, non-interest bearing basis. The amount of the Second Capital Contribution shall be amortized over a period of sixty (60) months during the Management Term and the Renewal Term, if any, on a straight-line, non-interest bearing basis. In the event of the expiration or termination of this Agreement for any reason, the County shall pay, or cause any successor management company to pay, to SMG unconditionally and without set-off the unamortized amount of the First Contribution and Second Capital Contribution existing as of such expiration or termination. The payment of any such unamortized amounts shall be made to SMG no later than thirty (30) days following the effective date of such expiration or termination.

6. Records, Audits and Reports.

6.1 Records and Audits.

(a) SMG shall keep full and accurate accounting records relating to its activities at the Facility in accordance with generally accepted United States accounting principles. SMG shall maintain a system of bookkeeping adequate for its operations hereunder and sufficient to allow the County to determine SMG's compliance with this Agreement and the Facility's complete financial status and performance at any time. SMG shall adjust its accounting procedures upon request by the County to conform with any applicable requirements of state or federal law or to the reasonable recommendations of the County's Finance Director, financial advisors or bond underwriters. SMG shall give the County's authorized representatives access to such books and records at any reasonable time. SMG shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. In addition, on or before ninety (90) days following each Fiscal Year for which SMG is managing the Facility hereunder, SMG shall furnish to the County a balance sheet, a statement of profit or loss and a statement of cash flows for the Facility for the preceding Fiscal Year, prepared in accordance with generally accepted United States accounting principles. The accounting records maintained by SMG hereunder for the Facility shall be audited annually by the County's independent auditor as part of the County's overall audit process. The County may, from time to time, audit the accounting records maintained by SMG hereunder for the Facility, at any reasonable time. The cost of any such audit shall be deemed an Operating Expenses hereunder.

(b) The County shall have the right at any time, and from time to time, to cause nationally recognized independent auditors to audit all of the books of SMG relating to Operating Revenues and Operating Expenses, including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. No costs incurred by the County in conducting such audit shall be considered an Operating Expense. If any such audit demonstrates that the Operating Revenues or Operating Expenditures reflected in any financial statements prepared by SMG and audited as specified in the foregoing subparagraph (a) are understated (in the case of Operating Expenses) or overstated (in the case of Operating Revenues), in either case by

more than five percent (5%), or that there were material inaccuracies or omissions of any other nature which were intentional or grossly negligent by SMG, SMG shall pay to the County the reasonable cost of such audit and shall promptly refund to the County any portion of the incentive fee paid for such Fiscal Year which is attributable to the overstatement or understatement, as the case may be. The County's right to have such an audit made with respect to any Fiscal Year and SMG's obligation to retain the above records shall expire three (3) years after SMG's statement for such Fiscal Year has been delivered to the County.

6.2 Annual Plan.

(a) SMG shall provide to the County on or before one hundred twenty (120) days prior to the end of each Fiscal Year, an annual management plan, which shall include the annual operating budget described in Section 5.3 for the next Fiscal Year. The annual plan shall include information regarding SMG's anticipated operations for such Fiscal Year, including planned operating maintenance activities by SMG, requested Capital Improvements and Capital Equipment purchases and an anticipated budget therefor, anticipated events at the Facility, anticipated advertising and promotional activities, any planned uses of the At-Risk Event Fund, and planned equipment and furnishings purchases. The annual plan shall be subject to review, revision and approval by the County. Following review and revision by the County, SMG shall have thirty (30) days to incorporate the County's revisions into its plan and resubmit the revised plan for approval. Upon approval by the County, such annual plan shall constitute the operating program for SMG for the following Fiscal Year.

6.3 Monthly Reports.

Prior to the Cabarrus County's Commissioners' regularly monthly meeting of each month during the term of this Agreement, SMG shall provide to the County a written monthly report in a form approved by the County and similar to that used in other SMG-managed facilities setting out the Facility's anticipated activities for the upcoming month and reporting on the prior month's activities and finances; provided, however that it shall not be a breach of this agreement if such regular meeting is scheduled on a date too early in a month for SMG to deliver such report. SMG shall include in such report a balance sheet, income statement, and other financial reports (such as a departmental expense report and event accounting).

7. **Employees.**

7.1 SMG Employees.

(a) Subject to Section 7.2, SMG shall select, train and employ at the Facility such number of employees as SMG deems necessary or appropriate to satisfy its responsibilities hereunder; SMG shall use its best efforts to recruit employees who will be proficient, productive, and courteous to patrons, and, subject to Section 7.2, SMG shall have authority to hire, terminate and discipline any and all personnel working at the Facility. All employee shall be informed of the standards set forth in Section 2.1(d) hereof.

(b) After the parties' agreement regarding the selection process, and the County's opportunity to interview general manager candidates and upon consultation with the County, SMG shall assign to the Facility a competent, full-time general manager. From time to time the general manager may provide assistance in connection with the consulting and/or management services provided by SMG or any of its Affiliates at other facilities managed, owned or leased by SMG or any of its Affiliates, provided that (i) such assistance does not affect in any material respect the responsibilities and duties of the general manager to the Facility and (ii) the cost of the salary and benefits of the general manager for the time spent in connection with providing such assistance shall be reimbursed by SMG to the operating account of the Facility. Prior to SMG's appointment of such general manager, SMG shall consult with the Contract Administrator with respect to the qualifications of the general manager proposed by SMG.

(c) SMG employees at the Facility shall not for any purpose be considered to be employees or agents of the County, and SMG shall be solely responsible for their supervision and daily direction and control and for setting, and paying as an Operating Expense, their compensation (and federal income tax withholding) and any employee benefits, and all costs related to their employment shall be an Operating Expense.

7.2 County Employees.

(a) Intentionally Omitted

(b) The County agrees that in the event that SMG is at any time required to make contributions to multiemployer plans (as that term is defined in Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended), on behalf of or for the benefit of SMG's union employees during the term of this Agreement, the parties will mutually agree in a separate agreement to the effect that County shall hold harmless SMG from any Losses in respect of any withdrawal liability if there are any unfunded vested benefits under any such multiemployer plans in connection with the hiring and firing of such employees by SMG during the term of this Agreement or the termination of this Agreement.

7.3 No Solicitation or Employment by County.

During the period commencing on the date hereof and ending one (1) year after the termination or expiration of this Agreement, except with SMG's prior written consent, the County will not, for any reason, solicit for employment, or hire, any of the senior management personnel employed by SMG at the Facility, including, without limitation, the general manager, director-level employees and department heads. In addition to any other remedies which SMG may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

7.4 Termination Effect on Contracts. All contracts relating to the Facility (including all contracts approved by the County and all license, lease or rental contracts pertaining to the Facility) which SMG executed in its own name shall be automatically assigned to, and deemed to be assumed by, the County (without further action by any party) upon termination or

expiration of this Agreement and the County shall indemnify, defend and hold harmless SMG from and against any Losses in respect of any liability under such contracts arising from any act or omission by any party to such contracts (other than due to the gross negligence or intentional acts or omissions of SMG) occurring on or after the effective date of termination or expiration of this Agreement.

8. Indemnification and Insurance.

8.1 Indemnification.

(a) SMG shall indemnify, defend and hold harmless the County, its elected and appointed officials, officers, agents and employees from and against any and all Losses arising from any material default or breach by SMG of its obligations specified herein or other Losses incurred by or threatened against County arising from or in connection with a third party law suit alleging wrongdoing by SMG in connection with SMG's management of the Facility; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the County of its obligations under Section 8.1(b) below, (ii) arise out of a failure by the County to maintain reasonable commercial insurance covering (A) the Facility and its premises for physical damage or other Loss and (B) business interruption, (iii) are caused by or arise out of the services provided by the architects, engineers and other agents (other than SMG) retained by the County in connection with Capital Improvements or Capital Equipment purchases at the Facility, or (iv) where SMG is not found to have committed the wrongdoing alleged in a third party law suit and the County was not named as a party in the litigation or was found liable for the wrong doing (and such Losses would become Operating Expenses (as defined above and reimbursable to SMG)).

(b) The County shall indemnify, defend and hold harmless SMG, its partners, officers, agents and employees from and against any and all Losses arising from (i) any material default or breach by the County of its obligations specified herein, (ii) the fact that at any time prior to the commencement of the Management Term hereunder the Facility has not been operated, or the Facility and its premises are not or have not been, in compliance with all Laws, including, but not limited to, the ADA, (iii) the fact that prior to, as of, or after the commencement of the Management Term hereunder there is any condition on, above, beneath or arising from the premises occupied by the Facility which might, under any Law, give rise to liability or which would or may require any "response," "removal" or "remedial action" (as such terms are defined under CERCLA), (iv) any structural defect with respect to the Facility or the premises occupied by the Facility prior to, as of or after the commencement of the Management Term hereunder, or (v) any obligation or liability under or in respect of any contract, agreement or other instrument executed by SMG in conformity with the provisions of this Agreement and where SMG has not breached the terms thereof (vi) any non-compliance with any Pre-Existing Agreement on or prior to the commencement of the Management Term, or (vi) any act or omission carried out by SMG at the specific written direction or written instruction of the County and where SMG follows such written direction, its agents or employees; provided, however, that the foregoing indemnification under clauses (i) and (ii) above shall not extend to Losses to the extent such Losses arise from any default or breach by SMG of its obligations specified herein.

(c) The parties acknowledge and agree that SMG has managed the Facility for the past ten years and that SMG has used the Facility and is familiar with its condition and the above indemnification of SMG by the County is limited to the extent that SMG created any condition in the Facility that might give rise to liability on the part of SMG or the County. The provisions set forth in subparagraphs (a) and (b) above shall survive termination of this Agreement; provided, however, that a claim for indemnification pursuant to Section 8.1 shall be valid only if the party entitled to such indemnification provides written notice thereof to the other party prior to three (3) years following the date of termination or expiration of this Agreement.

The terms of all insurance policies referred to in Section 8, including without limitation (i) the property insurance policies of the County, and (ii) the policies of any independent contractors retained by the County or hired by SMG (such as, the food and beverage concessionaire retained by the County and emergency medical technicians who are not employed by SMG), shall preclude subrogation claims against SMG, its partners, the County and their respective officers, directors, employees and agents. SMG and the County hereby release each other from and against any and all loss of or damage to property arising out of or incident to any peril required to be insured against herein. The effect of such release is not limited to the amount of insurance actually carried or required to be carried, to the actual proceeds received after a loss or to any deductibles applicable thereto. Each party shall have the insurance company that issues its property coverage waive any rights of subrogation and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Either party's failure to carry the required insurance shall not invalidate this waiver.

8.2 Liability Insurance.

(a) SMG shall secure and deliver to the Contract Administrator prior to the commencement of the Management Term hereunder and shall keep in force at all times during any period in which SMG has operations at the Facility, a commercial liability occurrence insurance policy, including public liability and property damage, covering the premises and the operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and One Million Dollars (\$1,000,000.00) for property damage, including products and completed operations and independent contractors.

(b) SMG shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by SMG officers, agents and employees in connection with the Facility, whether owned by SMG, the County, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage).

(c) SMG shall also maintain Umbrella liability insurance from the these limits up to no less than a limit of Five Million Dollars (\$5,000,000). SMG shall be the named insured under all such policies. The County shall be an additional insured under the foregoing insurance policies, as its interests may appear, and said policies shall contain a provision covering the parties' indemnification liabilities to each other.

(d) Required of SMG hereunder along with copies of the paid receipts therefor shall be delivered to the Contract Administrator prior to the commencement of this Agreement. Notwithstanding the provisions of this Section 8.2, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to the County of Cabarrus, North Carolina, Attention: County Manager, 65 Church Street SE, P.O. Box 707, Concord, NC 28026-0707, sent by certified mail, return receipt requested."

(e) With respect to policies procured by it, SMG shall deliver to the Contract Administrator satisfactory evidence of such renewal of such policies prior to a policy's expiration date except for any policy expiring on the termination or expiration date of this Agreement or thereafter.

(f) Except as provided in Sections 8.5(b) and 8.6, all insurance procured by SMG in accordance with the requirements of this Agreement shall be primary over any insurance carried by the County and shall not require contribution by the County.

8.3 Workers Compensation Insurance.

SMG shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the North Carolina State Compensation Insurance Fund or through an authorized self-insurance plan approved by the State of North Carolina insuring its employees at the Facility in amounts equal to or greater than required under law.

8.4 Fidelity Insurance.

SMG shall maintain during the term of this Agreement Fidelity Insurance covering all of SMG's personnel under this Agreement in the amount of Five Hundred Thousand Dollars (\$500,000.00) for each loss, to reimburse the County for losses experienced due to the dishonest acts of SMG's employees.

8.5 Property Insurance.

SMG shall maintain sufficient property damage or loss insurance to cover personal property owned by SMG at the Facility and shall maintain such insurance beginning as of the date hereof and continuing throughout all periods in which SMG has any operations at the Facility. The County shall maintain its current property insurance covering the premises of the Facility. Certificates evidencing the existence of the policies shall be delivered to SMG prior to the commencement of the Management Term. Notwithstanding the provisions of this Section 8.5(b), the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. With respect to policies procured by it, the Contract Administrator on behalf of the County shall deliver to SMG satisfactory

evidence of such renewal of such policies at least twenty (20) days after a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

8.6 Certain Other Insurance.

(a) If any of the Pre-Existing Agreements consist of agreements with independent contractors to provide services in respect of the Facility, the County shall use its best efforts to cause such contractors to name SMG as an additional insured under any insurance maintained by such contractors pursuant to the terms of such Pre-Existing Agreements and in such event to deliver to SMG promptly after request therefor a certified copy of such policy and a certificate evidencing the existence thereof. In addition, if SMG enters into any agreements during the Management Term and any Renewal Term with any independent contractors for the provision of services hereunder, SMG shall have the right to require such contractors to name SMG as an additional insured under any insurance required by SMG thereunder and to deliver to SMG prior to the performance of such services a certified copy of such policy, plus a certificate evidencing the existence thereof, which policy contains the same type of endorsements and provisions as provided in Section 8.5(c).

(b) SMG shall, within ninety (90) days of the date of this Agreement and at least yearly thereafter, review the insurance carried by the County and SMG covering the Facility or any of SMG's or the County's operations at the Facility, or required of third parties using the Facility, with regard to SMG's experiences at other similar facilities, and shall within fifteen (15) days of such review advise the County in writing of the results of its review and of any changes, additions or increases to the insurance requirements hereunder or applicable to third parties which are advisable under best facility management practices.

(c) The parties hereto shall each immediately notify the other, along with any applicable insurance carrier(s), in writing of any occurrence or discovery which could result in an insurance claim hereunder.

(d) SMG shall require reasonable liability insurance from all third-party users of the Facility and shall enforce the provisions contained in all third party contracts entered into in connection with the Facility, including the insurance requirement contained in all County approved event license, concessionaire, subcontractor and other similar agreements.

9. **Ownership of Assets.**

9.1 Ownership.

The ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Facility shall remain with the County. Ownership of and title to all intellectual property rights of whatsoever value, related to the Facility in any way shall remain the sole property of the County, with the exception of any proprietary software developed by SMG prior to the date of this Agreement. The ownership of consumable assets (such as office supplies and cleaning materials) purchased with Operating Revenues or County funds shall remain with the County, but such

assets may be utilized and consumed by SMG in the performance of services under this Agreement. The ownership of data processing programs and software owned by the County shall remain with the County, and the ownership of data processing programs and Software owned by SMG shall remain with SMG. SMG shall not take or use, for its own purposes, or for those of third parties, customer or exhibitor lists or similar materials developed by the County for the use of the Facility, unless written consent is granted by the County. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by SMG with County funds for use at and for the Facility shall vest in the County automatically and immediately upon purchase or acquisition. The assets of the County as described herein shall not be pledged, lien, encumbered or otherwise alienated or assigned other than in the ordinary course of business of the Facility without the prior approval of the County.

9.2 County Obligations.

Except as herein otherwise set forth, throughout the term of this Agreement, the County will maintain full beneficial use and ownership of the Facility and will pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other security agreements or contracts relating to the Facility to which the County may be bound, and SMG shall reasonably cooperate with the County in this regard.

10. **Assignment; Affiliates.**

10.1 Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, conditioned or delayed. The parties acknowledge that the foregoing does not preclude the assignment by SMG of its rights to receive its management and incentive fees hereunder to its lender(s) as collateral security for SMG's obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover SMG's rights to manage, promote or operate the Facility hereunder.

10.2 SMG Affiliates.

(a) Transactions with Affiliates. In connection with its management responsibilities hereunder relating to the purchase and/or procurement of equipment, materials, supplies, inventories, and services for the Facility, SMG may purchase and/or procure from, or otherwise transact business with, an Affiliate of SMG, subject to review and written approval by the County. In the event SMG purchases and/or procures from, or otherwise transacts business with, an Affiliate of SMG as contemplated by the foregoing sentence, the prices charged and services rendered shall be competitive with those obtainable from others rendering comparable goods and/or services of like kind. To ensure compliance in this respect, SMG agrees to obtain at least two (2) other competitive proposals from Persons other than SMG's Affiliates whenever SMG proposes to transact business with an Affiliate for the provision of such goods or services here-

under, and to provide correct copies of all such proposals to the County prior to entering into the relationship with the Affiliate. In addition, SMG may license the use of the Facility or any part thereof to itself in connection with any event in the promotion of which SMG is involved, so long as the license fee charged is on prevailing rates and terms or such other rates and terms as the County approves.

(b) Conflicts of Interest. The County acknowledges that SMG manages other public assembly facilities which may, from time to time, be in competition with the Facility. The management of competing facilities will not, in and of itself, be deemed a conflict of interest or breach of SMG's duties hereunder; provided, however, in all instances in which the Facility is in competition with other public assembly facilities managed by SMG for the solicitation of certain events, SMG shall not involve its principal office (currently in Philadelphia, Pennsylvania) on behalf of any such other facility in an attempt to influence the decision-making process regarding the selection of a site by such events.

11. Laws and Permits.

11.1 Permits, Licenses, Taxes and Liens.

SMG shall procure any permits and licenses required for the business to be conducted by it hereunder. The County shall cooperate with SMG in applying for such permits and licenses, but the County itself shall not necessarily be a licensee or permittee unless required by the applicable license or permit or unless required by the County for other reasons. SMG shall deliver copies of all such permits and licenses to the Contract Administrator. SMG shall pay promptly, out of the accounts specified in Section 5.6, all taxes, excises, license fees and permit fees of whatever nature arising from its operation, promotion and management of the Facility. SMG shall use reasonable efforts to prevent mechanic's or materialman's or any other lien from becoming attached to the premises or improvements at the Facility, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman, so long as the work, labor or material was provided at SMG's direction and the County has supplied funds for the payment of charges therefor in accordance with this Agreement.

11.2 Governmental Compliance.

SMG, its officers, agents and employees shall comply with all Laws applicable to SMG's management of the Facility hereunder. With respect to the ADA, SMG will comply with Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this Section 11.2 or elsewhere in this Agreement shall, however, require SMG to undertake any of the foregoing compliance activity, nor shall SMG have any liability under this Agreement therefor, if (a) such activity requires any Capital Improvements or Capital Equipment purchases, unless the County provides funds for such Capital Improvements and Capital Equipment purchases pursuant to Section 5.8 hereof, or (b) any Pre-Existing Agreement fails to require any licensee, lessee, tenant, promoter or user of any portion of the Facilities to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Facilities. Fur-

thermore, SMG shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Facility to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Facility.

11.3 No Discrimination in Employment.

In connection with the performance of work under this Agreement, SMG shall not refuse to hire, discharge, refuse to promote or demote, or discriminate in matters of compensation against, any Person otherwise qualified, solely because of race, color, religion, gender, age, national origin, military status, sexual orientation, marital status or physical or mental disability.

12. **Termination.**

12.1 Termination Upon Default.

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than thirty (30) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the thirty (30) day period, the defaulting party shall not be considered in default if it shall within such thirty (30) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default. SMG acknowledges and agrees that neither it nor any concessionaire, vendor, promoter, licensee or other party with whom SMG may deal in connection with the Facility is a tenant of the Facility or has any leasehold or other similar interest in the land of or in the Facility itself, and summary ejectment procedures shall not be applicable to any termination of SMG's rights to manage the Facility hereunder unless SMG refuses to vacate the Facility after termination of this agreement by the County.

12.2 Termination Other than Upon Default.

(a) SMG shall have the right to terminate this Agreement upon sixty (60) days written notice to the County (i) under the circumstances described in Sections 5.2(c) or 5.5 hereof, or (ii) as otherwise set forth herein.

(b) Either party shall have the right to terminate this Agreement under the circumstances specified in Section 13.6(d).

12.3 Effect of Termination.

In the event this Agreement expires or is terminated, (i) all Operating Expenses incurred or irrevocably committed for prior to the effective date of expiration or termination, except any such expenses which are incurred due to a default by SMG which resulted in such ter-

mination, shall be paid using funds on deposit in the account(s) described in Sections 5.6 and 5.7 and to the extent such funds are not sufficient, the County shall pay all such Operating Expenses and shall indemnify and hold SMG harmless therefrom, (ii) the County shall promptly pay SMG all fees earned to the effective date of expiration or termination (the fixed and incentive fees described in Section 4 hereof being subject to proration), provided that the County shall be entitled to offset against such unpaid fees any damages directly incurred by the County in remedying any default by SMG hereunder which resulted in such termination (other than the fees or expenses of any replacement manager for the Facility), and (iii) with the cooperation of SMG, the County shall, or shall cause another management company retained by it to, accept the assignment of SMG's rights, and assume and perform all of SMG's obligations, arising after the date of expiration or termination of this Agreement, under any licenses, occupancy agreements, rental agreements, booking commitments, advertising agreements, concession agreements, and any other contracts relating to the Facility which have been executed by SMG hereunder, except (A) to the extent that any such license, agreement, commitment or contract was executed by SMG in violation of any of the restrictions applicable to SMG's right to execute such licenses, agreements, commitments or contracts contained in this Agreement, and (B) for any such license, agreement, commitment or contract to which the consent of the other party thereto is required for such assignment and assumption unless such consent is obtained (in the case of any such consent, SMG will use commercially reasonable efforts to obtain such consent and the County will cooperate in any reasonable manner with SMG to obtain such consent). Upon the expiration of this Agreement or a termination pursuant to Section 12.1 or 12.2, all further obligations of the parties hereunder shall terminate except for the obligations in this Section 12.3 and in Sections 7.2(c), 7.3, 7.4, 8.1 and 12.4; provided, however, that if such termination is the result of an intentional or grossly negligent default, the nondefaulting party exercising its right to terminate this Agreement shall be entitled to recover damages for breach arising from such willful default. Except with respect to a breach of the confidentiality provisions of Section 2.5 above and losses arising from personal or bodily injury, in no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits), whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by or threatened against the other party.

12.4 Surrender of Premises.

Upon termination of this Agreement (termination shall, for all purposes in this Agreement, include termination pursuant to the terms of this Section 12 and any expiration of the term hereof), SMG shall surrender and vacate the Facility upon the effective date of such termination. The Facility and all equipment and furnishings shall be returned to the County in good repair, reasonable wear and tear excepted, to the extent funds were made available therefor by the County. All reports, records, including financial records, and documents maintained by SMG at the Facility relating to this Agreement other than materials containing SMG's proprietary information shall be immediately surrendered to the County by SMG upon termination.

13. Miscellaneous.

13.1 Use of Facility at Direction of County.

(a) At the direction of the Contract Administrator, upon reasonable advance notice and subject to any preexisting commitments, SMG shall provide use of the Facility or any part thereof to civic and nonprofit organizations located in the locale of the Facility at reduced rates. All event-related expenses, including but not limited to ushers, ticket-takers, security and other expenses incurred in connection with the use of the Facility by such organizations, if not reimbursed to the Facility operating account by the organization using the Facility, shall be reimbursed by the County to the operating accounts specified in Section 5.6. Within thirty (30) days of the execution of this Agreement, and thereafter yearly as part of the annual plan to be provided pursuant to Section 6.2 hereof, SMG shall supply to the County a schedule listing SMG's standard charges for all regular event-related expenses, and such charges shall be the agreed charges, to the extent applicable, for use of the Facility in the circumstances described in this Section.

(b) The County shall have the right to use the Facility or any part thereof, upon reasonable advance notice and subject to any preexisting commitments, for such purposes as meetings, seminars, training classes or other uses without the payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the County.

(c) Except for the Fair, the County shall not schedule use of the Facility pursuant to subparagraphs (a) and (b) above if such use will conflict with paying events booked by SMG and shall in all instances be subordinate thereto in terms of priority of use of the Facility. Except for the Fair, in all instances when the Facility, or part thereof, is to be used at the County's request or by the County pursuant to subparagraph (a) or (b) above, a rent or use fee which otherwise would be chargeable for such event shall be deemed to have been paid and such deemed payment shall constitute Operating Revenues for the purpose of calculating SMG's incentive fee pursuant to Section 4.3 above.

13.2 Cooperation/Mediation.

(a) The parties desire to cooperate with each other in the management and operation of the Facility pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder will first be referred in writing to the parties' respective agents or representatives prior to either party initiating a legal suit, who will endeavor in good faith to resolve any such disputes within the limits of their authority and within forty-five (45) days after the commencement of such discussions. If and only if any dispute remains unresolved after the parties have followed the dispute resolution procedure set forth above, the matter will be resolved pursuant to Section 13.2(b) and (c) below.

(b) If any dispute between the parties has not been resolved pursuant to Section 13.2(a) above, the parties will endeavor to settle the dispute by mediation under the American Arbitration Association or other agreed mediator in the Cabarrus County metropolitan area. Within ten (10) business days from the date that the parties cease direct negotiations pursuant to Section 13.2(a) above, the County shall select a neutral third party mediator, who shall be subject to the reasonable approval of SMG. Each party will bear its own cost of mediation; provided, however, the cost charged by any independent third party mediator will be borne equally by the parties.

(c) The parties agree that any mediation proceeding (as well as any discussion pursuant to Section 13.2(a) above) will constitute settlement negotiations for purposes of the federal and state rules of evidence and will be treated as non-discoverable, confidential and privileged communication by the parties and the mediator. No stenographic, visual or audio record will be made of any mediation proceedings or such discussions. All conduct, statements, promises, offers and opinions made in the course of the mediation or such discussion by any party, its agents, employees, representatives or other invitees and by the mediator will not be discoverable nor admissible for any purposes in any litigation or other proceeding involving the parties and will not be disclosed to any third party.

(d) The parties agree that this mediation procedure will be obligatory and participation therein (but not the mediator's decision, if any, unless agreed to by the parties pursuant to subsection (e) below) legally binding upon each of them. In the event that either party refuses to adhere to the mediation procedure set forth in this Section 13.2, the other party may bring an action to seek enforcement of such obligation in any court of competent jurisdiction.

(e) The parties' efforts to reach a settlement of any dispute will continue until the conclusion of the mediation proceeding. The mediation proceeding will be concluded when: (i) a written settlement agreement is executed by the parties, or (ii) the mediator concludes and informs the parties in writing that further efforts to mediate the dispute would not be useful, or (iii) the parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, either party may withdraw from the mediation proceeding without liability therefor in the event such proceeding continues for more than forty-five (45) days from the commencement of such proceeding. For purposes of the preceding sentence, the proceeding will be deemed to have commenced following the completion of the selection of a mediator as provided in Section 13.2(b).

(f) If any dispute has not been resolved pursuant to the foregoing, either party may terminate this Agreement as provided in Section 12 hereof and/or may file suit in the North Carolina state courts sitting in Cabarrus County to enforce its rights hereunder.

(g) The procedure specified in this Section 13.2 shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party, without prejudice to the above procedures, may file a complaint to seek a preliminary injunction or other provisional judicial relief, if in its sole discretion such action is necessary to avoid irreparable damage or to preserve the status quo ("**Equi-**

table Litigation”). Despite such action, the parties will continue to participate in good faith in the procedures specified in this Section 13.2.

(h) Any interim or appellate relief granted in such Equitable Litigation shall remain in effect until the alternative dispute resolution procedures described in this Section 13.2 concerning the dispute that is the subject of such Equitable Litigation result in a settlement. Such written settlement agreement shall be the final, binding determination on the merits of such dispute, shall supersede and nullify any decision in the Equitable Litigation, and shall preclude any subsequent litigation on such merits (except to enforce the settlement agreement), notwithstanding any determination to the contrary in connection with any Equitable Litigation granting or denying interim relief or any appeal therefrom.

(i) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 13.2 are pending. The parties will take such action, if any, required to effectuate such tolling.

13.3 No Agency, Partnership or Joint Venture.

SMG is an independent contractor hereunder, and is not intended to be or to act as the agent of the County for purposes of the law of agency. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the County and SMG. None of the officers, agents or employees of SMG shall be or be deemed to be employees or agents of the County for any purpose whatsoever.

13.4 Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof, unless in writing executed by the parties after the date hereof and referring to this Agreement.

13.5 Written Amendments.

This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

13.6 Force Majeure.

(a) No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by “Force Majeure” if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of “Force Majeure” that such party is unable to perform. The term “Force Majeure” as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, inability to obtain materials or supplies due to a Force Majeure, epidemics, landslides, earthquakes, civil disturbances, breakage or accident to machinery or lines of equip-

ment, temporary failure of equipment, freezing of equipment, terrorist acts, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

(b) Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefor shall be specifically prohibited or rationed by any Law.

(c) Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the payments payable to SMG shall be claimed by the County or charged against SMG, nor shall SMG be entitled to additional payments beyond those provided for in this Agreement for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future Laws, or by Force Majeure.

(d) In the event of damage to or destruction of the Facility by reason of fire, storm or other casualty or occurrence of any nature or any regulatory action or requirements that, in either case, is expected to render the Facility materially unusable, notwithstanding the County's reasonable efforts to remedy such situation, for a period estimated by an Architect selected by the County at the request of SMG of at least one hundred eighty (180) days from the happening of the fire, other casualty or any other such event, either party may terminate this Agreement upon written notice to the other. In the event that the Facility becomes either wholly or partially unusable as a result of any of the foregoing, appropriate pro rata adjustments to the Benchmark shall be made.

(e) SMG may suspend performance required under this Agreement, without any further liability, in the event of any Force Majeure, which act or occurrence is of such effect and duration as to effectively curtail the use of the Facility so as effect a substantial reduction in the need for the services provided by SMG for a period in excess of ninety (90) days; provided, however, that for the purposes of this subsection, SMG shall have the right to suspend performance retroactively effective as of the date of the use of the Facility was effectively curtailed. "Substantial reduction in the need for these services provided by SMG" shall mean such a reduction as shall make the provision of any services by SMG economically impractical. No payments of the management fees otherwise due and payable to SMG shall be made by the County during the period of suspension. In lieu thereof, the County and SMG may agree to a reduced management fee payment for the period of reduction in services required.

(f) In the event of a substantial increase in any Operating Expense or a substantial decrease in the Operating Revenues not reasonably within the control of either party, the parties shall mutually negotiate in good faith an adjustment to the Benchmark and/or incentive fee formula set forth in Section 4.3 above to take into account such increased cost or decreased Operating Revenues, as the case may be.

13.7 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(b) This Agreement shall not be construed as giving any Person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns and for the benefit of no other Person.

13.8 Notices.

Any notice, consent or other communication given pursuant to this Agreement must be in writing and will be effective either (a) when delivered personally to the party for whom intended, provided a delivery receipt is secured by the deliverer, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the County:

Cabarrus County
Attention: County Manager
65 Church Street South
P.O. Box 707
Concord, North Carolina 28026-0707

With a copy (which shall not constitute notice) to the then-County Attorney.

To SMG:

SMG
300 Conshohocken State Rd., Suite 770
West Conshohocken, PA 19428
Attention: President
Telecopy: (215) 592-6699

With a copy (which shall not constitute notice) to:

Stradley, Ronon, Stevens & Young
2600 One Commerce Square
Philadelphia, PA 19103
Attention: Steven A. Scolari, Esq.
Telecopy: (215) 564-8120

13.9 Section Headings and Defined Terms.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

13.10 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

13.11 Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

13.12 Non-Waiver.

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

13.13 Consent. Wherever the consent or approval of a party is required under the terms of this Agreement, the party whose consent or approval is required shall not unreasonably withhold, condition or delay such consent or approval.

13.14 Certain Representations and Warranties.

(a) The County represents and warrants to SMG the following: (i) all required approvals have been obtained, and the County has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the County and constitutes a valid and binding obligation of the County, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(b) SMG represents and warrants to the County the following: (i) all required approvals have been obtained, and SMG has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by SMG and constitutes a valid and binding obligation of SMG, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

13.15 No Representation as to Operations Results. The County recognizes that Operating Revenues for the Facility are incapable of being estimated with reasonable certainty given that the entertainment industry as a whole fluctuates based upon general economic conditions, current trends in entertainment, available income of patrons, competitive facilities, and a variety of rapidly changing factors beyond the control of SMG. SMG has made no and disclaims any purported or actual representation or warranty as to the results which can be expected from the ownership and operation of the Facility including, without limitation, the Operating Revenues, or Operating Expenses or the accuracy of its projections and estimates thereof. The County recognizes and accepts that all budgets and projections represent SMG's estimate of the expected expenditures and revenues and that SMG is in no way responsible or liable if the actual expenditures and revenues are more or less than that projected (unless and only to the extent such situation is the result of a breach of this Agreement by SMG).


13.16 Governing Law; Consent to Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the internal laws of the State of North Carolina, without giving effect to otherwise applicable principles of conflicts of law. The parties hereby expressly agree that this Agreement is made and is to be performed solely in Cabarrus County, North Carolina, and hereby consent to the subject matter and personal jurisdiction of the North Carolina state courts sitting in Cabarrus County, North Carolina and to venue in Cabarrus County, North Carolina.

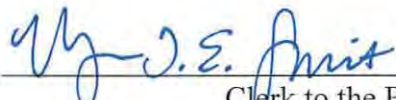
SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.


COUNTY OF CABARRUS, NORTH CAROLINA

By: 
Senior Deputy County Manager


ATTEST:


_____, Clerk to the Board
of Commissioners

SMG

By: 
Name: John Burns
Title: Executive VP and CFO

This instrument has been pre-audited in the manner
Required by the Local Government Budget and
Fiscal Control Act. Subject to approval of
Fiscal Year 2017- budget funding.
2020

By: 
Finance Director / Asst. Finance Director

8-5-15
Date

EXHIBIT "A"
PRE-EXISTING AGREEMENTS

EFF DATE	PO/REF2	AMOUNT		VENDOR	COMMENTS
'06/06/2016	'223	\$ 9,627.84	IAM	'HIGH ROCK WATERPROOFING	'PROJ #109 Painting
'06/06/2016	'224	\$ 12,712.04	IAM	'STONE RESTORATION OF AMERICA	Painting Maint & Repairs
'05/17/2016	'224	\$ 27,322.50	IAM	'STONE RESTORATION OF AMERICA	'PROJ #101 Painting
'04/12/2016	'	\$ 779.35	IAM	'BRADSHAW FLOORING & ACCOUSTICAL INC	'PROJ #107 FURNISH & INSTALL F
'04/05/2016	'	\$ 1,219.32	IAM	'JOHNSON'S ROOFING SERVICE	'ARENA MAIN ROOF/IAM
'04/05/2016	'224	\$ 13,661.25	IAM	'STONE RESTORATION OF AMERICA	'PROJ #101 Painting
'03/14/2016	'	\$ 2,937.50	IAM	'FALCON ENGINEERING INC	'PROFESSIONAL SERVICES/ARENA
'03/01/2016	'227	\$ 8,547.00	IAM	'SHEALY ELECTRICAL WHOLESALERS INC	'PROJ #107 LED lights for sid
'02/15/2016	'	\$ 833.42	IAM	'JOHNSON'S ROOFING SERVICE	'PROJ #107 GUTTER REPAIRS/AREN
'02/03/2016	'228	\$ 1,597.86	IAM	'SHEALY ELECTRICAL WHOLESALERS INC	'PROJ #107 LED lights for Are
'01/07/2016	'125	\$ 1,000.91	IAM	'CITY ELECTRIC SUPPLY COMPANY	'power pedestal
'01/04/2016	'	\$ 1,000.00	IAM	'STONE RESTORATION OF AMERICA	'PROJ #104 WATER TESTING/ARENA
'01/04/2016	'	\$ 1,636.30	IAM	'CAROLINA FIRE CONTROL	'PROJ #107 FIRE SPRINKLER REPA
'12/11/2015	'	\$ 302.85	IAM	'ACME SECURITY SOLUTIONS	'PROJ #107 LOCK REPAIRS/ARENA
'12/07/2015	'	\$ 1,056.00	IAM	'SIEMENS BUILDING TECHNOLOGIES	'PROJ #107 CHILLER REPAIRS/ARE
'12/07/2015	'119	\$ 1,000.91	IAM	'CITY ELECTRIC SUPPLY COMPANY	'PROJ #107 Electrical Accessor
'10/27/2015	'42	\$ 1,015.00	IAM	'H&B FENCING INC	PROJ #107 Fencing Chaing Link
'10/12/2015	'	\$ 775.75	IAM	'A & J CONCRETE	'PROJ #107 SIDEWALK REPAIRS/AR
'09/28/2015	'	\$ 3,833.71	IAM	'ARCHER CONTROLS & ELECTRIC	'ARENA CHILLER CONTROLS/IAM
'09/25/2015	'191	\$ (1,070.98)	IAM	'VINCE VALENTINO	'FAIR - REIMBURSEMENT FOR DAMAG
'09/20/2015	'40	\$ 7,799.94	IAM	'LEFLER ELECTRONICS	'PROJ #106 Fire Alarm Systems
'09/20/2015	'42	\$ 2,648.95	IAM	'H&B FENCING INC	PROJ #107 Fencing Chain Link
'09/08/2015	'	\$ 2,476.00	IAM	'WATSON ELECTRICAL CONSTRUCTION CO. LLC	'PROJ #108 QUOTE/ARENA
'10/20/2015	'63	\$ 7,550.72	IAM	'BRADSHAW FLOORING & ACCOUSTICAL INC	'PROJ #105 Acoustical Ceilings
'09/14/2015	'43	\$ 13,916.28	IAM	'CPSL	'PROJ #103 Video Camera Recor
'06/06/2016	'311	\$ 20,391.37	SMG	'MICHIGAN TUBE SWAGER AND FABRICATORS	'Banquet chairs
'05/17/2016	'183	\$ 40,017.00	SMG	'STAGERIGHT CORPORATION	'CUST #D28026A PIPING & DRAPE
'03/29/2016	'311	\$ 18,841.52	SMG	'MICHIGAN TUBE SWAGER AND FABRICATORS	'50% DEPOSIT Banquet chairs/AR
'03/08/2016	'184	\$ 9,374.80	SMG	'GEORGIA EXPOSITION MFG CORP	'PIPING & DRAPES
'03/08/2016	'189	\$ 4,569.04	SMG	'DENVER EQUIPMENT CO OF CHARLOTTE INC	'ICE MACHINE/ ARENA
'03/01/2016	'186	\$ 13,591.44	SMG	'RESTAURANT MAX INC	'VENTLESS FRYER
'01/19/2016	'187	\$ 1,777.05	SMG	'ZESCO PRODUCTS INC	'FOOD WARMER
		<u>\$ 232,742.64</u>			

Original Budget	\$ 124,065.00
Transfers In (from SMG)	\$ 150,000.00
Transfers In (from County)	<u>\$ 50,000.00</u>
	\$ 324,065.00
Less Amount spent on	
Maint & Repairs (IAM above)	\$ (124,180.42)
Less Amount spent on Capital	
Purchases (SMG above)	<u>\$ (108,562.22)</u>
	\$ 91,322.36

EFF DATE	PO #	AMOUNT	VENDOR	COMMENTS
'06/06/2016	'311	\$ 20,391.37	'MICHIGAN TUBE SWAGER AND FABRICATORS	'Banquet chairs
'05/17/2016	'183	\$ 40,017.00	'STAGERIGHT CORPORATION	'CUST #D28026A PIPING & DRAPE
'03/29/2016	'311	\$ 18,841.52	'MICHIGAN TUBE SWAGER AND FABRICATORS	'50% DEPOSIT Banquet chairs/AR
'03/08/2016	'184	\$ 9,374.80	'GEORGIA EXPOSITION MFG CORP	'PIPING & DRAPES
'03/08/2016	'189	\$ 4,569.04	'DENVER EQUIPMENT CO OF CHARLOTTE INC	'ICE MACHINE/ ARENA
'03/01/2016	'186	\$ 13,591.44	'RESTAURANT MAX INC	'VENTLESS FRYER
'01/19/2016	'187	\$ 1,777.05	'ZESCO PRODUCTS INC	'FOOD WARMER
		<u>\$ 108,562.22</u>		

Contribution from SMG	\$ 150,000.00	
Less Amount Spent	<u>\$ (108,562.22)</u>	Fiscal Year 2016
	\$ 41,437.78	

Budget Revision/Amendment Request

Date: 11/18/2019

Amount: \$ 41,437.78

Dept. Head: Susan Fearington, (prepared by Sarah Chesley)

Department: Finance, Fund 343 and 420

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This Budget Amendment moves funds in the amount of \$41,437.78, from the Arena Capital Projects Fund 420 into the Construction and Renovation Fund 343 for the purchase of a Security Vestibule.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
420	6	8310-6901	Fund Balance Appropriated	20,000.00	41,437.78		61,437.78
420	9	8310-9708	Contribution to Capital Projects Fund	-	41,437.78		41,437.78
343	6	8310-6915	Contribution from Special Revenue fund	-	41,437.78		41,437.78
343	9	8310-9860	Equipment & Furniture	-	41,437.78		41,437.78

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

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

Section I.

