

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

-
- 1. CALL TO ORDER - CHAIRMAN**
 - 2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**
 - 2.1. BOC - Changes to the Agenda Pg. 2
 - 3. DISCUSSION ITEMS - NO ACTION**
 - 3.1. Active Living and Parks - Frank Liske Park Barn Update Pg. 4
 - 3.2. Infrastructure and Asset Management - Frank Liske Park Lease Renewal Pg. 9
 - 3.3. Innovation and Technology - Innovation Report Pg. 50
 - 4. DISCUSSION ITEMS FOR ACTION**
 - 4.1. Finance - Cabarrus County School Agency and Lease Agreement for a New Middle School Pg. 52
 - 4.2. Finance - Contingency Fund Request for Courthouse Project - \$800,000 Pg. 69
 - 4.3. Human Resources - Emergency Leave Pay Pg. 75
 - 4.4. Planning and Development - 2020-2021 HOME Program - Public Hearing 6:30 p.m. Pg. 76
 - 4.5. Planning and Development - Proposed Amendment to Harrisburg Land Use Plan (HALUP) Residential Classifications - Public Hearing 6:30 p.m. Pg. 89
 - 4.6. Sheriff's Office - Implementing Body Worn Cameras (BWC) Pg. 102
 - 4.7. Sheriff's Office - Request to Appropriate Inmate Housing Revenues of \$142,000 to Purchased Services Pg. 104
 - 5. APPROVAL OF REGULAR MEETING AGENDA**
 - 5.1. BOC - Approval of Regular Meeting Agenda Pg. 107
 - 6. ADJOURN**

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
APRIL 6, 2020**

REMOVED:

**Discussion Items for Discussion
Active Living and Parks – North Carolina Trails Grant**

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Active Living and Parks - Frank Liske Park Barn Update

BRIEF SUMMARY:

Staff to provide update on the burning of Frank Liske Park Barn.

REQUESTED ACTION:

Receive Information

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Londa Strong, Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Picture

- ▣ Picture
- ▣ Picture







CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Frank Liske Park Lease Renewal

BRIEF SUMMARY:

In April of 2016 Cabarrus County initiated discussion with the North Carolina Real Property Management division to extend both leases that exist for the parcels that Frank Liske Park sits on. Currently there are two (2) leases, one (1) for the main section of the park and one (1) for the soccer complex. The proposed lease extension does combine the two (2) leases into one. Staff would like to discuss the lease and several of the provisions in the lease and obtain direction from the Board of Commissioners on how to proceed with this process. The State will require a resolution from the Board of Commissioners prior to proposed lease extension through the State's approval process.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

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

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Proposed FLP Lease Extension
- ▣ Proposed FLP Lease Extension Exhibits

Draft 5/31/2018, 8/23/2019, 1/31/2020, 2/19/2020

Blue = wording from previous leases between State and Cabarrus County

Red- new wording for this lease

Green – suggested wording in response to questions from Cabarrus County

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CABARRUS

THIS LEASE AGREEMENT (hereinafter the “Lease”), made and entered into as of the last date set forth in the notary acknowledgments below by and between the STATE OF NORTH CAROLINA, a body politic and corporate (hereinafter referred to as “Lessor”), and the COUNTY OF CABARRUS, (hereinafter referred to as “Lessee”). Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WITNESSETH:

THAT, WHEREAS, this disposition was approved by the North Carolina Department of Public Safety (NCDPS) and University of North Carolina Center for Public Television (UNC-TV) for the purposes herein specified; and

WHEREAS, the execution of this Lease for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 9th day of January, 2018; and

WHEREAS, the Parties have mutually agreed to the terms of this Lease as hereinafter set out; and

WHEREAS, a portion of the subject property is adjacent to a one thousand five hundred (1,500) foot guyed tower owned by the University of North Carolina Center for Public Television and that close proximity of the tower to the proposed public recreational area is inherently dangerous to park employees, agents, patrons or invitees during maintenance on the tower, or during adverse weather conditions such as high winds, thunderstorms and freezing/thawing conditions, and a guyed wire anchor and related equipment is located within the Leased Premises as shown on Exhibit D, and

NOW, THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, the Premises, with all rights, privileges and appurtenances thereunto belonging.

1. Premises. The “Premises” is defined as that certain parcel or tract of land lying and being in the City of Concord, Cabarrus County, North Carolina, situated on the north side of Stough

Road, containing ±232.037 acres, more or less, being a combination of two tracts containing ±191 acres and ±39.6 acres, known as “Frank Liske Park,” and being more particularly described in **Exhibits A, B and C** attached hereto and incorporated herein by reference.

2. Term. The term of this Lease is for a period of **twenty-nine (29)** years, commencing on the **23rd day of February 2025**, and ending on the **22nd day of February 2054**, unless earlier terminated as provided herein (the “Term”).

This will apply to the combined acreage in this lease renewal.

“In the event the Demised Premises or a portion thereof is needed for development by the State or an industry which will purchase same from the State, this Lease or that portion of the Demised Premises affected by the development will terminate. The Lessor will give one hundred eighty (180) days written notice of such need prior to termination.”

3. Rent. Lessee shall pay to Lessor as rental for the Premises the sum of ONE DOLLAR (\$1.00) for the Term.

4. Condition of Premises. Lessor agrees to deliver the Premises to Lessee in its present condition. Except as otherwise expressly provided herein, Lessee acknowledges that the Premises is being delivered “as is”, that Lessee has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Lessor or any agent of Lessor. Lessee’s entry into possession shall constitute conclusive evidence that as of the date thereof the Premises were in good order and satisfactory condition.

5. Permitted Use of Premises. The Premises shall be used by Lessee for a **recreation park including, but not limited to, playing fields, mini-golf, swimming, boating, walking trails, playgrounds, park offices, parking areas, bathroom buildings, lighting and other related park amenities** (collectively, the “Improvements”) for the benefit of the public and for no other purpose without the written permission of Lessor. If Lessee ceases to use the Premises for such purposes or makes other uses of the Premises without the express written consent of Lessor, Lessor may terminate this Lease and reenter and take possession of the Premises. **What are the county’s future plans?**

6. Construction of Improvements and Other Alterations. Before construction of the Improvements or any other alterations are commenced on the Premises, and before any building materials have been delivered to the Premises by Lessee or under Lessee’s authority, Lessee shall submit plans (“Plans”) for the intended work to Lessor for written approval by the **Department of Public Safety, the University of North Carolina Public Television** and the State Construction Office, a division of the North Carolina Department of Administration, and to such other agency or agencies designated by Lessor. Lessee shall commence construction of the Improvements within five (5) years of the date **the respective Improvement(s) receive all approvals from the entities mentioned above**. Construction of the Improvements shall be deemed to have commenced when Lessee begins site grading or site preparation. Construction shall be prosecuted diligently in accordance with the plans approved by Lessor as provided herein and shall be completed without

unreasonable delay. If Lessee fails to satisfy the time limits set forth above, Lessor may, in its absolute discretion, terminate this Lease after providing Lessee with written notice. The Improvements and any other alterations to the Premises shall be constructed at Lessee's sole cost and expense in good workmanlike manner and in compliance with all applicable laws and regulations of all relevant governmental bodies and pursuant to the conditions of the governmental approvals. The Improvements shall be constructed within the bounds of the Premises. Except as may be permitted as part of the Plans for the Improvements, Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the Premises nor in any manner substantially change the contour or condition of the Premises, except as may be authorized in writing by **NCDPS and UNC-TV**.

Lessee's improvements shall not interfere with the operation of UNC-TV's tower and its transmissions or the infrastructure located on or adjacent to the Leased Premises. Lessee shall obtain UNC-TV's written approval of any improvements adjacent to the anchor, guyed wire, fencing, or hazardous areas (see **Exhibit D**).

7. Utilities. Lessee shall be responsible for all costs and expenses associated with the provision of utilities to the Premises.

8. Maintenance and Repair. During the Term, Lessee, at its sole cost and expense, shall keep and maintain in thorough repair and in good and safe condition the Premises and the Improvements situated thereon, **adhering to all storm water rules and regulations**.

9. **UNC-TV Tower and Anchored Guyed Wire - Maintenance, Repair and Operation**

a. It is understood that the Lessee shall close the Demised Premises to the general public while any maintenance or other work is being performed on the nearby tower owned by the University of North Carolina Center for Public Television, or during freezing/thawing weather, wind gusts above thirty (30) miles per hour, thunder and lightning storms or other unsafe conditions.

b. Lessee shall comply with the Memorandum of Understanding regarding hazardous areas and restricted use around the tower's guyed wire and anchor on the Leased Premises as shown in **Exhibit D** attached and incorporated hereinto.

c. The perimeter of the Leased Premises shall at no time be located within five hundred (500) feet of the base of the Tower as shown on boundary survey in **Exhibit B**.

d. The Lessee, its employees, construction workers and the visiting public shall not access or exit the Leased Premises through the gate at Lessor's property line and along the private road on the Lessor's adjacent property near the TV tower.

e. In addition to the notices provided for in paragraph 39 of this lease, the parties agree that they shall establish a mutually acceptable process to coordinate notifications of for restriction

of access to areas of the park during tower work, lead time for coordinating site access restrictions and sharing long range schedules for both planned tower work and planned park activities. The establishment of this process shall include the identification of appropriate contacts for each of the parties to this lease.

10. Prohibited Uses. Lessee shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance. Lessee shall not knowingly allow the Premises to be used for any unlawful purpose, for any purpose that promotes acts of moral turpitude, in any manner that would bring Lessor into disrepute or in a manner that is in violation of public policy. Lessee shall comply with the Memorandum of Understanding (Exhibit D) in the hazardous areas adjacent to the tower.

11. Compliance. Lessee agrees to comply, at Lessee's sole cost and expense, with all governmental laws, rules, ordinances and regulations applicable to the Premises or Lessee's use and occupancy thereof.

12. Lessor's Right to Inspect. Lessor may enter upon and inspect the Premises for purposes of insuring Lessee's compliance with this Lease and for the additional purpose of fulfilling its obligations. Such entry by Lessor shall not constitute an eviction of Lessee or a deprivation of any right of Lessee and shall not alter the obligation of Lessee hereunder or create any right in Lessee adverse to Lessor.

13. Stonewall Jackson students shall be permitted access to the park through the main entrance during times the park is normally accessible to the public and at other times securing permission in advance. Reservations for the use of soccer or ball fields or other amenities shall be made in advance at no charge to Stonewall Jackson students and will not conflict with previously scheduled activities.

14. Liens. Lessee shall not encumber the Premises with any mortgages or permit any mechanic's, materialman's, contractor's, subcontractor's or other similar lien arising from any work of improvement performed by or on behalf of Lessee, however it may arise, to stand against the Premises. In the event the Premises are encumbered by any such lien, Lessee may in good faith contest the claim underlying such lien, so long as Lessee immediately bonds or otherwise discharges the lien.