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

Park & Recreation Trust Fund (PARTF) Grant	\$ 350,000
Rental – Tower Lease	945,978
Sale of Fixed Assets	1,012,442
Contributions and Donations	148,036
General Fund Contribution	8,455,218
Lease Proceeds (Robert Wallace Park)	4,596,394
Capital Projects Fund Contribution	4,319,370
Capital Reserve Fund Contribution	24,561,439
Special Revenue Contribution	41,438

TOTAL REVENUES	\$44,430,315
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- D. The following appropriations are made as listed.

Government Center Chiller Replacement	\$175,709
Governmental Center ADA Bathrooms	151,469
Government Management Furniture & Fixtures	11,000
Land Bank	2,200,000
Government Center Skylight/Roof Repairs	2,085,000
County Building Camera Systems	24,099
Enterprise Physical Security	300,000
ITS Fiber Technology Improvements	120,000
County Website Design	283,750
Furniture Replacements	184,501
County Operation Center	4,768,787
Elevator Modernization Government Center	176,000
Multiple building Fall Protection Measures	300,000
Jail Camera Upgrade	172,607
LEC Law Enforcement Technology	791,324
Training & Firing Range Renovation	1,750,000
Sheriff's Admin Roof Repair	113,659
Sheriff Radio Communications Tower	160,000
Courthouse Expansion	12,519,000
Clerk of Court Improvements	68,786
Public Safety Training Center	90,000
EMS Headquarters – Consultants	170,000

EMS Co-location – Concord Fire #11	482,761
EMS Heart Monitors	566,111
Emergency Communications Equip & Ethernet Backhaul	2,819,370
JM Robinson High School Wetlands Mitigation	100,000
Landfill Retaining Wall	230,301
Veterans Services Improvements	92,674
Cooperative Ext. ADA Bathrooms	118,812
RCCC Land for future expansion	1,244,001
NE Area Park – Other Improvements	589,024
NE Area Park - Land	1,000,000
Robert Wallace Park	8,147,965
Frank Liske Park – Barn Restrooms	126,405
Carolina Thread Trail	109,329
Frank Liske park Playground Replacement	100,000
Frank Liske Park – Lower Lot Restrooms	728,506
Frank Liske Park – Water Line Replacement	360,000
Camp Spencer – Vending machine Bldg and overlook	425,000
Library - Midland Furniture	40,786
Library – Concord Office Reno	50,000
Arena – Lighting Control System Replacement	175,000
Arena – Building & Storage Replacement	161,000
Arena – Equipment & Furniture	41,437
Unassigned	106,141

TOTAL EXPENDITURES **\$44,430,315**

GRAND TOTAL – REVENUES **\$44,430,315**

GRAND TOTAL – EXPENDITURES **\$44,430,315**

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which

funds are available.

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

Section III.

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

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

Adopted this 18th Day of November, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

County Manager - Purchase of Property for a Future High School

BRIEF SUMMARY:

A site has been reviewed and selected for a future high school. The County, through its real estate consultant, has negotiated the purchase of approximately 101 acres off Kannapolis Parkway. The owners of the combined parcels have agreed on terms and pricing and are ready to enter into a contract for sale. The draft contracts are being completed. Those contracts include a due diligence period to allow for final testing of the property and for a preliminary school layout to be completed. A map of the properties is attached including an inset vicinity map.

REQUESTED ACTION:

Motion to approve the purchase contracts and authorize the County Manager to execute those contracts on behalf of Cabarrus County, subject to review or revisions by the County Attorney; and authorize the Finance Director to prepare the required budget amendment and project ordinance.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

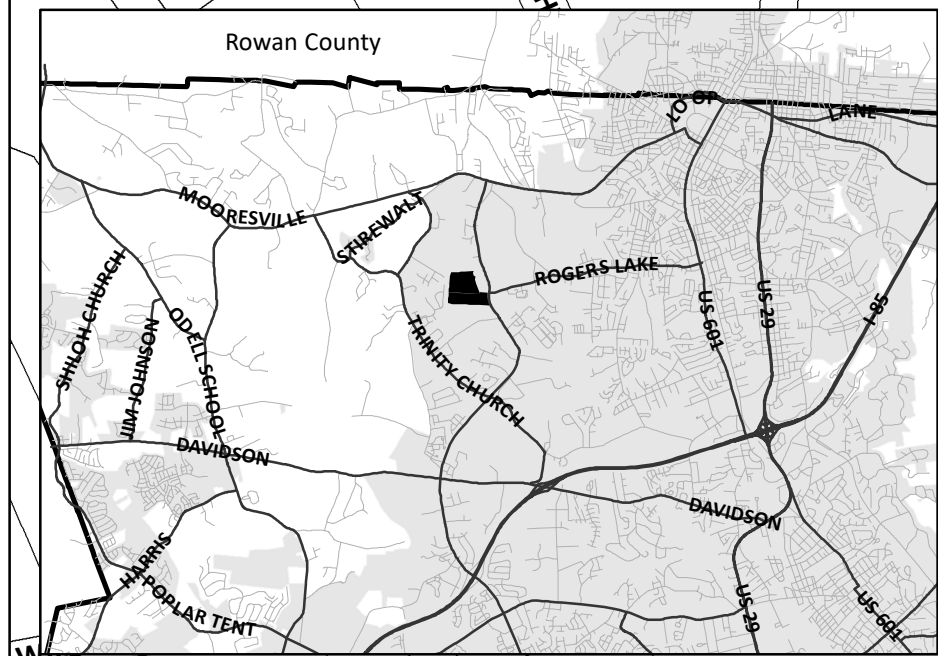
BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Site Map
- ▣ Draft Contract
- ▣ Draft Contract



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

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

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

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

(a) **"Seller":** PATRICIA K. MCLEOD, individually and as sole trustee of the revocable trust of SARAH ZELDA OVERCASH KELLEY

(b) **"Buyer":** CABARRUS COUNTY

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

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

Street Address: Kannapolis Parkway, 44.16 acres
City: Kannapolis Zip: 28083
County: Cabarrus County, North Carolina

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

Legal Description: (Complete *ALL* applicable)

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

The PIN/PID or other identification number of the Property is: 5602-19-3677

Other description: _____

Some or all of the Property may be described in Deed Book 9253 at Page 242

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

\$ 2,650,000.00

\$ 0.00

\$ 25,000.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 2,625,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☐ personal check ☐ official bank check ☒ wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR ☒ within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,

TIME BEING OF THE ESSENCE.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



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

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

(f) **"Escrow Agent"** (insert name): Richard M. Koch

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

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

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

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

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

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on the ninetieth (90) consecutive day thereafter. Buyer will have one option to extend Due Diligence Period for an additional thirty (30) day period. **TIME BEING OF THE ESSENCE.**

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

(l) **"Settlement Date"**: The parties agree that Settlement will take place within thirty (30) days of the expiration of the Due Diligence Period or any extension thereof (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

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

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

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

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement. Whether payable in a lump sum or future installments.

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

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

2. BUYER'S DUE DILIGENCE PROCESS:

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

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

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

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

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

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

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

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

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

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

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

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☐ does ☒ does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan"). **NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

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

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

Other Property Address: _____

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

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

- ☐ is listed with and actively marketed by a licensed real estate broker.
- ☐ will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

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

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

4. BUYER OBLIGATIONS:

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

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

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

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

5. SELLER REPRESENTATIONS:

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

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

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

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

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

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

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

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

6. SELLER OBLIGATIONS:

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

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

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

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

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

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

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

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

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

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

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

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

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

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

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

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

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

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

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

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

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

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

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

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

- | | |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |

☐ Identify other attorney or party drafted addenda: _____

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

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

13. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

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

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

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

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

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

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

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

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

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer: Cabarrus County

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: Michael K. Downs

Title: County Manager

Date: _____

Date: _____

Seller : _____

Date: _____

Seller: _____

Entity Seller: The revocable trust of Sarah Zelda Overcash
Kelley

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: Patricia K. McLeod

Title: Sole Trustee

Date: _____

WIRE FRAUD WARNING

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

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

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

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NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: 65 Church Street, P.O. Box 0707, Concord,
N.C. 28026

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: New Branch Real Estate Advisors, LLC
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Selling Agent: Mark Hermans
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____
Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

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

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: PATRICIA K. MCLEOD, individually and as sole trustee of the revocable trust of SARAH ZELDA OVERCASH KELLEY
("Seller")

Buyer: CABARRUS COUNTY ("Buyer")

Property Address: Kannapolis Parkway, Kannapolis, N.C. ("Property")

☐ **LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

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

Date: _____ Firm: _____

By: _____

(Signature)

(Print name)

☐ **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

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

Date: _____ Seller: _____

(Signature)

Date: _____ Seller: _____

(Signature)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$25,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: Law Offices of Richard M. Koch, PA

By: _____

(Signature)

(Print name)

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

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

Date: _____ Firm: _____

Time: _____ ☐ AM ☐ PM By: _____

(Signature)

(Print name)

Addendum
to
Agreement for Purchase and Sale of Real Property
Between
Cabarrus County and Patricia K. McLeod

1. Should the property (or a portion of the property) require a rezoning by the City of Kannapolis, the Seller will cooperate with the rezoning application process. If the rezoning application is denied by the City of Kannapolis, the Buyer may elect to terminate the Agreement, the Buyer will notify Seller in writing and the Earnest Money will be refunded to the Buyer.

2. The Seller may want different values to be assigned to the part of the property zoned OI and Residential and the part of the property that is commercial, and may want these put in separate contracts. The Buyer is fine with such a change in the documentation so long as the total purchase price and the Earnest Money amounts do not change.

3. This property is being purchased as part of the site for a new public high school. It will be part of the Cabarrus County Schools system. Both Cabarrus County as Buyer and the Cabarrus County Schools have the right to condemn property under their eminent domain powers, although they try to purchase property they need rather than condemn it. The County could have condemned this property instead of purchasing it, but preferred reaching this Agreement with the Seller.

4. This Agreement and the Buyer's obligations under this Agreement are completely contingent upon the Buyer being able to purchase approximately 59 acres from Norris J. James and Diane O. James adjacent to this property and known as PIN 5603-10-3716, on terms completely acceptable to Buyer. Should Buyer be unable to complete the purchase of the James property on its terms, Buyer may terminate this Agreement and receive a refund of the Earnest Money.

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

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

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

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

(a) **"Seller":** NORRIS J. JAMES and wife, DIANNE O. JAMES

(b) **"Buyer":** CABARRUS COUNTY

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

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

Street Address: Kannapolis Parkway
City: Kannapolis Zip: 28083
County: Cabarrus County, North Carolina

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

Legal Description: (Complete *ALL* applicable)

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

The PIN/PID or other identification number of the Property is: part of 5603-10-3716

Other description: approximately 59 acre portion of the Property of the Seller known as parcel 5603-10-3716, including all of such property which is zoned OI and RL and an access strip of C2 zoned property to align with Rogers Lake Road to provide a main entrance to the site. The exact dimensions of what is being purchased will be defined by a survey to be completed during the Due Diligence Period.

Some or all of the Property may be described in Deed Book 9253 at Page 242

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

\$ 2,322,202.83

\$ 0.00

\$ 25,000.00

\$ 0.00

\$ 0.00

\$ 0.00

paid in U.S. Dollars upon the following terms: what is shown is the multiplication of \$39,359.37 times 59 acres. The exact will be rounded to the nearest 1,000th of an acre and will be determined by the survey

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☐ personal check ☐ official bank check ☒ wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR ☒ within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,

TIME BEING OF THE ESSENCE.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

\$ 2,297,202.83

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

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

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

(f) **"Escrow Agent"** (insert name): Richard M. Koch

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

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

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

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

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

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on the ninetieth (90) consecutive day thereafter. Buyer will have one option to extend Due Diligence Period for an additional thirty (30) day period. ***TIME BEING OF THE ESSENCE.***

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

(l) **"Settlement Date"**: The parties agree that Settlement will take place within thirty (30) days of the expiration of the Due Diligence Period or any extension thereof (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

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

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

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

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement. Whether payable in a lump sum or future installments.

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

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

2. BUYER'S DUE DILIGENCE PROCESS:

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

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

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

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

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

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

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

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

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

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

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

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☐ does ☒ does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan"). **NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

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

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

Other Property Address: _____

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

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

- ☐ is listed with and actively marketed by a licensed real estate broker.
- ☐ will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

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

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

4. BUYER OBLIGATIONS:

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

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

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

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

5. SELLER REPRESENTATIONS:

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

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

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

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

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

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

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

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

6. SELLER OBLIGATIONS:

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

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

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

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

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

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

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

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

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

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

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

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

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

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

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

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

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

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

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

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

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

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

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

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

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Additional Signatures Addendum (Form 3-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Loan Assumption Addendum (Form 2A6-T)

- ☐ Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Short Sale Addendum (Form 2A14-T)

☐ Identify other attorney or party drafted addenda: _____

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

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

13. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

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

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

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

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

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

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

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

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

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer: Cabarrus County

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: Michael K. Downs

Title: County Manager

Date: _____

Date: _____

Seller : _____
Norris J. James

Date: _____

Seller: _____
Dianne O. James

Entity Seller: _____

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name:

Title: Sole Trustee

Date: _____

WIRE FRAUD WARNING

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

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

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

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NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: 65 Church Street, P.O. Box 0707, Concord,
N.C. 28026

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: New Branch Real Estate Advisors, LLC
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Selling Agent: Mark Hermans
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____
Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

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

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: NORRIS J. JAMES and wife, DIANNE O. JAMES ("Seller")

Buyer: CABARRUS COUNTY ("Buyer")

Property Address: Kannapolis Parkway, Kannapolis, N.C. ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____

Seller: _____
(Signature)

Date: _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$25,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Law Offices of Richard M. Koch, PA

By: _____
(Signature)

(Print name)

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

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

Date: _____

Firm: _____

Time: _____ ☐ AM ☐ PM

By: _____
(Signature)

(Print name)

Addendum
to
Agreement for Purchase and Sale of Real Property
Between
Cabarrus County and Norris J. James and Dianne O. James.

1. Should the property (or a portion of the property) require a rezoning by the City of Kannapolis, the Seller will cooperate with the rezoning application process. If the rezoning application is denied by the City of Kannapolis, the Buyer may elect to terminate the Agreement, the Buyer will notify Seller in writing and the Earnest Money will be refunded to the Buyer.

2. The Buyer agrees to allow the Seller to remove several large trees from the property before Closing. The Seller will clearly identify each tree to be removed before the expiration of the Due Diligence Period. The Buyer also agrees to allow the Seller to access the sewer, water, stormwater and road improvements that will serve the new school. The exact location of that access and the nature of such access will be determined in the sole discretion of the Buyer and Cabarrus County Schools. The cost for accessing and installing access to the infrastructures will be borne by the Seller.

3. This Agreement and the Buyer's obligations under this Agreement are completely contingent upon the Buyer being able to purchase approximately 45 acres from Patricia K. McLeod adjacent to this property and known as PIN 5602-19-3677, on terms completely acceptable to Buyer. Should Buyer be unable to complete the purchase of the McLeod property on its terms, Buyer may terminate this Agreement and receive a refund of the Earnest Money.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Finance - Contractual Incentive Payment for SMG (Cabarrus Arena)

BRIEF SUMMARY:

The contract between Cabarrus County and SMG, the operator of the Cabarrus Arena and Events Center, includes annual incentive payments based on quantitative and qualitative measurements, as well as food sale volumes. The attached documents detail the calculations of the incentive amounts. This document has been reviewed by Finance and County Manager staff and is in keeping with the contract. A budget amendment for the incentive payments is included with this agenda item.

REQUESTED ACTION:

Motion to approve the incentive payments and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Jonathan Marshall, Deputy County Manager
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- ▢ Arena Incentive Calculation
- ▢ Incentive Amendment



Cabarrus Arena Management Fees for FY2019

The management agreement between Cabarrus County and SMG outlines fees for SMG related to certain performance thresholds. This total fee is composed of a quantitative portion relating to Gross Operating Revenue and a qualitative portion relating to more subjective performance measures.

Quantitative Fee

For the year ending June 30, 2019, SMG surpassed the \$1,455,062 Gross Operating Revenue threshold that triggers the quantitative fee. Gross Operating Revenue for the year was \$1,570,690. In accordance with the management agreement, SMG should receive a quantitative fee which is the lesser of fifteen percent of Gross Operating Revenue in excess of the threshold or a quantitative fee cap equal to seventy-five percent of the base fee.

The calculated quantitative fee based on Gross Operating Revenue in excess of the threshold is as follows:

\$ 1,570,690	Gross Operating Revenue
- \$ 1,455,062	Fee Threshold
\$ 115,627	Gross Operating Revenue in Excess of Fee Threshold
x 15%	Percentage of Excess Revenue Available for Fee
\$ 17,344	Potential Quantitative Fee for FY 2019

The calculation to determine the quantitative fee cap is:

\$106,164	Base Management Fee
x 75%	Cap Percentage
\$79,623	Maximum Possible Quantitative Fee

Based on these calculations and the current management agreement, the quantitative fee due SMG for fiscal year 2019 is \$17,344.

Qualitative Fee

For the fiscal year ending June 30, 2019, Cabarrus County staff awarded SMG ninety of a possible one hundred points in the subjective performance areas of customer service, maintenance and operations, and overall management. Applying the formulas outlined in the management agreement results in a qualitative fee to SMG of \$23,887.

\$26,541	Maximum Qualitative Fee per Agreement
x 90%	Percentage of Total Points Awarded to SMG
\$23,887	Qualitative Fee Due SMG

Total Management Fees Due SMG

The total of all the performance-related management fees due SMG is \$41,231. This includes the Quantitative Fee of \$17,344 and Qualitative Fee of \$23,887 described above.



Cabarrus Arena Food & Beverage Management Fees for FY2019

The current Food and Beverage Services Agreement between SMG, Cabarrus County, and SMG Food and Beverage, LLC sets a fee schedule if SMG Food and Beverage produces a profit at the Cabarrus Arena location. This schedule ties SMG Food and Beverage fees directly to profitability and provides a method of distributing profits between the parties to the agreement.

Profitability-Related Fee

For the fiscal year ending June 30, 2019, SMG Food and Beverage produced \$82,526 Net Operating Income from operations on \$766,072 in Gross Revenue at Cabarrus Arena. Applying the formula specified in the Food and Beverage Services Agreement results in a fee of \$38,304 to SMG Food and Beverage.

\$766,072	Gross Food & Beverage Revenue
x 5%	Percentage of Gross Revenue Due SMG F&B
\$ 38,304	Food & Beverage Fee Due SMG F&B

Profit Distribution

The current Food and Beverage Services Agreement defines the term "Positive Net Operating Income" as Net Operating Income for the fiscal year less any profitability-related fee for that year. The agreement specifies that the first \$50,000 of Net Operating Income remains with the facility, the next \$50,000 goes to SMG Food and Beverage, and anything in excess of \$100,000 remains with the facility. This distribution results in a total of \$50,000 remaining with the facility and \$0 to SMG Food and Beverage for the fiscal year ending June 30, 2019.

\$ 82,526	Net Operating Income
-\$ 38,304	SMG F&B Profitability-Related Fee
\$ 44,222	Positive Net Operating Income Available for Distribution
-\$ 44,222	Initial Amount to Remain with Facility
\$ 0	Positive Net Operating Income Distributed to SMG F&B

Total of Food & Beverage Fees Due SMG

The total Food & Beverage fees due SMG is \$38,304. This includes the \$38,304 profitability-related fee and \$0 profit distribution described above.

SMG - Cabarrus Arena & Events Center
Gross Revenue Statement
For the Twelve Months Ending June 30, 2019

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
Gross Ticket Sales	\$ 463,973	\$ 804,719	(340,746)	\$ 463,973	\$ 804,719	(340,746)
Rent	594,024	544,509	49,515	594,024	544,509	49,515
Total Ticket Sales / Rent	1,057,997	1,349,228	(291,231)	1,057,997	1,349,228	(291,231)
Service Revenue						
Advertising Billed	520	1,552	(1,032)	520	1,552	(1,032)
Sponsorship Income	0	0	0	0	0	0
Labor Billed	46,532	75,260	(28,728)	46,532	75,260	(28,728)
Changeover Setup Billed	96,181	116,978	(20,797)	96,181	116,978	(20,797)
Stagehands Billed	15,762	0	15,762	15,762	0	15,762
Security Billed	40,491	55,725	(15,234)	40,491	55,725	(15,234)
Ushers & Ticket Takers Billed	25,253	23,779	1,474	25,253	23,779	1,474
Box Office Billed	2,118	9,289	(7,171)	2,118	9,289	(7,171)
Ticket Services Billed	0	0	0	0	0	0
Utilities Billed	22,660	25,974	(3,314)	22,660	25,974	(3,314)
Police or Fire Billed	0	0	0	0	0	0
Traffic Control Billed	10,775	0	10,775	10,775	0	10,775
EMT Medical Billed	5,487	6,964	(1,477)	5,487	6,964	(1,477)
Production Materials Billed	0	0	0	0	0	0
Supervisors Billed	19,231	0	19,231	19,231	0	19,231
Cleaning Billed	90,521	101,122	(10,601)	90,521	101,122	(10,601)
Other Labor Billed	0	0	0	0	0	0
Insurance Billed	1,180	0	1,180	1,180	0	1,180
License & Permits Billed	13,200	11,513	1,687	13,200	11,513	1,687
Telephone Billed	0	0	0	0	0	0
Equipment Rental Billed	99,534	94,237	5,297	99,534	94,237	5,297
Damages Billed	130	0	130	130	0	130
Other Production Billed	77,298	103,540	(26,242)	77,298	103,540	(26,242)
Talent Billed	45,000	0	45,000	45,000	0	45,000
Other Services Billed	15	240	(225)	15	240	(225)
Total Service Revenue	611,888	626,173	(14,285)	611,888	626,173	(14,285)
Gross Direct Event Revenue	1,669,885	1,975,401	(305,516)	1,669,885	1,975,401	(305,516)

Gross Ancillary Revenue

An SMG Managed Facility

SMG - Cabarrus Arena & Events Center
Gross Revenue Statement
For the Twelve Months Ending June 30, 2019

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
F & B Concession Sales	461,485	394,287	67,198	461,485	394,287	67,198
F & B Catering Sales	304,587	205,466	99,121	304,587	205,466	99,121
Novelty Sales	8,036	3,527	4,509	8,036	3,527	4,509
Parking Revenue	216,139	198,972	17,167	216,139	198,972	17,167
Total Ancillary Revenue	990,247	802,252	187,995	990,247	802,252	187,995
Other Event Related Revenue	35,527	17,616	17,911	35,527	17,616	17,911
Other Operating Income	43,585	46,500	(2,915)	43,585	46,500	(2,915)
Total Gross	\$ 2,739,244	\$ 2,841,769	(102,525)	\$ 2,739,244	\$ 2,841,769	(102,525)

~~X <463,973>~~
 ① <166,072>
 1,509,199
 ② 82,526
 1,591,725 ③

An SMG Managed Facility

SMG - Cabarrus Arena & Events Center
Food & Beverage Income Statement
For the One Month Ending June 30, 2019

	Current Month Actual	Current Month Budget	Last Year Actual	Year to Date Actual	Year to Date Budget	Last Year Actual
REVENUE						
Concession Revenue	\$ 23,014	\$ 9,414	\$ 14,617	\$ 461,485	\$ 394,287	\$ 426,936
Catering Revenue	17,715	6,159	11,366	304,587	205,466	195,540
Total Net Revenue	40,729	15,573	25,983	766,072	599,753	622,476
COST OF GOODS SOLD						
Concession CGS	12,216	3,209	5,682	185,706	143,853	161,624
Catering CGS	8,559	3,030	5,547	121,451	58,275	59,349
Total Cost of Goods Sold	20,775	6,239	11,229	307,157	202,128	220,973
DIRECT COSTS						
Concessions Labor	4,653	2,234	4,324	102,971	103,533	97,912
Catering Labor	7,258	2,064	3,252	79,749	47,304	47,390
Direct Concessions Costs	0	48	0	857	1,387	2,477
Direct Catering Costs	301	160	848	7,876	10,648	8,413
Total Direct Costs	12,212	4,506	8,424	191,453	162,872	156,192
GROSS PROFIT	7,742	4,828	6,330	267,462	234,753	245,311
INDIRECT EXPENSES						
Salaries Administration	7,832	8,028	8,101	103,972	96,336	67,496
General - Part-Time	(2,049)	250	919	1,952	3,000	24,229
Bonus - Performance	0	0	0	0	0	(980)
Auto Allowance	0	0	0	0	0	600
Payroll Taxes	301	797	521	5,274	9,586	4,856
Benefits	642	2,697	634	14,851	32,364	10,008
401 (k)	213	156	263	2,701	1,927	1,034
Workers Compensation Ins.	523	375	384	4,779	4,500	4,595
Other Contracted Services	0	0	0	409	0	0
Meals & Entertainment	82	25	0	370	300	307
Over & Short	0	0	0	22	0	86
Employee Training	635	19	0	635	250	345
Cable Expense	0	0	0	0	0	50
Operating Supplies-F&B	0	0	0	203	0	592

SMG - Cabarrus Arena & Events Center
Food & Beverage Income Statement
For the One Month Ending June 30, 2019

	Current Month Actual	Current Month Budget	Last Year Actual	Year to Date Actual	Year to Date Budget	Last Year Actual
Flower Decorations-F&B	0	38	0	774	500	758
Renewals & Replacements-F	4,711	163	0	6,020	2,000	853
Laundry & Linen-F&B	0	0	0	0	0	30
Menu Costs-F&B	0	0	0	0	0	307
Repair&Maintenance-F&B	0	0	0	45	0	1,614
Uniforms-F&B	0	0	0	275	0	0
Miscellaneous Operating Exp	252	40	0	1,212	480	0
Uniforms	0	19	0	13	250	0
Kitchen Supplies	886	413	54	3,125	5,000	1,216
F&B Base Fee	2,037	2,499	1,307	38,304	29,988	31,124
Total Indirect Expense	16,065	15,519	12,183	184,936	186,481	149,120
Net Income (Loss)	\$ (8,323)	\$ (10,691)	\$ (5,853)	\$ 82,526	\$ 48,272	\$ 96,191

Budget Revision/Amendment Request

Date: **11/18/2019**

Amount: **79,535.00**

Dept. Head: **Susan Fearington (prepared by staff)**

Department: **Finance - Arena**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This budget amendment appropriates fund balance from the General Fund and allocates funds to pay the Arena performance management fees to SMG Management Company. The fees are calculated per the SMG/Cabarrus County contract dated July 1, 2015 and are related to specific profitability and performance measurements. Fees are composed of a quantitative portion relating to Gross Operating Revenue and a qualitative portion relating to more subjective performance measures. The incentive for the Arena Operations is \$41,231 and the incentive for the Food & Beverage is \$38,304.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	1960-6901	Fund Balance Appropriated	2,500,000.00	79,535.00		2,579,535.00
001	9	1960-9741	Contribution to SMG	723,710.00	79,535.00		803,245.00
420	6	8310-6902	Contribution from General Fund	723,710.00	79,535.00		803,245.00
420	9	8310-9404	Performance Incentives	-	41,231.00		41,231.00
420	9	8310-9404-FSVC	Performance Incentives Food & Beverage	-	38,304.00		38,304.00

Budget Officer

☐ Approved
☐ Denied

Signature

Date

County Manager

☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

☐ Approved
☐ Denied

Signature

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Finance - Update of Investment Policy, List of Banking Institutions and List of Investment Officers

BRIEF SUMMARY:

Finance staff worked with the Local Government Commission, the North Carolina Capital Management Trust, and reviewed other jurisdictions to update the County's Investment policy. The policy has not been updated in several years. Some of the updates include 1) a new 40% commercial paper limit, 2) clear descriptions of the Finance Director and Investment Officer responsibilities and roles, and 3) a requirement that investment institutions/brokers be evaluated annually. The updated investment policy, list of banking institutions and list of investment officers are included for your review and approval.

REQUESTED ACTION:

Motion to approve the updated Investment Policy, list of Banking Institutions, and list of authorized Investment Officers.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- ▣ County Investment Policy, Banking Institutions and Investment Officer List



Cabarrus County Investment Policy

I. Scope

Applicability. North Carolina General Statute (NCGS) 159-30 authorizes local governments to invest all or part of the cash balance of any fund. The Board approved Cabarrus County Investment Policy, ("investment policy"), sets forth procedures for the County's investment program in order to ensure all public monies are appropriately and safely invested. The term "investment program" encompasses all investment actions in which the Finance Director along with the assistance of the investment officer(s) engage with the purpose of earning investment revenue on public funds. The investment policy and program refer to the **shorter-term investment of operating monies**. The investment of unspent bond proceeds, employees' retirement monies or other non-operating monies are not within the scope of this policy or managed by this investment program.

Pooling. In accordance with NCGS 159-30(e), Cabarrus County consolidates cash balances from numerous funds, with the possible exception of certain restricted or specialized funds, to maximize investment revenue. Quarterly, investment revenues are allocated across funds based on individual average quarterly fund balances.

II. Objectives

Cabarrus County's investment program objectives, in order of priority, are:

1. *Safety.* Protecting the principal of public monies is the primary objective of the investment program. Careful consideration of credit and interest rate risks help mitigate the risks of principal losses.
 - a. *Credit risk.* The risk of loss of a security's value, due to the failure of the issuer of the security, is defined as credit risk. Cabarrus County mitigates this risk by:
 - i. Investing only in legally authorized securities as defined by NCGS 159-30(c).
 - ii. Transacting only with pre-qualified financial institutions, brokers and dealers.
 - iii. Diversifying its portfolio to minimize the effect of an individual security's loss on the County's portfolio.
 - b. *Interest rate risk.* The risk of loss of a security's market value due to changes in interest rates is defined as interest rate risk. Cabarrus County mitigates this risk by:
 - i. Investing primarily in shorter-term securities. The County will not invest in any security with a maturity date of more the five (5) years from the date of purchase without first receiving approval from the Board of Commissioners.
 - ii. Staggering the maturities of investments using a laddering strategy so that maturities will meet cash requirements, avoiding the need to sell on the open market.



Cabarrus County Investment Policy

2. *Liquidity.* Ensuring the County has access to monies to meet anticipated cash needs is defined as liquidity. All investment purchases are made with the intent to hold the investment to maturity. If investment is to be liquidated before maturity, approval of Deputy County Manager or County Manager will be required.
The risk of an illiquid portfolio, however, can be avoided by ensuring a portion of the investment portfolio is placed in the North Carolina Capital Management Trust (NCCMT) accounts or the custodian sweep account. The NCCMT Government portfolio and custodian sweep account offers same-day liquidity and the NCCMT Term portfolio can be accessed according to established time deadlines for the County's operational needs.
3. *Yield.* The County builds its investment portfolio to obtain the best possible actualized yield after fees & investment costs, once the primary objectives of safety and liquidity are met.

III. Standards of care

1. *Delegation of authority.* NCGS 159-30(a) authorizes the Finance Director to manage investments subject to whatever restrictions and directions the governing board may impose. The Finance Director shall have the power to purchase, sell, and exchange securities on behalf of the governing board. NCGS 159-25(a)(6) also requires the county Board appointed Finance Director to supervise the investment of idle funds for the County. With the assistance of the designated investment officer(s) [attachment A], the Finance officer will be responsible for managing the investment program in accordance with the Board approved investment policy. No other individual may engage in any investment transactions on behalf of Cabarrus County.
2. *Due diligence.* The Finance Director and authorized investment officers shall be relieved of personal responsibility in the event unexpected circumstances arise causing a loss of principal, provided due diligence was performed when purchasing the investment. Due diligence is evidenced by purchasing and managing the investment program in accordance with this investment policy.
3. *Conflicts of interest.* The Finance Director and authorized investment officers are prohibited from making personal investments with a broker or dealer with whom Cabarrus County utilizes to purchase investments. In addition, they must disclose, to the County Manager (and to the governing board, at the discretion of the County Manager) any material interests in any financial institutions with whom Cabarrus County utilizes in the investment program. The Finance Director and investment officers must refrain from any act that could impair the ability to make unbiased investment decisions, including any action that could result in personal gain.



Cabarrus County Investment Policy

IV. Safekeeping and custody

Third-party safekeeping. Cabarrus County will contract with a third-party safekeeping institution who will serve as custodian of investments. Investment trades must be executed on a delivery vs. payment (DVP) method to ensure purchased securities are delivered prior to the release of any funds. Evidence of proper safekeeping will be monitored through online access to the County's custodial account. Also, the custodian must present the County with a monthly safekeeping statement.

As investments produce earnings or are liquidated, the funds shall be directly wired either to a bank delegated by the Cabarrus County Board of Commissioners as an official depository and collateralized as required by G.S.159-31 or to an investment account allowable under G.S. 159-30 such as the NCCMT.

1. *Authorized dealers, brokers and financial institutions.* The Finance Director, or authorized investment officer(s), will maintain a listing of approved financial institutions, dealers (primary or regional), and brokers providing investment services to Cabarrus County. Financial institutions, dealers and brokers are selected by the Finance Director and investment officer(s) based upon the broker's experience, knowledge of NC Local Government Investment law (G.S. 159-30) and the needs of Cabarrus County.
 - a. The Finance Director, or authorized investment officer(s) will be responsible for completing the proper due diligence of the approved and proposed financial institutions, dealers (primary or regional), and brokers providing investment services to Cabarrus County. The following documentation must be reviewed before approval and on an annual basis:
 - i. Audited financial statements
 - ii. FINRA (Broker Check)
 - iii. Credit Ratings from at least two reporting agencies

V. Authorized investments

Authorized investments. NCGS 159-30(c) provides a comprehensive listing of legally authorized investments. Cabarrus County's portfolio may only include the classes of securities specifically authorized by this statute. The following is not an exhaustive list but includes the most common legally authorized investments:

1. Obligations of the United States or obligations fully guaranteed as to principal and interest by the United States.
2. Obligations of the Federal Farm Credit Bank, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Fannie Mae, and Governmental National Mortgage Association.



Cabarrus County Investment Policy

3. Obligations of the State of North Carolina.
4. Bonds and notes of any North Carolina local government or public authority.
5. Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligation at the date of purchase.
 - a. Examples of nationally recognized rating agencies include Standard & Poors, Fitch and Moodys
6. Participating shares in a mutual fund for local government investment, approved by the Local Government Commission.
 - a. NCCMT Government Portfolio
 - b. NCCMT Term Portfolio
7. Total investment in commercial paper shall not exceed 40% of the total portfolio, the investment of commercial paper of a single issuer shall not exceed 10% of the total portfolio at the time of investment.

VI. Internal controls and reporting

1. *Internal controls.* Adequate segregation of the investment program duties of transacting, approving and reporting will be accomplished by following these internal control procedures:
 - a. The Finance Director will supervise the investment officers to transact directly with financial institutions, brokers and dealers to build and manage the County's investment portfolio.
 - b. The Finance Director or Assistant Finance Director will review, pre-audit and sign documentation of an investment purchase.
 - c. The Finance Director will maintain adequate records to identify all investment purchases and maturities. These records will serve as supporting documentation for all investment journal entries made to the County's general ledger.
 - d. An investment officer will prepare a monthly reconciliation of the County's investment portfolio, supported by a custodial account safekeeping statement, to the County's general ledger.
 - e. The Finance Director or Assistant Finance Director will review the supporting documentation and approve the reconciliation.

At no time may the Finance Director, Assistant Finance Director or any other authorized investment officer perform both the duties of transacting and approving.



Cabarrus County Investment Policy

This investment policy shall be reviewed on an annual basis in November. Any changes must be approved by the Finance Director, Deputy County Manager, or County Manager and the County Board.

2. *Reporting.* An investment officer will be responsible for maintaining adequate records for investments.
 - a. *Schedule of investments.* A schedule of investments will be maintained that includes the security name, purchase date, cost, maturity date, and yield. This schedule will be used as supporting documentation for the monthly reconciliation.
 - b. *Mark-to-market.* At the end of the fiscal year, an investment officer will mark the value of investments, when appropriate, to market value in accordance with the guidance promulgated by the Governmental Accounting Standards Board (GASB). On the monthly reconciliation, an investment officer will report the variance between the cost and market value of investment portfolio. If the Finance Director believes this variance is material, and may adversely impact the financial statements, the Finance Director and investment officer will determine what action, if any, is necessary and will report the decision to the County Manager.
 - c. *Semi-annual LGC-203 report.* A semi-annual report of cash and investments will be prepared and submitted by an investment officer each January and July as required by NCGS 159-33. With the report a supplemental schedule of investments will also be submitted that includes the specific security name, purchase date, cost, maturity date and the market value of each investment as of the report date. This required report provides the Local Government Commission division of the North Carolina State Treasurer's Office with all cash and investment balances at December 31 and June 30.

Authorized Investment Officers

Attachment A

Finance DirectorSusan B. Fearrington

Assistant Finance DirectorSuzanne Burgess

Accounting SupervisorKatrina Myers-Arnold

Cabarrus County
Approved Banking Institutions

<u>Bank</u>	<u>Official</u>	
	<u>Depositories (1)</u>	<u>Investments (2)</u>
Sun Trust	X	
Fifth Third	X	
BB&T	X	X
Regions Bank	X	X
First Bank	X	
North Carolina Cash Management Trust	X	X
Multi-Bank Securities		X
Raymond James		X

(1) Designated as official depositories per G.S.159-31

(2) Approved for investing purposes per G.S.159-30

Updated October 15, 2019

For approval by BOC on November 18, 2019

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Infrastructure and Asset Management - Courthouse Expansion Project Schematic Design Approval

BRIEF SUMMARY:

Staff and design team to provide update on Cabarrus County Courthouse Expansion project and request Board of Commissioners approval on schematic design.

REQUESTED ACTION:

Motion to approve presented schematic design of courthouse expansion project.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Tom Potts, Silling Architects
Jody Driggs, Silling Architects
Honorable Judge Marty McGee

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- ▣ Funding Plan
- ▣ Schematic Design

Cabarrus County
Courthouse Project
As of 10-30-19

Funding Plan

Category	Project Estimates	Established Funding	Balance needed	GMP #1 Site Enabling Feb 2020	GMP#2 Construction June 2020	GMP#3 Renovation September 2022
Consultant	\$ 223,096	\$ 83,096	\$ 140,000	\$ -	\$ 140,000	\$ -
Engineers	515,000	165,000	350,000	350,000		
Architect						
Main Contract	8,890,408	8,308,000	582,408	582,408		
RFQ - Commissioning	300,000	-	300,000		300,000	
Construction						
Pre-Construction	1,111,000	1,111,000	-	-		
GMP #1 - Site Enabling	6,722,116		6,722,116	6,722,116		
GMP #2 - New Construction	88,221,926		88,221,926		88,221,926	
GMP #3 - Renovation	14,090,357		14,090,357			14,090,357
Other Improvements						
Property Acquisition & Utility Relocation (includes What-A-Burger changes)	2,359,572	2,359,572	-	-		
Equipment and Furnishings						
Furnishing, Fixtures and Equipment	4,000,000		4,000,000		4,000,000	
Audio Visual						
Contingency	5,600,000	491,803	5,108,197		5,108,197	
Total Project	\$ 132,033,475	\$ 12,518,471	\$ 119,515,004	\$ 7,654,524	\$ 97,770,123	\$ 14,090,357

CABARRUS COUNTY COURTHOUSE

Schematic Design Phase

Concord, North Carolina

November 4, 2019



CABARRUS COUNTY
America Thrives Here

SILLING
ARCHITECTS

GMP1

SITE ENABLING

GMP2

NEW CONSTR.