15. Insurance and Liability.

15.1 Lessee Insurance. Lessee shall obtain adequate insurance coverage in accordance with all applicable laws, if so required, for (i) general liability, (ii) workers' compensation, (iii) automobile liability and (iv) fire and extended coverage with regard to the Lessee's operations on or about Premises and the improvements located thereon. Lessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, authorized to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including, employers' liability; (ii) comprehensive general liability including, personal injury, broad form property damage,

independent contractor, XCU (explosion, collapse, underground) and products/completed operations; (iii) automobile liability; and (iv) fire and extended coverage insurance. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent Lessor in any and all litigation.

15.2 Insurance Requirements. All policies shall be issued by insurance companies acceptable to Lessor. All such policies maintained by Lessee shall be purchased only from insurers who are authorized to do business in the State of North Carolina, who comply with the requirements thereof, and who carry an A.M. Best Company rating of "A" or "A+." All insurance policies shall contain an endorsement, if obtainable, specifically naming Lessor as an additional insured, and shall be primary to any other insurance that may be available to Lessor. All insurance policies shall contain an endorsement stating that the insurer will not cancel or reduce coverage without first giving Lessor thirty (30) days prior written notice. Lessee will provide Lessor with current certificates of such insurance, including a copy of all additional insured endorsements, within thirty (30) days after execution of this Lease, and will provide true and complete copies of such insurance policies upon Lessor's request.

15.3 Lessee's Liability. As between Lessee and Lessor, Lessee, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agents or employees. As to third parties, Lessee, solely to the extent indemnified by an insurance policy such that any amounts paid by Lessee to Lessor comes from insurance proceeds and not from Lessee's funds, agrees to save Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises, which may arise or be claimed to have arisen as a result of the possession, occupation, use or operation of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents or employees.

16. Casualty. In the event the Premises or the Improvements, or a substantial part thereof, shall be damaged by fire or other casualty, Lessee may, at its option, terminate this Lease or cause the Premises and Improvements to be repaired or renovated. If Lessee determines to make the necessary repairs or renovations, any proceeds from fire or casualty insurance shall belong to Lessee. In such event, Lessee, at its sole cost and expense, shall cause the repairs and renovations to be made in a good and workmanlike manner, without unreasonably delay, and in compliance with all applicable governmental laws and regulations. If Lessee determines not to make the necessary repairs or renovations, then this Lease shall terminate and Lessee, at Lessor's option, shall cause the Premises to be restored to a condition reasonably approximating that existing at the commencement of this Lease; and any proceeds from fire or other casualty insurance necessary to restore the Premises shall be paid first to Lessor and the remainder, if any, shall be paid to Lessee for any personal property lost to the fire or other casualty. Lessee's determination concerning repair as stated in this Paragraph shall be given to Lessor in writing within ninety (90) days of the fire or casualty causing the damage.

17. Hazardous Materials.

17.1 Definitions. For purposes of this Lease: (i) “Hazardous Material” or “Hazardous Materials” means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“CERCLA”), or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, (d) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) “Release” shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) “Environmental Law” or “Environmental Laws” shall mean “Super Fund” or “Super Lien” law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 (“SARA”); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”); The Clean Air Act (“CAA”); the Clean Water Act (“CWA”); the Toxic Substance Control Act (“TSCA”); the Solid Waste Disposal Act (“SWDA”), as amended by the Resource Conservation and Recovery Act (“RCRA”); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 (“OSHA”). All obligations and liabilities arising under this Paragraph which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

17.2 Lessor Not Liable for Hazardous Materials. Lessor shall not be responsible for any damage, loss or expense resulting from the existence on the Premises of any Hazardous Material generated, stored, disposed of or transported to or over the Premises. Lessor makes no representations regarding any environmental hazard on the Premises. The Premises are leased on an ‘as-is’/where-is basis.

17.3 Lessee’s Obligations. Lessee shall give Lessor immediate written notice of any problem, Release, threatened Release or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such problem, Release, threatened Release or discovery was caused by Lessee, its employees, agents, contractors, invitees or licensees, this notice shall include a description of measures taken or proposed to be taken by Lessee to contain and/or remediate the Release of Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes, without limitation, soil, surface water or groundwater) on, under or about the Premises. Upon Lessor’s approval and at Lessee’s own expense, Lessee shall promptly take all steps necessary to clean up or remediate any Release of Hazardous Materials, comply with all Environmental Laws and otherwise report and/or coordinate with Lessor and all appropriate governmental agencies.

17.4 Liability. Lessee agrees to save Lessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys’

and experts' fees) and claims of any and every kind of whatsoever paid, incurred, suffered by, or asserted against Lessor with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Premises, to the extent that such violation is caused by the activities of Lessee.

18. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee (an "Event of Default"):

18.1 Vacation / Abandonment. Lessee ceases to occupy, abandons or vacates the Leased Premises for the purposes of this Lease before the expiration of the Term.

18.2 Transfer. The assignment, subletting or other transfer or any attempted assignment, subletting or other transfer, of this Lease in violation of Paragraph 23 herein.

18.3 Hazardous Materials Violation. Any violation of Paragraph 16 by Lessee or any subtenant of Lessee; provided, however, that such violation shall not constitute an Event of Default if within ten (10) days of notice of such violation, Lessee shall both deliver to Lessor such cash security as Lessor may require, in its sole and absolute discretion, in order to fully protect Lessor and the Leased Premises from and against all claims, losses and costs actually or potentially caused, as determined by Lessor, and commence to cure such violation and if thereafter Lessee thereafter pursues such cure to completion in a manner satisfactory to Lessor.

18.4 Failure to Perform. If Lessee fails to perform any of Lessee's obligations under this Lease, including its maintenance obligations under Paragraph 9, for a period of thirty (30) days after written notice from Lessor (or immediately if the failure involves a hazardous condition); provided that if more time is required to complete such performance, Lessee shall not be in default if Lessee commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Lessor shall not be required to give such notice if Lessee's failure to perform constitutes a non-curable breach of this Lease.

18.5 Other Defaults. If Lessee shall fail to comply with any provision contained herein or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent or unable to pay its debts, or shall make a general assignment for the benefit of its creditors.

19. Remedies. On the occurrence of any Event of Default in Paragraph 17 by Lessee, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have:

19.1 Termination. Terminate Lessee's right to possession of the Premises at any time by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default; or

19.2 Enforce Lease. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee has abandoned the Premises. Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease.

20. Ownership of Improvements; Surrender of Premises. During the Term, ownership of the Improvements shall be in Lessee. At the expiration of the Term or the earlier termination of this Lease, Lessee shall promptly quit and surrender the Premises and ownership of the Improvements shall, at the option of Lessor, pass to Lessor as part of the leasehold estate, Lessee retaining ownership of any of its personal property located on the Premises. In the event Lessor declines to take ownership of the Improvements, then Lessee shall remove the Improvements at its sole cost and expense within thirty (30) days of the termination of this Lease and restore the Premises to a condition reasonably approximating that existing prior to the letting of this Lease. Any Improvements or personal property not removed by Lessee and remaining on the Premises thirty (30) days after the termination of this Lease shall, at Lessor's option, become the property of Lessor or Lessor may have the property removed or stored, at Lessee's expense.

21. Lessor Covenants. Upon keeping and performing the covenants and agreements herein contained, Lessee shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the Premises.

22. Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term and without the execution of a new lease, Lessee shall occupy the Premises as a tenancy at sufferance subject to all of the conditions of this Lease insofar as consistent with such a tenancy. However, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

23. Assignment and Subletting. Lessee shall not assign this Lease nor sublet all or part of the Premises without the prior written consent of Lessor. **How handle usage agreements for ball fields, picnic areas, etc. without the Lessor being liable?**

24. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

25. Prohibition on Gifts. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Lessor of any gift from anyone with a contract with Lessor, or from any person seeking to do business with Lessor. By execution of this Lease, Lessee attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

26. Nondiscrimination. It is agreed by both Parties that there shall be no unlawful discrimination in execution, performance or enforcement of this Lease on the basis of race, religion, sex, national origin, age, disability or veteran status.

27. Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

28. Entire Agreement. This instrument contains the entire agreement between the Parties, and no statement, premise, inducement, representation or prior agreement which is not contained in this written Lease shall be valid or binding.

29. Amendment. No amendment, modification, alteration or revision of this Lease shall be valid and binding unless made in writing and signed by Lessee and Lessor.

30. Construction of Language. The terms “lease,” “lease agreement” or “agreement” shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof.

31. Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

32. Effect of Waiver or Forbearance. No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all covenants and conditions of this Lease, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or any law or equity despite such forbearance or indulgence.

33. Survival. All obligations accruing prior to expiration of the term of this Lease shall survive the expiration or other termination of this Lease.

34. Lessor’s Remedies Cumulative. The rights and remedies of Lessor specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

35. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

36. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party’s having or being deemed to have prepared or imposed such provision.

37. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same

instrument.

38. Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

39. Notices. All notices herein provided to be given, or to which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Lessor: 1) NC Department of Public Safety
Attn: Real Property Manager
4201 Mail Service Center
Raleigh, NC 27699-4201

2) UNC Center for Public Television
Attn: Legal Counsel
PO Box 14900
Research Triangle Park, NC 27709-4900

With copy to: State Property Office
Attn: Leasing and Space Planning Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

To Lessee: Cabarrus County
Attn: County Manager's Office
65 Church St. South
Concord, NC 28025

The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following pages]

IN WITNESS WHEREOF, this Lease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgments below.

LESSEE:

CABARRUS COUNTY

By: _____

Print Name: _____

Chairman, Cabarrus County Board of Commissioners

ATTEST:

_____ (Seal)

Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the Cabarrus County Board of Commissioners and that by authority duly given and as an act of the County of Cabarrus, the foregoing instrument was signed by _____, its _____ (title), attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2018.

My Commission Expires: _____

Notary Public
Print Name: _____

LESSOR:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

Secretary of State

APPROVED AS TO FORM:
JOSH STEIN, Attorney General

By: _____
Special Deputy Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County of _____ and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by ROY COOPER, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2018.