GMP3

RENOVATIONS

SCHEMATIC DESIGN COMPLETION

1. SPACE PLANNING STAKEHOLDERS

- District Court
- Superior Court
- District Attorney
- Clerk of Courts
- Community Corrections
- Juvenile Justice
- Guardian Ad Litem
- Conflict Resolution
- Mediation
- Sheriff – Court Security
- Facilities
- Bar Association

2. BUILDING SYSTEMS PROGRAMMING AND PRELIMINARY DESIGN

- Interior Finishes
- Structural Framing and Foundation Systems
- Exterior Envelope
- HVAC
- Electrical Power and Lighting
- Plumbing and Fire Protection
- IT and Communications
- Audio Visual
- Furniture, Fixtures and Equipment

3. BUILDING ELEVATIONS DEVELOPMENT

- Building Form + Massing
- Prelim Building Materials

4. PLAZA AND SITE DEVELOPMENT

- Site Utilities
- Hardscaping and Landscaping

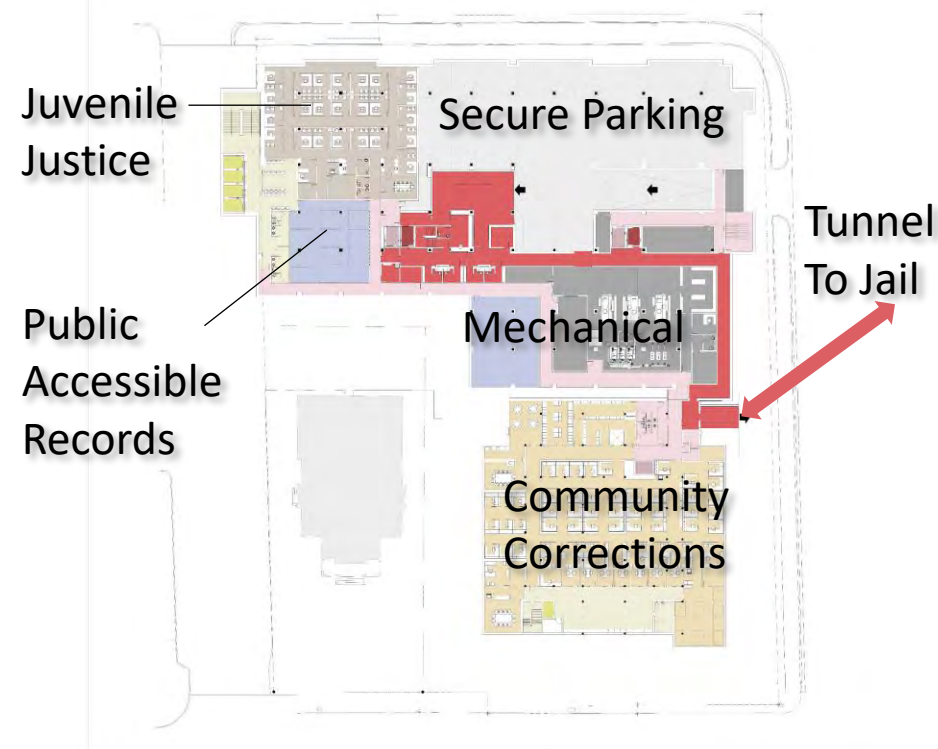
Other Key Stakeholders

- ✓ City of Concord
- ✓ County Planning
- ✓ City Fire Department
- ✓ Public Review & Comment
- ✓ Local Business Owners/
- ✓ State Fire Marshal
- ✓ AOC

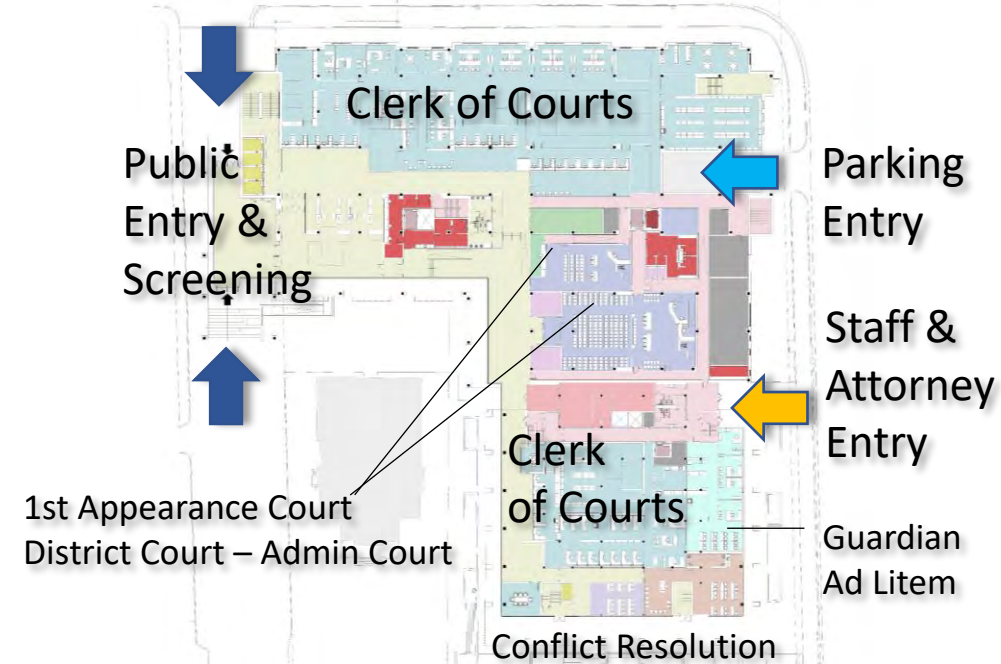
SCHEMATIC DESIGN COMPLETION AUGUST 31

- Design Doc. to Messer/Liles and KDM Consultants for Schematic Design Level Estimate

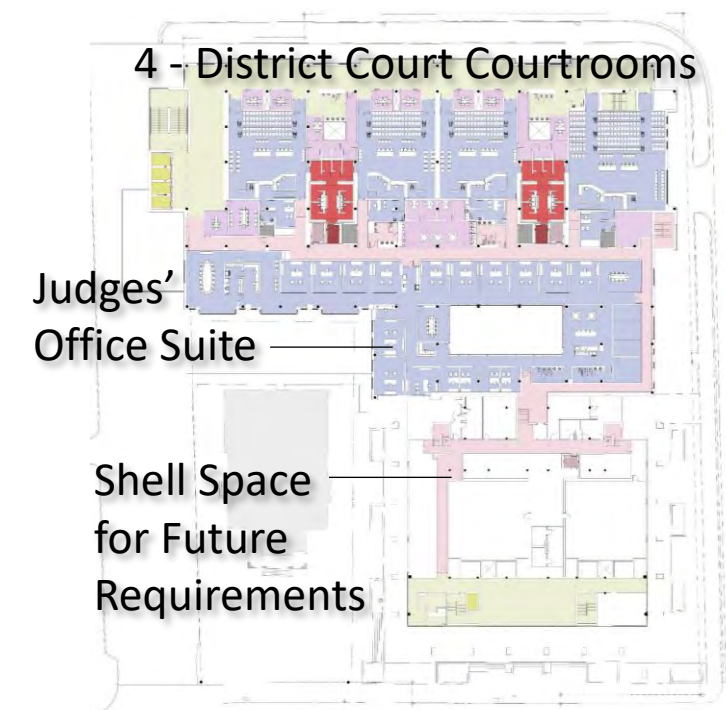
BASEMENT



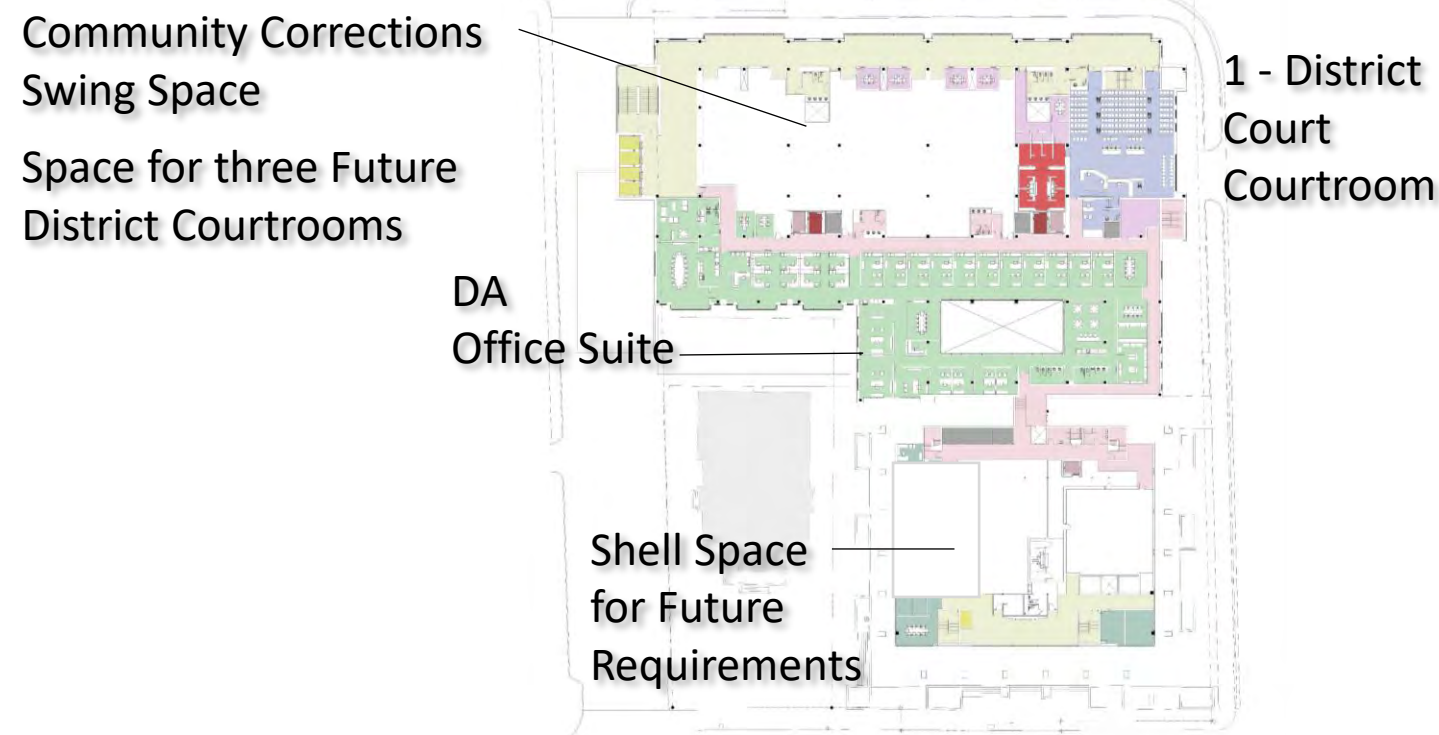
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR



COURTROOM SUMMARY

- 1 - Clerk of Court Courtroom
- 7 - District Court Courtrooms
- 4 - Superior Court Courtrooms
- 7 - Possible Future Courtrooms



PERSPECTIVE
Union St. Site Approach

Corban and Church Intersection



View from Union Street



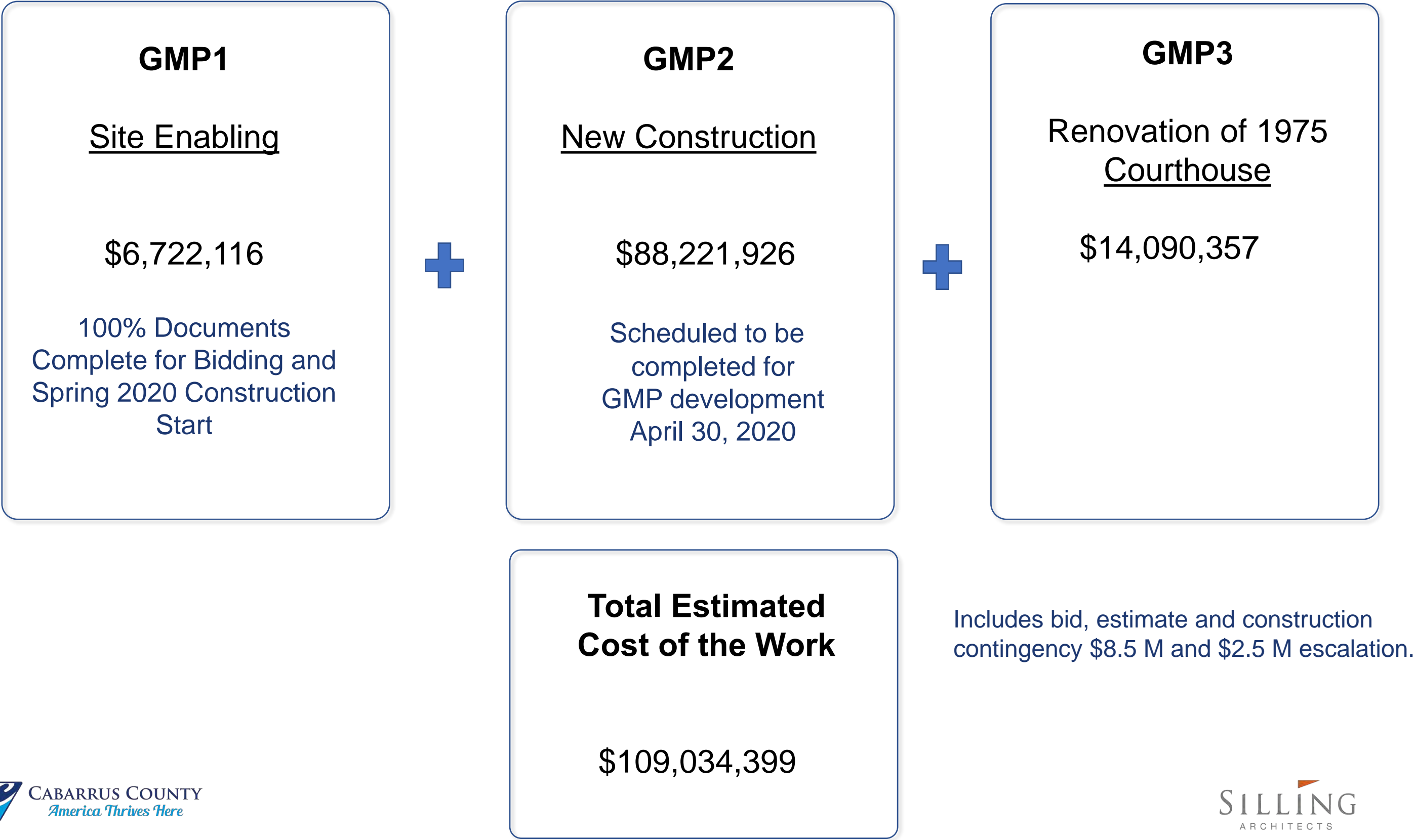
Church and Means Intersection



View of Entrance



SCHEMATIC DESIGN LEVEL “COST OF THE WORK” ESTIMATE



QUESTIONS?



PERSPECTIVE

View from County Government Building

SILLING
ARCHITECTS

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Infrastructure and Asset Management - Offer for Purchase of Surplus Ambulances

BRIEF SUMMARY:

After receiving an offer of \$1,000 from joinETA.com for the purchase of County Asset 8357, a 2014 Chevrolet ambulance (VIN: 1GB6G5CL1E1108867) and a second offer of \$1,000 from joinETA.com for the purchase of County Asset 8358, another 2014 Chevrolet ambulance (VIN: 1GB6G5CL6E1108279), a notice for upset bids was published. Staff provided an update on the status of the bid process at the work session.

REQUESTED ACTION:

Motion to accept the offer and proceed with the sale of County Asset 8357, a 2014 Chevrolet ambulance (VIN: 1GB6G5CL1E1108867) and County Asset 8358, another 2014 Chevrolet ambulance (VIN: 1GB6G5CL6E1108279), to joinETA.com.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Michael Miller, Infrastructure and Asset Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Offer to Purchase



September 13,2019

**Cabarrus County EMS
31 Willowbrook Road
Concord, NC 28025**

2219 Bleckley Court
Charlotte, NC 28270



Dear Jimmy,

**Thank you for taking the time to show the two (2)
nonfunctioning Ambulance you no longer have use for.
Please know that we only have use for the Modules but are
willing to get rid of the chassis. Our offer is as follows;**

**1GB6G5CL1E1108867 - \$ 1,000.00
1GB6G5CL6E1108279 - \$ 1,000.00**



Sincerely,

Eric Vogl

Eric Vogl Sr.

President of Sales

joinETA.COM

joinETAmarketplace.com

joinETA.com, LLC



CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Sheriff's Office - Request to Award a Service Weapon to Sergeant Sara Price Upon Retirement

BRIEF SUMMARY:

Sergeant Sara Price will retire from the Cabarrus County Sheriff's Office on November 29, 2019. Pursuant to N.C.G.S. 20-187.2, it is requested that Sergeant Price's service weapon (Sig Sauer P320 .40 caliber, serial number 58C351917) be declared surplus property, and awarded to her for the price of \$1.00.

REQUESTED ACTION:

Motion to declare a service weapon (Sig Sauer P320 Serial Number 58C351917) as surplus property and award it to Sergeant Price for the price of \$1.00 upon her retirement.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Chief Deputy James Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

▢ Receipt

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DATE 10/11/19 **RECEIPT** **353962**
RECEIVED FROM James Bailey
ADDRESS _____
FOR Sig Sauer serial 580351717 DOLLARS \$ 1.00
Sura Price Model # P320

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	<u>1.00</u>
AMOUNT PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY Anita Ducker

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CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Tax Administration - Refund and Release Reports - October 2019

BRIEF SUMMARY:

The Release Report contains taxpayers' names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.

Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

REQUESTED ACTION:

Motion to approve the October 2019 Refund and Release Reports as submitted, including the NCVTS Refund Report, and grant authority to the Tax Collector to process the refunds and releases.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

M. David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- ▢ Release Refund Summary
- ▢ Release Refund Detail
- ▢ NCVTS Refund Report

Summary of Releases and Refunds for the Month Of October 2019

RELEASES FOR THE MONTH OF: OCTOBER 2019

\$46,330.48

BREAKDOWN OF RELEASES:

COUNTY	\$31,184.44
CITY OF CONCORD	\$5,831.14
CITY OF KANNAPOLIS	\$6,410.38
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
CITY OF CONCORD DOWNTOWN	\$0.00
TOWN OF HARRISBURG	\$542.73
TOWN OF MIDLAND	\$286.50
TOWN OF MT. PLEASANT	\$0.00
ALLEN F/D	\$176.04
COLD WATER F/D	\$0.00
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$0.00
GEORGEVILLE F/D	\$2.55
GOLD HILL F/D	\$0.00
HARRISBURG F/D	\$2.89
JACKSON PARK F/D	\$0.00
MIDLAND F/D	\$0.00
MT MITCHELL F/D	\$1,222.63
MT PLEASANT F/D	\$587.05
NORTHEAST F/D	\$0.00
ODELL F/D	\$4.51
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$79.62
KANNAPOLIS RURAL F/D	\$0.00
CONCORD RURAL F/D	\$0.00

REFUNDS FOR THE MONTH OF: OCTOBER 2019

\$151.16

BREAKDOWN OF REFUNDS:

COUNTY	\$0.00
CITY OF CONCORD	\$0.00
CITY OF KANNAPOLIS	\$151.16
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
CITY OF CONCORD DOWNTOWN	\$0.00
TOWN OF HARRISBURG	\$0.00
TOWN OF MIDLAND	\$0.00
TOWN OF MT. PLEASANT	\$0.00
ALLEN F/D	\$0.00
COLD WATER F/D	\$0.00
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$0.00
GEORGEVILLE F/D	\$0.00
GOLD HILL F/D	\$0.00
HARRISBURG F/D	\$0.00
JACKSON PARK F/D	\$0.00
MIDLAND F/D	\$0.00
MT. MITCHELL F/D	\$0.00
MT. PLEASANT F/D	\$0.00
NORTHEAST F/D	\$0.00
ODELL F/D	\$0.00
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$0.00
KANNAPOLIS RURAL F/D	\$0.00
CONCORD RURAL F/D	\$0.00

OCTOBER 2019 RELEASE REPORT

Name	Bill#	Reason	District	Amount
ALLAN MILES COMPANIES INC	2019-11731	BOER DECISION: STATUTE 105-322	C ADVLTAX	26.64
ALLAN MILES COMPANIES INC	2019-11731	BOER DECISION: STATUTE 105-322	CI02ADVLTA	17.28
ALLAN MILES COMPANIES INC	2019-11737	BOER DECISION: STATUTE 105-322	C ADVLTAX	26.64
ALLAN MILES COMPANIES INC	2019-11737	BOER DECISION: STATUTE 105-322	CI02ADVLTA	17.28
ALLAN MILES COMPANIES INC	2019-11747	BOER DECISION: STATUTE 105-322	C ADVLTAX	79.92
ALLAN MILES COMPANIES INC	2019-11747	BOER DECISION: STATUTE 105-322	CI02ADVLTA	51.84
ALLAN MILES COMPANIES INC	2019-11751	BOER DECISION: STATUTE 105-322	C ADVLTAX	226.44
ALLAN MILES COMPANIES INC	2019-11751	BOER DECISION: STATUTE 105-322	CI02ADVLTA	146.88
ALLAN MILES COMPANIES INC	2019-11752	BOER DECISION: STATUTE 105-322	C ADVLTAX	226.44
ALLAN MILES COMPANIES INC	2019-11752	BOER DECISION: STATUTE 105-322	CI02ADVLTA	146.88
ALLAN MILES COMPANIES INC	2019-11753	BOER DECISION: STATUTE 105-322	C ADVLTAX	226.44
ALLAN MILES COMPANIES INC	2019-11753	BOER DECISION: STATUTE 105-322	CI02ADVLTA	146.88
ALLEN DARRELL LANCE	2019-505517	105-317 TIMELY APPEAL	C ADVLTAX	102.40
ALLEN DARRELL LANCE	2019-505517	105-317 TIMELY APPEAL	CI04ADVLTA	87.18
BAR-TAB CORPORATION	2018-16545	RELEASED PER ZLS	C LEGLFEE	60.00
BEAMON JULIE LINKER	2018-17035		C GARNFEE	58.50
BENTON BRICE FRANKLIN	2019-18117	105-322 BOER FOR LATE	C ADVLTAX	459.76
BENTON BRICE FRANKLIN	2019-18117	105-322 BOER FOR LATE	FR08ADVLTA	54.67
BISHOP BRENTON J	2010-32696	PROPERTY SOLD, 105-381	C ADVLTAX	5.42
BISHOP BRENTON J	2010-32696	PROPERTY SOLD, 105-381	C PEN FEE	0.54
BISHOP BRENTON J	2011-17397	PROPERTY SOLD, 105-381	C ADVLTAX	5.15
BISHOP BRENTON J	2011-17397	PROPERTY SOLD, 105-381	C PEN FEE	0.52
BISHOP BRENTON J	2009-17294	PROPERTY SOLD, 105-381	C PEN FEE	0.57
BISHOP BRENTON J	2009-17294	PROPERTY SOLD, 105-381	C ADVLTAX	5.70
BISHOP BRENTON J	2012-17454	PROPERTY SOLD, 105-381	C ADVLTAX	5.60
BISHOP BRENTON J	2012-17454	PROPERTY SOLD, 105-381	C PEN FEE	0.56
BISHOP BRENTON J	2013-17510	PROPERTY SOLD, 105-381	C ADVLTAX	5.60
BISHOP BRENTON J	2013-17510	PROPERTY SOLD, 105-381	C PEN FEE	0.56
BISHOP BRENTON J	2014-17764	PROPERTY SOLD, 105-381	C ADVLTAX	5.60
BISHOP BRENTON J	2014-17764	PROPERTY SOLD, 105-381	C PEN FEE	0.56
BLUME HOMEOWNERS ASSN INC	2019-19635	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19635	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19643	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19643	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19636	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19636	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19637	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19637	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19634	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19634	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19641	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19641	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19631	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19631	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19630	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19630	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19632	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19632	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19629	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19629	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19628	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19628	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19633	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19633	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19646	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19646	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19645	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19645	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19644	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	56.98
BLUME HOMEOWNERS ASSN INC	2019-19644	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	27.34
BLUME HOMEOWNERS ASSN INC	2019-19638	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19638	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19639	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19639	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19642	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	35.52
BLUME HOMEOWNERS ASSN INC	2019-19642	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	17.04
BLUME HOMEOWNERS ASSN INC	2019-19647	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	292.23
BLUME HOMEOWNERS ASSN INC	2019-19647	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	140.19
BLUME HOMEOWNERS ASSN INC	2019-19640	LATE EXCLUSION (BOER)- STATUTE	C ADVLTAX	178.27
BLUME HOMEOWNERS ASSN INC	2019-19640	LATE EXCLUSION (BOER)- STATUTE	CI01ADVLTA	85.52
BOYNTON ROBERT P & ELIZABETH E	2019-20894	DUPLICATE TAXATION, 105-381	C ADVLTAX	3.70
BOYNTON ROBERT P & ELIZABETH E	2019-20894	DUPLICATE TAXATION, 105-381	CI04ADVLTA	3.15
CABARRUS BREWING COMPANY LLC	2019-786	BOER DECISION. NCGS 105-312	C ADVLTAX	2838.51
CABARRUS BREWING COMPANY LLC	2019-786	BOER DECISION. NCGS 105-312	C PEN FEE	1135.40
CABARRUS BREWING COMPANY LLC	2019-786	BOER DECISION. NCGS 105-312	CI02ADVLTA	1946.41
CABARRUS BREWING COMPANY LLC	2019-786	BOER DECISION. NCGS 105-312	CI02PEN FEE	778.56
CACHINE ROBERT EDWARD JR	2019-500424	tax jurisdiction 105381	C ADVLTAX	13.86
CACHINE ROBERT EDWARD JR	2019-500424	tax jurisdiction 105381	FR07ADVLTA	2.89
CALLOWAY CUSTOMS SECURITY CORP	2019-502614	NO EVIDENCE OF GAP 105381	C ADVLTAX	171.14
CALLOWAY CUSTOMS SECURITY CORP	2019-502614	NO EVIDENCE OF GAP 105381	CI02ADVLTA	114.10
CARPENTER INDUSTRIES INC	2019-25324	INFORMAL VALUE APPEAL. NCGS	C ADVLTAX	139.87
CARPENTER INDUSTRIES INC	2019-25324	INFORMAL VALUE APPEAL. NCGS	CI02ADVLTA	90.72
CARPENTER STEPHEN C	2015-24632	Fees Paid directly to ZLS-	C TITLFEE	1000.00
CARPENTER STEPHEN C	2015-24632	Fees Paid directly to ZLS-	C LEGLFEE	362.60
CNC MEDICAL LLC	2016-28122	Fees paid to ZLS- RELEASE all	C TITLFEE	1000.00
CNC MEDICAL LLC	2016-28122	Fees paid to ZLS- RELEASE all	C LEGLFEE	356.64

CRIM BRITTNEY RAE	2019-501011	TAX JURISDICTION 105381	C ADVLTAX	187.96
CRIM BRITTNEY RAE	2019-501011	TAX JURISDICTION 105381	CI02ADVLTA	125.30
DEREK DRYE CONSTRUCTION LLC	2019-977	INFORMAL VALUE APPEAL. NCGS	C ADVLTAX	914.47
DEREK DRYE CONSTRUCTION LLC	2019-977	INFORMAL VALUE APPEAL. NCGS	C PEN FEE	548.68
DEREK DRYE CONSTRUCTION LLC	2019-977	INFORMAL VALUE APPEAL. NCGS	FR09ADVLTA	107.91
DEREK DRYE CONSTRUCTION LLC	2019-977	INFORMAL VALUE APPEAL. NCGS	FR09PEN FEE	64.74
DEREK DRYE CONSTRUCTION LLC	2019-976	INFORMAL VALUE APPEAL. NCGS	C ADVLTAX	1573.66
DEREK DRYE CONSTRUCTION LLC	2019-976	INFORMAL VALUE APPEAL. NCGS	C PEN FEE	786.83
DEREK DRYE CONSTRUCTION LLC	2019-976	INFORMAL VALUE APPEAL. NCGS	FR09ADVLTA	185.69
DEREK DRYE CONSTRUCTION LLC	2019-976	INFORMAL VALUE APPEAL. NCGS	FR09PEN FEE	92.85
DEREK DRYE CONSTRUCTION LLC	2019-975	INFORMAL VALUE APPEAL. NCGS	C ADVLTAX	1245.48
DEREK DRYE CONSTRUCTION LLC	2019-975	INFORMAL VALUE APPEAL. NCGS	C PEN FEE	498.19
DEREK DRYE CONSTRUCTION LLC	2019-975	INFORMAL VALUE APPEAL. NCGS	FR09ADVLTA	146.97
DEREK DRYE CONSTRUCTION LLC	2019-975	INFORMAL VALUE APPEAL. NCGS	FR09PEN FEE	58.79
DEREK DRYE CONSTRUCTION LLC	2019-974	INFORMAL VALUE APPEAL. NCGS	C ADVLTAX	1196.48
DEREK DRYE CONSTRUCTION LLC	2019-974	INFORMAL VALUE APPEAL. NCGS	C PEN FEE	358.94
DEREK DRYE CONSTRUCTION LLC	2019-974	INFORMAL VALUE APPEAL. NCGS	FR09ADVLTA	141.18
DEREK DRYE CONSTRUCTION LLC	2019-974	INFORMAL VALUE APPEAL. NCGS	FR09PEN FEE	42.35
DEREK DRYE CONSTRUCTION LLC	2019-973	INFORMAL VALUE APPEAL. NCGS	C ADVLTAX	1180.26
DEREK DRYE CONSTRUCTION LLC	2019-973	INFORMAL VALUE APPEAL. NCGS	C PEN FEE	236.05
DEREK DRYE CONSTRUCTION LLC	2019-973	INFORMAL VALUE APPEAL. NCGS	FR09ADVLTA	135.40
DEREK DRYE CONSTRUCTION LLC	2019-973	INFORMAL VALUE APPEAL. NCGS	FR09PEN FEE	27.08
DEREK DRYE CONSTRUCTION LLC	2019-972	INFORMAL VALUE APPEAL. NCGS	C ADVLTAX	1166.43
DEREK DRYE CONSTRUCTION LLC	2019-972	INFORMAL VALUE APPEAL. NCGS	C PEN FEE	116.64
DEREK DRYE CONSTRUCTION LLC	2019-972	INFORMAL VALUE APPEAL. NCGS	FR09ADVLTA	130.20
DEREK DRYE CONSTRUCTION LLC	2019-972	INFORMAL VALUE APPEAL. NCGS	FR09PEN FEE	13.02
DOUGLAS JAMES W	2017-34863	PER ZLS INSTRUCTIONS	C LEGLFEE	20.00
EAVES ANSON E	2018-36562	RELEASE DEMO FEE-WRONG BILL-	CI04DEMOfEE	399.50
FREEZE MARION CARLEEN R	2019-41767	PER CITY OF KANNAPOLIS,	CI04DEMOfEE	152.00
GLEDHILL MICHAEL SCOTT	2014-42136		C GARNFEE	60.00
GLEDHILL MICHAEL SCOTT	2014-42136	PROPERTY NOT OWNED, TAX	C ADVLTAX	11.20
GLEDHILL MICHAEL SCOTT	2014-42136	PROPERTY NOT OWNED, TAX	C PEN FEE	1.12
GLEDHILL MICHAEL SCOTT	2014-42136	PROPERTY NOT OWNED, TAX	CI04ADVLTA	9.60
GLEDHILL MICHAEL SCOTT	2014-42136	PROPERTY NOT OWNED, TAX	CI04PEN FEE	0.96
GLEDHILL MICHAEL SCOTT	2013-41780	PROPERTY NOT OWNED, TAX	C ADVLTAX	11.20
GLEDHILL MICHAEL SCOTT	2013-41780	PROPERTY NOT OWNED, TAX	C PEN FEE	1.12
GLEDHILL MICHAEL SCOTT	2013-41780	PROPERTY NOT OWNED, TAX	CI04ADVLTA	8.96
GLEDHILL MICHAEL SCOTT	2013-41780	PROPERTY NOT OWNED, TAX	CI04PEN FEE	0.90
GLEDHILL MICHAEL SCOTT	2012-41898	PROPERTY NOT OWNED, TAX	C ADVLTAX	11.20
GLEDHILL MICHAEL SCOTT	2012-41898	PROPERTY NOT OWNED, TAX	C PEN FEE	1.12
GLEDHILL MICHAEL SCOTT	2012-41898	PROPERTY NOT OWNED, TAX	CI04ADVLTA	8.96
GLEDHILL MICHAEL SCOTT	2012-41898	PROPERTY NOT OWNED, TAX	CI04PEN FEE	0.90
GLEDHILL MICHAEL SCOTT	2010-10386	PROPERTY NOT OWNED, TAX	C ADVLTAX	10.08
GLEDHILL MICHAEL SCOTT	2010-10386	PROPERTY NOT OWNED, TAX	C PEN FEE	1.01
GLEDHILL MICHAEL SCOTT	2010-10386	PROPERTY NOT OWNED, TAX	CI04ADVLTA	7.84
GLEDHILL MICHAEL SCOTT	2010-10386	PROPERTY NOT OWNED, TAX	CI04PEN FEE	0.78
GLEDHILL MICHAEL SCOTT	2011-41865	PROPERTY NOT OWNED, TAX	C ADVLTAX	10.08
GLEDHILL MICHAEL SCOTT	2011-41865	PROPERTY NOT OWNED, TAX	C PEN FEE	1.01
GLEDHILL MICHAEL SCOTT	2011-41865	PROPERTY NOT OWNED, TAX	CI04ADVLTA	7.84
GLEDHILL MICHAEL SCOTT	2011-41865	PROPERTY NOT OWNED, TAX	CI04PEN FEE	0.78
HEAGGANS GWENDOLYN MASSEY	2018-49463	NOTICE FROM EMPLOYER/TERM	C GARNFEE	60.00
HUDGENS GARLAND THOMAS	2015-51971	Cabarrus Countv auction- April	C TITLFEE	775.00
HUDGENS GARLAND THOMAS	2015-51971		C TITLFEE	-775.00
HUDGENS GARLAND THOMAS	2015-51971		C LEGLFEE	448.24
HUDGENS GARLAND THOMAS	2015-51971		C LEGLFEE	-448.24
HWY 49 COMMERCIAL PROPRTIES	2019-54727	Per annexation 2019-02 and	FR16ADVLTA	587.05
INSURANCE AUTO AUCTIONS	2019-55112	RELEASE LATE LIST PENALTY 105-	C PEN FEE	209.78
INSURANCE AUTO AUCTIONS	2019-55112	RELEASE LATE LIST PENALTY 105-	FR08PEN FEE	24.95
LANIER MARY ELIZABETH	2017-60766		C GARNFEE	60.00
LAZENBY JANIS BROWN	2019-62117	105.381 clerical error	C ADVLTAX	41.74
LAZENBY JANIS BROWN	2019-62117	105.381 clerical error	CI04ADVLTA	35.53
LOGAN WILLIAM B	2017-63371	105381 MISSED TRANSFER OF	C ADVTFEE	1.50
LOGAN WILLIAM B	2018-63557	105381 MISSED TRANSFER OF	C ADVLTAX	332.71
LOGAN WILLIAM B	2018-63557	105381 MISSED TRANSFER OF	CI06ADVLTA	92.42
LOGAN WILLIAM B	2017-63371	105381 MISSED TRANSFER OF	C ADVLTAX	323.47
LOGAN WILLIAM B	2017-63371	105381 MISSED TRANSFER OF	CI06ADVLTA	92.42
LOGAN WILLIAM B	2018-63557	105381 MISSED TRANSFER OF	C ADVTFEE	1.50
LOGAN WILLIAM B	2019-64187	105381 MISSED TRANSFER OF	C ADVLTAX	341.95
LOGAN WILLIAM B	2019-64187	105381 MISSED TRANSFER OF	CI06ADVLTA	101.66
MUHAMMAD ERICH NAIM	2019-502584	JURISDICTION CORRECTION. 105-	C ADVLTAX	105.41
MUHAMMAD ERICH NAIM	2019-502584	JURISDICTION CORRECTION. 105-	CI02ADVLTA	70.27
PIRES COLIN ANTHONY	2019-505319	TAX JURISDICTION 105317	C ADVLTAX	38.85
PIRES COLIN ANTHONY	2019-505319	TAX JURISDICTION 105317	CI02ADVLTA	25.20
PRINCE DENIECIA VESHAUN	2019-502243	NO EVIDENCE OF GAP 105381	C ADVLTAX	72.36
PRINCE DENIECIA VESHAUN	2019-502243	NO EVIDENCE OF GAP 105381	CI02ADVLTA	48.24
SALON LA SHAE INC	2019-88622	TAX CODE/JURISDICTION	CI02ADVLTA	167.98
SCOTT JUDY GENTLE	2020-500216	105381 - DUPLICATE TAX	C ADVLTAX	85.75
SCOTT JUDY GENTLE	2020-500216	105381 - DUPLICATE TAX	CI02ADVLTA	55.62
SCR SELECT CLEANING &	2019-89809	PROPERTY SOLD. NCGS 105-381	C ADVLTAX	49.03
SCR SELECT CLEANING &	2019-89809	PROPERTY SOLD. NCGS 105-381	FR11ADVLTA	4.51
SHOE LISA ANN	2018-90543		C GARNFEE	60.00
SISSON TRAVIS	2019-92457	PROPERTY SOLD 105-381	C ADVLTAX	20.53
SISSON TRAVIS	2019-92457	PROPERTY SOLD 105-381	FR13ADVLTA	2.55
SMITHER TIMOTHY T & WIFE	2019-93950	G.S. 105-381 missed transfer	C ADVLTAX	553.82
SMITHER TIMOTHY T & WIFE	2019-93950	G.S. 105-381 missed transfer	CI02ADVLTA	359.23
SNOW AUDREY L	2018-93161		C GARNFEE	60.00
STEWART MARK A JR	2019-96164		C BDCKCOST	25.00
STEWART MARK A JR	2019-96164		C BDCKPEN	728.00
TERGUS PHARMA LLC	2019-98974	INFORMAL VALUE APPEAL. NCGS	C ADVLTAX	6660.00
TERGUS PHARMA LLC	2019-98974	INFORMAL VALUE APPEAL. NCGS	C PEN FEE	666.00

TERGUS PHARMA LLC	2019-98974	INFORMAL VALUE APPEAL. NCGS	CI04ADVLTX	5670.00
TERGUS PHARMA LLC	2019-98974	INFORMAL VALUE APPEAL. NCGS	CI04PEN FEE	567.00
TROUTMAN LAND INVESTMENTS INC	2019-101007	105381 MISSED TRANSFER OF	C ADVLTAX	2296.74
TROUTMAN LAND INVESTMENTS INC	2019-101007	105381 MISSED TRANSFER OF	CI02ADVLTX	1489.78
TUCKER NICKY W	2019-101490	G.S. 105-322 BOER FOR LATE	C ADVLTAX	684.91
TUCKER NICKY W	2019-101490	G.S. 105-322 BOER FOR LATE	FR09ADVLTX	76.45
VALERA AOUILINO LEON	2015-98079		C GARNFEE	60.00
VAN ALLEN ROBERT	2019-102368	105381 MISSED TRANSFER OF	C ADVLTAX	1736.93
VAN ALLEN ROBERT	2019-102368	105381 MISSED TRANSFER OF	FR04ADVLTX	176.04
VILCHIS SALVADOR	2019-500448	JURISDICTION CORRECTION, 105-	C ADVLTAX	50.39
VILCHIS SALVADOR	2019-500448	JURISDICTION CORRECTION, 105-	CI02ADVLTX	32.69



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 11/1/2019 1:19:35 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
AIRHEART, WILSON DAVIS	AIRHEART, WILSON DAVIS		2989 OLD SALISBURY	CONCORD, NC 28025	Proration	0047345956	B136DU	PENDING	114220234	Refund Generated due to proration on Bill #0047345956-2018-	Vehicle Sold	10/08/2019	C ADVL	Tax	(\$3.93)	\$0.00	(\$3.93)
													FR03ADVL	Tax	(\$0.33)	\$0.00	(\$0.33)
																Refund	\$4.26
ALLEN, CASSIE LEE	ALLEN, CASSIE LEE		67 ADMIRAL AVE SW	CONCORD, NC 28027	Proration	0042426253	FAS5540	PENDING	171041178	Refund Generated due to proration on Bill #0042426253-2018-	Vehicle Sold	10/04/2019	C ADVL	Tax	(\$50.22)	\$0.00	(\$50.22)
													CI02ADVL	Tax	(\$33.49)	\$0.00	(\$33.49)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$83.71
AUER, JENNIFER LYNN	AUER, JENNIFER LYNN		3605 CENTERGROVE ROAD	CONCORD, NC 28025	Proration	0045083395	FJP2470	PENDING	114636514	Refund Generated due to proration on Bill #0045083395-2018-	Tag Surrender	10/17/2019	C ADVL	Tax	(\$42.51)	\$0.00	(\$42.51)
													FR09ADVL	Tax	(\$4.88)	\$0.00	(\$4.88)
																Refund	\$47.39
AUSTIN, MELISSA KAY	AUSTIN, MELISSA KAY		1512 BUCKLEBURY CT	CHARLOTTE, NC 28269	Adjustment < \$100	0025801236	BDA4849	PENDING	171867768	Refund Generated due to adjustment on Bill #0025801236-2018-	Mileage	10/16/2019	C ADVL	Tax	(\$11.52)	\$0.00	(\$11.52)
													CI02ADVL	Tax	(\$7.68)	\$0.00	(\$7.68)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$19.20
AVERY, BOBBY LEE	AVERY, BOBBY LEE		4638 FALCON CHASE DR SW	CONCORD, NC 28027	Proration	0042973502	FEH3557	PENDING	170854752	Refund Generated due to proration on Bill #0042973502-2018-	Vehicle Sold	10/01/2019	C ADVL	Tax	(\$36.55)	\$0.00	(\$36.55)
													CI02ADVL	Tax	(\$24.37)	\$0.00	(\$24.37)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$60.92
BABB, DAVID MICHAEL	BABB, DAVID MICHAEL		12902 BLAKEMORE AVE	HUNTERSVILLE, NC 28078	Proration	0046299711	EBN9888	PENDING	171687849	Refund Generated due to proration on Bill #0046299711-2018-	Other Errors	10/14/2019	C ADVL	Tax	(\$31.50)	\$0.00	(\$31.50)
													CI02ADVL	Tax	(\$21.00)	\$0.00	(\$21.00)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$52.50
BAER, CLAXTON ALLEN	BAER, CLAXTON ALLEN		695 SUMMERFORD CT NW	CONCORD, NC 28027	Proration	0034589360	DMW1637	PENDING	171405360	Refund Generated due to proration on Bill #0034589360-2018-	Vehicle Sold	10/09/2019	C ADVL	Tax	(\$47.73)	\$0.00	(\$47.73)
													CI02ADVL	Tax	(\$31.82)	\$0.00	(\$31.82)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$79.55
BAKER, BRYAN HEATH	BAKER, BRYAN HEATH		3513 NEW POTATO DR	KANNAPOLIS, NC 28083	Proration	0046345509	FCF6600	PENDING	115221142	Refund Generated due to proration on Bill #0046345509-2018-	Vehicle Sold	10/29/2019	C ADVL	Tax	(\$156.96)	\$0.00	(\$156.96)
													FR08ADVL	Tax	(\$19.19)	\$0.00	(\$19.19)
																Refund	\$176.15
BAPTIST RETIREMENT HOMES OF NC INC	BAPTIST RETIREMENT HOMES OF NC INC		PO BOX 11024	WINSTON SALEM, NC 27116	Adjustment >= \$100	0049922479	TAJ8836	PENDING	171954399	Refund Generated due to adjustment on Bill #0049922479-2019-	Exempt Property	10/17/2019	C ADVL	Tax	(\$469.35)	\$0.00	(\$469.35)
													CI02ADVL	Tax	(\$304.44)	\$0.00	(\$304.44)
													CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
																Refund	\$803.79
BARKER, CHRISTOPHER LEE	BARKER, CHRISTOPHER LEE		1693 OLD CHARLOTTE RD	CONCORD, NC 28027	Proration	0048633886	HBR2985	PENDING	113975410	Refund Generated due to proration on Bill #0048633886-2018-	Vehicle Sold	10/02/2019	C ADVL	Tax	(\$29.75)	\$0.00	(\$29.75)
													FR02ADVL	Tax	(\$5.78)	\$0.00	(\$5.78)
																Refund	\$35.53
BARNHARDT, DEBRA JEAN	BARNHARDT, DEBRA JEAN		608 DEVERON PL NE	CONCORD, NC 28025	Proration	0018007934	ZXD4149	PENDING	172957824	Refund Generated due to proration on Bill #0018007934-2017-	Vehicle Sold	10/30/2019	C ADVL	Tax	(\$14.16)	\$0.00	(\$14.16)
													CI02ADVL	Tax	(\$9.71)	\$0.00	(\$9.71)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$23.87
BARNHARDT, DUSTIN ALAN	BARNHARDT, DUSTIN ALAN		5915 BAREFOOT LN	CONCORD, NC 28025	Adjustment < \$100	0050207855	XRP1713	PENDING	228439664	Refund Generated due to adjustment on Bill #0050207855-2019-	Situs error	10/08/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00
													CI02ADVL	Tax	(\$54.72)	\$0.00	(\$54.72)
													CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
													FR16ADVL	Tax	\$13.45	\$0.00	\$13.45
																Refund	\$71.27
BENNETT, ANGELA COX	BENNETT, ANGELA COX		516 KANSAS ST	KANNAPOLIS, NC 28083	Proration	0042987144	8969SP	PENDING	171687552	Refund Generated due to proration on Bill #0042987144-2018-	Vehicle Sold	10/14/2019	C ADVL	Tax	(\$26.21)	\$0.00	(\$26.21)
													CI04ADVL	Tax	(\$22.93)	\$0.00	(\$22.93)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$49.14
BILLIPS, DENNIS LEE	BILLIPS, DENNIS LEE		726 SPRING ST SW	CONCORD, NC 28025	Proration	0040532015	AHA6364	PENDING	171561009	Refund Generated due to proration on Bill #0040532015-2018-	Vehicle Sold	10/11/2019	C ADVL	Tax	(\$5.72)	(\$0.29)	(\$6.01)
													CI02ADVL	Tax	(\$3.81)	(\$0.19)	(\$4.00)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$10.01
BOREL, EMMANUELLE CASSIA LIMA	BOREL, EMMANUELLE CASSIA LIMA	XAYSOMBATH, PHE TVYSETH	379 BROOKWOOD DR	HARTSVILLE, SC 29550	Proration	0028773714	DDF7004	PENDING	173116980	Refund Generated due to proration on Bill #0028773714-2018-	Reg. Out of state	10/31/2019	C ADVL	Tax	(\$43.90)	\$0.00	(\$43.90)
													CI02ADVL	Tax	(\$29.26)	\$0.00	(\$29.26)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$73.16
BORMANN, NICHOLAS PAUL	BORMANN, NICHOLAS PAUL		135 EDGEWATER DR NW	CONCORD, NC 28027	Proration	0041234199	FCY2753	PENDING	171237837	Refund Generated due to proration on Bill #0041234199-2018-	Vehicle Sold	10/07/2019	C ADVL	Tax	(\$68.58)	\$0.00	(\$68.58)
													CI02ADVL	Tax	(\$45.72)	\$0.00	(\$45.72)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$114.30
BOSTICK, RAYSHAUN	BOSTICK, RAYSHAUN	BOSTICK, DEIRDRE LYNN	9120 HARRIS RD	CONCORD, NC 28087	Proration	0036970888	EDZ2671	PENDING	172350405	Refund Generated due to proration on Bill	Vehicle Sold	10/23/2019	C ADVL	Tax	(\$90.36)	\$0.00	(\$90.36)
													CI04ADVL	Tax	(\$79.06)	\$0.00	(\$79.06)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BRANDON	BRANDON									#0036970888-2018-2018-0000-00			CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$169.42
BOWSER, KARI SUZANNE	BOWSER, KARI SUZANNE	BOWSER, GARY MERLE	208 GOODMAN CIR NE	CONCORD, NC 28025	Proration	0000892662	4T9379	PENDING	172035288	Refund Generated due to proration on Bill #0000892662-2018-2018-0000-00	Vehicle Sold	10/18/2019	C ADVL	Tax	(\$11.16)	\$0.00	(\$11.16)
													CI02ADVL	Tax	(\$7.43)	\$0.00	(\$7.43)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$18.59
BUTCH, BRET JOSEPH	BUTCH, BRET JOSEPH		175 VIRGINIA ST SE	CONCORD, NC 28025	Proration	0047758977	JC1834	PENDING	171238323	Refund Generated due to proration on Bill #0047758977-2018-2018-0000-00	Vehicle Sold	10/07/2019	C ADVL	Tax	(\$232.71)	\$0.00	(\$232.71)
													CI02ADVL	Tax	(\$155.15)	\$0.00	(\$155.15)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$387.86
CANIPE, JEREMY TODD	CANIPE, JEREMY TODD	CANIPE, NICOLE BYERS	1847 BRIARCREST DR NW	CHARLOTTE, NC 28269	Proration	0044298061	FFY4150	PENDING	171868032	Refund Generated due to proration on Bill #0044298061-2018-2018-0000-00	Vehicle Totalled	10/16/2019	C ADVL	Tax	(\$10.72)	(\$0.82)	(\$11.54)
													CI02ADVL	Tax	(\$7.14)	(\$0.08)	(\$7.22)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$18.76
CARPENTER, TAYLOR MARIE	CARPENTER, TAYLOR MARIE	CARPENTER, VICKIE FAGGART	2975 NELLIE BEAVER RD	MOUNT PLEASANT, NC 28124	Proration	0042895529	ZVH4575	PENDING	114900174	Refund Generated due to proration on Bill #0042895529-2018-2018-0000-00	Vehicle Totalled	10/23/2019	C ADVL	Tax	(\$85.20)	\$0.00	(\$85.20)
													FR08ADVL	Tax	(\$10.41)	\$0.00	(\$10.41)
																Refund	\$95.61
CARROLL, JEWELL ANN	CARROLL, JEWELL ANN	CARROLL, REGGIE WILSON	5590 BARRIER GEORGEVILLE	MOUNT PLEASANT, NC 28124	Adjustment < \$100	0037649848	EDL6862	PENDING	228439644	Refund Generated due to adjustment on Bill #0037649848-2018-2018-0000-00	Situs error	10/08/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00
													CI02ADVL	Tax	(\$17.33)	\$0.00	(\$17.33)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
													FR13ADVL	Tax	\$3.32	\$0.00	\$3.32
																Refund	\$29.01
CARSWELL, JEREMY ALLEN	CARSWELL, JEREMY ALLEN		2222 BAGGINS LN	CHARLOTTE, NC 28269	Proration	0042757248	FEL4532	PENDING	172249746	Refund Generated due to proration on Bill #0042757248-2018-2018-0000-00	Vehicle Sold	10/22/2019	C ADVL	Tax	(\$76.94)	\$0.00	(\$76.94)
													CI02ADVL	Tax	(\$51.30)	\$0.00	(\$51.30)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$128.24
CARTER, GAUS MICHAEL	CARTER, GAUS MICHAEL	CARTER, PENELOPE JANE	833 HONEYSUCKLE LN	MIDLAND, NC 28107	Proration	0045860561	SNB9093	PENDING	114636320	Refund Generated due to proration on Bill #0045860561-2018-2018-0000-00	Processed in error	10/17/2019	C ADVL	Tax	(\$18.32)	(\$0.92)	(\$19.24)
													FR14ADVL	Tax	(\$1.53)	(\$0.08)	(\$1.61)
																Refund	\$20.85
CAUBLE, JOHN MICHAEL	CAUBLE, JOHN MICHAEL		5862 GREEN MAPLE RUN	CONCORD, NC 28027	Proration	0043817275	B583CP	PENDING	171867945	Refund Generated due to proration on Bill #0043817275-2018-2018-0000-00	Vehicle Sold	10/16/2019	C ADVL	Tax	(\$29.21)	\$0.00	(\$29.21)
													CI02ADVL	Tax	(\$19.47)	\$0.00	(\$19.47)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$48.68
CAUBLE, JOHN MICHAEL	CAUBLE, JOHN MICHAEL		5862 GREEN MAPLE RUN	CONCORD, NC 28027	Proration	0049585630	7M6981	PENDING	171867915	Refund Generated due to proration on Bill #0049585630-2019-2019-0000-00	Vehicle Sold	10/16/2019	C ADVL	Tax	(\$77.70)	\$0.00	(\$77.70)
													CI02ADVL	Tax	(\$50.40)	\$0.00	(\$50.40)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$128.10
CFA CHURCH	CFA CHURCH		150 WARREN C COLEMAN BLVD	CONCORD, NC 28027	Adjustment >= \$100	0048808553	TAK4507	PENDING	172035009	Refund Generated due to adjustment on Bill #0048808553-2019-2019-0000-00	Exempt Property	10/18/2019	C ADVL	Tax	(\$60.38)	\$0.00	(\$60.38)
													CI02ADVL	Tax	(\$39.17)	\$0.00	(\$39.17)
													CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
																Refund	\$129.55
CHITTOORY, VENKATA VISWANATH	CHITTOORY, VENKATA VISWANATH		2440 PALMDALE WALK DR	FORT MILL, SC 29708	Proration	0039989522	BFE8055	PENDING	171954084	Refund Generated due to proration on Bill #0039989522-2018-2018-0000-00	Reg. Out of state	10/17/2019	C ADVL	Tax	(\$28.51)	\$0.00	(\$28.51)
													CI02ADVL	Tax	(\$19.01)	\$0.00	(\$19.01)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$47.52
CLAUDIO ANALCO, ALEXANDER	CLAUDIO ANALCO, ALEXANDER		5251 IRISH POTATO RD	KANNAPOLIS, NC 28083	Proration	0034798336	PFN1389	PENDING	113976144	Refund Generated due to proration on Bill #0034798336-2018-2018-0000-00	Vehicle Sold	10/03/2019	C ADVL	Tax	(\$4.77)	\$0.00	(\$4.77)
													FR08ADVL	Tax	(\$0.58)	\$0.00	(\$0.58)
																Refund	\$5.35
CLIFFORD, MARY ELLEN BROWN	CLIFFORD, MARY ELLEN BROWN	CLIFFORD, CHRISTOPHER SCOTT	6639 BURKWOOD CT	HARRISBURG, NC 28075	Proration	0010205798	ADM4253	PENDING	114270620	Refund Generated due to proration on Bill #0010205798-2018-2018-0000-00	Vehicle Sold	10/09/2019	C ADVL	Tax	(\$51.83)	\$0.00	(\$51.83)
													CI01ADVL	Tax	(\$25.56)	\$0.00	(\$25.56)
																Refund	\$77.39
CULLEN, SARAH NIELSEN	CULLEN, SARAH NIELSEN		2209 ELENLIL LN	CHARLOTTE, NC 28269	Proration	0042315260	ELW7698	PENDING	172161558	Refund Generated due to proration on Bill #0042315260-2018-2018-0000-00	Vehicle Sold	10/21/2019	C ADVL	Tax	(\$65.61)	\$0.00	(\$65.61)
													CI02ADVL	Tax	(\$43.73)	\$0.00	(\$43.73)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$109.34
CURTIS, CHRISTIE ANN	CURTIS, CHRISTIE ANN		951 BEN BLACK RD	MIDLAND, NC 28107	Proration	0025751418	DFA4551	PENDING	114220150	Refund Generated due to proration on Bill #0025751418-2018-2018-0000-00	Vehicle Sold	10/08/2019	C ADVL	Tax	(\$13.89)	\$0.00	(\$13.89)
													FR05ADVL	Tax	(\$1.54)	\$0.00	(\$1.54)
																Refund	\$15.43
DAMICO, MICHAEL JOHN	DAMICO, MICHAEL JOHN		2727 TYNDALL DR NW	CONCORD, NC 28027	Proration	0040429544	BJT9084	PENDING	171330324	Refund Generated due to proration on Bill #0040429544-2018-2018-0000-00	Vehicle Sold	10/08/2019	C ADVL	Tax	(\$15.33)	\$0.00	(\$15.33)
													CI02ADVL	Tax	(\$10.22)	\$0.00	(\$10.22)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$25.55
DAVIS-LOGAN, DAVIS-LOGAN,	DAVIS-LOGAN,		3012 OXON	TEMPLE HILLS,	Proration	0049493544	PMM6469	PENDING	172957197	Refund Generated due to	Vehicle	10/30/2019	C ADVL	Tax	(\$38.73)	\$0.00	(\$38.73)



North Carolina Vehicle Tax System

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason Totalled	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CYNTHIA DANETTE	CYNTHIA DANETTE		RUN CT	MD 20748						proration on Bill #0049493544-2019-2019-0000-00			CI02ADVL	Tax	(\$25.13)	\$0.00	(\$25.13)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$63.86
DEITT, ARTHUR WALTER JR	DEITT, ARTHUR WALTER JR		907 HANOVER DR NW	CONCORD, NC 28027	Proration	0024308831	DBA4952	PENDING	170854128	Refund Generated due to proration on Bill #0024308831-2018-2018-0000-00	Vehicle Sold	10/01/2019	C ADVL	Tax	(\$109.96)	\$0.00	(\$109.96)
													CI02ADVL	Tax	(\$73.30)	\$0.00	(\$73.30)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$183.26
DENIS, NANCY YABACE	DENIS, NANCY YABACE		9785 WALKERS GLEN DR NW	CONCORD, NC 28027	Adjustment < \$100	0048318431	FHA7414	PENDING	170962920	Refund Generated due to adjustment on Bill #0048318431-2018-2018-0000-00	Over Assessment	10/02/2019	C ADVL	Tax	(\$41.76)	\$0.00	(\$41.76)
													CI02ADVL	Tax	(\$27.84)	\$0.00	(\$27.84)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$69.60
DILL, ALEXANDER BRYAN	DILL, ALEXANDER BRYAN		92 SCALYBARK TRL	CONCORD, NC 28027	Proration	0034972111	DEL8834	PENDING	115411608	Refund Generated due to proration on Bill #0034972111-2018-2018-0000-00	Vehicle Totalled	10/31/2019	C ADVL	Tax	(\$54.93)	\$0.00	(\$54.93)
													FR11ADVL	Tax	(\$5.19)	\$0.00	(\$5.19)
																Refund	\$60.12
DILLARD, ROSSALYNN JOSSETTE	DILLARD, ROSSALYNN JOSSETTE		590 VIKING PL SW	CONCORD, NC 28025	Proration	0043161484	FDS8330	PENDING	171868464	Refund Generated due to proration on Bill #0043161484-2018-2018-0000-00	Vehicle Totalled	10/16/2019	C ADVL	Tax	(\$65.29)	\$0.00	(\$65.29)
													CI02ADVL	Tax	(\$43.52)	\$0.00	(\$43.52)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$108.81
DOLLAR, ROBERT FLOYD	DOLLAR, ROBERT FLOYD		1523 PORTERS CT	CONCORD, NC 28025	Proration	0009404494	ZNW6120	PENDING	113975404	Refund Generated due to proration on Bill #0009404494-2018-2018-0000-00	Vehicle Sold	10/02/2019	C ADVL	Tax	(\$1.42)	\$0.00	(\$1.42)
													FR14ADVL	Tax	(\$0.12)	\$0.00	(\$0.12)
																Refund	\$1.54
DUARTE JUAREZ, INES	DUARTE JUAREZ, INES		252 EPWORTH ST NW	CONCORD, NC 28027	Proration	0049331157	PML6854	PENDING	171687669	Refund Generated due to proration on Bill #0049331157-2019-2019-0000-00	Vehicle Sold	10/14/2019	C ADVL	Tax	(\$6.17)	\$0.00	(\$6.17)
													CI02ADVL	Tax	(\$4.00)	\$0.00	(\$4.00)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$10.17
DUCK, ROBERT DALE	DUCK, ROBERT DALE	DUCK, NANCY LORRAINE	6833 TIMBERWOOD DR	HARRISBURG, NC 28075	Proration	0014338223	TTE6334	PENDING	114027504	Refund Generated due to proration on Bill #0014338223-2018-2018-0000-00	Vehicle Sold	10/04/2019	C ADVL	Tax	(\$36.29)	\$0.00	(\$36.29)
													CI01ADVL	Tax	(\$17.89)	\$0.00	(\$17.89)
																Refund	\$54.18
DUKE ENERGY BUSINESS SERVICES LLC	DUKE ENERGY BUSINESS SERVICES LLC		526 S CHURCH ST # EC06QF	CHARLOTTE, NC 28202	Adjustment >= \$100	0049522614	JV2270	PENDING	171867771	Refund Generated due to adjustment on Bill #0049522614-2019-2019-0000-00	Exempt Property	10/16/2019	C ADVL	Tax	(\$245.90)	\$0.00	(\$245.90)
													CI04ADVL	Tax	(\$209.35)	\$0.00	(\$209.35)
													CI04ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
																Refund	\$485.25
DURAN, ERIC XAVIER	DURAN, ERIC XAVIER		2165 LAURENS DR	CONCORD, NC 28027	Proration	0031497152	DHD1555	PENDING	172830846	Refund Generated due to proration on Bill #0031497152-2018-2018-0000-00	Vehicle Sold	10/29/2019	C ADVL	Tax	(\$64.32)	\$0.00	(\$64.32)
													CI04ADVL	Tax	(\$56.28)	\$0.00	(\$56.28)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$120.60
ELLINGTON, DANIEL EDWARD	ELLINGTON, DANIEL EDWARD	ELLINGTON, ANGELA MARIE	4909 CHARMWOOD CT NW	CONCORD, NC 28027	Proration	0019833877	ABN3779	PENDING	171560604	Refund Generated due to proration on Bill #0019833877-2018-2018-0000-00	Reg. Out of state	10/11/2019	C ADVL	Tax	(\$20.49)	\$0.00	(\$20.49)
													CI02ADVL	Tax	(\$13.66)	\$0.00	(\$13.66)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$34.15
FARLEY, FRED VINSON	FARLEY, FRED VINSON		4327 CAMDEN AVE	KANNAPOLIS, NC 28081	Proration	0045026238	AM2122	PENDING	114373848	Refund Generated due to proration on Bill #0045026238-2018-2018-0000-00	Vehicle Sold	10/11/2019	C ADVL	Tax	(\$7.29)	\$0.00	(\$7.29)
													FR01ADVL	Tax	(\$1.01)	\$0.00	(\$1.01)
																Refund	\$8.30
FERLAND, ERNEST LEO JR	FERLAND, ERNEST LEO JR		1231 FOREST BLUFF DR	MIDLAND, NC 28107	Proration	0048401309	CH15525	PENDING	114833332	Refund Generated due to proration on Bill #0048401309-2018-2018-0000-00	Vehicle Sold	10/22/2019	C ADVL	Tax	(\$41.33)	\$0.00	(\$41.33)
													CI06ADVL	Tax	(\$11.48)	\$0.00	(\$11.48)
																Refund	\$52.81
FERLAND, VALERIE LYNN	FERLAND, VALERIE LYNN		1231 FOREST BLUFF DR	MIDLAND, NC 28107	Proration	0025372174	BCV9579	PENDING	114833340	Refund Generated due to proration on Bill #0025372174-2018-2018-0000-00	Vehicle Sold	10/22/2019	C ADVL	Tax	(\$139.92)	\$0.00	(\$139.92)
													CI06ADVL	Tax	(\$38.87)	\$0.00	(\$38.87)
																Refund	\$178.79
FOWLER, TRAVIS MARK	FOWLER, TRAVIS MARK		437 CHANNING CIR NW	CONCORD, NC 28027	Proration	0014298772	ZNV3884	PENDING	170964264	Refund Generated due to proration on Bill #0014298772-2018-2018-0000-00	Vehicle Sold	10/03/2019	C ADVL	Tax	(\$4.50)	\$0.00	(\$4.50)
													CI02ADVL	Tax	(\$3.00)	\$0.00	(\$3.00)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$7.50
FREDERICK, KATHY LENORE	FREDERICK, KATHY LENORE	FREDERICK, ERIC ANTHONY	6121 MEADOW GLEN LN	HARRISBURG, NC 28075	Proration	0045260719	FBZ1565	PENDING	115220338	Refund Generated due to proration on Bill #0045260719-2018-2018-0000-00	Vehicle Sold	10/29/2019	C ADVL	Tax	(\$7.42)	\$0.00	(\$7.42)
													CI01ADVL	Tax	(\$3.66)	\$0.00	(\$3.66)
																Refund	\$11.08
FURR, DARREN CONLEY	FURR, DARREN CONLEY	FURR, MICHELLE CARPENTER	8105 ROCKY RIVER RD	HARRISBURG, NC 28075	Proration	0046644006	FLV8517	PENDING	114322672	Refund Generated due to proration on Bill #0046644006-2018-2018-0000-00	Vehicle Sold	10/10/2019	C ADVL	Tax	(\$108.00)	\$0.00	(\$108.00)
													FR07ADVL	Tax	(\$22.50)	\$0.00	(\$22.50)
																Refund	\$130.50
FURR, TONYA LEE	FURR, TONYA LEE		PO BOX 598	LANDIS, NC 28088	Proration	0046002226	ITIM25	PENDING	172688424	Refund Generated due to proration on Bill #0046002226-2018-2018-0000-00	Tag Surrender	10/28/2019	C ADVL	Tax	(\$9.50)	(\$0.47)	(\$9.97)
													CI02ADVL	Tax	(\$6.34)	(\$0.32)	(\$6.66)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$16.63



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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
GARRIDO, JUAN	GARRIDO, JUAN		3863 CARL PARMER DR	HARRISBURG, NC 28075	Proration	0014346417	EKC4640	PENDING	114517238	Refund Generated due to proration on Bill #0014346417-2018-	Vehicle Sold	10/15/2019	C ADVL	Tax	(\$7.10)	\$0.00	(\$7.10)
													CI01ADVL	Tax	(\$3.50)	\$0.00	(\$3.50)
																Refund	\$10.60
GARRISON, BRENDA POPLIN	GARRISON, BRENDA POPLIN		10683 CORONET CT	HARRISBURG, NC 28075	Proration	0047230065	5336ES	PENDING	114027652	Refund Generated due to proration on Bill #0047230065-2018-	Vehicle Totalled	10/04/2019	C ADVL	Tax	(\$55.56)	\$0.00	(\$55.56)
													CI01ADVL	Tax	(\$27.39)	\$0.00	(\$27.39)
																Refund	\$82.95
GONZALEZ TORRES, RICARDO EMANUEL	GONZALEZ TORRES, RICARDO EMANUEL		3255 POPLAR TENT RD	CONCORD, NC 28027	Proration	0047030053	HAA8396	PENDING	171330114	Refund Generated due to proration on Bill #0047030053-2018-2018-0000-00	Vehicle Sold	10/08/2019	C ADVL	Tax	(\$22.50)	\$0.00	(\$22.50)
													CI02ADVL	Tax	(\$15.00)	\$0.00	(\$15.00)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$37.50
GONZALEZ, ANTONIO	GONZALEZ, ANTONIO		10100 ALABASTER DR	DAVIDSON, NC 28036	Proration	0020622521	YWN4519	PENDING	172831734	Refund Generated due to proration on Bill #0020622521-2018-2018-0000-00	Vehicle Sold	10/29/2019	C ADVL	Tax	(\$31.96)	\$0.00	(\$31.96)
													CI04ADVL	Tax	(\$27.96)	\$0.00	(\$27.96)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$59.92
GRACZ, KATHERINE ALEEZA PAGE	GRACZ, KATHERINE ALEEZA PAGE		540 WINDSOR PL NE	CONCORD, NC 28025	Proration	0046370631	AKY7589	PENDING	171561150	Refund Generated due to proration on Bill #0046370631-2018-2018-0000-00	Vehicle Sold	10/11/2019	C ADVL	Tax	(\$20.54)	\$0.00	(\$20.54)
													CI02ADVL	Tax	(\$13.70)	\$0.00	(\$13.70)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$34.24
GREENE, TERESA WHITLEY	GREENE, TERESA WHITLEY	CAVINESS, REGINA GREENE	2660 CENTERGROVE RD	KANNAPOLIS, NC 28083	Adjustment < \$100	0037030187	DJH5898	PENDING	227805360	Refund Generated due to adjustment on Bill #0037030187-2018-2018-0000	Situs error	10/01/2019	C ADVL	Tax	\$0.00	\$0.01	\$0.01
													CI04ADVL	Tax	(\$65.52)	(\$3.28)	(\$68.80)
													CI04ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
													FR03ADVL	Tax	\$6.24	\$0.31	\$6.55
																Refund	\$92.24
GUY, PATRICIA HARTSELL	GUY, PATRICIA HARTSELL		3835 PATRICIA DR NW	CONCORD, NC 28027	Proration	0018018164	YWF4066	PENDING	171687906	Refund Generated due to proration on Bill #0018018164-2018-2018-0000-00	Vehicle Sold	10/14/2019	C ADVL	Tax	(\$4.92)	\$0.00	(\$4.92)
													CI02ADVL	Tax	(\$3.28)	\$0.00	(\$3.28)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$8.20
HAMPTON, LULA WILSON	HAMPTON, LULA WILSON		3665 PATRIOTS PLACE DR	CONCORD, NC 28025	Proration	0018002361	YRC5420	PENDING	171560703	Refund Generated due to proration on Bill #0018002361-2018-2018-0000-00	Vehicle Sold	10/11/2019	C ADVL	Tax	(\$7.02)	\$0.00	(\$7.02)
													CI02ADVL	Tax	(\$4.68)	\$0.00	(\$4.68)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$11.70
HAYNIE, CURTIS LEE	HAYNIE, CURTIS LEE	HAYNIE, CURTIS LEE JR	PO BOX 915	KANNAPOLIS, NC 28082	Proration	0044152270	FCJ5974	PENDING	114158618	Refund Generated due to proration on Bill #0044152270-2018-	Vehicle Sold	10/07/2019	C ADVL	Tax	(\$6.74)	\$0.00	(\$6.74)
													FR01ADVL	Tax	(\$0.94)	\$0.00	(\$0.94)
																Refund	\$7.68
HAZIMEH, AHMAD	HAZIMEH, AHMAD		4589 KELLYBROOK DR	CONCORD, NC 28025	Adjustment >= \$100	0049907562	HDL2060	PENDING	170854026	Refund Generated due to adjustment on Bill #0049907562-2019-2019-0000-00	Mileage	10/01/2019	C ADVL	Tax	(\$70.51)	\$0.00	(\$70.51)
													CI02ADVL	Tax	(\$45.73)	\$0.00	(\$45.73)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$116.24
HEFFNER, PATRICIA LANGFORD	HEFFNER, PATRICIA LANGFORD	HEFFNER, JAMES EDWARD	8400 PIN OAK CT	HARRISBURG, NC 28075	Proration	0018022100	FHT5654	PENDING	115125744	Refund Generated due to proration on Bill #0018022100-2018-	Vehicle Sold	10/28/2019	C ADVL	Tax	(\$11.34)	\$0.00	(\$11.34)
													FR07ADVL	Tax	(\$2.37)	\$0.00	(\$2.37)
																Refund	\$13.71
HELMS, CHARLOTTE ALMOND	HELMS, CHARLOTTE ALMOND		3747 AYRSHIRE CT	HARRISBURG, NC 28075	Proration	0028502223	DKF4451	PENDING	114774752	Refund Generated due to proration on Bill #0028502223-2018-	Vehicle Sold	10/21/2019	C ADVL	Tax	(\$11.40)	\$0.00	(\$11.40)
													CI01ADVL	Tax	(\$5.62)	\$0.00	(\$5.62)
																Refund	\$17.02
HILL, LANCE ALLMAN	HILL, LANCE ALLMAN		5745 N OAKMONT ST	KANNAPOLIS, NC 28081	Proration	0048597670	PML6651	PENDING	114322744	Refund Generated due to proration on Bill #0048597670-2018-	Vehicle Sold	10/10/2019	C ADVL	Tax	(\$21.33)	\$0.00	(\$21.33)
													FR01ADVL	Tax	(\$2.96)	\$0.00	(\$2.96)
																Refund	\$24.29
HOGGARD, HARRY LOUIS	HOGGARD, HARRY LOUIS		8730 OVERCASH RD	CONCORD, NC 28027	Proration	0049501804	PLZ5376	PENDING	115125870	Refund Generated due to proration on Bill #0049501804-2019-	Vehicle Sold	10/28/2019	C ADVL	Tax	(\$25.65)	\$0.00	(\$25.65)
													FR11ADVL	Tax	(\$2.36)	\$0.00	(\$2.36)
																Refund	\$28.01
HOLT, GLENN DALE	HOLT, GLENN DALE	WEBSTER, JOHNATHAN ISENHOUR	5550 COLD SPRINGS RD S	CONCORD, NC 28025	Proration	0023090379	CMV3941	PENDING	114900252	Refund Generated due to proration on Bill #0023090379-2019-	Vehicle Totalled	10/23/2019	C ADVL	Tax	(\$51.06)	\$0.00	(\$51.06)
													FR04ADVL	Tax	(\$5.18)	\$0.00	(\$5.18)
																Refund	\$56.24
HOSBEIN, NATALY MICHELLE	HOSBEIN, NATALY MICHELLE	BARNHARDT, DEBRA JEAN	608 DEVERON PL NE	CONCORD, NC 28025	Proration	0014314841	MPV2524	PENDING	172957767	Refund Generated due to proration on Bill #0014314841-2018-2018-0000-00	Vehicle Sold	10/30/2019	C ADVL	Tax	(\$15.91)	\$0.00	(\$15.91)
													CI02ADVL	Tax	(\$10.61)	\$0.00	(\$10.61)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$26.52
HOWARD, JOHN MALCOLM	HOWARD, JOHN MALCOLM		6119 BIRDSONG RD	CONCORD, NC 28025	Proration	0041369200	3PDLT0UR	PENDING	114458386	Refund Generated due to proration on Bill #0041369200-2018-	Vehicle Sold	10/14/2019	C ADVL	Tax	(\$402.42)	\$0.00	(\$402.42)
													FR04ADVL	Tax	(\$41.92)	\$0.00	(\$41.92)
																Refund	\$444.34
HURD, SANDRA STEGALL	HURD, SANDRA STEGALL		6171 RIVERSIDE DRIVE APT 210	DANVILLE, VA 24541	Proration	0029396426	WRC5479	PENDING	173116665	Refund Generated due to proration on Bill #0029396426-2018-2018-0000-00	Vehicle Sold	10/31/2019	C ADVL	Tax	(\$25.18)	\$0.00	(\$25.18)
													CI04ADVL	Tax	(\$22.03)	\$0.00	(\$22.03)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00



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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
JARRELL, VALMORE WILLIAM	JARRELL, VALMORE WILLIAM	JARRELL, TRACY COHEN	D10 1900 BIRCHBROOK CT	HARRISBURG, NC 28075	Proration	0014333624	NTS9985	PENDING	114774900	2018-0000-00 Refund Generated due to proration on Bill #0014333624-2018-	Vehicle Totalled	10/21/2019	C ADVL	Tax	(\$24.44)	Refund \$0.00	\$47.21 (\$24.44)
													CI01ADVL	Tax	(\$12.05)	\$0.00	(\$12.05)
																Refund \$36.49	
JASTI, RAO VIJAYA	JASTI, RAO VIJAYA		1344 SOOTHING CT NW	CONCORD, NC 28027	Proration	0044676942	ZNT3643	PENDING	172035219	Refund Generated due to proration on Bill #0044676942-2018-2018-0000-00	Vehicle Totalled	10/18/2019	C ADVL	Tax	(\$9.00)	\$0.00	(\$9.00)
													CI02ADVL	Tax	(\$6.00)	\$0.00	(\$6.00)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$15.00	
JEROME VIMALANATHAN, JUDE ROZARIO	JEROME VIMALANATHAN, JUDE ROZARIO	MUSALAY, JANHAVI SHRIKANT	1281 TRANQUILITY POINT AV NW	CONCORD, NC 28027	Proration	0042986769	FEF9662	PENDING	171041436	Refund Generated due to proration on Bill #0042986769-2018-2018-0000-00	Vehicle Sold	10/04/2019	C ADVL	Tax	(\$41.70)	\$0.00	(\$41.70)
													CI02ADVL	Tax	(\$27.80)	\$0.00	(\$27.80)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$69.50	
JOHNSON, HOWARD LLOYD JR	JOHNSON, HOWARD LLOYD JR		937 TARTAN LN NW	CONCORD, NC 28027	Proration	0045297058	EAH3212	PENDING	172034748	Refund Generated due to proration on Bill #0045297058-2018-2018-0000-00	Vehicle Sold	10/18/2019	C ADVL	Tax	(\$45.75)	\$0.00	(\$45.75)
													CI02ADVL	Tax	(\$30.50)	\$0.00	(\$30.50)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$76.25	
JOHNSON, JEREMIAH JAMES	JOHNSON, JEREMIAH JAMES		1837 MIDDLEBURY CT	KANNAPOLIS, NC 28081	Proration	0014303775	BLM9011	PENDING	171238257	Refund Generated due to proration on Bill #0014303775-2018-2018-0000-00	Incomplete Doc	10/07/2019	C ADVL	Tax	(\$8.86)	\$0.00	(\$8.86)
													CI04ADVL	Tax	(\$7.75)	\$0.00	(\$7.75)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$16.61	
JORDAN, LISA MARIA	JORDAN, LISA MARIA		1808 HUNTLEY RIDGE DR	CONCORD, NC 28025	Proration	0047378537	PLK2592	PENDING	114833094	Refund Generated due to proration on Bill #0047378537-2018-	Vehicle Sold	10/22/2019	C ADVL	Tax	(\$18.97)	\$0.00	(\$18.97)
													FR14ADVL	Tax	(\$1.58)	\$0.00	(\$1.58)
																Refund \$20.55	
JORDAN, MICHAEL ENRIQUE	JORDAN, MICHAEL ENRIQUE	JORDAN, LISA MARIA	5631 HAMMERMILL DR	HARRISBURG, NC 28075	Adjustment < \$100	0041681912	EJL8798	PENDING	172349742	Refund Generated due to adjustment on Bill #0041681912-2018-2018-0000	Situs error	10/23/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00
													FR14ADVL	Tax	\$9.39	\$0.00	\$9.39
													CI01ADVL	Tax	(\$55.56)	\$0.00	(\$55.56)
																Refund \$46.17	
KENNEDY, TOBIN LEE	KENNEDY, TOBIN LEE	KENNEDY, FELICIA SWAIM	5810 UNDERWOOD AVE	CHARLOTTE, NC 28213	Proration	0049965290	DKE1227	PENDING	172350249	Refund Generated due to proration on Bill #0049965290-2018-2018-0000-00	Vehicle Sold	10/23/2019	C ADVL	Tax	(\$31.29)	\$0.00	(\$31.29)
													CI02ADVL	Tax	(\$20.85)	\$0.00	(\$20.85)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$52.14	
KENNEDY, TOBIN LEE	KENNEDY, TOBIN LEE		5810 UNDERWOOD AVE	CHARLOTTE, NC 28213	Adjustment < \$100	0050377373	FJT8123	PENDING	172830813	Refund Generated due to adjustment on Bill #0050377373-2019-2019-0000-00	Mileage	10/29/2019	C ADVL	Tax	(\$12.37)	\$0.00	(\$12.37)
													CI02ADVL	Tax	(\$8.03)	\$0.00	(\$8.03)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$20.40	
KNOTT, BRIAN MICHAEL	KNOTT, BRIAN MICHAEL		7326 WATERWHEEL ST SW	CONCORD, NC 28025	Proration	0028795322	ZXT4392	PENDING	171560730	Refund Generated due to proration on Bill #0028795322-2018-2018-0000-00	Vehicle Sold	10/11/2019	C ADVL	Tax	(\$44.16)	\$0.00	(\$44.16)
													CI02ADVL	Tax	(\$29.44)	\$0.00	(\$29.44)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$73.60	
KRIMMINGER, JENNA LOMAX	KRIMMINGER, JENNA LOMAX		4835 RIMER RD	CONCORD, NC 28025	Proration	0040174055	BFF6074	PENDING	115305318	Refund Generated due to proration on Bill #0040174055-2018-	Vehicle Sold	10/30/2019	C ADVL	Tax	(\$14.04)	\$0.00	(\$14.04)
													FR08ADVL	Tax	(\$1.72)	\$0.00	(\$1.72)
																Refund \$15.76	
LADEN, PETER ANDREW	LADEN, PETER ANDREW	LADEN, SUSAN FIELD	4399 WINTERWOOD LN	HARRISBURG, NC 28075	Proration	0018003548	RXS7896	PENDING	114774904	Refund Generated due to proration on Bill #0018003548-2018-	Vehicle Sold	10/21/2019	C ADVL	Tax	(\$14.41)	\$0.00	(\$14.41)
													CI01ADVL	Tax	(\$7.11)	\$0.00	(\$7.11)
																Refund \$21.52	
LAKEY, SAMUEL CHRISTIAN	LAKEY, SAMUEL CHRISTIAN	LAKEY, KAYLA MILLER	211 S EAST AVE	KANNAPOLIS, NC 28083	Proration	0037956970	PDS6059	PENDING	172161561	Refund Generated due to proration on Bill #0037956970-2018-2018-0000-00	Vehicle Sold	10/21/2019	C ADVL	Tax	(\$10.48)	\$0.00	(\$10.48)
													CI04ADVL	Tax	(\$9.17)	\$0.00	(\$9.17)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$19.65	
LATMAN, NEAL WARREN	LATMAN, NEAL WARREN		9565 MAHLAND CT NW	CONCORD, NC 28027	Proration	0033337900	PAF7967	PENDING	171329784	Refund Generated due to proration on Bill #0033337900-2017-2017-0000-00	Vehicle Sold	10/08/2019	C ADVL	Tax	(\$6.88)	\$0.00	(\$6.88)
													CI02ADVL	Tax	(\$4.72)	\$0.00	(\$4.72)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$11.60	
LEASE PLAN USA INC	LEASE PLAN USA INC		812 BISCAYNE DRIVE	CONCORD, NC 28027	Proration	0034092643	HC1202	PENDING	172351023	Refund Generated due to proration on Bill #0034092643-2019-2019-0000-00	Vehicle Sold	10/24/2019	C ADVL	Tax	(\$79.25)	\$0.00	(\$79.25)
													CI04ADVL	Tax	(\$67.47)	\$0.00	(\$67.47)
													CI04ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
																Refund \$176.72	
LEWIS, TERRY ALLEN	LEWIS, TERRY ALLEN		6833 BABBLING BROOK LN	CONCORD, NC 28025	Proration	0047184854	FHF8207	PENDING	114220170	Refund Generated due to proration on Bill #0047184854-2018-	Vehicle Sold	10/08/2019	C ADVL	Tax	(\$14.41)	\$0.00	(\$14.41)
													FR02ADVL	Tax	(\$2.80)	\$0.00	(\$2.80)
																Refund \$17.21	
LOCKHART, LINDA JEAN	LOCKHART, LINDA JEAN		8113 KENSINGTON LN	HARRISBURG, NC 28075	Proration	0031775823	6J9906	PENDING	114373724	Refund Generated due to proration on Bill #0031775823-2018-	Vehicle Sold	10/11/2019	C ADVL	Tax	(\$31.83)	\$0.00	(\$31.83)
													CI01ADVL	Tax	(\$15.69)	\$0.00	(\$15.69)
																Refund \$47.52	