My Commission Expires: _____

Notary Public
Print Name: _____

To be inserted at end of Lease

EXHIBIT A

Legal Description for Boundary Survey

EXHIBIT B

Boundary Survey of Consolidated Acreage

EXHIBIT C

Copies of 2 Leases and 1 Amendment for the
±191 and ±39.6 Acre Tracts
being consolidated

EXHIBIT D

Memorandum of Understanding
Hazard Areas near UNC-TV Tower and Anchor

Legal Description - Frank Liske Park

Beginning at a bent ½" rebar, said rebar being located on the northern right-of-way of Stough Road (60' Public R/W), said rebar also being a common corner with now or formerly Clarence G. Sink & Wf. Barbara Ann (Deed Bk. 6414, Pg. 20), thence N 27°49'50" E passing a 5/8" rebar on line at 0.36 feet, for a total of 2162.04 feet to a ½" rebar; thence N 27°52'40" E 245.26 feet to a concrete monument, said monument being a common corner with now or formerly Lot A, Carl D. Blackwelder, Jr. Subdivision (Map Bk. 25, Pg. 43); thence with the rear property lines of Lots 1-20 of Park View, Phase II (Map Bk. 24, Pg. 46) and Lots 41-43, Park View No. 1 (Map Bk. 19, Pg. 79), S 77°46'48" E 2307.22 feet to a concrete monument, said monument being a common corner with now or formerly Lot 38, Picture Park, Sect. 2 (Map Bk. 14, Pg. 31) and Lot 43 Park View No. 1 (Map Bk. 19, Pg. 79); thence with the rear lot lines of Lots 32-38, Picture Park, Sect. 2 (Map Bk. 14, Pg. 31, S 14°33'26" E 998.92 feet to a ½" rebar, said rebar being a common corner with now or formerly Lot 32, Picture Park, Sect. 2 (Map Bk. 14, Pg. 31) and now or formerly the State of North Carolina (Stonewall Jackson Training School) (Deed Bk. 68, Pg. 575); thence with the property of now or formerly the State of North Carolina (Stonewall Jackson Training School) (Deed Bk. 68, Pg. 575) the following sixteen (16) calls: (1) S 44°43'02" E 368.36 feet to a ½" rebar; (2) N 74°26'51" E 423.67 feet to a set ½" rebar; (3) N 15°33'09" W 146.66 feet to a set ½" rebar; (4) N 74°26'51" E 184.19 feet to a set ½" rebar; (5) S 15°33'09" E 146.66 feet to a set ½" rebar; (6) N 74°26'51" E 609.58 feet to a ½" rebar; (7) S 00°17'48" E 1010.51 feet to a set ½" rebar; (8) S 54°23'16" W 183.48 feet to a bent ½" rebar; (9) S 35°27'33" W 248.79 feet to a ½" rebar; (10) S 00°53'20" W, passing a ½" rebar on line at 191.57 feet for a total of 271.10 feet to a set ½" rebar; (11) S 36°45'26" E 321.60 feet to a ½" rebar; (12) S 00°51'58" W 370.42 feet to a ½" rebar; (13) N 88°51'39" W 302.40 feet to a ½" rebar; (14) with a curve to the left having a radius of 766.78 an arc of 106.57 and bearing and chord distance of N 59°02'52" W 106.48 feet to a set ½" rebar; (15) N 63°05'43" W 332.95 feet to a set ½" rebar; (16) S 11°25'55" E 126.38 feet to a drill hole in the center of a flat stone, said drill hole being a common corner with now or formerly Weyerhaeuser NR Company (Deed Bk. 8540, Pg. 44) and now or formerly KADS Schrader Family, LLC (Deed Bk. 8460, Pg. 79); thence with the property of now or formerly KADS Schrader Family, LLC (Deed Bk. 8460, Pg. 79), N 63°04'55" W 573.37 feet to a ½" pipe, said pipe being a common corner with now or formerly Morrison Brothers Properties (Deed Bk. 5772, Pg. 176); thence with the property of now or formerly Morrison Brothers Properties (Deed Bk. 5772, Pg. 176) and now or formerly Pierce Hardy Limited Partnership (Deed Bk. 9346, Pg. 326), and now or formerly Eric M. Herbert (Deed Bk. 11997, Pg. 166), N 63°02'46" W, passing a 5/8" rebar on line at 1089.30 feet, for a total of 1204.21 feet to a 30" triple elm; thence with the property of

now or formerly Eric M. Herbert (Deed Bk. 11997, Pg. 166), N 85°42'36" W, passing a 5/8" rebar on line at 3.12 feet for a total of 494.97 feet to a concrete monument, said monument being a common corner with now or formerly Lot 86, Pebblebrook Acres, Section 2 (Map Bk. 17, Pg. 31); thence with the rear lot lines of Lot 81-86, Pebblebrook Acres, Section 2 (Map Bk. 17, Pg. 31), N 80°53'38" W 934.59 feet to a 1/2" rebar; thence with the western property line of Lot 81, Pebblebrook Acres, Section 2 (Map Bk. 17, Pg. 31), S 23°03'12" W 137.37 feet to a 1/2" rebar, said rebar being located on the northern right-of-way of Stough Road (60' Public R/W); thence with the northern right-of-way of Stough Road (60' Public R/W), N 66°50'00" W 1344.78 feet to the POINT AND PLACE OF BEGINNING and containing 232.037 AC.

"This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations."