North Carolina Vehicle Tax System

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
LOF, PAUL DAMIEN	LOF, PAUL DAMIEN		4472 TRIUMPH DR SW	CONCORD, NC 28027	Proration	0049340138	HDL2635	PENDING	170854938	Refund Generated due to proration on Bill #0049340138-2019-2019-0000-00	Vehicle Sold	10/01/2019	C ADVL	Tax	(\$131.59)	\$0.00	(\$131.59)
													CI02ADVL	Tax	(\$85.35)	\$0.00	(\$85.35)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$216.94
LOMAX, CAROLYN GREEN	LOMAX, CAROLYN GREEN		4835 RIMER RD	CONCORD, NC 28025	Proration	0041678188	MZB7716	PENDING	115305320	Refund Generated due to proration on Bill #0041678188-2018-2018-0000-00	Vehicle Sold	10/30/2019	C ADVL	Tax	(\$32.40)	\$0.00	(\$32.40)
													FR08ADVL	Tax	(\$3.96)	\$0.00	(\$3.96)
																Refund	\$36.36
LOPEZ, JOSE ANTONIO	LOPEZ, JOSE ANTONIO		829 TANGLEWOOD DR NE	CONCORD, NC 28025	Adjustment < \$100	0037934375	TSA3737	PENDING	171954402	Refund Generated due to adjustment on Bill #0037934375-2019-2019-0000-00	Mileage	10/17/2019	C ADVL	Tax	(\$8.73)	\$0.00	(\$8.73)
													CI02ADVL	Tax	(\$5.66)	\$0.00	(\$5.66)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$14.39
MAKSIMOV, OLEG ANATOLYEVICH	MAKSIMOV, OLEG ANATOLYEVICH		210 LILY GREEN CT NW	CONCORD, NC 28027	Proration	0044979754	TPE2382	PENDING	170854527	Refund Generated due to proration on Bill #0044979754-2018-2018-0000-00	Vehicle Totalled	10/01/2019	C ADVL	Tax	(\$53.39)	\$0.00	(\$53.39)
													CI02ADVL	Tax	(\$35.59)	\$0.00	(\$35.59)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$88.98
MARISERLA, SRINIVAS	MARISERLA, SRINIVAS		10365 HILLSBOROUGH ST	HUNTERVILLE, NC 28078	Proration	0041804998	CKD9753	PENDING	172034928	Refund Generated due to proration on Bill #0041804998-2018-2018-0000-00	Vehicle Sold	10/18/2019	C ADVL	Tax	(\$57.18)	\$0.00	(\$57.18)
													CI02ADVL	Tax	(\$38.12)	\$0.00	(\$38.12)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$95.30
MATTHEWS, MERD	MATTHEWS, MERD		11618 WINDY CREEK DRIVE	CHARLOTTE, NC 28262	Proration	0046490696	PHJ2316	PENDING	114517048	Refund Generated due to proration on Bill #0046490696-2018-2018-0000-00	Vehicle Totalled	10/15/2019	C ADVL	Tax	(\$35.10)	\$0.00	(\$35.10)
													CI06ADVL	Tax	(\$9.75)	\$0.00	(\$9.75)
																Refund	\$44.85
MATYSEK, JOSEPH ANTHONY	MATYSEK, JOSEPH ANTHONY		2206 PRAIRIE RD	CONCORD, NC 28027	Proration	0048558762	PML6642	PENDING	171687957	Refund Generated due to proration on Bill #0048558762-2018-2018-0000-00	Vehicle Sold	10/14/2019	C ADVL	Tax	(\$19.92)	\$0.00	(\$19.92)
													CI04ADVL	Tax	(\$17.43)	\$0.00	(\$17.43)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$37.35
MAYHONEY, KRISTIN GIESSING	MAYHONEY, KRISTIN GIESSING		11578 MACALLANO DR	CHARLOTTE, NC 28215	Proration	0040483723	EKC5796	PENDING	114517186	Refund Generated due to proration on Bill #0040483723-2018-2018-0000-00	Reg. Out of state	10/15/2019	C ADVL	Tax	(\$21.45)	\$0.00	(\$21.45)
													FR07ADVL	Tax	(\$4.47)	\$0.00	(\$4.47)
																Refund	\$25.92
MAYHONEY, KRISTIN GIESSING	MAYHONEY, KRISTIN GIESSING		11578 MACALLANO DR	CHARLOTTE, NC 28215	Proration	0047605351	EKC5798	PENDING	114027210	Refund Generated due to proration on Bill #0047605351-2018-2018-0000-00	Vehicle Sold	10/04/2019	C ADVL	Tax	(\$8.60)	\$0.00	(\$8.60)
													FR07ADVL	Tax	(\$1.79)	\$0.00	(\$1.79)
																Refund	\$10.39
MCCOY, MARIO LANZA	MCCOY, MARIO LANZA		1024 BOULDER DR	CONCORD, NC 28025	Proration	0019953987	BLM7237	PENDING	171687708	Refund Generated due to proration on Bill #0019953987-2018-2018-0000-00	Vehicle Sold	10/14/2019	C ADVL	Tax	(\$98.40)	\$0.00	(\$98.40)
													CI02ADVL	Tax	(\$65.61)	\$0.00	(\$65.61)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$164.01
MCEOWN, MICHAEL JOHN	MCEOWN, MICHAEL JOHN		2556 TREELINE DR	CONCORD, NC 28027	Adjustment < \$100	0048894897	PHB8130	PENDING	172830825	Refund Generated due to adjustment on Bill #0048894897-2019-2019-0000-00	Over Assessment	10/29/2019	C ADVL	Tax	(\$44.06)	\$0.00	(\$44.06)
													CI04ADVL	Tax	(\$37.51)	\$0.00	(\$37.51)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$81.57
MCGAUGHY, DAVID ALLEN	MCGAUGHY, DAVID ALLEN		1639 EASTWOOD DR	KANNAPOLIS, NC 28083	Proration	0041736279	6V1515	PENDING	172034898	Refund Generated due to proration on Bill #0041736279-2018-2018-0000-00	Vehicle Sold	10/18/2019	C ADVL	Tax	(\$31.74)	\$0.00	(\$31.74)
													CI04ADVL	Tax	(\$27.77)	\$0.00	(\$27.77)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$59.51
MCINTYRE, LORI MICHELLE	MCINTYRE, LORI MICHELLE		1547 CAMBRIDGE HEIGHTS PL	CONCORD, NC 28027	Proration	0042425993	WZC8468	PENDING	172034880	Refund Generated due to proration on Bill #0042425993-2018-2018-0000-00	Vehicle Sold	10/18/2019	C ADVL	Tax	(\$77.40)	\$0.00	(\$77.40)
													CI02ADVL	Tax	(\$51.60)	\$0.00	(\$51.60)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$129.00
MELLETT, MICHAEL DAVID	MELLETT, MICHAEL DAVID		138 ASHLAND DR	MCCORMICK, SC 29835	Proration	0018026790	PPV7346	PENDING	115024680	Refund Generated due to proration on Bill #0018026790-2018-2018-0000-00	Reg. Out of state	10/25/2019	C ADVL	Tax	(\$12.87)	\$0.00	(\$12.87)
													CI06ADVL	Tax	(\$3.57)	\$0.00	(\$3.57)
																Refund	\$16.44
MELLETT, MICHAEL DAVID	MELLETT, MICHAEL DAVID		138 ASHLAND DR	MCCORMICK, SC 29835	Proration	0018020720	BMA2859	PENDING	115024658	Refund Generated due to proration on Bill #0018020720-2018-2018-0000-00	Reg. Out of state	10/25/2019	C ADVL	Tax	(\$110.65)	\$0.00	(\$110.65)
													CI06ADVL	Tax	(\$30.73)	\$0.00	(\$30.73)
																Refund	\$141.38
MILLER, LINDA ANN	MILLER, LINDA ANN		202 PYRAMID PINES	SARATOGA, NY 12866	Proration	0044947893	ABE7547	PENDING	114774816	Refund Generated due to proration on Bill #0044947893-2018-2018-0000-00	Reg. Out of state	10/21/2019	C ADVL	Tax	(\$77.88)	\$0.00	(\$77.88)
													FR20ADVL	Tax	(\$15.14)	\$0.00	(\$15.14)
																Refund	\$93.02
MILLS, BETHANY ALLYSON	MILLS, BETHANY ALLYSON	MILLS, SCOTT ALAN	1033 FAIRWAY RIDGE DR NW	CONCORD, NC 28027	Proration	0047793478	PFL4690	PENDING	171040998	Refund Generated due to proration on Bill #0047793478-2018-2018-0000-00	Vehicle Totalled	10/04/2019	C ADVL	Tax	(\$76.36)	\$0.00	(\$76.36)
													CI02ADVL	Tax	(\$50.91)	\$0.00	(\$50.91)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$127.27
MISENHEIMER, PAUL WARD II	MISENHEIMER, PAUL WARD II		2924 BROOKNELL	CONCORD, NC 28027	Proration	0039539722	FBH7797	PENDING	172536840	Refund Generated due to proration on Bill #0039539722-2018-2018-0000-00	Vehicle Totalled	10/25/2019	C ADVL	Tax	(\$45.63)	\$0.00	(\$45.63)
													CI02ADVL	Tax	(\$30.42)	\$0.00	(\$30.42)



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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
			CT NW							#0039539722-2018-2018-0000-00			CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$76.05
MITCHENER, SAMUEL ROBERT	MITCHENER, SAMUEL ROBERT		126 CLEARVIEW DR	RINGGOLD, GA 30736	Proration	0009291046	XPM4214	PENDING	172536375	Refund Generated due to proration on Bill #0009291046-2018-2018-0000-00	Vehicle Sold	10/25/2019	C ADVL	Tax	(\$18.21)	\$0.00	(\$18.21)
													CI02ADVL	Tax	(\$12.14)	\$0.00	(\$12.14)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$30.35
MITCHENER, SAMUEL ROBERT	MITCHENER, SAMUEL ROBERT		126 CLEARVIEW DR	RINGGOLD, GA 30736	Proration	0000814357	2536SP	PENDING	172536582	Refund Generated due to proration on Bill #0000814357-2018-2018-0000-00	Vehicle Sold	10/25/2019	C ADVL	Tax	(\$25.35)	\$0.00	(\$25.35)
													CI02ADVL	Tax	(\$16.90)	\$0.00	(\$16.90)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$42.25
MONEY, CAREY NEIL	MONEY, CAREY NEIL		8450 COUNTY LINE RD	MOUNT PLEASANT, NC 28124	Proration	0045266913	PLC4035	PENDING	114899910	Refund Generated due to proration on Bill #0045266913-2018-2018-0000-00	Vehicle Sold	10/23/2019	C ADVL	Tax	(\$2.46)	\$0.00	(\$2.46)
													FR13ADVL	Tax	(\$0.31)	\$0.00	(\$0.31)
																Refund	\$2.77
MOTORHEAD COMPANY LLC	MOTORHEAD COMPANY LLC		1005 MAYWOOD ST	KANNAPOLIS, NC 28081	Proration	0045139661	JJ2619	PENDING	172957749	Refund Generated due to proration on Bill #0045139661-2018-2018-0000-00	Vehicle Sold	10/30/2019	C ADVL	Tax	(\$44.76)	\$0.00	(\$44.76)
													CI02ADVL	Tax	(\$29.84)	\$0.00	(\$29.84)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$74.60
MURILLO-CHAREZ, AIDA	MURILLO-CHAREZ, AIDA		136 SPRINGWAY DR	KANNAPOLIS, NC 28081	Proration	0049001772	EBZ4640	PENDING	171868446	Refund Generated due to proration on Bill #0049001772-2018-2018-0000-00	Vehicle Sold	10/16/2019	C ADVL	Tax	(\$84.67)	\$0.00	(\$84.67)
													CI04ADVL	Tax	(\$74.09)	\$0.00	(\$74.09)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$158.76
MURPHY, ERIN LOUISE	MURPHY, ERIN LOUISE		535 BROOKWOOD POINT PL	SIMPSONVILLE, SC 29681	Proration	0041256211	PJF2439	PENDING	170854713	Refund Generated due to proration on Bill #0041256211-2018-2018-0000-00	Reg. Out of state	10/01/2019	C ADVL	Tax	(\$15.81)	\$0.00	(\$15.81)
													CI04ADVL	Tax	(\$13.83)	\$0.00	(\$13.83)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$29.64
MURPHY, ERIN LOUISE	MURPHY, ERIN LOUISE		535 BROOKWOOD POINT PL	SIMPSONVILLE, SC 29681	Proration	0045569942	FJV4382	PENDING	170854707	Refund Generated due to proration on Bill #0045569942-2018-2018-0000-00	Reg. Out of state	10/01/2019	C ADVL	Tax	(\$64.44)	\$0.00	(\$64.44)
													CI04ADVL	Tax	(\$56.38)	\$0.00	(\$56.38)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$120.82
NASH, RYAN PATRICK	NASH, RYAN PATRICK	NASH, LAURA LOWE	11438 BAYSTONE PL	CONCORD, NC 28025	Proration	0036998576	EDL3800	PENDING	115220330	Refund Generated due to proration on Bill #0036998576-2018-2018-0000-00	Vehicle Sold	10/29/2019	C ADVL	Tax	(\$61.44)	\$0.00	(\$61.44)
													FR14ADVL	Tax	(\$5.12)	\$0.00	(\$5.12)
																Refund	\$66.56
NAZAL, CHELSEA LEIGH	NAZAL, CHELSEA LEIGH		1084 IVEYWOOD PL NW	CONCORD, NC 28027	Proration	0043431683	DJH2592	PENDING	171687324	Refund Generated due to proration on Bill #0043431683-2018-2018-0000-00	Vehicle Sold	10/14/2019	C ADVL	Tax	(\$116.10)	\$0.00	(\$116.10)
													CI02ADVL	Tax	(\$77.39)	\$0.00	(\$77.39)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$193.49
NAZAL, JASON RABEA	NAZAL, JASON RABEA		1084 IVEYWOOD PL NW	CONCORD, NC 28027	Proration	0046148969	DDR7503	PENDING	171687336	Refund Generated due to proration on Bill #0046148969-2018-2018-0000-00	Vehicle Sold	10/14/2019	C ADVL	Tax	(\$77.23)	\$0.00	(\$77.23)
													CI02ADVL	Tax	(\$51.49)	\$0.00	(\$51.49)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$128.72
NEGRON, EDWOOD	NEGRON, EDWOOD		2127 STONE PILE DR SW	CONCORD, NC 28025	Proration	0050205108	EMV4003	PENDING	173116971	Refund Generated due to proration on Bill #0050205108-2019-2019-0000-00	Vehicle Sold	10/31/2019	C ADVL	Tax	(\$48.04)	(\$2.40)	(\$50.44)
													CI02ADVL	Tax	(\$31.16)	(\$1.56)	(\$32.72)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$83.16
NERENBERG, DEAN MICHAEL	NERENBERG, DEAN MICHAEL		530 HERMITAGE DR SE	CONCORD, NC 28025	Proration	0028792927	ZSV2456	PENDING	172249758	Refund Generated due to proration on Bill #0028792927-2018-2018-0000-00	Vehicle Sold	10/22/2019	C ADVL	Tax	(\$10.68)	\$0.00	(\$10.68)
													CI02ADVL	Tax	(\$7.12)	\$0.00	(\$7.12)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$17.80
NEVER, REANEY MELVIN	NEVER, REANEY MELVIN		556 ENGLEWOOD ST NE	CONCORD, NC 28025	Proration	0018003789	XXB9851	PENDING	171867804	Refund Generated due to proration on Bill #0018003789-2018-2018-0000-00	Vehicle Sold	10/16/2019	C ADVL	Tax	(\$8.05)	\$0.00	(\$8.05)
													CI02ADVL	Tax	(\$5.36)	\$0.00	(\$5.36)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$13.41
NOLAN, JAMES FRANKLIN	NOLAN, JAMES FRANKLIN	NOLAN, JACQUELINE MARIE	9917 LEGOLAS LN	CHARLOTTE, NC 28269	Proration	0025904254	CME3140	PENDING	171560481	Refund Generated due to proration on Bill #0025904254-2018-2018-0000-00	Vehicle Sold	10/11/2019	C ADVL	Tax	(\$51.78)	\$0.00	(\$51.78)
													CI02ADVL	Tax	(\$34.52)	\$0.00	(\$34.52)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$86.30
OTLEWSKI, STEPHEN LOUIS	OTLEWSKI, STEPHEN LOUIS	OTLEWSKI, ANN YVONNE	8264 ADDISON DR	HARRISBURG, NC 28075	Proration	0045886360	JJ8033	PENDING	114900706	Refund Generated due to proration on Bill #0045886360-2018-2018-0000-00	Vehicle Sold	10/24/2019	C ADVL	Tax	(\$25.34)	\$0.00	(\$25.34)
													FR07ADVL	Tax	(\$5.28)	\$0.00	(\$5.28)
																Refund	\$30.62
PARKER, JOSEPH MARSHALL	PARKER, JOSEPH MARSHALL		8465 FLOWES STORE RD	CONCORD, NC 28025	Proration	0031950751	DAF6634	PENDING	115305326	Refund Generated due to proration on Bill #0031950751-2018-2018-0000-00	Vehicle Sold	10/30/2019	C ADVL	Tax	(\$6.00)	\$0.00	(\$6.00)
													FR14ADVL	Tax	(\$0.50)	\$0.00	(\$0.50)
																Refund	\$6.50
PETROFF, PETROFF,	PETROFF, PETROFF,		96	CONCORD, NC	Proration	0014347576	BBZ4249	PENDING	171867783	Refund Generated due to	Vehicle	10/16/2019	C ADVL	Tax	(\$203.33)	\$0.00	(\$203.33)



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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason Totalled	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
PETER DONALD II	PETER DONALD II		BRIDLEWOOD PL	28025						proration on Bill #0014347576-2018-2018-0000-00			CI02ADVL	Tax	(\$135.55)	\$0.00	(\$135.55)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
																Refund	\$353.88
PINKSTON, PEYTON CRAIG	PINKSTON, PEYTON CRAIG		1610 SUMMIT RIDGE LN	KANNAPOLIS, NC 28083	Proration	0046469961	FLD9936	PENDING	172351251	Refund Generated due to proration on Bill #0046469961-2018-2018-0000-00	Vehicle Sold	10/24/2019	C ADVL	Tax	(\$9.53)	\$0.00	(\$9.53)
													CI04ADVL	Tax	(\$8.34)	\$0.00	(\$8.34)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$17.87
PLATT, STEPHEN JOSEPH	PLATT, STEPHEN JOSEPH		180 BEVERLY DR NE	CONCORD, NC 28025	Proration	0038453251	ZNH1934	PENDING	172249737	Refund Generated due to proration on Bill #0038453251-2018-2018-0000-00	Vehicle Sold	10/22/2019	C ADVL	Tax	(\$9.11)	\$0.00	(\$9.11)
													CI02ADVL	Tax	(\$6.07)	\$0.00	(\$6.07)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$15.18
PLUMMER, FRANKLIN ROOSEVELT	PLUMMER, FRANKLIN ROOSEVELT	PLUMMER, SHARON SIMPSON	424 WINFIELD BLVD SE	CONCORD, NC 28025	Proration	0025951725	SYW8771	PENDING	172537743	Refund Generated due to proration on Bill #0025951725-2018-2018-0000-00	Vehicle Sold	10/25/2019	C ADVL	Tax	(\$129.82)	\$0.00	(\$129.82)
													CI02ADVL	Tax	(\$86.54)	\$0.00	(\$86.54)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
																Refund	\$231.36
POPE, RYAN SCOTT	POPE, RYAN SCOTT	POPE, AMANDA FAYE	1616 JR LINKER RD	MOUNT PLEASANT, NC 28124	Adjustment < \$100	0050201484	CL73217	PENDING	228439652	Refund Generated due to adjustment on Bill #0050201484-2019-2019-0000	Situs error	10/08/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00
													CI02ADVL	Tax	(\$22.27)	\$0.00	(\$22.27)
													CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
													FR16ADVL	Tax	\$5.48	\$0.00	\$5.48
																Refund	\$46.79
POPE, WILLIAM MARION	POPE, WILLIAM MARION		503 COMMONWEALTH	KANNAPOLIS, NC 28083	Proration	0048261868	EFD4559	PENDING	170964384	Refund Generated due to proration on Bill #0048261868-2018-2018-0000-00	Vehicle Sold	10/03/2019	C ADVL	Tax	(\$91.73)	\$0.00	(\$91.73)
													CI04ADVL	Tax	(\$80.26)	\$0.00	(\$80.26)
													CI04ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
																Refund	\$201.99
RAMDEEN, BLANCA LILIAN	RAMDEEN, BLANCA LILIAN		175 CEDAR DR NW	CONCORD, NC 28025	Proration	0048524745	HBR2922	PENDING	172830945	Refund Generated due to proration on Bill #0048524745-2018-2018-0000-00	Vehicle Sold	10/29/2019	C ADVL	Tax	(\$15.41)	\$0.00	(\$15.41)
													CI02ADVL	Tax	(\$10.27)	\$0.00	(\$10.27)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$25.68
RICHARDSON, JAMES EDWARD III	RICHARDSON, JAMES EDWARD III		6714 FOX RIDGE CIR	DAVIDSON, NC 28036	Proration	0033749683	PAA2421	PENDING	114833228	Refund Generated due to proration on Bill #0033749683-2018-2018-0000-00	Vehicle Sold	10/22/2019	C ADVL	Tax	(\$36.65)	\$0.00	(\$36.65)
													FR11ADVL	Tax	(\$3.46)	\$0.00	(\$3.46)
																Refund	\$40.11
ROBERTSON, ARTHUR STEVEN	ROBERTSON, ARTHUR STEVEN		1330 MIDDLECREST DR NW	CONCORD, NC 28027	Proration	0042190125	PJV4726	PENDING	172035030	Refund Generated due to proration on Bill #0042190125-2018-2018-0000-00	Vehicle Sold	10/18/2019	C ADVL	Tax	(\$23.00)	\$0.00	(\$23.00)
													CI02ADVL	Tax	(\$15.33)	\$0.00	(\$15.33)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$38.33
RODGERS, MICHAEL DAVID	RODGERS, MICHAEL DAVID		2303 HERRONS NEST PL NW	CONCORD, NC 28027	Proration	0037658147	1966FW	PENDING	170963079	Refund Generated due to proration on Bill #0037658147-2018-2018-0000-00	Vehicle Sold	10/02/2019	C ADVL	Tax	(\$92.95)	\$0.00	(\$92.95)
													CI02ADVL	Tax	(\$61.97)	\$0.00	(\$61.97)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
																Refund	\$169.92
RODRIGUEZ TUR, JORGE LUIS	RODRIGUEZ TUR, JORGE LUIS		511 LILY GREEN CT NW	CONCORD, NC 28027	Proration	0049370400	HBS4870	PENDING	170963358	Refund Generated due to proration on Bill #0049370400-2019-2019-0000-00	Vehicle Sold	10/02/2019	C ADVL	Tax	(\$58.40)	\$0.00	(\$58.40)
													CI02ADVL	Tax	(\$37.89)	\$0.00	(\$37.89)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$96.29
ROGERS, SETH ROSS	ROGERS, SETH ROSS		618 SPRING ST SW	CONCORD, NC 28025	Proration	0034962909	62H9SM	PENDING	170854488	Refund Generated due to proration on Bill #0034962909-2018-2018-0000-00	Vehicle Sold	10/01/2019	C ADVL	Tax	(\$84.59)	\$0.00	(\$84.59)
													CI02ADVL	Tax	(\$56.39)	\$0.00	(\$56.39)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$140.98
ROHLEN, BRADLEY LYNN	ROHLEN, BRADLEY LYNN		1301 PENNINGTON PL NW	CONCORD, NC 28027	Proration	0031182318	PKZ9679	PENDING	171040989	Refund Generated due to proration on Bill #0031182318-2018-2018-0000-00	Vehicle Sold	10/04/2019	C ADVL	Tax	(\$11.66)	\$0.00	(\$11.66)
													CI02ADVL	Tax	(\$7.77)	\$0.00	(\$7.77)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$19.43
ROWAN COUNTY ASSESSOR	GRIGGS, RICHARD STUART		402 N MAIN ST 201	SALISBURY, NC 28144	Adjustment < \$100	0050236461	NST9204	PENDING	172162440	[AS0168] - Refund Generated due to adjustment on abstract # : 0050236461-2019-2019-0000-00	Change of County	10/21/2019	C ADVL	Tax	(\$14.65)	\$0.00	(\$14.65)
													CI04ADVL	Tax	(\$12.47)	\$0.00	(\$12.47)
													CI04ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
																Refund	\$57.12
RYAN, ANDREA T	RYAN, ANDREA T		6125 FERNCLIFF DR NW	CONCORD, NC 28027	Proration	0023515245	CEB8814	PENDING	172831524	Refund Generated due to proration on Bill #0023515245-2018-2018-0000-00	Vehicle Totalled	10/29/2019	C ADVL	Tax	(\$32.31)	\$0.00	(\$32.31)
													CI02ADVL	Tax	(\$21.54)	\$0.00	(\$21.54)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$53.85
SAMA, NAGINI	SAMA, NAGINI		2440 PALMDALE WALK DR	FORT MILL, SC 29708	Proration	0047338536	EBK8049	PENDING	171954069	Refund Generated due to proration on Bill #0047338536-2018-2018-0000-00	Reg. Out of state	10/17/2019	C ADVL	Tax	(\$55.92)	\$0.00	(\$55.92)
													CI02ADVL	Tax	(\$37.28)	\$0.00	(\$37.28)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$93.20



North Carolina Vehicle Tax System

NCVTS Pending Refund report

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
SANCHEZ, STEVEN	SANCHEZ, STEVEN		321 WOOD AVE	KANNAPOLIS, NC 28083	Proration	0047711048	FHF6538	PENDING	171868041	Refund Generated due to proration on Bill #0047711048-2018-2018-0000-00	Vehicle Sold	10/16/2019	C ADVL	Tax	(\$13.20)	\$0.00	(\$13.20)
													CI04ADVL	Tax	(\$11.55)	\$0.00	(\$11.55)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$24.75
SANDOVAL GOMEZ, JOSE ISMAEL	SANDOVAL GOMEZ, JOSE ISMAEL		19 KERR ST NW	CONCORD, NC 28025	Proration	0043249863	FER6858	PENDING	171041646	Refund Generated due to proration on Bill #0043249863-2018-2018-0000-00	Vehicle Sold	10/04/2019	C ADVL	Tax	(\$58.65)	\$0.00	(\$58.65)
													CI02ADVL	Tax	(\$39.11)	\$0.00	(\$39.11)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$97.76
SAUCEDO, DELIA ALMAZAN	SAUCEDO, DELIA ALMAZAN		426 MCGILL AVE NW	CONCORD, NC 28027	Proration	0049497150	PMM6396	PENDING	171775563	Refund Generated due to proration on Bill #0049497150-2019-2019-0000-00	Vehicle Sold	10/15/2019	C ADVL	Tax	(\$28.98)	\$0.00	(\$28.98)
													CI02ADVL	Tax	(\$18.80)	\$0.00	(\$18.80)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$47.78
SAY, RESAT	SAY, RESAT		1120 WELCH RD, APT 221	PALO ALTO, CA 94304	Proration	0000875747	VSN7954	PENDING	173117136	Refund Generated due to proration on Bill #0000875747-2018-2018-0000-00	Reg. Out of state	10/31/2019	C ADVL	Tax	(\$12.18)	\$0.00	(\$12.18)
													CI02ADVL	Tax	(\$8.12)	\$0.00	(\$8.12)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$20.30
SEAGRAVES, MELISSA LADAWN ALLEN	SEAGRAVES, MELISSA LADAWN ALLEN		4600 LOWER STONE CHURCH R	ROCKWELL, NC 28138	Adjustment < \$100	0050009712	CL72825	PENDING	227950536	Refund Generated due to adjustment on Bill #0050009712-2019-2019-0000	Situs error	10/02/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00
													CI02ADVL	Tax	(\$10.18)	\$0.00	(\$10.18)
													CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
													FR08ADVL	Tax	\$1.87	\$0.00	\$1.87
																Refund	\$38.31
SEAMAN, JEFFREY THOMAS	SEAMAN, JEFFREY THOMAS		1684 NUTHATCH LN	CONCORD, NC 28025	Proration	0025340054	AFDAD	PENDING	172831671	Refund Generated due to proration on Bill #0025340054-2018-2018-0000-00	Vehicle Sold	10/29/2019	C ADVL	Tax	(\$49.19)	\$0.00	(\$49.19)
													CI02ADVL	Tax	(\$32.80)	\$0.00	(\$32.80)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$81.99
SELF, AMANDA DARNELL	SELF, AMANDA DARNELL		10533 SAMUELS WAY DR	HUNTERSVILLE, NC 28078	Adjustment < \$100	0037991904	Q1172	PENDING	114516726	Refund Generated due to adjustment on Bill #0037991904-2019-	Mileage	10/15/2019	C ADVL	Tax	(\$14.27)	\$0.00	(\$14.27)
													FR11ADVL	Tax	(\$1.31)	\$0.00	(\$1.31)
																Refund	\$15.58
SHUE, REID ANDERSON	SHUE, REID ANDERSON	SHUE, LORRAINE WILLIAMS	8219 BARRINGER DR	MOUNT PLEASANT, NC 28124	Proration	0000798426	ZNT5171	PENDING	114579004	Refund Generated due to proration on Bill #0000798426-2018-	Vehicle Sold	10/16/2019	C ADVL	Tax	(\$2.52)	\$0.00	(\$2.52)
													CI03ADVL	Tax	(\$1.77)	\$0.00	(\$1.77)
																Refund	\$4.29
SILVER HILL PRIMITIVE BAPTIST CHURCH	SILVER HILL PRIMITIVE BAPTIST CHURCH		PO BOX 5194	CONCORD, NC 28027	Adjustment >= \$100	0050280378	RAB8461	PENDING	171775080	Refund Generated due to adjustment on Bill #0050280378-2019-2019-0000-00	Exempt Property	10/15/2019	C ADVL	Tax	(\$56.31)	\$0.00	(\$56.31)
													CI02ADVL	Tax	(\$36.53)	\$0.00	(\$36.53)
													CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
																Refund	\$122.84
SIMONEAUX, SUSAN TICE	SIMONEAUX, SUSAN TICE		4942 RIVERVIEW DR	HARRISBURG, NC 28075	Proration	0018014316	CBE6593	PENDING	114900556	Refund Generated due to proration on Bill #0018014316-2018-	Vehicle Sold	10/24/2019	C ADVL	Tax	(\$28.08)	\$0.00	(\$28.08)
													CI01ADVL	Tax	(\$13.84)	\$0.00	(\$13.84)
																Refund	\$41.92
SMALL, KENNETH DRAY JR	SMALL, KENNETH DRAY JR		910 CHADBOURNE AVE NW	CONCORD, NC 28027	Proration	0018013319	4WINDS	PENDING	172536540	Refund Generated due to proration on Bill #0018013319-2018-2018-0000-00	Vehicle Totalled	10/25/2019	C ADVL	Tax	(\$28.26)	\$0.00	(\$28.26)
													CI02ADVL	Tax	(\$18.84)	\$0.00	(\$18.84)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$47.10
SMITH, JERRY NELSON	SMITH, JERRY NELSON		5440 BEDFORDSHIRE AVE	HARRISBURG, NC 28075	Proration	0023410823	CMV8475	PENDING	114636036	Refund Generated due to proration on Bill #0023410823-2018-	Vehicle Sold	10/17/2019	C ADVL	Tax	(\$11.75)	\$0.00	(\$11.75)
													CI01ADVL	Tax	(\$5.79)	\$0.00	(\$5.79)
																Refund	\$17.54
SMITH, SHANA RAFFALDT	SMITH, SHANA RAFFALDT		PO BOX 5066	CONCORD, NC 28027	Proration	0049124541	JN8717	PENDING	115220932	Refund Generated due to proration on Bill #0049124541-2019-	Vehicle Sold	10/29/2019	C ADVL	Tax	(\$31.47)	\$0.00	(\$31.47)
													CI01ADVL	Tax	(\$15.10)	\$0.00	(\$15.10)
																Refund	\$46.57
SMITH, WILLIAM EARL	SMITH, WILLIAM EARL		1002 MAYWOOD ST	KANNAPOLIS, NC 28081	Proration	0040425675	XXB5026	PENDING	172537236	Refund Generated due to proration on Bill #0040425675-2018-2018-0000-00	Vehicle Sold	10/25/2019	C ADVL	Tax	(\$4.54)	\$0.00	(\$4.54)
													CI04ADVL	Tax	(\$3.97)	\$0.00	(\$3.97)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$8.51
SPONSELLER, JUSTIN THOMAS	SPONSELLER, JUSTIN THOMAS		2115 MBA CT	CONCORD, NC 28027	Proration	0050197687	HCA7793	PENDING	172537446	Refund Generated due to proration on Bill #0050197687-2019-2019-0000-00	Vehicle Sold	10/25/2019	C ADVL	Tax	(\$96.19)	\$0.00	(\$96.19)
													CI04ADVL	Tax	(\$81.89)	\$0.00	(\$81.89)
													CI04ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
																Refund	\$208.08
STALSBY, ROBIN ROTH	STALSBY, ROBIN ROTH		701 SHELLBARK DR	CONCORD, NC 28025	Proration	0040644175	XWF5452	PENDING	171688437	Refund Generated due to proration on Bill #0040644175-2018-2018-0000-00	Vehicle Totalled	10/14/2019	C ADVL	Tax	(\$5.30)	(\$0.35)	(\$5.65)
													CI02ADVL	Tax	(\$3.54)	(\$0.23)	(\$3.77)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$9.42
SUTTEN, DIANNE BRATTON	SUTTEN, DIANNE BRATTON		2418 AIRPORT BLVD	N MYRTLE BEACH, SC 29582	Proration	0014318931	WRB1864	PENDING	172162398	Refund Generated due to proration on Bill #0014318931-2018-	Reg. Out of state	10/21/2019	C ADVL	Tax	(\$4.42)	\$0.00	(\$4.42)
													CI02ADVL	Tax	(\$2.94)	\$0.00	(\$2.94)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00



North Carolina Vehicle Tax System

NCVTS Pending Refund report

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
SUTTEN, DIANNE BRATTON	SUTTEN, DIANNE BRATTON		2148 AIRPORT BLVD	N MYRTLE BEACH, SC 29582	Proration	0036309299	EBN6118	PENDING	172162383	2018-0000-00 Refund Generated due to proration on Bill #0036309299-2018-2018-0000-00	Reg . Out of state	10/21/2019	C ADVL	Tax	(\$103.41)	Refund \$0.00	(\$103.41)
													CI02ADVL	Tax	(\$68.94)	\$0.00	(\$68.94)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$172.35	
SUTTEN, RICKY DARRELL	SUTTEN, RICKY DARRELL	SUTTEN, DIANNE BRATTON	2418 AIRPORT BLVD	N MYRTLE BEACH, SC 29582	Proration	0028218467	BFF2684	PENDING	171775788	Refund Generated due to proration on Bill #0028218467-2018-2018-0000-00	Reg . Out of state	10/15/2019	C ADVL	Tax	(\$52.80)	\$0.00	(\$52.80)
													CI02ADVL	Tax	(\$35.20)	\$0.00	(\$35.20)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$88.00	
SWAIN, SPENCER CAMERON	SWAIN, SPENCER CAMERON		3676 TRINITY CHURCH RD	CONCORD, NC 28027	Proration	0046155864	CFV7390	PENDING	171867693	Refund Generated due to proration on Bill #0046155864-2018-2018-0000-00	Vehicle Sold	10/16/2019	C ADVL	Tax	(\$36.88)	\$0.00	(\$36.88)
													CI04ADVL	Tax	(\$32.26)	\$0.00	(\$32.26)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$69.14	
THOTA, VENKATA RAMANAKANTH	THOTA, VENKATA RAMANAKANTH		9294 PERSEVERANCE DR	HARRISBURG, NC 28075	Proration	0044145348	DJW3740	PENDING	114270232	Refund Generated due to proration on Bill #0044145348-2018-	Vehicle Totalled	10/09/2019	C ADVL	Tax	(\$52.44)	\$0.00	(\$52.44)
													CI01ADVL	Tax	(\$25.86)	\$0.00	(\$25.86)
																Refund \$78.30	
TIBBS, TRINA LAURICE	TIBBS, TRINA LAURICE		5820 UNDERWOOD AVE	CHARLOTTE, NC 28213	Proration	0045707137	RTW5176	PENDING	115304802	Refund Generated due to proration on Bill #0045707137-2018-	Reg . Out of state	10/30/2019	C ADVL	Tax	(\$12.89)	\$0.00	(\$12.89)
													CI01ADVL	Tax	(\$6.36)	\$0.00	(\$6.36)
																Refund \$19.25	
TRAUD, MARY KATHRYN	TRAUD, MARY KATHRYN	TRAUD, RONALD ALLAN	404 CEDAR ORCHARD DR W	BLACKSBURG, VA 24060	Proration	0010335945	CBE5730	PENDING	171484023	Refund Generated due to proration on Bill #0010335945-2018-2018-0000-00	Reg . Out of state	10/10/2019	C ADVL	Tax	(\$14.76)	\$0.00	(\$14.76)
													CI02ADVL	Tax	(\$9.84)	\$0.00	(\$9.84)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$24.60	
TUCKER, SCOTT EVERETT	TUCKER, SCOTT EVERETT		1111 DUTCH RD	MOUNT PLEASANT, NC 28124	Proration	0024816922	EV5640	PENDING	114517156	Refund Generated due to proration on Bill #0024816922-2018-	Vehicle Sold	10/15/2019	C ADVL	Tax	(\$123.39)	\$0.00	(\$123.39)
													FR16ADVL	Tax	(\$17.65)	\$0.00	(\$17.65)
																Refund \$141.04	
TURNER, DALE KING	TURNER, DALE KING	TURNER, JODI STAMP	3548 DRAKE RD	MIDLAND, NC 28107	Proration	0041346776	FCY3281	PENDING	114774604	Refund Generated due to proration on Bill #0041346776-2018-	Vehicle Totalled	10/21/2019	C ADVL	Tax	(\$4.20)	\$0.00	(\$4.20)
													FR05ADVL	Tax	(\$0.47)	\$0.00	(\$0.47)
																Refund \$4.67	
URUETSE, JULIET EMUOBO	URUETSE, JULIET EMUOBO		3028 ROCKINGHAM CT SW	CONCORD, NC 28025	Adjustment < \$100	0044800569	FJN1615	PENDING	171560226	Refund Generated due to adjustment on Bill #0044800569-2019-2019-0000-00	Damage	10/11/2019	C ADVL	Tax	(\$1.89)	\$0.00	(\$1.89)
													CI02ADVL	Tax	(\$1.22)	\$0.00	(\$1.22)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$3.11	
URUETSE, JULIET EMUOBO	URUETSE, JULIET EMUOBO		3028 ROCKINGHAM CT SW	CONCORD, NC 28025	Adjustment < \$100	0049477430	PLZ5365	PENDING	171560220	Refund Generated due to adjustment on Bill #0049477430-2019-2019-0000-00	SLVG or RBLT TTL	10/11/2019	C ADVL	Tax	(\$3.47)	\$0.00	(\$3.47)
													CI02ADVL	Tax	(\$2.25)	\$0.00	(\$2.25)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$5.72	
VALENTI, PAUL MICHAEL	VALENTI, PAUL MICHAEL		1641 RED BIRD CIR	CONCORD, NC 28025	Adjustment >= \$100	0050252168	CL72859	PENDING	171687366	Refund Generated due to adjustment on Bill #0050252168-2019-2019-0000-00	Over Assessment	10/14/2019	C ADVL	Tax	(\$90.87)	\$0.00	(\$90.87)
													CI02ADVL	Tax	(\$58.94)	\$0.00	(\$58.94)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$149.81	
VANHOY, KELLY SMITH	VANHOY, KELLY SMITH		4947 BARRIER RD	CONCORD, NC 28025	Proration	0000781542	VPY7464	PENDING	114774618	Refund Generated due to proration on Bill #0000781542-2018-	Vehicle Sold	10/21/2019	C ADVL	Tax	(\$1.44)	\$0.00	(\$1.44)
													FR08ADVL	Tax	(\$0.17)	\$0.00	(\$0.17)
																Refund \$1.61	
VOSS, LINDA SEAY	VOSS, LINDA SEAY		129 RAINBOW ST SW	CONCORD, NC 28025	Proration	0040453920	DMT6977	PENDING	172350231	Refund Generated due to proration on Bill #0040453920-2018-2018-0000-00	Vehicle Sold	10/23/2019	C ADVL	Tax	(\$121.07)	\$0.00	(\$121.07)
													CI02ADVL	Tax	(\$80.71)	\$0.00	(\$80.71)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$201.78	
WAGONER, CAROL BARR	WAGONER, CAROL BARR		180 VANCE DR NE	CONCORD, NC 28025	Proration	0018016930	EDL4679	PENDING	170854464	Refund Generated due to proration on Bill #0018016930-2018-2018-0000-00	Vehicle Sold	10/01/2019	C ADVL	Tax	(\$12.74)	\$0.00	(\$12.74)
													CI02ADVL	Tax	(\$8.50)	\$0.00	(\$8.50)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$21.24	
WALKER, TRINA WAINWRIGHT	WALKER, TRINA WAINWRIGHT		6401 CUMBERLAND DR	HARRISBURG, NC 28075	Proration	0041794688	ELW7071	PENDING	114832966	Refund Generated due to proration on Bill #0041794688-2018-	Vehicle Sold	10/22/2019	C ADVL	Tax	(\$33.04)	\$0.00	(\$33.04)
													CI01ADVL	Tax	(\$16.30)	\$0.00	(\$16.30)
																Refund \$49.34	
WELCH, CHRISTOPHER DELAMAR	WELCH, CHRISTOPHER DELAMAR	WELCH, RENDA LEE	1601 DENNBRIAR DR NW	CONCORD, NC 28027	Proration	0000826899	WZL5688	PENDING	172957929	Refund Generated due to proration on Bill #0000826899-2018-2018-0000-00	Vehicle Sold	10/30/2019	C ADVL	Tax	(\$0.96)	\$0.00	(\$0.96)
													CI02ADVL	Tax	(\$0.64)	\$0.00	(\$0.64)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund \$1.60	
WHEELER, NATHAN RAY	WHEELER, NATHAN RAY	WHEELER, SHERRI LUCIANO	415 REGAN DR	WINDER, GA 30680	Proration	0046171906	ELH3892	PENDING	114158904	Refund Generated due to proration on Bill #0046171906-2018-	Reg . Out of state	10/07/2019	C ADVL	Tax	(\$48.81)	\$0.00	(\$48.81)
													FR11ADVL	Tax	(\$4.61)	\$0.00	(\$4.61)
																Refund \$53.42	
WHITTINGTON, WHITTINGTON,	WHITTINGTON, WHITTINGTON,		PO BOX 635	MOUNT	Proration	0047838556	HAC9614	PENDING	114579024	Refund Generated due to	Vehicle Sold	10/16/2019	C ADVL	Tax	(\$22.32)	\$0.00	(\$22.32)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 11/1/2019 1:19:35 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
LEWIS WALTER	LEWIS WALTER			PLEASANT, NC 28124						proration on Bill #0047838556-2018-			CI03ADVL	Tax	(\$15.65)	\$0.00	(\$15.65)
																Refund	\$37.97
WILLIAMS, ANDREW MCARTHUR	WILLIAMS, ANDREW MCARTHUR	WILLIAMS, SARAH ANN	2020 HEMPSTEAD RD	ROCK HILL, SC 29732	Proration	0043813302	EFD1947	PENDING	114220358	Refund Generated due to proration on Bill #0043813302-2018-	Reg. Out of state	10/08/2019	C ADVL	Tax	(\$24.82)	\$0.00	(\$24.82)
													CI06ADVL	Tax	(\$6.89)	\$0.00	(\$6.89)
																Refund	\$31.71
WILLIAMS, CLARENCE RAY JR	WILLIAMS, CLARENCE RAY JR		282 UNION ST S	CONCORD, NC 28025	Proration	0018004749	PPW9412	PENDING	172351401	Refund Generated due to proration on Bill #0018004749-2018-2018-0000-00	Vehicle Totalled	10/24/2019	C ADVL	Tax	(\$27.42)	\$0.00	(\$27.42)
													CI02ADVL	Tax	(\$18.28)	\$0.00	(\$18.28)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$45.70
WINCHESTER, HAROLD DALE	WINCHESTER, HAROLD DALE		8914 COMSTOCK CT	LOCUST, NC 28097	Proration	0026671361	FE3236	PENDING	230250968	Refund Generated due to proration on Bill #0026671361-2018-2018-0000-00	Vehicle Sold	10/28/2019	C ADVL	Tax	(\$16.61)	\$0.00	(\$16.61)
													CI05ADVL	Tax	(\$8.31)	\$0.00	(\$8.31)
													CI05ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													FR13ADVL	Tax	(\$2.12)	\$0.00	(\$2.12)
																Refund	\$27.04
XAYSOMBATH, PHETVYSETH	XAYSOMBATH, PHETVYSETH	XAYSOMBATH, EMMANUELLE CASSIA LIMA	379 BROOKWOOD DR	HARTSVILLE, SC 29550	Proration	0041824250	BCV9292	PENDING	173116989	Refund Generated due to proration on Bill #0041824250-2018-2018-0000-00	Vehicle Sold	10/31/2019	C ADVL	Tax	(\$86.72)	\$0.00	(\$86.72)
													CI02ADVL	Tax	(\$57.82)	\$0.00	(\$57.82)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																Refund	\$144.54
YERRABALLI, PREMANANDA REDDY	YERRABALLI, PREMANANDA REDDY		9282 PERSEVERANCE DR	HARRISBURG, NC 28075	Proration	0021227889	PFP5848	PENDING	115024170	Refund Generated due to proration on Bill #0021227889-2018-	Vehicle Sold	10/25/2019	C ADVL	Tax	(\$40.99)	\$0.00	(\$40.99)
													CI01ADVL	Tax	(\$20.21)	\$0.00	(\$20.21)
																Refund	\$61.20
ZALAVADIYA, KANTILAL LALJIBHAI	ZALAVADIYA, KANTILAL LALJIBHAI		9017 KENSINGTON FOREST DR	HARRISBURG, NC 28075	Proration	0041410021	FCY4337	PENDING	114219980	Refund Generated due to proration on Bill #0041410021-2018-	Vehicle Sold	10/08/2019	C ADVL	Tax	(\$26.13)	\$0.00	(\$26.13)
													CI01ADVL	Tax	(\$12.88)	\$0.00	(\$12.88)
																Refund	\$39.01
ZALAVADIYA, KANTILAL LALJIBHAI	ZALAVADIYA, KANTILAL LALJIBHAI		9017 KENSINGTON FOREST DR	HARRISBURG, NC 28075	Proration	0048784576	HLB2152	PENDING	114158782	Refund Generated due to proration on Bill #0048784576-2019-	Vehicle Sold	10/07/2019	C ADVL	Tax	(\$70.79)	\$0.00	(\$70.79)
													CI01ADVL	Tax	(\$33.96)	\$0.00	(\$33.96)
																Refund	\$104.75
																Refund Total	\$13175.91

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Reports

SUBJECT:

BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees

BRIEF SUMMARY:

This time is allotted during regular meetings to receive updates from commission members that serve as liaisons to local municipalities or that serve on various boards/committees, if needed. This opportunity allows the board as a whole to learn more about what is going on with the boards each commissioner is individually involved with.

REQUESTED ACTION:

Receive updates and discuss as needed.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Reports

SUBJECT:

BOC - Request for Applications for County Boards/Committees

BRIEF SUMMARY:

Vacant Positions on the Cabarrus County Boards & Committees are as follows:

Boards & Committees	Vacancies/Expiring/Expired Terms	Term Expiration and/or Position
Active Living & Parks Commission	n/a	*
Adult Care Home Community Advisory Committee	7	**
Agricultural Advisory Board	n/a	*
Animal Protection Advisory Board	n/a	*
Board of Equalization & Review	n/a	*
Cardinal Innovations Healthcare Solutions Community Oversight Committee	n/a	*
Centralina Workforce Development Board	n/a	*
Charlotte Douglas International Airport Commission	1	*
Concord Planning Commission (ETJ)	1	*
Early Childhood Task Force Advisory Board	n/a	*
Harrisburg Fire Advisory Board	1	*

Harrisburg Planning & Zoning Board and Board of Adjustment (ETJ)	n/a	*
Home & Community Care Block Grant Committee	6	*
Human Services Advisory Board	3	*
Industrial Facilities & Pollution Control Financing Authority	n/a	*
Jury Commission	n/a	*
Juvenile Crime Prevention Council	1	*
Library Board of Trustees	n/a	*
Mental Health Advisory Board	13	*
Mt. Pleasant Planning Board & Board of Adjustment	n/a	
Nursing Home Community Advisory Board	8	**
Planning & Zoning Commission	n/a	*
Public Health Authority of Cabarrus County	n/a	*
Region F Aging Advisory Committee	1	*
Rowan-Cabarrus Community College Board of Trustees	n/a	*
Senior Centers Advisory Council	5	*
Tourism Authority	n/a	*
Transportation Advisory Board	3	*
Water & Sewer Authority of Cabarrus County	n/a	*
Watershed Improvement Commission	n/a	*
Youth Commission	5	Cox Mill, Hickory Ridge, Jay M. Robinson, & Mount Pleasant high schools

*Term lengths and expirations vary per board roster.

**Initial terms are for one year. Additional terms are for three years.

A description of each board/committee is attached along with an application for appointment. Visit the County's website to complete the online application. For more information, contact the Clerk at 704-920-2109 or go to <https://www.cabarruscounty.us/boards-and-committees>.

REQUESTED ACTION:

Review the aforementioned list of County Boards/Committees for the benefit of the viewing

audience and encourage citizens to participate.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- ▢ Boards & Committees Descriptions
- ▢ Concord ETJ Map
- ▢ Harrisburg ETJ Map
- ▢ Application
- ▢ Youth Commission Application

CABARRUS COUNTY

BOARDS, COMMITTEES, COMMISSIONS AND AUTHORITIES

The Cabarrus County Board of Commissioners makes appointments to a number of boards, committees, commissions and authorities. All citizens of Cabarrus County are encouraged to volunteer to serve on these boards/committees. To obtain an application for appointment or for more information, please contact the Clerk to the Board, at the Governmental Center, 65 Church Street, SE, Concord, or call (704) 920-2109. The application may also be downloaded from the County's website at www.cabarruscounty.us.

A listing of the boards/committees is as follows:

ACTIVE LIVING AND PARKS COMMISSION

This commission advises on parks and recreation needs of County residents and assists the Parks Department in planning facilities and operational activities. The 11-member commission includes a representative from each of the 7 planning areas (Concord, Eastern, Kannapolis, Central, Midland, Northwest Cabarrus and Harrisburg), 2 at-large representatives, 1 representative from the Cabarrus School Board and 1 representative from the Kannapolis School Board. Appointments are for terms of three years.

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

This committee seeks to maintain the intent of the Adult Care Home Residents Bill of Rights and to promote community involvement with the homes (homes for the aged, family care homes and homes for developmentally disabled adults). Members cannot be employed by an adult care home nor have any financial interest, directly or indirectly, in an adult care home. Immediate family of an adult care home resident in Cabarrus County cannot serve on the committee. Initial appointment is for a term of one year with successive appointments of three-year terms.

AGRICULTURAL ADVISORY BOARD

The Agricultural Advisory Board is designed to implement the provisions of the Voluntary Agricultural District Ordinance. The Board is charged with accepting applications to the voluntary agricultural districts, promoting the enhancement of agriculture in our county, and assisting the Cabarrus County Commissioners with information and positions regarding decisions impacting agricultural production in our county.

ANIMAL PRESERVATION & PROTECTION ADVISORY COMMITTEE

The committee's purposes are outlined as follows: (1) Review current operations of Cabarrus County Animal Control; (2) Provide educational materials in several languages to the Cabarrus County residents on Spay/Neuter, proper feeding, housing and healthcare for pets; (3) Establish a protocol for the availability for low cost spaying and neutering of pets belonging to indigent residents of Cabarrus County. Members serve two-year terms.

BOARD OF EQUALIZATION AND REVIEW

This board: (1) reviews the tax lists of the county for the current year to assure that all property is listed and appraised accurately; (2) hears any property owner's appeal concerning the value assigned to his property (or that of others); and (3) has the authority to make adjustments necessary to bring the valuation into line with the standards established by law. Members serve three-year terms.

CABARRUS COUNTY PLANNING AND ZONING COMMISSION

This commission serves a key role in shaping the future development of the county as it reviews subdivisions, assists in area plans, and makes land use decisions, some of which are forwarded to the Board of Commissioners. The commission also serves as the Board of Adjustment that hears and decides appeals of decisions by the Zoning Enforcement Officer, and grants special use permits/variances. Members include a representative from each of the 7 planning areas (Concord, Midland, Central, Eastern, Harrisburg, Kannapolis and Northwest Cabarrus), 2 at-large representatives and 3 Alternate members. Appointments are for terms of three years.

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS – Community Oversight Board

By resolution as a result of new legislation, the Boards of County Commissioners of Alamance, Cabarrus, Caswell, Chatham, Davidson, Franklin, Granville, Halifax, Orange, Person, Rowan, Stanly, Union, Vance and Warren Counties agreed to be served by a single Area Authority operating as a Managed Care Organization with a governance structure that will function under existing law, as well as under the new governance legislation. It is in the interest of the public health and welfare to create an Area Authority to operate North Carolina's 1915(b)/(c) Medicaid Waiver as a Managed Care Organization and to manage all public resources that may become available for mental health, intellectual and developmental disabilities, and substance abuse services, including federal block grant funds, federal funding for Medicaid and Health Choice, and all other public funding sources.

The Community Oversight Board (COB) is part of Cardinal Innovations Healthcare Solutions' governance structure. The COB consists of three (3) members from each County, appointed by each County's Board of Commissioners, and will include a County Commissioner or designee, a consumer or family member, and another citizen or stakeholder; and one (1) member from the Local Consumer and Family Advisory Committee, either the Chair or other elected official. Appointments are for terms of three years.

CENTRALINA WORKFORCE DEVELOPMENT BOARD

This group serves as the governing body for a variety of programs and their plans, including the Job Training Partnership Act, Work First (JOBS) welfare and placement programs, the Older Worker Americans Act Job Training and Employment Program, etc. The County Commissioners appoint 4 persons representing Education, Organized Labor and the Private Sector (2) to serve on this six-county, 20-member board. Appointments are for terms of two years.

CONCORD PLANNING AND ZONING COMMISSION

The Commission guides, reviews and regulates land developments within and around the boundaries of the City of Concord. The County Commissioners appoint one member who resides in Concord's extraterritorial jurisdiction area for a term of three years.

HARRISBURG FIRE ADVISORY BOARD

The Harrisburg Fire Advisory Board advises the Town Council, Town Administrator and the Fire Chief on matters of policy, administration and operations. The board tracks the progress of the Harrisburg Fire Department's key objectives as outlined in the annual report, reviews the Department's By-Laws on an annual basis, and recommends changes to the Town Council for final approval.

HARRISBURG PLANNING AND ZONING BOARD

This board reviews, regulates development within and around the boundaries of the Town of Harrisburg and hears and decides on appeals of zoning within the Town's jurisdiction. The County Commissioners appoint one person who resides in the extraterritorial jurisdiction of the Town to serve for a term of three years.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE

This advisory committee assists the Department of Aging with the development of the County Aging Funding Plan through the Home and Community Care Block Grant for Older Adults. The committee is composed of potential public and private providers of aging services, elected county officials, older adults and representatives of other aging interests in the county.

HUMAN SERVICES ADVISORY BOARD

This board is appointed by the Board of Commissioners to advocate, advise and consult regarding services within the Department of Human Services. The board is composed of five members who are appointed for three-year terms.

In the first year of organization, the terms will be staggered with three members appointed to three-year terms and two members appointed to two-year terms.

INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY

This authority provides for the issuance of revenue bonds to aid in financing (1) industrial and manufacturing facilities which provide job opportunities or better ways to help alleviate unemployment and raise below-average manufacturing wages and (2) pollution control facilities for industries. The 7-member authority meets as needed. Appointments are for terms of six years.

JURY COMMISSION

This commission is responsible for compiling the jury lists for the Courts. The Board of Commissioners appoints one member for a term of two years to the 3-member commission.

JUVENILE CRIME PREVENTION COUNCIL

The council plans for the needs of adjudicated and at-risk youth and assesses the need for delinquency treatment and prevention services in Cabarrus County. The 25-member council is made up of a variety of judicial and public agency representatives as well as seven at-large members. Appointments are for terms of two years.

LIBRARY BOARD OF TRUSTEES

The board advises the County Commissioners on matters relating to the Cabarrus County Library system, including the planning of programs, policies, facilities and budgetary matters.

The seven-member board includes representatives selected from the areas of Concord (one member appointed by the Concord City Council and one member appointed by the County Commissioners), Mt. Pleasant, Harrisburg, Midland, and Kannapolis (2). Appointments are for terms of three years.

MOUNT PLEASANT PLANNING BOARD AND BOARD OF ADJUSTMENT

This board guides, reviews, regulates land development within and around the boundaries of the Town of Mt. Pleasant and hears and decides on appeals of zoning within the Town's jurisdiction. The Board of Commissioners appoints two persons who reside within the Town's extraterritorial jurisdiction area for terms of three years.

NURSING HOME COMMUNITY ADVISORY COMMITTEE

This committee seeks to maintain the intent of the Nursing Home Residents Bill of Rights for those persons residing in nursing homes, works to ensure appropriate conditions within the nursing homes and promotes community involvement with those homes. Members cannot be employed by a nursing home nor have any financial interest, directly or indirectly, in a nursing home. Also, no immediate family of a nursing home resident in Cabarrus County can serve on the committee. Initial appointments are made for terms of one year with successive appointments of three years.

PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY

The authority seeks to enhance public/private health care partnerships, stabilize county dollars going to support health services, and to provide consolidation and long range planning for health services. It also acts as the local board of health and is charged to protect and promote the public health of the citizens of Cabarrus County. Membership is as follows: Member or designee of the Board of County Commissioners; Member of the Cabarrus County Medical Society; Member of the Cabarrus Physicians Organization; Member or designee of the CMC-NorthEast Medical Center Board of Trustees; and three members from the general public not affiliated with the above organizations, but recommended by the nominees of those organizations.

REGION F AGING ADVISORY COMMITTEE

This committee advises the Centralina Council of Governments (COG) staff and COG Board on area plans for the aging within the nine-county region. County Commissioners appoint three members and one alternate to the 26-member regional committee. The appointments are for terms of two years except for the alternate appointment, which is a one-year term.

ROWAN-CABARRUS COMMUNITY COLLEGE (RCCC) BOARD OF TRUSTEES

This board governs the operation of the community college according to State law. The Cabarrus County Board of Commissioners makes two four-year appointments to the Board of Trustees.

SENIOR CENTERS ADVISORY COUNCIL

The Senior Centers Advisory Council aids in determining senior citizen activities to be provided by the County as well as activities and operations at the senior centers. The council is comprised of 11 members who work closely with the Active Living and Parks Department and Senior Center staff. Appointments are for three-year terms.

TOURISM AUTHORITY

This 9-member board is charged with the development of tourism, tourist-related events, facilities and other activities that serve to increase the amount of tourism in the County. The Board of Commissioners appoints membership as follows: Three members, including a County Commissioner and/or County Manager; three members from recommendations submitted by the Cabarrus County Tourism Authority; and three members from recommendations submitted by the Cabarrus Regional Chamber of Commerce. Appointments are for terms of three years.

TRANSPORTATION ADVISORY BOARD

This board works to advance coordination between the County and human service agencies, to monitor transportation services and to advise the Board on issues related to human service transportation policy matters. Members include representatives from the Department of Social Services, Cabarrus Health Alliance, Department of Aging, Cabarrus EMS, L.I.F.E. Center, Cabarrus Workshop, Healthy Cabarrus, Head Start, Piedmont Behavioral Healthcare and a representative of the visually impaired in the county.

WATER & SEWER AUTHORITY OF CABARRUS COUNTY

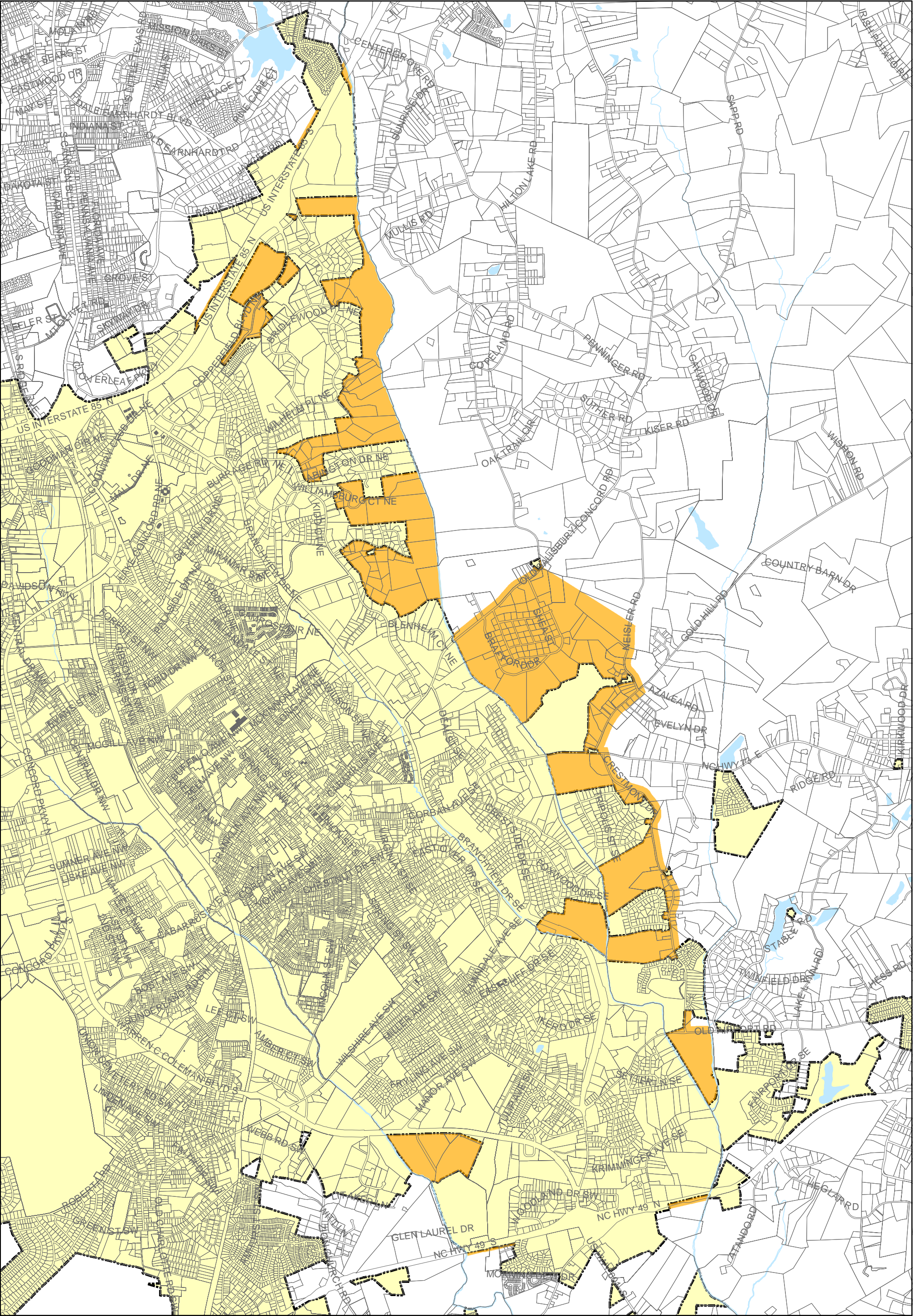
The Water and Sewer Authority (WSACC) was established in 1992 by Cabarrus County and the four municipalities for the purpose of planning, constructing, owning, operating and maintaining water and sewer facilities in Cabarrus County. Membership of the board is as follows: two members appointed by Cabarrus County; two members appointed by the City of Concord; two members appointed by the City of Kannapolis; one member appointed by the Town of Harrisburg; one member appointed by the Town of Mt. Pleasant; and one at-large member appointed by Cabarrus County with the advice of the municipalities. Appointments are for terms of three years.

WATERSHED IMPROVEMENT COMMISSION

This 3-member commission works closely with the Cabarrus County Soil and Water Conservation Office and seeks to improve the County's water resources. Activities include efforts to reduce flooding, improve water quality and quantity and to reduce future problems through erosion control, water storage, cover protection, and education. Appointments are for terms of six years.

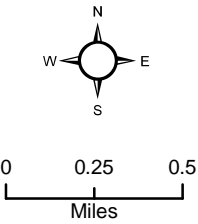
YOUTH COMMISSION

The purpose of the Youth Commission is to provide teens in the community an opportunity to be active citizens. Through experiences and education, youth will be empowered in the community. The Youth Commission will expose teens to county government, allow teens an opportunity to discuss issues, and interact with county commissioners and employees through youth-adult partnerships.



City of Concord
Extraterritorial Jurisdiction (ETJ)

- ETJ
- City of Concord
- Parcels
- Rivers
- Lakes & Ponds



Application for Appointment to Cabarrus County Advisory Boards and Committees

The Cabarrus County Board of Commissioners believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the County's various advisory boards. If you wish to be considered for appointment to an advisory board, please complete the information below and return it to the CLERK TO THE BOARD OF COMMISSIONERS, P. O. BOX 707, CONCORD, NC 28026-0707, Fax (704) 920-2820. For more information about the various boards, you may contact the Clerk at (704) 920-2109.

Advisory Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. _____
2. _____
3. _____

XXXXXXXXXXXX

Name: _____

Home Address: _____

Mailing Address (if different): _____

City / State / ZIP: _____

Resident of Cabarrus County: ____ Yes ____ No

Telephone: Home: _____ Work: _____

Cell: _____ Fax: _____

Email Address: _____

Occupation: _____

Business Address: _____

City / State / Zip: _____

Do You Have a N. C. Driver's License? ____ Yes ____ No Age (optional): _____

Number hours available per month for this position: _____

Best time of day/or days available: _____

- over -

Educational Background: _____

Business and Civic Experience: _____

Areas of Interest / Skills: _____

Other County Boards / Committees / Commissions presently serving on: _____
_____ Term Expiration Date: _____

Have you ever been charged with and / or convicted of a criminal offense? _____ If so, please explain _____

References

List three persons who are not related to you and who have definite knowledge of your qualifications and fitness for the position for which you are applying.

Name	Business / Occupation	Address	Telephone

I understand that this application will be kept on active file for two years and I hereby authorize Cabarrus County to verify all information included in this application. I further understand this application is subject to the N. C. Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards and committees are subject to the N. C. Open Meetings Law (NCGS 143-318.10).

Date

Signature of the Applicant

Cabarrus County Youth Commission
Application

Full Name: _____ M ____ F (check one)

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone (home): (____) _____ (cell): (____) _____

E-mail: _____ Date of Birth: _____

Name(s) of Parents or Guardians: _____

High School: _____ Grade: _____

Cumulative High School GPA: _____ Year of Expected Graduation: _____

School groups/clubs/activities in which you participate: _____

List other activities you have been involved in through church, clubs, community, etc. _____

What interests you about being a member of the Youth Commission? _____

What do you hope to accomplish through being a member of the Youth Commission? What do you hope to learn?

Are you available for evening meetings? _____

References:

Name: _____ Phone: _____

Relationship to you: _____

Name: _____ Phone: _____

Relationship to you: _____

Applicant Signature: _____ Date: _____

Parent/Guardian Signature: _____

Please return this application in person or via mail to:

Lauren Linker
Clerk to the Board
Cabarrus County
P.O. Box 707
Concord, NC 28026-0707
Fax: 704-920-2820
lelinker@cabarruscounty.us



CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Reports

SUBJECT:

County Manager - Monthly Building Activity Reports

BRIEF SUMMARY:

The Board of Commissioners requested monthly reports of building and permit activities including information of plans under review.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kelly Sifford, Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- ▣ Report
- ▣ Report

Cabarrus County Construction Standards Dodge Report 10/1/2019-10/31/2019

Jurisdiction: All

New Construction

Description	Const Code	Buildings	Housing Units	Estimated Cost
Single Family Houses Detached	101	189	175	\$28,272,329.00
Single Family Houses Attached	102	26	26	\$2,408,658.00
Manufactured Home (Mobile Homes)	106	8	5	\$529,151.00
Amusement, Social, and Recreational	318	1	0	\$1,800,000.00
Industrial Buildings	320	1	0	\$300.00
Office, Bank, and Professional Buildings	324	1	0	\$3,576,000.00
Stores and Customer Services	327	1	0	\$5,550,000.00
Other Nonresidential Buildings	328	16	0	\$659,000.00
Structures Other Than Buildings	329	4	0	\$33,938.00
Other	999	26	0	\$524,510.00
Sub Total (New Construction)		273	206	\$43,353,886.00

Addition, Alteration, and Conversion

Description	Const Code	Buildings	Housing Units	Estimated Cost
Additions, Alterations and Conversions - Residential	434	122	3	\$3,281,307.02
Additions, Alterations and Conversions - Nonresidential and No housekeeping	437	24	0	\$10,517,806.00
Additions of Residential Garages and Carports	438	1	0	\$50,000.00
Sub Total (Addition, Alteration, and Conversion)		147	3	\$13,849,113.02

Demolition of Buildings

Description	Const Code	Buildings	Housing Units	Estimated Cost
Single Family Houses	645	5	0	\$23,000.00
All Other Buildings and Structures	649	1	0	\$24,000.00
Sub Total (Demolition of Buildings)		6	0	\$47,000.00
Grand Total		426	209	\$57,249,999.02

Cabarrus County Commercial Building Plan Review Summary

Begin Date: 10/1/2019 through End Date: 10/31/2019

	File Date	Address	Application Name	Description	Est Cost	Est Sq Ft
BU2019-03323	10/1/2019	3130 NC HWY 24-27 E MIDLAND, NC 28107	AVERY ROBERT EKREN	Minor site work, concrete slab, prefabricated metal building addition, paving and some concrete flatwork.	\$1,350,000	0
BU2019-03325	10/1/2019	580 WOODHAVEN PL NW CONCORD, NC 28027	COLONY BUILDERS INC	Interior Upfit for Dental Office	\$2,750,000	0
BU2019-03331	10/1/2019	6260 BAYFIELD PKWY CONCORD, NC 28027	Casco Signs	Install 1 illuminated channel letter set. Hooking to existing electrical.	\$10,000	0
BU2019-03334	10/1/2019	750 NC HWY 49 S CONCORD, NC 28025	ENLOE INC	Reimage gas canopy fascia with new Exxon signs and LED price signs.	\$68,760	0
BU2019-03338	10/1/2019	4715 CORPORATE DR NW CONCORD, NC 28027		Tenant Infill for Hydromer, a polymers company moving from New Jersey to Concord, NC. The build out includes their corporate office as well as their polymer coatings operation and distribution.	\$9,500,000	19,628
BU2019-03341	10/2/2019	4350 NC HWY 24-27 E MIDLAND, NC 28107	TIDELAND CONSTRUCTION, LLC	putting an 12 x 12 storage on the Speedway #7974 for storage.	\$10,000	288
BU2019-03358	10/2/2019	7905 LYLES LN NW CONCORD, NC 28027	POWERHOUSE RETAIL SERVICES, LLC	Adding a new optical exam office with an adjacent new optical reception/pretest office with associated furnishings/fixtures to the interior of an existing BJ's Wholesale Club. Offices will be a self-contained assembly to include perimeter walls, lay-in ceiling, lighting, electrical and a ceiling or wall mounted HVAC cassette.	\$325,000	0
BU2019-03384	10/3/2019	1 CARPENTER CT NW CONCORD, NC 28027	K & B Sign Solutions	2 Wall Signs	\$17,500	0
BU2019-03406	10/3/2019	501 NC HWY 24-27 W MIDLAND, NC 28107	Sealand Contractors Corp.	NEW SHOP	\$1,750,000	12,000
BU2019-03418	10/4/2019	545 Concord Pkwy N PKWY N CONCORD, NC 28027	Choate Construction	Interior Renovation	\$9,000,000	109,206
BU2019-03419	10/4/2019	2321 CONCORD PKWY S CONCORD, NC 28027	Myers & Chapman	THIS NEW METAL BLDG. WILL HOUSE PAINT BOOTHS	\$27,750,000	51,813
BU2019-03424	10/4/2019	980 DERITA RD CONCORD, NC 28027	INTERCON BUILDING COMPANY, LLC	Vacant Spaces~(SUITES B AND D): Adding lights to shell space, adding electrical service for future tenant, redirecting Unit heaters, adding accessible ramps to spaces.	\$1,595,000	86,203
BU2019-03434	10/7/2019	1459 N MAIN ST MT PLEASANT, NC 28124	LCJ CONSTRUCTION COMPANY INC	Demo (3) existing M occupancies of 3535SF. Reconfiguration of space to (4) M/B tenants. New M/E/P trades.	\$1,500,000	3,535
BU2019-03436	10/7/2019	1012 GROFF ST NW CONCORD, NC 28027	TSC CONSTRUCTION, LLC	T-Mobile site #5CT0062~~install new 400 amp panel;, remove and replace existing antennas and rru's, remove and replace existing sector mount to circular tower mount	\$90,500	0
BU2019-03437	10/7/2019	165 BRUMLEY AVE NE CONCORD, NC 28025	TSC CONSTRUCTION, LLC	T-Mobile site #5CT0454~~remove and replace existing antennas and rru's, remove sector mount and install platform mount	\$90,500	0
BU2019-03439	10/8/2019	887 PITTS SCHOOL RD SW CONCORD, NC 28027		to build a 8'x12' detached storage area for Rocky River Community Church	\$7,000	0

Cabarrus County Commercial Building Plan Review Summary

Begin Date: 10/1/2019 through End Date: 10/31/2019

BU2019-03444	10/8/2019	1025 INTERNATIONAL DR NW CONCORD, NC 28027	HONDROS & ASSOCIATES, INC., S. C.	NEW 2-STORY TYPE 2-B MAINTENANCE FACILITY AND OFFICES FOR HEAVY CONSTRUCTION EQUIPMENT COMPANY - Type 2-B Construction, Sprinklered, 31,910 sf, Mixed Occupancy (B and S-1), Pre-Engineered Metal Building frame.	\$17,880,000	0
BU2019-03477	10/10/2019	130 OAKDALE AVE SW CONCORD, NC 28027	DAVID EUGENE PHILLIPS, JR.	replace existing partitions with wood partitions. No change of use - Former use is a daycare; new tenant is a daycare. No electrical loading change.	\$20,000	3,024
BU2019-03519	10/11/2019	5550 BEXLEY WAY NW CONCORD, NC 28027	RICHA GRAPHICS	Total: 11.57sqft. Face Width: 98" Face Height: 17" Internally lit letters	\$25,000	12
BU2019-03527	10/14/2019	4601 CORPORATE DR NW CONCORD, NC 28027	MOSS BOYLES CONSTRUCTION, LLC	Turnstile added to Training room	\$15,000	2,403
BU2019-03531	10/15/2019	3050 DERITA RD CONCORD, NC 28027	NORMAN CONSTRUCTION	One retaining wall being built between Mecklenburg County and Cabarrus County. Only 250 square feet of the wall is in Cabarrus County. The additional 1,750 square feet has been permitted with Mecklenburg County.	\$50,000	250
BU2019-03539	10/15/2019	363 CHURCH ST N CONCORD, NC 28025	ONEBLOOD	INSTALL ONE 2'1" X 10' (22.5 SF) NON-LIT SET OF ACRYLIC LETTERS FLUSH MOUNTED TO EXTERIOR BRICK WALL AS PER ARTWORK.	\$12,500	0
BU2019-03541	10/15/2019	45 ODELL SCHOOL RD E CONCORD, NC 28027		Pathways Technology Office Reno ~~ Approximately 3600sf renovation of an existing office and adjacent storage warehouse space. Space types to remain the same with minimal change to square footages of each.	\$1,150,000	3,691
BU2019-03545	10/15/2019	1489 RED ANGUS DR MT PLEASANT, NC 28124	INFINITY CONTRACTORS, INC.	AT&T-GENERAL DYNAMICS-CROWN CASTLE ~~ ADD GENERATOR TO SITE	\$230,000	0
BU2019-03547	10/15/2019	850 BREEZE CT SW CONCORD, NC 28027	CONNELLY BUILDERS, INC.	Monuments	\$60,000	1
BU2019-03580	10/17/2019	4930 DAVIDSON HWY CONCORD, NC 28027	SIGNS UNLIMITED OF CHARLOTTE INC.	Repair and re-install sign at location damaged by car accident.	\$17,500	0
BU2019-03582	10/17/2019	8111 CONCORD MILLS BLVD CONCORD, NC 28027	SIGNS UNLIMITED OF CHARLOTTE INC.	SIGN	\$12,500	0
BU2019-03587	10/17/2019	191 SIMS PKWY HARRISBURG, NC 28075	J.D. GOODRUM CO., INC	4 sports fields, 1 multi-purpose field, amphitheater, splash pad, various toilet / concessions, equipment buildings and picnic shelters, and associated on site roads and parking.	\$9,000,000	4,884
BU2019-03603	10/18/2019	1540 CONCORD PKWY N CONCORD, NC 28025		GOLDEN CORRAL SIGN REPLACEMENT - 2 WALL SIGNS	\$49,000	157
BU2019-03621	10/22/2019	198 JAYCEE RD KANNAPOLIS, NC 28083	ERICSSON INC	Royal Oaks ~~ Verizon Wireless to remove and replace antennas and RRUs at existing telecommunications site. No change to tower height or ground space. No new electrical required.	\$75,000	0
BU2019-03623	10/22/2019	175 SIMS PKWY HARRISBURG, NC 28075	AVERY GENERAL CONTRACTING INC	LOVE CHIROPRACTIC - Re-arranging the office layout to create an open office. Existing break room and restrooms to remain. All new finishes throughout. Add/relocate power/data and lights as needed per layout. Add/relocate HVAC vents and returns as needed per layout. Separate electric service.	\$250,000	2,994
BU2019-03631	10/23/2019	1540 CONCORD PKWY N CONCORD, NC 28025	RHEM INSULATION, INC.	Primarily interior remodel of existing restaurant. Cosmetic, NO work in kitchen, NO equipment changes.	\$1,500,000	0

Cabarrus County Commercial Building Plan Review Summary

Begin Date: 10/1/2019 through End Date: 10/31/2019

BU2019-03655	10/23/2019	13460 PLAZA RD EXT CHARLOTTE, NC 28215	R & N Construction	Rocky River Healthcare Retaining Wall - 196.5' Long	\$67,190	0
BU2019-03663	10/24/2019	4474 OLD AIRPORT RD CONCORD, NC 28025	EMPIRE CONTRACTING, LLC	Cell Tower Upfit	\$145,000	0
BU2019-03674	10/25/2019	2777 ODELL SCHOOL RD CONCORD, NC 28027	DAVID WAYNE SCOTT	At 110', add (2) RAU2 X 18 outdoor radio units and (2) runs of CNT400 3/8" Coax. Final count will be (4) RAU2 X 18 ODUs and 4 runs of CNT400 3/8" Coax. 3 New Frequencies 19625.0000V, 19575.0000H, 19675.0000H.	\$37,500	0
BU2019-03675	10/25/2019	4000 US HWY 601 S CONCORD, NC 28025	Allen VFD	Add 3 bunk rooms to day room area and change 2 doors to 90 min fire doors.	\$0	0
BU2019-03677	10/25/2019	6081 BAYFIELD PKWY CONCORD, NC 28027		1 39 sq ft wall sign and 1 60 sq ft wall sign	\$35,000	0
BU2019-03683	10/28/2019	609 CHURCH ST N CONCORD, NC 28025		Standard canvas Awning on front 3' drop X 3' projection x 38' wide.	\$15,000	0
BU2019-03697	10/28/2019	8549 QUAY RD CONCORD, NC 28027	BETACOM INCORPORATED	REMOVE 12 PANELS, 12 1-5/8" COAX CABLES, AND 6 RRUS, INSTALL 9 NEW PANELS, 6 RRUS, 1 1-5/8" HYBRID CABLE AND 1 OVP	\$75,000	0
BU2019-03698	10/28/2019	2420 BRANTLEY RD KANNAPOLIS, NC 28083	BETACOM INCORPORATED	Verizon will be removing 6 coax cables and adding 3 new antennas, 4 RRUs, 6 diplexers, 1 hybrid cable, and 1 OVP.	\$75,000	0
BU2019-03699	10/28/2019	614 S CANNON BLVD KANNAPOLIS, NC 28083	SHIEL-SEXTON COMPANY INC	GENERAL CONSTRUCTION CONSISTS OF A BUILD OUT OF A BUILDING SHELL. INTERIOR WALLS SHALL BE METAL STUD LIGHT GAUGE FRAMING. TOTAL CLINIC AREA CONSISTS OF 8,990 SQ. FT. GROSS. INTERIOR WORK TO HOUSE 23 STATIONS AND ONE SEPARATION ROOM, A PROGRAM MANAGER'S OFFICE, A CONSULTATION ROOM, AND VARIOUS OTHER SUPPORT OFFICES AS WELL AS TWO HOME TRAINING ROOMS.	\$14,000,000	0
BU2019-03713	10/29/2019	5200 NC HWY 49 S HARRISBURG, NC 28075	WHITLEY CONSTRUCTION LLC	Interior Upfit for Dental Office	\$2,350,530	5,648
BU2019-03720	10/30/2019	7831 GATEWAY LN NW CONCORD, NC 28027	CONCORDE CONSTRUCTION CO	Interior fireplace being replaced and surround being renovated. Host desk being reconfigured, shop being reconfigured, buffet being reconfigured, bar being reconfigured with new front and back bar and lounge seating area layout, patio being enclosed with a new outdoor fireplace.	\$6,500,000	0
BU2019-03731	10/31/2019	3049 DERITA RD CONCORD, NC 28027	ERICSSON INC	Verizon is removing 9 antennas, 4 RRUs, and 6 coax cables and replacing those with 9 new antennas, and 12 RRUs	\$75,000	1
BU2019-03741	10/31/2019	368 GEORGE W LILES PKWY NW CONCORD, NC 28027	RITE LITE SIGNS, INC.	Change Existing Panel in front of ATM to new Panel with new Branding Logo.	\$3,250	0
BU2019-03742	10/31/2019	1335 AJ TUCKER LOOP MIDLAND, NC 28107		Minor Demo and Upfit	\$65,000	616
BU2019-03743	10/31/2019	1331 AJ TUCKER LOOP MIDLAND, NC 28107		UPFIT	\$50,000	1,350
BU2019-03748	11/1/2019	191 SIMS PKWY HARRISBURG, NC 28075	J.D. GOODRUM CO., INC	Harrisburg Park Segmental Walls	\$1,360,000	9,000
Total Plans Reviewed: 48					\$111,014,230	1,583,520

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Reports

SUBJECT:

County Manager - Monthly New Development Report

BRIEF SUMMARY:

The Board of Commissioners requested monthly reports of new development activities including information of plans under review.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:**SUBMITTED BY:**