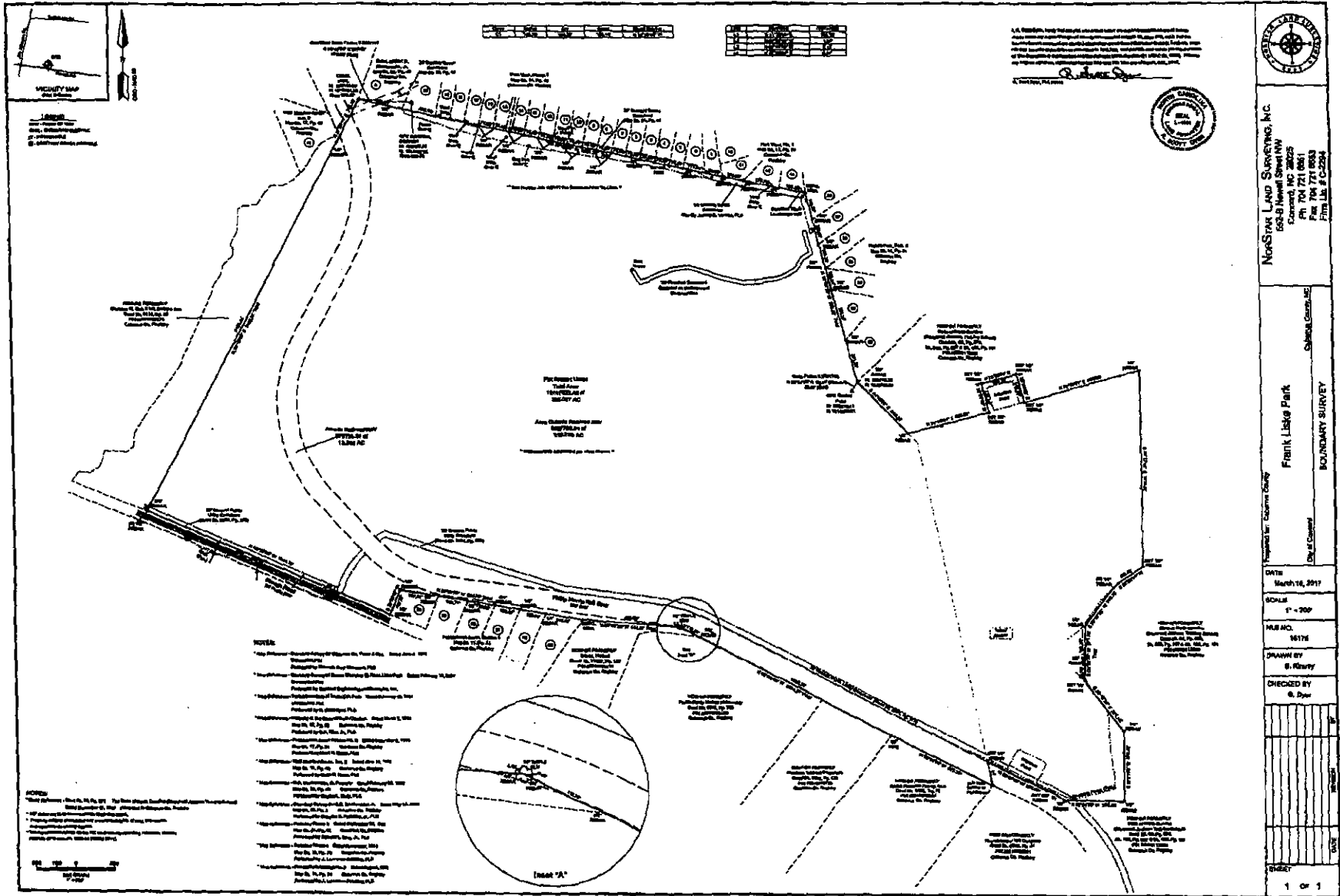


EXHIBIT B

EXHIBIT C
SP0 13-SP18

01250

~~EXISTING~~ 191.89
LEASE AC

BOOK 512 PAGE 25

FILED
SEP 24 12 17 PM '79

STATE OF NORTH CAROLINA

JAMES BOND
REGISTER OF DEEDS
CABARRUS CO. N.C.
By *[Signature]*
LEASE AGREEMENT

COUNTY OF CABARRUS

THIS LEASE AGREEMENT, made and entered into this the 19th day of September, 1979, by and between the STATE OF NORTH CAROLINA, hereinafter referred to as Lessor, party of the first part, and the COUNTY OF CABARRUS, hereinafter referred to as Lessee, party of the second part;

W I T N E S S E T H:

THAT, WHEREAS, the North Carolina Department of Human Resources, Division of Youth Services and North Carolina Department of Agriculture, State Farm Operations Commission, have authorized and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, the execution of this agreement for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 1st day of May, 1979; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the promises and covenants contained in the terms and conditions hereinafter set out, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises, with all rights, privileges and appurtenances thereunto belonging, lying and being in No. 11 Township, Cabarrus County, North Carolina, on the North side of Stough Road, adjoining the property of Clarence G. Sink, Carl D. Blackwelder, Jr., and Picture Park Subdivision, The Robertson Service, Inc., and others, and more particularly described as follows:

Prepared by: Office of Attorney General
Filed: County Manager

BEGINNING at an old concrete monument, a corner of Carl D. Blackwelder, Jr., and Picture Park Subdivision; and runs thence with the line of the Picture Park Subdivision, S. 14 30-57 E. 999.32 ft. to a fence post, a corner of Picture Park Subdivision; thence two new lines as follows: 1st, S. 45-06-35 E. 433.92 ft. to a fence post; 2nd, S. 11-33-14 E. 1799.34 ft. to an old stone, an old corner; thence with the line of The Robertson Service Co., Inc., and Troy R. and Ruth Cook, N. 63-10-35 W. 1785.04 ft. to a triple Elm, corner of Cook; thence continuing with the line of Cook, N. 85-49-27 W. 494.25 ft. to an old concrete monument; thence five (5) old lines as follows: 1st, N. 80-54-45 W. 189.88 ft. to an existing iron pin; 2nd, N. 80-53-44 W. 129.1 ft. to an existing iron pin; 3rd, N. 80-53-37 W. 418.08 ft. to an existing iron pin; 4th, N. 80-55-11 W. 197.61 ft. to an existing iron pin; and 5th, S. 23-02-08 W. 137.34 ft. to an existing iron pin in the North edge of Stough Road; thence with the North edge of Stough Road, N. 66-50-46 W. 1344.83 ft. to an existing iron pin, an old corner in the line of Clarence G. Sink; thence with the line of Sink, N. 27-50-23 E. 2162.75 ft. to a set iron South of the Philip Morris rail spur right of way; thence continuing with the line of Sink, N. 27-41-35 E., crossing the Philip Morris rail spur right of way, 244.95 ft. to an old concrete monument, corner of Carl D. Blackwelder, Jr.; thence with the line of Blackwelder, S. 77-46-40 E. 2307.07 ft. to the BEGINNING, containing 191.89 acres, as surveyed and platted by Concord Engineering and Surveying, Inc., June 8, 1979, and subject to a 100-foot wide right of way for a rail spur heretofore conveyed to Philip Morris, Inc., said right of way being shown on the aforesaid survey.