Kelly Sifford, Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

▢ Report

Jurisdiction	Subdivision	AP#	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision Type	Last Permit	UnitsApproved	Units Issued	Units Remaining	Units Approved	Dev Order Expiration	DO Let Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Remaining Middle	Remaining High	Remaining Total
Cabarrus County		APF2008-00118	HAYDEN McMAHON DEVELOPMENT INC	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active (platting & permitting)	Single Family	11/5/2019	134	142	-8	1/15/2004	8/30/2013		51,456	25,862	34,304	111,622	-3,072	-1,544	-2,048	-6,664
Concord	61 CABARRUS TOWNHOMES	APF2017-00015	OLD TOWNE DEVELOPMENT CORPORATION	Concord High School	Concord Middle School	Coltrane-Webb Elementary School		Pending	Townhouse	3/15/2018	6	3	3				0.828	0.414	0.552	1.794	0.414	0.207	0.276	0.897
Concord	9339 DAVIDSON HIGHWAY TOWNHOMES	APF2015-00007	TRITT HARLEY D AND	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		100	0	100				13.8	6.9	9.2	29.9	13.8	6.9	9.2	29.9
Harrisburg	ABBINGTON PLACE	APF2008-00040	AVANTI PROPERTIES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Building Permitting	Single Family	2/7/2018	395	328	67		12/30/2015		151.68	76.235	101.12	328.035	25.728	12.931	17.152	55.811
Concord	ADDISON FIFTEEN20	APF2019-00007	SCOTT KIGER	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Pending	Multi Family		0	0	0				0	0	0	0	0	0	0	0
Harrisburg	ADDISON PARK	APF2016-00013	ATX LLC A NC LLC	Hickory Ridge High School	Hickory Ridge Middle School			Construction Drawing Review	Age Restricted	10/16/2019	55	9	46				0	0	0	0	0	0	0	0
Kannapolis	AFTON RIDGE APARTMENTS	APF2011-00003	DARREN LUCAS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active Building Permitting	Multi Family	6/5/2014	414	122	292	11/13/2012			96.048	48.024	64.17	208.242	67.744	33.872	45.26	146.876
Cabarrus County	ALEXANDER ESTATES	APF2008-00035	BRIAN HUNTLEY	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Expired	Single Family	4/16/2018	19	1	18				7.296	3.667	4.864	15.827	6.912	3.474	4.608	14.994
Harrisburg	ALLBURN	APF2017-00008	GeoScience Group	Hickory Ridge High School	J N Fries Middle School	Pitt School Road Elementary School		Pending	Single Family		58	0	58				23.04	11.58	15.36	49.98	22.272	11.194	14.848	48.314
Concord	ALLEN FARM SUBDIVISION	APF2008-00058	MIKE SHEA	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Active Platting	Single Family	11/5/2019	452	251	201	11/20/2007			173.568	87.236	115.712	376.516	77.184	38.793	51.456	167.433
Concord	ANNSBOROUGH PARK	APF2019-00010	CHAD LLOYD	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Single Family		0	0	0				0	0	0	0	0	0	0	0
Concord	APOLLO REALTY PARTNERS CONCEPT	APF2019-00019	WES PLYLER	Jay M Robinson High School	HD Winkler Middle School	Charles A Boger Elementary School		Pending	Multi Family		96	0	96				0	0	0	0	22.272	11.136	14.88	48.288
Cabarrus County	ARBOR OAKS	APF2008-00138	KSIN PROPERTIES, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		All Lots Platted	Single Family	7/18/2019	20	10	10	10/21/2002			7.68	3.86	5.12	16.66	3.84	1.93	2.56	8.33
Concord	ARCHIBALD ROAD SUBDIVISION	APF2017-00016	PERRAULT MATTHEW MARK CO-TR	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family		149	0	149				57.216	28.575	38.144	124.117	57.216	28.575	38.144	124.117
Concord	ARCHIBALD SUBDIVISION	APF2018-00019	CHRIS MCINTYRE	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family		84	0	84				32.256	16.212	21.504	69.972	32.256	16.212	21.504	69.972
Concord	ARENA COMMONS	APF2017-00029	Isaac Padgett	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Pending	Multi Family		65	0	65				15.08	7.54	10.075	32.695	15.08	7.54	10.075	32.695
Cabarrus County	ASHEBROOK	APF2008-00139	DAN MOSER	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Closed-Built Out	Single Family	8/17/2009	105	96	9	5/21/1998			40.32	20.265	26.88	87.465	3.456	1.737	2.304	7.497
Kannapolis	AUBURN WOODS	APF2013-00007	FIFTH THIRD BANK	Concord High School	Concord Middle School	Concord Oaks Elementary School		Inactive	Single Family		256	0	256	4/22/2002			98.304	49.408	65.536	213.248	98.304	49.408	65.536	213.248
Kannapolis	AUSTIN CORNERS	APF2016-00023	DR Horton	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active Building Permitting	Single Family	11/1/2019	146	66	80				56.064	28.178	37.376	121.618	30.72	15.44	20.48	66.64
Kannapolis	AUTUMN CHASE	APF2014-00020	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family		28	0	28	3/6/1991			10.752	5.404	7.168	23.324	10.752	5.404	7.168	23.324
Kannapolis	AUTUMN CREST APARTMENTS	APF2014-00013	WYNNFIELD PROPERTIES	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School		Pending	Multi Family		87	0	87	8/20/2014			20.184	10.092	13.485	43.761	20.184	10.092	13.485	43.761
Harrisburg	AUTUMN GLEN AT MOREHEAD	APF2016-00011	ELLEDDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Single Family		150	0	150				57.6	28.95	38.4	124.95	57.6	28.95	38.4	124.95
Harrisburg	AUTUMN GLEN AT MOREHEAD	APF2016-00012	ELLEDDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Denied	Single Family		150	0	150				57.6	28.95	38.4	124.95	57.6	28.95	38.4	124.95
Cabarrus County	AVIGNON	APF2008-00122	JERRY R MCSORLEY	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Expired	Single Family		23	0	23				8.832	4.439	5.888	19.159	8.832	4.439	5.888	19.159
Kannapolis	AZALEA ESTATES	APF2008-00140	James M Hood	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		In Progress	Single Family	9/19/2017	42	40	2	10/2/2002	12/31/2010		16.128	8.106	10.752	34.986	0.768	0.386	0.512	1.666
Mt. Pleasant	BARRINGER'S TRACE	APF2014-00004	BARRINGER GRADY R CO-TRUSTEE	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Closed-Built Out	Multi Family		64	0	64				14.848	7.424	9.92	32.192	14.848	7.424	9.92	32.192
Cabarrus County	BECKENHAM	APF2008-00029	Charles F McDonald	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Active Platting	Single Family	9/5/2019	20	9	11	2/15/2007	2/15/2013		7.68	3.86	5.12	16.66	4.224	2.123	2.816	9.163
Concord	BEDFORD FARMS	APF2008-00042	Niblock Development Corporation	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Active (platting & permitting)	Single Family	10/16/2019	166	114	52	7/18/2006	3/18/2016		63.744	32.038	42.496	138.278	19.968	10.036	13.312	43.316
Concord	BEECHWOOD PLACE	APF2017-00039	ERVIN JOE H GRADING CO INC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Pending	Multi Family		80	0	80				18.56	9.28	12.4	40.24	18.56	9.28	12.4	40.24
Concord	BELVEDERE TOWNHOMES	APF2017-00012	WINDSWEPT FARMS LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Townhouse		39	0	39				4.554	2.277	3.036	9.867	5.382	2.691	3.588	11.661
Midland	BETHEL GLEN	APF2008-00141	TL HARRELL LAND DEVELOPMENT	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		All Lots Platted	Single Family	10/1/2019	193	164	29	10/16/2000			74.112	37.249	49.408	160.769	11.136	5.597	7.424	24.157
Concord	BIRCHWOOD COMMONS	APF2014-00007	COOK FAMILY PARTNERSHIP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Pending	Multi Family	6/8/2018	98	100	-2				22.736	11.368	15.19	49.294	-0.464	-0.232	-0.31	-1.006
Harrisburg	BLUME FAMILY FARM	APF2013-00001	Blume Family Farm, LLC/MI Homes	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active Building Permitting	Single Family	10/28/2019	297	313	-16		10/14/2015		114.048	57.321	76.032	247.401	-6.144	-3.088	-4.096	-13.328
Cabarrus County	BRANDON CREEK	APF2008-00030	Craft Homes	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Closed-Built Out	Single Family	6/17/2008	321	322	-1	11/18/2002			102	45	40	0	-0.232	-0.116	-0.155	-0.503
Kannapolis	BRANTLEY CREEK	APF2014-00014	UNKNOWN	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School		All Lots Platted	Single Family	12/18/2017	74	64	10	5/5/1999			28.416	14.282	18.944	61.642	3.84	1.93	2.56	8.33
Kannapolis	BRANTLEY WOODS	APF2014-00018	UNKNOWN	Concord High School	Concord Middle School	Royal Oaks Elementary School		Closed-Built Out	Single Family	9/29/2008	79	64	15				30.336	15.247	20.224	65.807	5.76	2.895	3.84	12.495
Harrisburg	BRIDGE POINTE	APF2008-00009	BILL WHITLEY	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Building Permitting	Single Family	2/19/2016	199	189	10	9/20/2004	11/28/2014		76.416	38.407	50.944	165.767	3.84	1.93	2.56	8.33
Harrisburg	BRIDGE POINTE PHASE 6	APF2008-00174	Ric Kilian	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active (platting & permitting)	Single Family	2/17/2016	45	15	30	5/16/2006	5/16/2012		17.28	8.685	11.52	37.485	11.52	5.79	7.68	24.99
Kannapolis	BRIDGES OF CABARRUS APARTMENTS	APF2016-00024	KLK Properties	Concord High School	Concord Middle School	Royal Oaks Elementary School		Pending	Multi Family	6/24/2019	144	144	0				33.408	16.704	22.32	72.432	0	0	0	0
Harrisburg	BROOKDALE COMMONS	APF2012-00001	Stephen Pace	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Platting	Single Family	8/3/2015	230	230	0		6/25/2016		88.32	44.39	58.88	191.59	0	0	0	0
Harrisburg	BROOKDALE VILLAGE	APF2008-00032	EVOLVE CONSTRUCTION LLC	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Approved	Townhouse	10/15/2013	72	1	71	9/12/2016	9/12/2018		9.936	4.968	6.624	21.528	9.798	4.899	6.532	21.229
Concord	BROOKE POINTE MANOR RETIREMENT COMMUNITY	APF2011-00002	CATHERINE F. CONNORS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Age Restricted		66	0	66	12/20/2011			0	0	0	0	0	0	0	0
Concord	BROOKVUE	APF2008-00056	BROOKVUE	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Active (platting & permitting)	Single Family	5/4/2017	342	261	81	10/20/2009	12/31/2015		131.328	66.006	87.552	284.886	31.104	15.633	20.736	67.473
Concord	BROWN MILL LOFTS	APF2016-00015	Mark T. Wright	Jay M Robinson High School	HD Winkler Middle School	Weddington Hills Elementary School		Pending	Multi Family		131	0	131				30.392	15.196	20.305	65.893	30.392	15.196	20.305	65.893
Concord	BUFFALO RANCH SITE	APF2008-00065	BUFFALO RANCH LLC	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Approved	Single Family		190	0	190	3/20/2007	9/22/2010		72.396	36.67	48.64	158.27	72.396	36.67	48.64	158.27
Concord	BUFFALO TERRACE	APF2017-00013	TROUTMAN LAND INVESTMENTS INC	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School		Pending	Multi Family		80	0	80				18.56	9.28	12.4	40.24	18.56	9.28	12.4	40.24
Cabarrus County	BURNT MILL	APF2008-00127	GRACE M MYNATT	Concord High School	Concord Middle School	W M Irvin Elementary School		Expired	Single Family		25	0	25				9.6	4.825	6.4	20.825	9.6	4.825	6.4	20.825
Cabarrus County	CABARRUS CROSSING	APF2008-00089	STEVEN MOORE	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	3/24/2006	290	286	4	8/21/2001			111.36	55.97	74.24	241.57	1.536	0.772	1.024	3.332
Concord	CABARRUS HOMES DUPLEX AND TRIPLEX DEVELOPMENT	APF2018-00021	JOSEPH TAYLOR	Concord High School	Concord Middle School	W M Irvin Elementary School		Pending	Multi Family	2/5/2019	20	1	19				4.64	2.32	3.1	10.06	4.408	2.204	2.945	9.557
Harrisburg	CALDWELL COMMONS	APF2011-00001	CROSLAND CALDWELL COMMONS LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		All Lots Platted	Single Family	6/10/2015	9	4	5				3.456	1.737	2.304	7.497	1.92	0.965	1.28	4.165
Harrisburg	CALDWELL TOWNHOMES	APF2017-00007	Marc Houle	Hickory Ridge High School	C C Griffin Middle School	Harrisburg Elementary School		Construction Drawing Review	Townhouse		68	0	68				9.384	4.692	6.256	20.332	9.384	4.692	6.256	20.332
Concord	CAMBRIDGE CORNERS TOWNHOMES	APF2019-00009	BOB DAVIS	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Pending	Townhouse		0	0	0				0	0	0	0	0	0	0	0
Harrisburg	CAMELLIA GARDENS	APF2018-00030	ASSOCIATES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Pending	Single Family		95	0	95				36.48	18.335	24.32	79.135	36.48	18.335	24.32	79.135
Concord	CAMPBELL FAMILY FARM	APF2016-00018	CAMPBELL JEFFREY S	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Pending	Single Family		140	0	140				53.76	27.02	35.84	116.62	53.76	27.02	35.84	116.62
Concord	CANNON CROSSING	APF2008-00036	RHEIN INTEREST OF CHARLOTTE, LLC	Cox Mill High School</																				

Jurisdiction	Subdivision	App#	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision Type	Last Permit	Units Approved	Units Issued	Units Remaining	Dev Order Approved	DO Left Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Remaining Middle	Remaining High	Remaining Total
Concord	COPPERFIELD TOWNHOMES	APF2017-00027	SVCAMORE DEVELOPMENT LLC	Concord High School	Concord Middle School	Beverly Hills Elementary School		Pending	Townhouse		35	0	0			8,832	4,416	5,888	19,136	8,832	4,416	5,888	19,136
Kannapolis	COTTAGE COVE PARK	APF2008-00153	NO APPLICANT					Void			0	0	0			0	0	0	0	0	0	0	0
Harrisburg	COURTYARDS AT HARRISBURG	APF2014-00009	CH LAND NO 2 (ROBINSON CH RD)	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Age Restricted Development	Age Restricted	3/23/2015	23	19	4			0	0	0	0	0	0	0	0
Harrisburg	COURTYARDS AT HARRISBURG PHASE 2	APF2015-00003	ADAM FIORENZA	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Age Restricted Development	Age Restricted		24	0	24			0	0	0	0	0	0	0	0
Harrisburg	COURTYARDS AT HARRISBURG PHASE III	APF2017-00003	NEWSTYLE COMMUNITIES	Hickory Ridge High School	C C Griffin Middle School	Harrisburg Elementary School		Age Restricted Development	Age Restricted	10/23/2019	4	4	0			1,536	0,772	1,024	3,332	0	0	0	0
Harrisburg	COVENTRY	APF2008-00154	CROSLAND COVENTRY, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	1/11/2005	137	128	9	6/12/2000	6/21/2002	52,608	26,441	35,072	114,121	3,456	1,737	2,304	7,497
Concord	COX MILL ROAD SUBDIVISION	APF2016-00006	HOOKS BEVERLY D	Cox Mill High School	Harris Road Middle School	Bethel Elementary School		Pending	Single Family		106	0	106			40,704	20,458	27,136	88,298	40,704	20,458	27,136	88,298
Concord	COX MILL SITE LENNAR	APF2017-00019	HEFNER ERIC VONN & WF	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family		101	0	101			38,784	19,493	25,856	84,133	38,784	19,493	25,856	84,133
Concord	COX MILLS ROAD MIXED USE NEIGHBORHOOD	APF2019-00012	CAREN WINGATE	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family		85	0	85			0	0	0	0	32.64	16,405	21,76	70,805
Kannapolis	CRESCENT APARTMENTS AT KANNAPOLIS	APF2008-00119	C. JASON MC ARTHUR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Multi Family		580	0	580	2/2/2007		134.56	67.28	89.9	291.74	134.56	67.28	89.9	291.74
Concord	CRESCENT CIRCLE @ CONCORD MILLS	APF2008-00060	JACK SIDARI	Cox Mill High School	Harris Road Middle School	Carl A Furr Elementary School		Closed-Built Out	Multi Family	7/6/2012	624	624	0	1/16/2007		144,768	72,384	96,72	313,872	0	0	0	0
Kannapolis	CRESCENT RESOURCES AT KANNAPOLIS SINGLE FAMILY	APF2013-00012	CRESENT RESOURCES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family		119	0	119	2/2/2007		45,696	22,967	30,464	99,127	45,696	22,967	30,464	99,127
Kannapolis	CRESCENT RESOURCES AT KANNAPOLIS TOWNHOMES	APF2013-00011	CRESENT RESOURCES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Townhouse		145	0	145	2/2/2007		20,01	10,005	13,34	43,355	20,01	10,005	13,34	43,355
Concord	CRYSTAL CREEK PHASE 2	APF2009-00010	CRYSTAL CREEK	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Void	Single Family		226	0	226		12/31/2013	86,784	43,618	57,856	188,258	86,784	43,618	57,856	188,258
Concord	DALTON WOODS	APF2017-00043	CHRIS MCINTYRE	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family		26	0	26			0	0	0	0	6,032	3,016	4,03	13,078
Concord	Davco Multi-family Project	APF2010-00008	Jeff Carpenter	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Withdrawn	Multi Family		336	0	336			77,952	38,976	52,08	169,008	77,952	38,976	52,08	169,008
Concord	DAVIDSON VILLAGES	APF2018-00015	SUSHANTH CHARABUDDI	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending			61	0	61			0	0	0	0	14,152	7,076	9,455	30,683
Harrisburg	DAVIS CREEK	APF2017-00047	ANDREW STRONG	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Pending			48	0	48			0	0	0	0	11,136	5,568	7,44	24,144
Midland	DEER RUN	APF2008-00181	David Eudy	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Active (platting & permitting)	Single Family	9/26/2019	59	25	34	6/3/2008	12/31/2012	22,656	11,387	15,104	49,147	13,056	6,562	8,704	28,322
Kannapolis	DEMONSTRATION PROJECT	APF2016-00027	CITY OF KANNAPOLIS	A L Brown High School	Kannapolis Middle School	Woodrow Wilson Elementary School		Pending	Multi Family	7/25/2017	280	280	0			0	0	0	0	0	0	0	0
Concord	DILEEN DRIVE SUBDIVISION	APF2017-00031	BLUE PURE LIFE LLC	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family		90	0	90			34,56	17,37	23,04	74,97	34,56	17,37	23,04	74,97
Concord	DOUGLAS AVENUE TOWNHOMES	APF2019-00003	DOOBAY SANGSTER	Concord High School	Concord Middle School	Coltrane-Webb Elementary School		Pending	Single Family		11	0	11			0	0	0	0	2,552	1,276	1,705	5,533
Harrisburg	DR HORTON LOWER ROCKY RIVER	APF2016-00010	DR HORTON	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Void	Single Family		458	0	458			175,872	88,394	117,248	381,514	175,872	88,394	117,248	381,514
Concord	DREAMING CREEK SINGLE FAMILY	APF2019-00018	EDDIE MOORE	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Pending	Single Family		90	0	90			0	0	0	0	34,56	17,37	23,04	74,97
Concord	DREAMING CREEK TOWNHOMES	APF2019-00017	EDDIE MOORE	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Pending	Townhouse		64	0	64			0	0	0	0	8,832	4,416	5,888	19,136
Midland	EDEN ROCK	APF2008-00155	LEONARD STOGNER	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Void	Single Family	11/15/2006	5	5	0			1,92	0,965	1,28	4,165	0	0	0	0
Concord	EDISON SQUARE	APF2008-00183	Mike Shea	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Active (platting & permitting)	Townhouse	5/8/2018	168	156	12	6/20/2006	3/18/2016	23,184	11,592	15,456	50,232	1,656	0,828	1,104	3,588
Harrisburg	ELLEDGE MOREHEAD ROAD SUBDIVISION	APF2016-00009	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Single Family		181	0	181			69,504	34,933	46,336	150,773	69,504	34,933	46,336	150,773
Concord	ELLENWOOD CONCEPTUAL PLAN	APF2018-00007	PETE ELMER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Sketch			35	0	35			0	0	0	0	8,12	4,06	5,425	17,605
Kannapolis	ELOISE B FREEZE (ROWAN)	APF2018-00001	ELOISE B FREEZE	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School		Pending			6	0	6			0	0	0	0	1,392	0,696	0,93	3,018
Concord	EMERY VILLAGE APARTMENTS	APF2018-00006	LOUKOS CHRISTOPHER A	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending			90	0	90			0	0	0	0	20,88	10,44	13,95	45,27
Harrisburg	ESSEX HOMES	APF2017-00040	ESSEX HOMES	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Pending	Age Restricted		84	0	84			0	0	0	0	0	0	0	0
Concord	EUDY CONSTRUCTION	APF2017-00037	PHILIP EUDY	Concord High School	Concord Middle School	Weddington Hills Elementary School		Pending	Single Family		7	0	7			2,688	1,351	1,792	5,831	2,688	1,351	1,792	5,831
Harrisburg	FARMINGTON PATIO HOMES	APF2017-00011	ROCKY RIVER ROAD ASSOC LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Pending	Single Family		50	0	50			19,2	9,65	12,8	41,65	19,2	9,65	12,8	41,65
Harrisburg	FARMINGTON RIDGE	APF2008-00095	HINSHAW-PEARSON	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	9/27/2006	137	136	1	8/21/2001	1/1/2012	52,608	26,441	35,072	114,121	0,384	0,193	0,256	0,833
Harrisburg	FARMINGTON TOWNHOMES	APF2017-00010	ROCKY RIVER ROAD ASSOC LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Pending	Townhouse		190	0	190			26,22	13,11	17,48	56,81	26,22	13,11	17,48	56,81
Harrisburg	FENTON DELL	APF2008-00080	CF LITTLE DEVELOPMENT CORPORATION	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	7/10/2019	95	85	10	9/20/2004	5/15/2014	36,48	18,335	24,32	79,135	3,84	1,93	2,56	8,33
Harrisburg	FENTON DELL PHASES 2 & 3	APF2008-00173	Little	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Platting	Single Family	11/23/2015	55	2	53	9/20/2004	5/29/2016	21,12	10,615	14,08	45,815	20,352	10,229	13,568	44,149
Cabarrus County	FIELDSTONE SUBDIVISION	APF2008-00086	DAVID MCDONALD	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		All Lots Platted	Single Family	10/7/2019	108	72	36	1/20/2005		41,472	20,844	27,648	89,964	13,824	6,948	9,216	29,988
Kannapolis	Forest Park Crossing	APF2010-00005	Traci Dusenbury	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Kannapolis Intermediate School	Closed-Built Out	Multi Family	12/22/2010	56	56	0			12,992	6,496	8,68	28,168	0	0	0	0
Harrisburg	FOUNDERS RESERVE	APF2008-00131	PARK STONE WEST, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Active Platting	Single Family	4/17/2017	43	44	-1		5/20/2015	16,512	8,299	11,008	35,819	-0,384	-0,193	-0,256	-0,833
Harrisburg	FOUNDERS RESERVE PHASE 2	APF2014-00006	RYAND HOMES	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Active Building Permitting	Single Family	9/22/2016	15	7	8			5,76	2,895	3,84	12,495	3,072	1,544	2,048	6,664
Midland	FOX CREEK	APF2017-00001	B & C Land Holdings	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Active Platting	Single Family	10/31/2019	207	186	21			79,488	39,951	52,992	172,431	8,064	4,053	5,376	17,493
Harrisburg	FRANCES HAVEN	APF2008-00038	ALBIZA FORTUNE BUILDERS INC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		All Lots Platted	Single Family	3/20/2019	20	19	1	9/19/2006	1/1/2013	7,68	3,86	5,12	16,66	0,384	0,193	0,256	0,833
Cabarrus County	FRAZIER ACRES	APF2008-00156	JIMMY FRAZIER	Cox Mill High School	Harris Road Middle School	Charles A Boger Elementary School		Closed-Built Out	Single Family	8/20/2002	67	1	66			25,728	12,931	17,152	55,811	25,344	12,738	16,896	54,978
Concord	FULLERTON PLACE	APF2008-00052	LENNAR CAROLINAS, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Active (platting & permitting)	Single Family	2/4/2016	201	198	3	12/15/2005	5/17/2016	77,184	38,793	51,456	167,433	1,152	0,579	0,768	2,499
Cabarrus County	GLEN LAUREL	APF2008-00157	NO APPLICANT	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Active Building Permitting	Single Family	7/28/2014	260	5	255			99,84	50,18	66,56	216,58	97,92	49,215	65,28	212,415
Concord	GLENGROVE	APF2008-00050	UNKNOWN	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Closed-Built Out	Single Family	6/30/2014	325	198	127		6/8/2016	124,8	62,725	83,2	270,725	48,768	24,511	32,512	105,791
Harrisburg	GR 0141	APF2015-00001	SOUTH CABARRUS CORPORATION	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active (platting & permitting)	Single Family	10/22/2019	275	83	192			105,6	53,075	70,4	229,075	73,728	37,056	49,152	159,936
Kannapolis	GRACE'S RESERVE	APF2016-00025	EARNHARDT INTERCHANGE	Concord High School	Concord Middle School	Royal Oaks Elementary School		Active Building Permitting	Multi Family		200	0	200			46,4	23,2	31	100,6	46,4	23,2	31	100,6
Concord	GRADY RESIDENTIAL	APF2019-00024	JEREMY HORTON	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School		Pending			340	0	340			0	0	0	0	78,88	39,44	52,7	171,02
Concord	GRANARY OAKS	APF2017-00006	Rick Jasinski	Northwest Cabarrus High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family	5/7/2018	229	2	227			87,936	44,197	58,624	190,757	87,168	43,811	58,112	189,091
Kannapolis	Grand Sabana	APF2008-00184	Ejalli Hamid	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School	Kannapolis Intermediate School	Closed-Built Out	Single Family	12/19/2007	5	5	0			1,92	0,965	1,28	4,165	0	0	0	0
Mt. Pleasant	GREEN ACRES	APF2017-00030	GREEN ACRES REALTY LLC A NCLLC	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Construction Drawing Review	Single Family		38	0	38			14,952	7,334	9,728	31,654	14,592	7,334	9,728	31,654
Concord	HACKBERRY PLACE	APF2008-00100	RICHARD GOODMAN	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Active Building Permitting	Single Family	6/13/2014	64	46	18	10/19/2004		24,576	12,352	16,384	53,312	6,912	3,474	4,608	14,994
Concord	HALLSTEAD	APF2008-00113	CROSLAND LAND	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Approved	Single Family	10/23/2019	475	472	3	11/18/2004	12/31/2015	182,4	91,675	121,6	395,675	1,152	0,579	0,768	2,499
Cabarrus County	HAMILTON CREST	APF2008-00163	Terry Bluto	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	7/16/2018	55	49	6</										

Jurisdiction	Subdivision	Appl#	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision Type	Last Permit	Units Approved	Units Issued	Units Remaining	Units Approved	DO Left Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Remaining Middle	Remaining High	Remaining Total
Concord	Highland Creek	APF2008-00147	Westbrook Highland Creek, LLC/Rhein	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Closed-Built Out	Single Family	3/23/2016	1200	1151	49	11/19/2001		460.8	231.6	307.2	999.6	18.616	9.457	12.544	40.617
Harrisburg	HOLCOMBE WOODS	APF2014-00022	US Developers LLC/Land Design	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active Platting	Single Family	10/30/2019	420	189	231			161.28	81.06	107.52	349.86	88.704	44.583	59.136	192.423
Harrisburg	HOWIE PROPERTY	APF2018-00012	YARBROUGH-WILLIAMS & HOULE, INC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Void			76	0	76			0	0	0	0	17.632	8.816	11.78	38.228
Harrisburg	HOWIE PROPERTY	APF2018-00016	YARBROUGH	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Void			76	0	76			0	0	0	0	17.632	8.816	11.78	38.228
Kannapolis	HUGH HILL	APF2018-00003	DAVID MILLER REALTY & INVESTMENT	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School		Active Building Permitting	Single Family	3/6/2019	0	7	-7			0	0	0	0	-2.688	-1.351	-1.792	-5.831
Concord	HUNTON FOREST	APF2017-00009	Steven Wilson	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Single Family	10/31/2019	361	154	207			138.624	69.673	92.416	300.713	79.488	39.951	52.992	172.431
Kannapolis	Integra Springs Kellswater Bridge	APF2009-00013	GLK Group, LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Closed-Built Out	Multi Family	7/17/2009	312	286	26	7/14/2009	12/31/2011	72.384	36.192	48.36	156.936	6.032	3.016	4.03	13.078
Kannapolis	JACOB'S RIDGE	APF2008-00033	YATES PROPERTIES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		All Lots Platted	Single Family	11/15/2018	27	19	8	1/20/2003		10.368	5.211	6.912	22.491	3.072	1.544	2.048	6.664
Kannapolis	JEFF & LAURA GRAY	APF2018-00004	JEFFREY GRAY	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School		Pending			4	0	4			0	0	0	0	0.928	0.464	0.62	2.012
Cabarrus County	Jensen	APF2008-00168	Charlie Duke	Concord High School	Concord Middle School	W M Irvin Elementary School		Closed-Built Out	Single Family	10/25/2005	6	6	0			2.304	1.158	1.536	4.998	0	0	0	0
Kannapolis	KANNAPOLIS PARKWAY SINGLE FAMILY	APF2016-00004	MCEACHERN LEONARD B JR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Single Family		166	0	166			63.744	32.038	42.496	138.278	63.744	32.038	42.496	138.278
Kannapolis	KANNAPOLIS PARKWAY TOWNHOMES	APF2016-00005	MCEACHERN LEONARD B JR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Townhouse		133	0	133			18.354	9.177	12.236	39.767	18.354	9.177	12.236	39.767
Concord	KASEN BLUFF	APF2008-00094	DARYL SUTHER	Concord High School	Concord Middle School	W M Irvin Elementary School		Expired	Single Family		12	0	12	4/17/2007	4/17/2013	4.608	2.316	3.072	9.996	4.608	2.316	3.072	9.996
Kannapolis	KELLSWATER BRIDGE	APF2008-00117	L-STAR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active (platting & permitting)	Single Family	11/6/2019	960	424	536	10/27/2011	10/27/2026	368.64	185.28	245.76	799.68	205.824	103.448	137.216	446.488
Harrisburg	KENSINGTON FOREST	APF2008-00102	NIBLOCK DEVELOPMENT CORP	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active Building Permitting	Single Family	8/7/2018	188	184	4	1/14/2006	12/17/2013	72.192	36.284	48.128	156.604	1.536	0.772	1.024	3.332
Concord	KING'S GRANT MULTI-FAMILY	APF2017-00017	PALISADES PROPERTIES INC	Cox Mill High School	Harris Road Middle School	Carl A Furr Elementary School		Pending	Single Family		0	0	0			0	0	0	0	0	0	0	0
Harrisburg	LANDON	APF2008-00129	KIM LOCATIS	Jay M Robinson High School	J N Fries Middle School	Pitt School Road Elementary School		Void	Townhouse		109	0	109	3/20/2006	3/20/2012	15.042	7.521	10.028	32.591	15.042	7.521	10.028	32.591
Concord	LANSTONE	APF2008-00093	UNKNOWN	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Closed-Built Out	Single Family	10/12/2015	39	35	4			14.976	7.527	9.984	32.487	1.536	0.772	1.024	3.332
Concord	LANTANA	APF2015-00004	RANKIN KIRKSEY C	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family	10/31/2019	88	52	36			33.792	16.984	22.528	73.304	13.824	6.948	9.216	29.982
Concord	LAUREL PARK	APF2008-00099	NIBLOCK DEVELOPMENT CORP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Active Building Permitting	Single Family	8/21/2019	709	690	19		12/31/2015	272.256	136.837	181.504	590.597	7.296	3.667	4.864	15.827
Concord	LAUREL PARK PHASE 3	APF2008-00098	NIBLOCK DEVELOPMENT CORP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Void	Single Family		15	0	15			5.76	2.895	3.84	12.495	5.76	2.895	3.84	12.495
Concord	LAUREL PARK PHASES 4-6	APF2008-00097	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Void	Single Family	2/11/2014	257	2	255	3/15/2005	5/15/2012	98.688	49.601	65.792	214.081	97.92	49.215	65.28	212.415
Concord	LEGACY APARTMENTS	APF2014-00011	COBLE FAMILY FARM LTD PTNRSHIP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Active Building Permitting	Multi Family	3/27/2015	344	332	12			79.808	39.904	53.32	173.032	2.784	1.392	1.86	6.036
Harrisburg	LITCHFIELD VILLAGE	APF2008-00125	LENNAR COMMUNITIES OF CHARLOTTE, IN	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	12/12/2011	150	161	-11	1/18/2005	9/14/2013	57.6	28.95	38.4	124.95	-4.224	-2.123	-2.816	-9.163
Concord	LITTLE TEXAS, LLC	APF2008-00175	Matthew P. Jones	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Pending	Single Family		224	0	224			86.016	43.232	57.344	186.592	86.016	43.232	57.344	186.592
Concord	LOWER ROCKY RIVER PROPERTIES	APF2019-00008	SARA SHIRLEY	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School		Pending	Single Family		0	0	0			0	0	0	0	0	0	0	0
Harrisburg	LOWER ROCKY RIVER ROAD	APF2018-00031	GROUP	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Void	Single Family		230	0	230			88.32	44.39	58.88	191.59	88.32	44.39	58.88	191.59
Concord	LUCKY DRIVE SITE	APF2018-00032	EDDIE MOORE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Single Family		0	0	0			0	0	0	0	0	0	0	0
Concord	Lynmere Subdivision	APF2016-00017	OXFORD LAND SALES INC	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Pending	Single Family		117	0	117			44.928	22.581	29.952	97.461	44.928	22.581	29.952	97.461
Concord	MAGNOLIA CROSSING	APF2008-00079	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Single Family	10/15/2019	44	35	9	5/12/2005	12/31/2013	13.992	6.116	5.456	25.564	3.456	1.737	2.304	7.497
Harrisburg	MAGNOLIA SPRINGS	APF2008-00128	SATURDAY INVESTMENTS, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	4/14/2008	190	190	0	6/19/2003	6/26/2012	72.96	36.67	48.64	158.27	0	0	0	0
Kannapolis	MALLARD POINTE ESTATES	APF2014-00016	UNKNOWN	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Kannapolis Intermediate School	All Lots Platted	Single Family	7/28/2016	215	158	57			82.56	41.495	55.04	179.095	21.888	11.001	14.592	47.481
Kannapolis	MANCHESTER PLACE	APF2013-00010	DANNY G BOST LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Single Family	5/31/2007	162	86	76			62.208	31.266	41.472	134.946	29.184	14.668	19.456	63.308
Harrisburg	MANOR RIDGE	APF2008-00176	Michael Nicosia, PE	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Single Family		300	0	300	11/20/2007	10/4/2015	115.2	57.9	76.8	249.9	115.2	57.9	76.8	249.9
Concord	MARDAN X LLC	APF2008-00169	Mark McCormick	Concord High School	Concord Middle School	Weddington Hills Elementary School		Expired	Multi Family		168	0	168			38.976	19.488	26.04	84.504	38.976	19.488	26.04	84.504
Concord	MCGRW PROPERTY	APF2008-00064	UNKNOWN	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		In Progress	Single Family		54	0	54	10/16/2007	10/16/2015	20.736	10.422	13.824	44.982	20.736	10.422	13.824	44.982
Kannapolis	MEADOW CREEK APARTMENTS	APF2008-00116	FLORIAN GHITAS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Multi Family	8/25/2008	14	14	0	6/26/2008		3.248	1.624	2.17	7.042	0	0	0	0
Locust	MEADOW CREEK VILLAGE	APF2013-00009	RL REGI NORTH CAROLINA LLC	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Active Building Permitting	Single Family	12/2/2016	140	104	36			53.76	27.02	35.84	116.62	13.824	6.948	9.216	29.988
Concord	MEETING STREET HOMES PHASE 2	APF2018-00024	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		66	0	66			9.108	4.554	6.072	19.734	9.108	4.554	6.072	19.734
Concord	MEETING STREET HOMES PHASE 3	APF2018-00025	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		66	0	66			9.108	4.554	6.072	19.734	9.108	4.554	6.072	19.734
Concord	MEETING STRET HOMES PHASE 1	APF2018-00023	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Multi Family		296	0	296			68.672	34.336	45.88	148.888	68.672	34.336	45.88	148.888
Concord	MERIDIAN	APF2008-00081	GUADALUPE JAVIER ZANDATE	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Active Building Permitting	Single Family	1/25/2017	16	17	-1	9/19/2006		6.144	3.088	4.096	13.328	-0.384	-0.193	-0.256	-0.833
Kannapolis	MILLBROOKE	APF2008-00114	GANDY COMMUNITIES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family		128	0	128	4/6/2008	4/6/2012	49.152	24.704	32.768	106.624	49.152	24.704	32.768	106.624
Kannapolis	MILLBROOKE	APF2014-00015	GANDY COMMUNITIES					Void	Single Family		131	0	131	4/6/2008		50.304	25.283	33.536	109.123	50.304	25.283	33.536	109.123
Concord	MILLGROVE - COX MILL	APF2019-00021	ALAN KERLEY					Pending			0	0	0			0	0	0	0	0	0	0	0
Cabarrus County	MOORECREST	APF2008-00110	Dockside Development	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	6/14/2006	92	93	-1	1/27/2003		35.328	17.756	23.552	76.636	-0.384	-0.193	-0.256	-0.833
Kannapolis	MOOSE MEADOWS (ROWAN COUNTY)	APF2017-00002	TIMOTHY TALLENT	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School	Kannapolis Intermediate School	Pending	Single Family		45	0	45			17.28	8.685	11.52	37.485	17.28	8.685	11.52	37.485
Concord	MOSS CREEK	APF2008-00083	ROBERT W. BURKETT	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	3/20/2012	1400	1205	195	1/20/2000		537.6	270.2	358.4	1166.2	74.88	37.635	49.92	162.435
Concord	MOSS CREEK TOWNHOMES	APF2008-00103	J & B DEVELOPMENT AND MANAGEMENT, INC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		88	0	88	1/20/2000		12.006	6.003	8.004	26.013	12.144	6.072	8.096	26.312
Cabarrus County	MOUNT OLIVE ESTATES	APF2008-00146	Bryant Parnell	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Closed-Built Out	Single Family	7/6/2006	10	11	-1	1/28/2002		3.84	1.93	2.56	8.33	-0.384	-0.193	-0.256	-0.833
Concord	MOUNTAIN BROOK PHASE 6	APF2008-00084	MDP CUSTOM HOMES, INC	Concord High School	Concord Middle School	W M Irvin Elementary School		Expired	Single Family	1/31/2019	8	4	4	12/12/2006		3.072	1.544	2.048	6.664	1.536	0.772	1.024	3.332
Concord	MOUNTAIN LAUREL	APF2008-00096	BEAZER HOMES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Closed-Built Out	Single Family	9/9/2013	76	78	-2	10/19/2004		29.184	14.668	19.456	63.308	-0.768	-0.386	-0.512	-1.666
Mt. Pleasant	NEW LIFE DEVELOPERS PROPERTY	APF2018-00018	MEL THOMPSON	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Construction Drawing Review			10	0	10			0	0	0	0	2.32	1.16	1.55	5.03
Kannapolis	NEWMAN MANOR	APF2008-00145	J&E Land Holding Company	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		All Lots Platted	Single Family	2/21/2019	29	15	14	8/10/2005	4/25/2012	11.136	5.597	7.424	24.157	5.376	2.702	3.584	11.662
Concord	NIBLOCK EVA DRIVE	APF2017-00044	NIBLOCK	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Single Family	5/15/2019	0	1	-1			0	0	0	0	-0.384	-0.193	-0.256	-0.833

Jurisdiction	Subdivision	Appl#	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision Type	Last Permit	Units Approved	Units Issued	Units Remaining	Units Approved	DO Left Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Remaining Middle	Remaining High	Remaining Total
Kannapolis	PINE CREEK	APF2013-00008	PINE CREEK DEVELOPERS LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family	10/25/2019	38	23	29			22,272	11,194	14,848	48,314	11,136	5,597	7,424	24,157
Concord	PINE GROVE CHURCH ROAD SITE	APF2018-00022	PETER TATGE	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School		Pending	Single Family		319	0	319			122,496	61,567	81,664	265,727	122,496	61,567	81,664	265,727
Concord	PITTS SCHOOL ROAD SUBDIVISION	APF2017-00034	MATTHEW McWILLIAMS	Jay M Robinson High School	Pitt School Road Elementary School	Pitt School Road Elementary School		Pending	Single Family		29	0	29			18,816	9,457	12,544	40,817	11,136	5,597	7,424	24,157
Concord	PLEASANT OAKS	APF2008-00047	KISER DEVELOPMENT COMPANY	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Active (platting & permitting)	Single Family	10/29/2019	170	140	30	2/21/2005	8/17/2015	65.28	32.81	43.52	141.61	11.52	5.79	7.68	24.99
Concord	Poplar Cove Subdivision	APF2016-00016		Concord High School	HD Winkler Middle School	Weddington Hills Elementary School		Active Platting	Single Family	7/15/2019	23	13	10			8,832	4,439	5,888	19,159	3.84	1.93	2.56	8.33
Concord	POPLAR CROSSING COMMONS ADULT LIVING CENTER	APF2012-00003	Workforce Homestead, Inc	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Age Restricted Development	Age Restricted		66	0	66			9.9	3.63	4.752	18,282	0	0	0	0
Concord	POPLAR POINT TOWNHOMES	APF2017-00032	JEFF REASNOR	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Townhouse		36	0	36			4,968	2,484	3,312	10,764	4,968	2,484	3,312	10,764
Concord	POPLAR TENT OAKS	APF2016-00019	Fred Matrulli	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Single Family		93	0	93			35,712	17,949	23,808	77,469	35,712	17,949	23,808	77,469
Cabarrus County	PORTERS LANDING	APF2008-00057	NO APPLICANT	Hickory Ridge High School	Hickory Ridge Middle School	Bethel Elementary School		Closed-Built Out	Single Family	9/18/2017	94	195	-101	4/19/1999		36,096	18,142	24,064	78,302	-38,784	-19,493	-25,856	-84,133
Concord	PRESPRO CUSTOM HOMES	APF2019-00013	PAUL CAMPBELL	Concord High School	Concord Middle School	W M Irvin Elementary School		Pending	Single Family		30	0	30			11.52	5.79	7.68	24.99	11.52	5.79	7.68	24.99
Concord	PRESPRO FLOWES STORE	APF2017-00025	PRESPRO	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Pending	Single Family		122	0	122			47,616	23,932	31,744	103,292	46,848	23,546	31,232	101,626
Harrisburg	PROVIDENCE MANOR	APF2008-00106	L & R DEVELOPMENT, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Closed-Built Out	Single Family	3/22/2007	149	57	92	12/15/2003	12/29/2007	57,216	28,757	38,144	124,117	35,328	17,756	23,552	76,636
Concord	PROVINCE GREEN	APF2008-00074	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Closed-Built Out	Single Family	7/14/2015	61	51	10			23,424	11,773	15,616	50,813	3.84	1.93	2.56	8.33
Concord	RAMSGATE	APF2008-00070	UNKNKNOWN	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Expired	Single Family	11/8/2017	224	241	-17			86,016	43,232	57,344	186,592	-6,528	-3,281	-4,352	-14,161
Kannapolis	RED CEDAR LANDING	APF2014-00017	REO FUNDING SOLUTIONS III LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Multi Family		150	0	150	10/1/2014		34.8	17.4	23.25	75.45	34.8	17.4	23.25	75.45
Concord	RIDGES AT CONCORD	APF2008-00072	QUAIL HAVEN DEVELOPMENT	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Single Family		551	0	551	4/18/2006	12/31/2010	211,584	106,343	141,056	458,983	211,584	106,343	141,056	458,983
Kannapolis	RIVER POINTE AT DAVIDSON	APF2013-00014	Wayne Patrick Holdings, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Single Family		444	0	444	9/4/2013		170,496	85,692	113,664	369,852	170,496	85,692	113,664	369,852
Cabarrus County	RIVERBEND	APF2008-00078	GREATHORN PROPERTIES	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Approved	Single Family		28	0	28	12/20/2007	12/19/2013	10,752	5,404	7,168	23,324	10,752	5,404	7,168	23,324
Concord	RIVERWALK	APF2008-00044	unkown	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Closed-Built Out	Single Family	8/2/2019	488	529	-41			187,392	94,184	124,928	406,504	-15,744	-7,913	-10,496	-34,153
Concord	ROBERTA CROSSING	APF2014-00003	LIVE WELL HOMES	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Active Building Permitting	Single Family	7/27/2015	55	1	54		5/20/2016	21.12	10,615	14.08	45,815	20,736	10,422	13,824	44,982
Concord	ROBERTA MEADOWS	APF2008-00075	PITTS SCHOOL, LLC / TIM HUNTLEY	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Approved	Single Family		33	24	9	6/20/2006	6/20/2012	12,672	6,369	8,448	27,489	3,456	1,737	2,304	7,497
Concord	ROBERTA RIDGE SUBDIVISION	APF2016-00007	BLACKWELDER FANNIE B	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School		Active Platting	Single Family	10/23/2019	206	117	89			79,104	39,758	52,736	171,598	34,176	17,177	22,784	74,137
Concord	ROBERTA ROAD SUBDIVISION NORTH	APF2017-00041	BOYD STANLEY	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Pending	Single Family		115	0	115			44.16	22,195	29.44	95,795	44.16	22,195	29.44	95,795
Concord	ROBERTA ROAD SUBDIVISION SOUTH	APF2017-00042	PULTE HOMES	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School		Pending	Single Family		28	0	28			10,752	5,404	7,168	23,324	10,752	5,404	7,168	23,324
Concord	ROBERTA ROAD TOWNHOMES	APF2019-00011	JONATHAN CARTER	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School		Pending	Townhouse		16	0	16			2,208	1,104	1,472	4,784	2,208	1,104	1,472	4,784
Cabarrus County	ROCKY GLEN	APF2008-00077	RANDALL SCRIBNER	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Expired	Single Family		49	0	49	7/19/2007	7/18/2013	18,816	9,457	12,544	40,817	18,816	9,457	12,544	40,817
Cabarrus County	Rocky Meadows	APF2008-00164	Randy Humphrey and Associates	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Closed-Built Out	Single Family	6/4/2004	142	144	-2	1/15/1999		54,528	27,406	36,352	118,286	-0,768	-0,386	-0,512	-1,666
Cabarrus County	ROCKY RIVER ESTATES PH 1	APF2017-00005	DEVELOPMENT SOLUTIONS GROUP	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family		56	0	56			21,504	10,808	14,336	46,648	21,504	10,808	14,336	46,648
Kannapolis	Rogers Lake Road Townhomes	APF2017-00021	JOURNEY CAPITAL LLC	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School		Pending	Townhouse		0	0	0			0	0	0	0	0	0	0	0
Kannapolis	ROY CHATHAM MINOR SUBDIVISION	APF2017-00022	ROY CHATHAM	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School		Pending			8	0	8			0	0	0	1,856	0.928	1.24	4.024	
Cabarrus County	ROYSCROFT	APF2008-00073	PROVIDENT DEVELOPMENT GROUP	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Active Platting	Single Family		0	0	0	3/15/2007	3/14/2013	144	72,375	96	312,375	0	0	0	0
Cabarrus County	RUSTIC CANYON	APF2008-00063	SHEA HOMES	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		In Progress	Single Family		595	0	595	6/21/2007	6/20/2013	228.48	114,835	152.32	495,635	228.48	114,835	152.32	495,635
Midland	SADDLEBROOK	APF2008-00133	LANDCRAFT	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Closed-Built Out	Single Family	5/8/2018	168	183	-15	3/13/2007	5/13/2017	64,512	32,424	43,008	139,944	-5,76	-2,895	-3,84	-12,495
Concord	Salisbury Trace at Branchview Conditional Zoning	APF2016-00008	COPPERFIELD APTS/DARREN LUCAS	Concord High School	Concord Middle School	W M Irvin Elementary School		Withdrawn	Multi Family		424	0	424			98,368	49,184	65,72	213,272	98,368	49,184	65,72	213,272
Kannapolis	SAMAUER CRISP MINOR SUBDIVISION	APF2017-00023	SAMUEL CRISP	A L Brown High School		Jackson Park Elementary School	Kannapolis Intermediate School	Pending			8	0	8			0	0	0	1,856	0.928	1.24	4.024	
Concord	SANCTUARY CODDLE CREEK	APF2014-00005	DUNCAN VIRGINIA C ESTATE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Withdrawn	Multi Family	9/18/2017	62	1	61			14,384	7,192	9,61	31,186	14,152	7,076	9,455	30,683
Concord	SAPPHIRE HILLS	APF2008-00045	JBC Development Concord, LLC	Concord High School	Concord Middle School	Weddington Hills Elementary School		Closed-Built Out	Townhouse	8/12/2010	60	54	6	5/16/2006	7/13/2013	8.28	4.14	5.52	17.94	0.828	0.414	0.552	1.794
Concord	SAVANNAH COMMONS	APF2008-00049	LANDMARK DEVELOPMENT VENTURES, LLC	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Active Building Permitting	Single Family	8/27/2013	28	29	-1	12/21/2004		10,752	5,404	7,168	23,324	-0,384	-0,193	-0,256	-0,833
Concord	SETTLERS LANDING TOWNHOMES	APF2008-00179	Coddle Creek Development Group, LLC	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Active (platting & permitting)	Townhouse	11/21/2017	116	125	-9	1/15/2008	3/29/2015	16,008	8,004	10,672	34,684	-1,242	-0,621	-0,828	-2,691
Kannapolis	SETTLERS RIDGE	APF2008-00108	Craft/CP Morgan	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		All Lots Platted	Single Family	1/14/2011	150	138	12	1/7/2004		57.6	28.95	38.4	124.95	4,808	2,316	3,072	9,996
Kannapolis	SHERWOOD DEVELOPMENT	APF2018-00014	BLOC DESIGN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending			91	0	91			0	0	0	0	21,112	10,556	14,105	45,773
Kannapolis	SHILOH VILLAGE	APF2008-00071	SHILOH RIDGE DEVELOPMENT, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	5/25/2011	30	30	0	6/19/2006		11.52	5.79	7.68	24.99	0	0	0	0
Locust	Signature Development	APF2009-00007	Chris Hunter	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Pending	Single Family		70	0	70	1/8/2008		26.88	13.51	17.92	58.31	26.88	13.51	17.92	58.31
Cabarrus County	SKYBROOK	APF2008-00104	MVC, LLC/Bryan Properties	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Closed-Built Out	Single Family	2/23/2018	254	388	-134	12/17/1998		97,536	49,022	65,024	211,582	-61,456	-25,862	-34,304	-111,622
Cabarrus County	SKYBROOK APARTMENTS	APF2017-00014	JIM GRDICH	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Issued	Multi Family	4/6/2017	268	280	-12			62,176	31,088	41.54	134,804	-2,784	-1,392	-1.86	-6,036
Mt. Pleasant	SKYLAND SUBDIVISION	APF2018-00017	RONALD BURRAGE	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Withdrawn			16	0	16			0	0	0	0	3,712	1,856	2,48	8,048
Kannapolis	SOUTH VILLAGE SINGLE FAMILY	APF2009-00001	Richard McGinnis	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Kannapolis Intermediate School	Inactive	Single Family		15	0	15		8/8/2012	5.76	2,895	3.84	12,495	5.76	2,895	3.84	12,495
Kannapolis	SOUTH VILLAGE TOWNHOMES	APF2009-00002	Richard McGinnis	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Kannapolis Intermediate School	Inactive	Townhouse		145	0	145		8/8/2012	20.01	10,005	13.34	43,355	20.01	10,005	13.34	43,355
Concord	SOUTHWOOD REALTY APTS	APF2019-00023	WILLIAM RATCHFORD	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School		Pending			0	0	0			0	0	0	0	0	0	0	0
Concord	ST ANDREWS PHASE 7	APF2008-00105	Danny Bost T.W.L.S. Inc.	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Approved	Single Family	12/30/2014	32	5	27	11/19/2001		12,288	6,176	8,192	26,656	10,368	5,211	6,912	22,491
Cabarrus County	ST ANDREWS PLACE	APF2013-00003	twls, inc	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Closed-Built Out	Single Family	3/21/2014	516	238	278			198,144	99,588	132,096	429,828	106,752	53,654	71,168	231,574
Cabarrus County	St. Andrews Phase 7	APF2008-00171	Danny Bost					Void	Single Family		35	0	35			13.44	6,755	8.96	29,155	13.44	6,755	8.96	29,155
Harrisburg	STALLINGS FARM	APF2008-00037	JOE M STALLINGS ET. AL	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	12/29/2014	21	48	-27	4/18/2004		8,064	4,053	5,376	17,493	-10,368	-5,211	-6,912	-22,491
Harrisburg	STALLINGS FARM PHASE 5	APF2008-00126	VERNON BURRIS	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	7/31/2013	35	26	9	6/21/2004	12/22/2007	13.44	6,755	8.96	29,155	3,456	1,737	2,304	7,497
Cabarrus County	STALLINGS GLEN	APF2010-00004	CHRISTOPHER PROPERTIES	H																			

Jurisdiction	Subdivision	Appl#	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision Type	Last Permit	Units Approved	Units Issued	Units Remaining	Dev Order Approved	DO Left Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Remaining Middle	Remaining High	Remaining Total
Locust	THE VILLAGE AT REDBRIDGE SINGLE FAMILY	APF2009-00004	Mark Friedman	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Approved	Single Family	12/4/2013	417	34	707	3/1/2005		160,128	80,481	106,752	347,361	159.36	80.095	106.24	345.695
Locust	THE VILLAGE AT REDBRIDGE TOWNHOMES	APF2008-00172	Mark Friedman	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Approved	Townhouse	9/25/2019	741	34	707	3/1/2005		102,258	51,129	68,172	221,559	97,566	48,783	65,044	211,393
Concord	THE VILLAGES AT SKYBROOK NORTH	APF2008-00087	PULTE HOMES	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Active (platting & permitting)	Single Family	10/23/2019	467	413	54	1/18/2005	12/31/2015	179,328	90,131	119,552	389,011	20,736	10,422	13,824	44,982
Concord	THE VILLAGES AT SKYBROOK NORTH PHASE 3	APF2009-00011	Steven Pace	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Void	Single Family	9/16/2013	33	3	30	11/18/2008	12/31/2013	12,672	6,369	8,448	27,489	11,52	5,79	7,68	24,99
Concord	THE WAYFORTH AT CONCORD	APF2017-00018	MARTIN MARIETTA	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Pending	Townhouse	10/11/2019	150	45	105			0	0	0	0	14.49	7.245	9.66	31.395
Concord	THE WOODS ON SOUTH UNION	APF2013-00006	MSMC Venture, LLC	Concord High School	Concord Middle School	W M Irvin Elementary School		Closed-Built Out	Single Family	11/1/2013	77	27	50			29,568	14,861	19,712	64,141	19.2	9.65	12.8	41.65
Midland	THOMPSONS LAKE	APF2008-00134	FRANK JACOBUS, WILLIAM BREWSTER CO., INC	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Expired	Single Family	9/16/2011	58	1	57	2/6/2009		34,344	15,012	13,392	62,748	21,888	11,001	14,592	47,481
Concord	Tower Place Townhomes Phase 2	APF2009-00015	Fortune	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		In Progress	Townhouse		64	0	64			8,832	4,416	5,888	19,136	8,832	4,416	5,888	19,136
Kannapolis	TRINITY CREST	APF2008-00158	Cindy Geater	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active Platting	Single Family	11/3/2015	60	60	0			23,04	11,58	15,36	49,98	0	0	0	0
Kannapolis	TRINITY CROSSING ROAD DEVELOPMENT	APF2017-00046	ZACK GORDON	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending			130	0	130			0	0	0	0	30.16	15.08	20.15	65.39
Cabarrus County	Trinity Place	APF2008-00159	Primestar Properties Inc	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Closed-Built Out	Single Family	10/5/2018	5	8	-3			1.92	0.965	1.28	4.165	-1.152	-0.579	-0.768	-2.499
Midland	TUCKER CHASE	APF2008-00101	CHUCK STEVENS	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Active (platting & permitting)	Single Family	7/26/2016	162	129	33	6/1/2004		62,208	31,266	41,472	134,946	12,672	6,369	8,448	27,489
Concord	UNICA	APF2015-00008	UNICA U B O	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Withdrawn	Single Family		175	0	175			67.2	33.775	44.8	145,775	67.2	33.775	44.8	145,775
Cabarrus County	Vanderburg Estates	APF2008-00160	Horton Landvest Inc	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		All Lots Platted	Single Family	1/19/2018	114	46	68			43,776	22,002	29,184	94,962	26,112	13,124	17,408	56,644
Concord	VILLAGES AT DREAMING CREEK SINGLE FAMILY	APF2008-00091	YATES PROPERTIES, LLC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		In Progress	Single Family		57	0	57	7/17/2009	12/31/2015	21,888	11,001	14,592	47,481	21,888	11,001	14,592	47,481
Concord	VILLAGES AT DREAMING CREEK TOWNHOMES	APF2009-00003	YATES PROPERTIES, LLC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		In Progress	Townhouse		46	0	46	7/17/2009	12/31/2015	6,348	3,174	4,232	13,754	6,348	3,174	4,232	13,754
Kannapolis	Villas at Forest Park Retirement Facility	APF2008-00178	Douglas Company, LLC	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Kannapolis Intermediate School	Age Restricted Development	Age Restricted		64	0	64			0	0	0	0	0	0	0	0
Concord	VILLAS AT LOGAN GARDENS RETIREMENT FACILITY	APF2009-00014	Doug Hart	Jay M Robinson High School	HD Winkler Middle School	W M Irvin Elementary School		Age Restricted Development	Age Restricted	1/28/2014	44	2	42	9/15/2009		0	0	0	0	0	0	0	0
Concord	VILLAS AT WINECOFF	APF2008-00043	Danny Bost	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Expired	Single Family	5/26/2017	99	85	14	3/15/2005	12/31/2013	38,016	19,107	25,344	82,467	5,376	2,702	3,584	11,662
Mt. Pleasant	WALKER ROAD PROPERTIES	APF2019-00006	ERIN BURRIS	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Pending	Single Family		97	0	97			37,248	18,721	24,832	80,801	37,248	18,721	24,832	80,801
Concord	WALLACE MEADOWS TOWNHOMES	APF2018-00008	PETE ELMER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending			98	0	98			0	0	0	0	22,736	11,368	15,19	49,294
Kannapolis	WATERFORD ON THE ROCKY RIVER	APF2008-00066	Justin E Kies	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Active (platting & permitting)	Single Family	1/4/2018	278	246	32	4/21/2005	10/1/2016	106,752	53,654	71,168	231,574	12,288	6,176	8,192	26,656
Concord	Waterstone at Weddington Apartments	APF2008-00137	Brian Kaiser	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Closed-Built Out	Multi Family	1/17/2013	412	476	-64	11/21/2006		61.8	22.66	29.664	114,124	-14,848	-7,424	-9,92	-32,192
Concord	WEDDINGTON ROAD SITE MATTAMY HOMES	APF2015-00005	MATTAMY HOMES	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Pending	Single Family		281	0	281			107,904	54,233	71,936	234,073	107,904	54,233	71,936	234,073
Concord	WEDDINGTON ROAD SUBDIVISION	APF2019-00020	ROBERT CASH	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Pending	Multi Family		720	0	720			167,04	83,52	111.6	362,16	167,04	83,52	111.6	362,16
Concord	WEDDINGTON ROAD TRACT	APF2017-00045	SCOTT KIGER	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Pending			268	0	268			0	0	0	0	62,176	31,088	41,54	134,804
Kannapolis	WELLINGTON CHASE	APF2008-00061	PARKER AND ORLEANS HOMEBUILDERS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Active (platting & permitting)	Single Family	10/13/2017	349	366	-17	9/29/2005	5/22/2016	134,016	67,357	89,344	290,717	-6,528	-3,281	-4,352	-14,161
Kannapolis	WELLINGTON GARDENS	APF2013-00013	REA VENTURE GROUP	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Inactive	Multi Family		72	0	72	5/1/2013		16,704	8,352	11,16	36,216	16,704	8,352	11,16	36,216
Concord	Wellspring Village Retirement Community	APF2008-00177	Crosland Homes	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Age Restricted Development	Age Restricted	11/12/2008	52	8	44	3/20/2008	12/31/2013	0	0	0	0	0	0	0	0
Kannapolis	WEST G STREET	APF2018-00002	LONG RANGE DEVELOPMENT & PROPERTIES	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School		Pending			4	0	4			0	0	0	0	0.928	0.464	0.62	2,012
Kannapolis	WEST OAKS PHASE 2	APF2008-00111	Brandon Little & Stephen Wasserman	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Expired	Single Family	2/3/2017	13	1	12	9/23/2008	9/14/2012	4,992	2,509	3,328	10,829	4,608	2,316	3,072	9,996
Concord	Wexford Pointe Apartments	APF2009-00012	Cathy Connors	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Multi Family	5/6/2010	106	106	0	12/15/2009		24,592	12,296	16,43	53,318	0	0	0	0
Kannapolis	WIGHTMAN OAKS	APF2008-00031	WIGHTMAN HOMES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Expired	Townhouse	7/21/2017	13	10	3	1/24/2008		1,794	0,897	1,196	3,887	0,414	0,207	0,276	0,897
Kannapolis	WILDWOOD RIDGE	APF2014-00019	OAKMONT HOMES					Active (platting & permitting)	Single Family	11/2/2012	39	21	18	5/5/2004		14,976	7,527	9,984	32,487	6,912	3,474	4,608	14,994
Concord	WILKINSON COURT REDEVELOPMENT SINGLE FAMILY	APF2019-00015	CITY OF CONCORD	Concord High School	Concord Middle School	W M Irvin Elementary School		Pending			7	0	7			0	0	0	0	1,624	0,812	1,085	3,521
Concord	WILKINSON COURT REDEVELOPMENT TOWNHOMES	APF2019-00014	CITY OF CONCORD	Concord High School	Concord Middle School	W M Irvin Elementary School		Pending	Townhouse		20	0	20			2,76	1,38	1,84	5,98	2,76	1,38	1,84	5,98
Concord	WINDING WALK	APF2008-00092	Shea Homes	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Closed-Built Out	Single Family	10/16/2014	472	482	-10	7/13/2003	6/20/2013	181,248	91,096	120,832	393,176	-3,84	-1,93	-2,56	-8,33
Kannapolis	WINDSOR	APF2013-00005	KANNAPOLIS REAL ESTATE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Expired	Single Family	8/8/2019	98	35	63			37,632	18,914	25,088	81,634	24,192	12,159	16,128	52,479
Kannapolis	WINDSOR PHASE IIB	APF2013-00004	KANNAPOLIS REAL ESTATE					Void			0	0	0			0	0	0	0	0	0	0	0
Concord	WINECOFF SCHOOL ROAD PROJECT	APF2018-00010	CHRIS TODD	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Void			117	0	117			0	0	0	0	27,144	13,572	18,135	58,851
Concord	WINECOFF SCHOOL ROAD/TIMMONS GROUP	APF2018-00009	AMERICAN SOUTH MGMNT LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Townhouse		117	0	117			16,146	8,073	10,764	34,983	16,146	8,073	10,764	34,983
Kannapolis	WISPERING WINDS	APF2014-00021	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Closed-Built Out	Single Family	10/23/2008	36	33	3	9/8/2000		13,824	6,948	9,216	29,988	1,152	0,579	0,768	2,499
Concord	WOODBIDGE AT ZEMOSA	APF2008-00090	NIBLOCK DEVELOPMENT CORP.	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		In Progress	Single Family	10/30/2019	50	36	14	5/15/2007	3/15/2015	19,2	9,65	12,8	41,65	5,376	2,702	3,584	11,662
Midland	WYNDHAM ESTATES	APF2008-00135	SCOTT COLLINS	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Closed-Built Out	Single Family	9/18/2017	30	21	9	11/20/2007		11,52	5,79	7,68	24,99	3,456	1,737	2,304	7,497
Midland	WYNDHAM FOREST	APF2017-00024	DEPENDABLE DEVELOPMENT INC	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Pending	Single Family	10/19/2018	30	29	1			11,52	5,79	7,68	24,99	0,384	0,193	0,256	0,833
Midland	WYNTREE	APF2008-00136	UNKNOWN	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Pending	Multi Family		149	0	149			34,568	17,284	23,095	74,947	34,568	17,284	23,095	74,947
Concord	YATES MEADOW	APF2008-00088	YATES MEADOW	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Closed-Built Out	Single Family	10/1/2013	220	147	73			84,48	42,46	56,32	183,26	28,032	14,089	18,688	60,809
Concord	ZION CHURCH ROAD SINGLE FAMILY CONCEPT	APF2018-00027	JEREMY HORTON	A L Brown High School	C C Griffin Middle School	A T Allen Elementary School		Pending	Single Family		222	0	222			85,248	42,846	56,832	184,926	85,248	42,846	56,832	184,926
Concord	ZION CHURCH ROAD SITE	APF2018-00020	MATT MANDLE	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Pending	Single Family		116	0	116			44,544	22,388	29,696	96,628	44,544	22,388	29,696	96,628
Concord	ZION CHURCH ROAD TOWNHOME CONCEPT	APF2018-00026	JEREMY HORTON	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Pending	Townhouse		153	0	153			21,114	10,557	14,076	45,747	21,114	10,557	14,076	45,747
											52887	24567	29,019			16393.27	8203.79	10840.74	35250.8	8488.106	4259.493	5661.755	18409.354

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Reports

SUBJECT:

EDC - October 2019 Monthly Summary Report

BRIEF SUMMARY:

The Cabarrus Economic Development Corporation (EDC) provides monthly updates on the local economic and industry activities in the form of the included report.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:**SUBMITTED BY:**

Robert J. Carney, Jr., EDC

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

▢ Report

October 2019 Project Activity Report



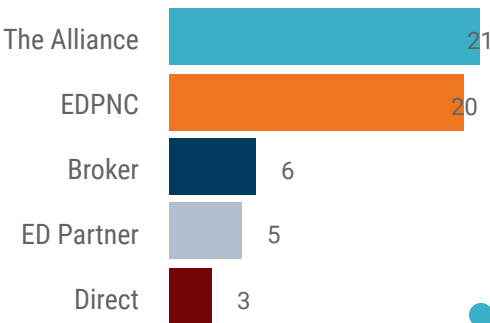
The EDC received 15 new RFIs (requests for information) in October and submitted sites/buildings for 13 of the new requests. There were 2 client site visits in October.



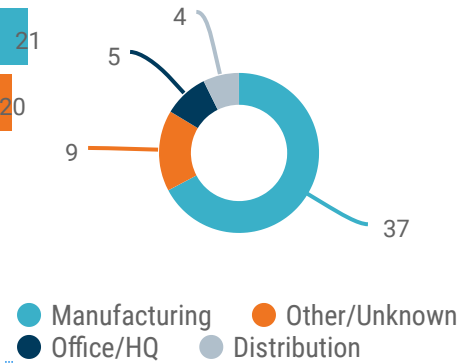
Other Project Activity Stats



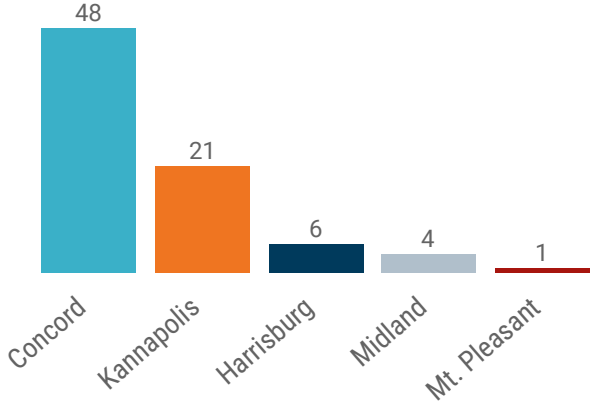
Projects By Source



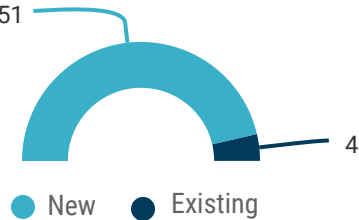
Projects By Industry



of Projects By Location



Projects By Type



190

average jobs per project



72K

average square feet per project



28

average acres per project



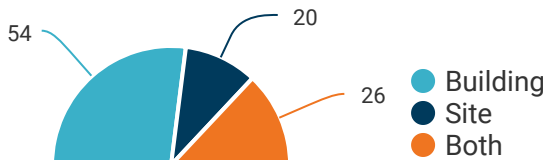
38%
of Cabarrus EDC's projects involve companies outside of the U.S.



99M
average investment per project



Building vs. Site - %



CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Reports

SUBJECT:

Finance - Monthly Financial Update

BRIEF SUMMARY:

The County Manager requested monthly reports from Finance displaying relevant information regarding the year-to-date budget.

REQUESTED ACTION:

For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:**SUBMITTED BY:**

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

▢ Report

Cabarrus County, North Carolina
General Fund
Statement of Revenues and Expenditures - Budget and Actual
As of October 31, 2019

*this report was pulled prior to month end close

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	or Used
REVENUES						
Ad Valorem Taxes & Interest	(176,965,890)	(176,965,890)	(27,073,147)	\$ -	\$ 149,892,743	15.3%
Other Taxes	(52,785,613)	(52,785,613)	(14,198,623)	-	38,586,990	26.9%
Intergovernmental Revenues	(21,315,255)	(21,687,318)	(3,615,035)	-	18,072,283	16.7%
Permits and Fees	(7,207,427)	(7,207,427)	(2,667,252)	-	4,540,175	37.0%
Sales and Services	(13,730,184)	(13,730,184)	(3,406,910)	-	10,323,274	24.8%
Investment Earnings	(1,000,000)	(1,000,000)	(517,672)	-	482,328	51.8%
Miscellaneous/Other Finance Sources	(2,786,165)	(9,427,574)	(392,150)	-	9,035,425	4.2%
TOTAL REVENUES	(275,790,534)	(282,804,006)	(51,870,788)	\$ -	\$ 230,933,218	18.3%
EXPENDITURES						
GENERAL GOVERNMENT						
Board of Commissioners	\$ 1,043,936	\$ 1,044,936	\$ 328,177	\$ -	716,759	31.4%
County Manager	1,710,084	1,710,584	458,519	-	1,252,065	26.8%
Communications	763,128	764,678	236,620	3,050	525,008	31.3%
Human Resources	1,023,769	1,026,769	302,018	2,133	722,619	29.6%
Tax Collector	1,083,449	1,083,449	339,315	-	744,134	31.3%
Tax Administration	2,484,812	2,484,812	757,100	107	1,727,605	30.5%
Board of Elections	1,415,887	1,415,887	213,363	155,278	1,047,246	26.0%
Register of Deeds	619,658	619,658	223,058	-	396,600	36.0%
Finance	1,156,867	1,220,767	371,703	72,400	776,664	36.4%
Information Technology	5,981,188	6,211,163	2,202,513	410,142	3,598,508	42.1%
Non-departmental*	3,068,602	4,503,250	1,877,981	640,929	1,984,339	55.9%
Infrastructure & Asset Management						
Grounds Maintenance	1,946,658	1,999,787	602,051	532,009	865,726	56.7%
Administration	2,021,348	2,021,348	533,146	54,200	1,434,002	29.1%
Sign Maintenance	174,374	174,374	42,803	-	131,571	24.5%
Building Maintenance	3,596,179	3,824,844	896,378	685,373	2,243,092	41.4%
Facility Services	1,704,703	1,707,453	468,926	129,254	1,109,273	35.0%
Fleet Maintenance	808,780	843,700	199,586	272,983	371,131	56.0%
Contribution to Other Funds	6,584,004	9,084,004	9,084,004	-	-	100.0%
Total General Government	\$ 37,187,426	\$ 41,741,462	\$ 19,137,263	\$ 2,957,858	\$ 19,646,341	52.9%
PUBLIC SAFETY						
Sheriff						
Administration & Operations	\$ 17,641,707	\$ 18,633,074	\$ 5,584,286	\$ 1,234,440	\$ 11,814,348	36.6%
Jail	11,574,320	11,620,397	3,967,704	1,030,494	6,622,199	43.0%
Animal Control	886,179	886,179	253,398	69,652	563,129	36.5%
Animal Shelter	515,210	515,210	173,578	-	341,632	33.7%
Courts Maintenance	270,287	283,567	59,087	13,426	211,054	25.6%
Construction Standards	2,631,797	2,681,336	790,716	51,135	1,839,484	31.4%
Emergency Management	327,361	331,084	97,134	1,770	232,180	29.9%
Fire Services	1,488,400	1,493,208	392,819	220,255	880,134	41.1%
Emergency Medical Services	9,891,446	10,089,192	3,714,671	38,063	6,336,458	37.2%
Other Public Safety*	2,070,669	2,228,040	505,859	791,856	930,324	58.2%
Total Public Safety	\$ 47,297,376	\$ 48,761,287	\$ 15,539,252	\$ 3,451,092	\$ 29,770,942	38.9%

* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

Cabarrus County, North Carolina
General Fund
Statement of Revenues and Expenditures - Budget and Actual
As of October 31, 2019

*this report was pulled prior to month end close

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	or Used
ECONOMIC & PHYSICAL DEVELOPMENT						
Planning & Development						
Planning	\$ 638,447	\$ 645,107	\$ 194,687	\$ -	\$ 450,420	30.2%
Community Development	596,260	688,563	208,827	0	479,735	30.3%
Soil & Water Conservation	250,628	255,668	77,958	5,040	172,670	32.5%
Zoning Administration	243,735	243,735	52,321	150	191,264	21.5%
Economic Development Corporation	403,169	403,169	137,072	-	266,097	34.0%
Economic Development Incentives	1,730,000	2,034,207	304,207	686,000	1,044,000	48.7%
Other Economic & Physical Development*	1,958,437	1,958,437	170,921	307,967	1,479,550	24.5%
Total Economic & Physical Development	\$ 5,820,676	\$ 6,228,886	\$ 1,145,994	\$ 999,157	\$ 4,083,735	34.4%
ENVIRONMENTAL PROTECTION						
Waste Reduction	\$ 858,478	\$ 1,040,973	\$ 188,905	\$ 196,509	\$ 655,559	37.0%
Total Environmental Protection	\$ 858,478	\$ 1,040,973	\$ 188,905	\$ 196,509	\$ 655,559	37.0%
HUMAN SERVICES						
Veterans Services	\$ 290,122	\$ 290,122	\$ 82,641	\$ -	\$ 207,481	28.5%
Cooperative Extension	408,053	413,650	102,245	-	311,405	24.7%
Human Services						
Administration	4,159,659	4,302,166	1,467,017	472,150	2,362,999	45.1%
Economic Family Support Services	2,901,982	2,901,735	599,410	-	2,302,325	20.7%
Transportation	2,394,782	2,437,057	674,694	243,978	1,518,385	37.7%
Child Welfare	8,914,930	8,966,099	2,694,517	314,746	5,956,836	33.6%
Child Support Services	1,963,968	1,963,968	596,573	18,880	1,348,515	31.3%
Economic Services	8,601,624	8,601,624	2,631,599	-	5,970,025	30.6%
Adult and Family Services	1,782,688	1,782,688	563,690	43,429	1,175,569	34.1%
Nutrition	526,608	526,608	139,362	183,737	203,508	61.4%
Senior Services	727,224	741,497	189,279	227,624	324,594	56.2%
Other Human Services*	8,418,085	8,418,085	2,245,556	5,929,326	243,202	97.1%
Total Human Services	\$ 41,089,725	\$ 41,345,298	\$ 11,986,583	\$ 7,433,870	\$ 21,924,845	47.0%
EDUCATION						
Cabarrus County Schools Operating	\$ 70,342,488	\$ 70,342,488	\$ 23,447,512	\$ -	\$ 46,894,976	33.3%
Kannapolis City Schools Operating	8,798,724	8,798,724	3,284,980	-	5,513,744	37.3%
RCCC Operating	3,402,215	3,402,215	1,134,079	-	2,268,136	33.3%
Cabarrus County Schools Capital	1,056,324	1,111,764	580,575	18,159	513,030	53.9%
Kannapolis City Schools Capital	108,832	134,187	117,035	4,418	12,735	90.5%
RCCC Capital	100,000	100,000	100,000	-	-	100.0%
Other Education*	122,644	122,644	40,892	48,424	33,328	72.8%
Total Education	\$ 83,931,227	\$ 84,012,022	\$ 28,705,073	\$ 71,000	\$ 55,235,949	34.3%
CULTURE & RECREATION						
Active Living & Parks						
Parks	\$ 1,750,479	\$ 1,755,979	\$ 556,922	\$ 43,811	\$ 1,155,246	34.2%
Senior Centers	790,086	847,598	235,444	23,470	588,684	30.5%
Library System	3,568,366	3,573,807	1,105,885	147,508	2,320,414	35.1%
Other Cultural & Recreation*	26,000	26,000	26,000	104,600	(104,600)	502.3%
Total Culture & Recreation	\$ 6,134,931	\$ 6,203,384	\$ 1,924,251	\$ 319,388	\$ 3,959,745	36.2%
DEBT SERVICE						
Schools	\$ 44,235,015	\$ 44,235,015	\$ 3,789,884	\$ 334,750	\$ 40,110,381	9.3%
Other	9,235,680	9,235,680	541,242	115,190	8,579,248	7.1%
Total Debt Service	\$ 53,470,695	\$ 53,470,695	\$ 4,331,126	\$ 449,940	\$ 48,689,629	8.9%
TOTAL EXPENDITURES	\$ 275,790,534	\$ 282,804,006	\$ 82,958,447	\$ 15,878,814	\$ 183,966,745	34.9%
Excess (deficiency) of revenues over (under) expenditures	\$ -	\$ -	\$ (31,087,659)	\$ (15,878,814)	\$ (46,966,473)	

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Cabarrus County, North Carolina
General Fund
Statement of Revenues and Expenditures - Budget and Actual
As of October 31, 2019*

*this report was pulled prior to month end close

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	or Used
Arena and Events Center						
REVENUES						
Sales and Services	\$ (677,150)	\$ (677,150)	\$ (586,918)	\$ -	\$ 90,232	86.7%
Investment Earnings	(14,117)	(14,117)	(9,740)	-	4,377	69.0%
Miscellaneous/Other Finance Sources	(1,040,613)	(1,060,613)	(820,804)	-	239,809	77.4%
Total Arena and Events Center Fund	\$ (1,731,880)	\$ (1,751,880)	\$ (1,417,462)	\$ -	\$ 334,418	80.9%
EXPENDITURES						
Arena and Events Center	\$ 1,025,613	\$ 1,045,613	\$ 450,539	\$ 336,770	\$ 258,304	75.3%
County Fair	706,267	706,267	459,960	72,559	173,748	75.4%
Total Arena and Events Center Fund	\$ 1,731,880	\$ 1,751,880	\$ 910,500	\$ 409,329	\$ 432,052	75.3%
Landfill Fund						
REVENUES						
Intergovernmental Revenues	\$ (46,000)	\$ (46,000)	\$ -	\$ -	\$ 46,000	0.0%
Permits and Fees	(134,000)	(134,000)	(41,134)	-	92,866	30.7%
Sales and Services	(1,195,000)	(1,195,000)	(334,742)	-	860,258	28.0%
Investment Earnings	(28,508)	(28,508)	(29,388)	-	(880)	103.1%
Other Finance Sources	-	(34,647)	-	-	34,647	0.0%
Total Landfill Fund	\$ (1,403,508)	\$ (1,438,155)	\$ (405,264)	\$ -	\$ 1,032,892	28.2%
EXPENDITURES						
Landfill Operations	\$ 1,403,508	\$ 1,438,155	\$ 202,558	\$ 120,087	\$ 1,115,510	22.4%
Total Landfill Fund	\$ 1,403,508	\$ 1,438,155	\$ 202,558	\$ 120,087	\$ 1,115,510	22.4%
911 Emergency Telephone Fund						
REVENUES						
Intergovernmental Revenues	\$ (758,740)	\$ (758,740)	\$ (173,715)	\$ -	\$ 585,025	22.9%
Investment Earnings	(1,500)	(1,500)	(2,483)	-	(983)	165.6%
Other Finance Sources	-	-	-	-	-	0.0%
Total 911 Emergency Telephone Fund	\$ (760,240)	\$ (760,240)	\$ (176,198)	\$ -	\$ 584,042	23.2%
EXPENDITURES						
Operations	\$ 700,714	\$ 700,714	\$ 118,781	\$ 209,479	\$ 372,454	46.8%
Debt Service	59,526	59,526	29,763	-	29,763	50.0%
Total 911 Emergency Telephone Fund	\$ 760,240	\$ 760,240	\$ 148,544	\$ 209,479	\$ 402,217	47.1%
Self-Insured Funds						
REVENUES						
Sales and Services	\$ (13,612,017)	\$ (13,612,017)	\$ (4,188,144)	\$ -	\$ 9,423,873	30.8%
Investment Earnings	(45,000)	(45,000)	(54,552)	-	(9,552)	121.2%
Miscellaneous	(195,000)	(195,000)	(10,221)	-	184,779	5.2%
Other Finance Sources	-	-	-	-	-	0.0%
Total Self-Insured Funds	\$ (13,852,017)	\$ (13,852,017)	\$ (4,252,916)	\$ -	\$ 9,599,101	30.7%
EXPENDITURES						
Workers Compensation Insurance	\$ 1,268,980	\$ 1,268,980	\$ 416,633	\$ -	\$ 852,347	32.8%
Liability Insurance	1,069,522	1,069,522	538,320	-	531,202	50.3%
Dental Insurance	444,500	444,500	133,945	-	310,555	30.1%
Hospitalization Insurance	11,069,015	11,069,015	2,989,061	1,253,721	6,826,233	38.3%
Total Self-Insured Funds	\$ 13,852,017	\$ 13,852,017	\$ 4,077,958	\$ 1,253,721	\$ 8,520,338	38.5%

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Cabarrus County, North Carolina
General Fund
Statement of Revenues and Expenditures - Budget and Actual
As of October 31, 2019*

*this report was pulled prior to month end close

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	or Used
Fire Districts Fund						
REVENUES						
Ad Valorem Taxes	\$ (5,121,439)	\$ (5,121,439)	\$ (798,024)	\$ -	\$ 4,323,415	15.6%
Total Fire Districts Fund	\$ (5,121,439)	\$ (5,121,439)	\$ (798,024)	\$ -	\$ 4,323,415	15.6%
EXPENDITURES						
Fire Districts	\$ 5,121,439	\$ 5,121,439	\$ 798,026	\$ -	\$ 4,323,413	15.6%
Total Fire Districts Fund	\$ 5,121,439	\$ 5,121,439	\$ 798,026	\$ -	\$ 4,323,413	15.6%
TOTAL REVENUES	\$ (22,869,084)	\$ (22,923,731)	\$ (7,049,864)	\$ -	\$ 15,873,868	30.8%
TOTAL EXPENDITURES	\$ 22,869,084	\$ 22,923,731	\$ 6,137,586	\$ 1,992,615	\$ 14,793,530	35.5%
Excess (deficiency) of revenues over (under) expenditures	\$ -	\$ -	\$ 912,278	\$ (1,992,615)	\$ (1,080,338)	

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CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 18, 2019
6:30 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation, Economic Development and Personnel Matters

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation, economic development and personnel matters as authorized by NCGS 143-318.11(a)(3), (4) and (6).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation, economic development and personnel matters as authorized by NCGS 143-318.11(a)(3), (4) and (6).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