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD said leased premises for a period of twenty-five (25) years, commencing on the 13th day of August, 1979, or as soon thereafter as possession of the leased premises is ceded to Lessee, and terminating on the 31st day of August, 2004.
2. The Lessee shall pay to Lessor as rental for said premises the sum of ONE DOLLAR per annum, which sum shall be paid on the anniversary of each successive period.
3. It is expressly understood and agreed between the parties hereto that the property described herein is to be used by Lessee for the construction and operation of a recreation park, and Lessee expressly covenants and agrees that should the said property not be developed within five years of the date of this instrument or should it cease to be used for such purposes, then this lease shall terminate and shall become null and void, and Lessor shall be entitled to immediate possession of the leased premises.
4. To separate the park area from the farm operations of the Lessor, Lessee shall construct and maintain a suitable fence around the premises leased.

5. Lessee shall be solely responsible for all costs and expenses associated with the development of the park; including, but not limited to, assessments, permits, inspections, utility taps, and acreage fees. In addition, any and all development of the park shall meet all environmental protection agency requirements.

6. Lessee agrees to save harmless the State of North Carolina and all of its agencies from any claims for damage to any person or group which occur on account of the use of the Demised Premises by its agents, servants, employees, licensees, and invitees, and in addition thereto agrees, at the commencement of this Lease, to obtain from a reputable insurance company acceptable to Lessor and carry liability or indemnity insurance providing for limits of not less than one hundred thousand (\$100,000.00) dollars per person in any one claim and an aggregate limit of not less than three hundred thousand (\$300,000.00) dollars for any number of persons or claims arising from any one instance with respect to bodily injury or death resulting therefrom, and an aggregate limit of not less than ten thousand (\$10,000.00) dollars for any number of claims arising from any one instance with respect to damage to property suffered or alleged to have been suffered by any person or persons resulting from operations of Lessee under the terms of this lease.

7. Lessor shall not be liable for any loss, damage, or injury, suffered by Lessee, its agents, or invitees to or because of the equipment or personal property of the Lessee contained on the premises.

8. Lessee shall not assign or sublet this lease for the whole or any portion of said premises, nor allow said premises or any portion thereof to be occupied by any other than Lessee without prior written consent of the Lessor

9. Stonewall Jackson students shall be permitted access to the park during the times when the park is normally accessible to the public and at other times upon securing permission in advance.

10. It is agreed that all buildings and improvements which are erected on the demised premises, or any part thereof, by the Lessee during the term of this lease shall remain the property of the Lessee. Lessee may reave any or all of its property, real and/or personal upon termination of

this lease. However, any property not removed within sixty (60) days after termination of this agreement shall become the property of the Lessor, at its option, or be removed by the Lessor at Lessee's expense.

11. Lessee hereby agrees to take good care of the leased premises and suffer no waste or injury thereto, and at the end of the lease term surrender the leased premises in as good condition as they were at the beginning of the term, reasonable wear and tear and damage by fire or the elements excepted.

12. In the event Lessee remains in possession of the premises after the expiration of the term hereof and without the execution of a new lease, Lessee shall occupy the premises as a tenant at sufferance subject to all the conditions of this lease insofar as consistent with such a tenancy.

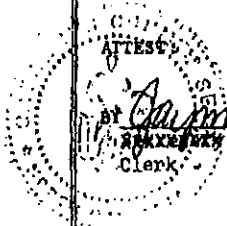
13. Lessee shall not encumber or subordinate the property or leasehold in any manner.

14. All notices herein provided to be given, or which may be given to either party by the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at Department of Agriculture, Raleigh, North Carolina, and to the Lessee at Parks and Recreation Department, P. O. Box 707, Concord, North Carolina, 28025. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

COUNTY OF CABARRUS

BY Trey Ray Cook
Chairman, Board of County Commissioners



ATTEST
BY Caroline A. Floyd
Clerk, Board of County Commissioners

STATE OF NORTH CAROLINA

BY James B. Hunt, Jr.
Governor

ATTEST
[Signature]
Secretary of State

APPROVED AS TO FORM:

RUFUS L. EDMISTEN
Attorney General

[Signature]
Assistant Attorney General

BOOK 512 PAGE 30
NORTH CAROLINA
CABARRUS COUNTY

I, VIRGINIA S. ASHLEY, a Notary Public
of Cabarrus County, North Carolina, do hereby certify that _____
JAYMEE S. FLOYD this day appeared before me and acknowledged
that ^{Clerk} ~~she is Secretary~~ of the Board of County Commissioners of Cabarrus
County and that pursuant to a resolution duly adopted by said Board, and as
the act of Cabarrus County, the foregoing instrument was signed in its name
by TROY RAY COOK, Chairman of the Board of
County Commissioners, sealed with its corporate seal and attested by him-
self as its ^{Clerk} ~~Secretary~~.

Witness my hand and Notarial Seal this 23rd day of August,
1979.



Virginia S. Ashley

Notary Public

My Commission Expires:
11-16-82

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, SHIRLEY S. BARBEE FOWLER, a Notary Public in and for the County and State aforesaid, do hereby certify that JAMES B. HUNT, JR., Governor of the State of North Carolina, and THAD BURE, Secretary of State of North Carolina, personally came before me this day and being by me duly sworn says each for himself that he knows the Great Seal of the State of North Carolina and that the seal affixed to the foregoing instrument is the Great Seal of the State; that JAMES B. HUNT, JR., Governor of said State, and THAD BURE, Secretary of State, subscribed their names thereto, all by virtue of a resolution of the Council of State; and that said instrument is the act and deed of the State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 19 day of Sept. 1979.

Shirley S. Barbée Fowler
Notary Public

My Commission Expires:

9.26.79



NORTH CAROLINA - Cabarrus County
The foregoing certificate(s) of *Virginia J. Ashby, a notary of Cabarrus Co.*
and *Shirley S. Barbée Fowler*, a Notary Public of *Wake Co.*

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book _____
Page _____ This 14th day of September, 1979 at 12:12 o'clock P.M.

James O. Bonds, Register of Deeds
Arda J. McArthur, Register of Deeds

1911AC
Amendment

11066

BOOK 887 PAGE 25

BOOK FILED PAGE

JUN 18 2 30 PM AMENDMENT TO LEASE

CHARLES S. ROSS
REGISTER OF DEEDS
CABARRUS CO., N.C.

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

THIS AMENDMENT TO LEASE, made and entered into this the 18th day of December, 1990, by and between the STATE OF NORTH CAROLINA CAROLINA, hereinafter referred to as Lessor, party of the first part, and the COUNTY OF CABARRUS, hereinafter referred to as Lessee, party of the second part;

W I T N E S S E T H:

THAT, WHEREAS, the parties entered into a Lease Agreement dated September 19, 1979, covering 191.89 acres of the Stonewall Jackson Training School lands, located in No. 11 Township, Cabarrus County, North Carolina; and

WHEREAS, the State, of North Carolina, Department of Human Resources, has requested and approved the execution of this lease amendment for the purposes set forth herein; and

WHEREAS, the execution of this instrument for and on behalf of the State of North Carolina was approved by the Council of State at a meeting held in the City of Raleigh, North Carolina, on the 2nd day of October, 1990; and

WHEREAS, the parties hereto have mutually agreed as herein set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained therein, the parties do hereby agree that the Lease and Lease Amendment between the same parties dated

Exhibit C (Continued)

SPs 13-5D18

File -
Cabarrus County

September 19, 1979, shall be and the same is hereby formally amended as follows:

1. That commencing with the execution of this instrument the Lessee is granted an option to renew the lease agreement for one (1) additional twenty-five (25) year term, said 25 year term shall expire on December 31, 2029.

2. All other terms and conditions of the Lease shall remain the same as is and in full force and effect.

IN TESTIMONY WHEREOF, this instrument has been duly executed by the parties hereto, as of the date first above written.

COUNTY OF CABARRUS

James W. Long

Chairman
Board of County Commissioners

ATTEST:

Frankie A. Small

Clerk
Board of County Commissioners

(SEAL)

STATE OF NORTH CAROLINA

James S. Martin

Governor

ATTEST:

Roger L. Edinger

Secretary of State

APPROVED AS TO FORM:

LACY H. THORNBURG
Attorney General

Rebecca B. Baulee
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

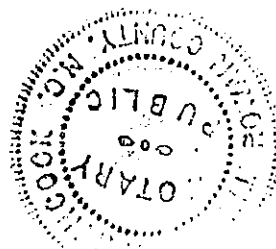
Rowan I, Tina H. Haithecock, a Notary Public
of ~~Cabarrus~~ County, North Carolina, do hereby certify that
Frankie F. Small this day appeared
before me and acknowledged that he is Clerk to the Board of
County Commissioners of Cabarrus County and that pursuant to a
resolution duly adopted by said Board, and as the act of Cabarrus
County, the foregoing instrument was signed in its name by
James W. Lentz, Chairman of the Board of
County Commissioners, sealed with its corporate seal and attested
by himself as its Secretary.

Witness my hand and Notarial Seal this the 6th day of
November, 1990.

Tina H. Haithecock
Notary Public

My Commission Expires:

2-12-95

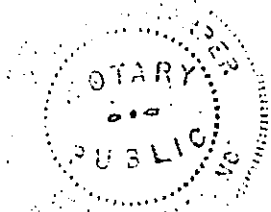


STATE OF NORTH CAROLINA

COUNTY OF GREENE

I, Danny N. Harper, a Notary Public in and for the County and State aforesaid, do hereby certify that RUFUS L. EDMISTEN, Secretary of State of North Carolina, personally came before me this day and acknowledged that he is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by JAMES G. MARTIN, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by himself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 18 day of December, 1990.



Danny N. Harper
Notary Public

My Commission Expires:
3-29-93

NORTH CAROLINA — Cabarrus County

The foregoing certificate(s) of Jina H. Hitchcock, Notary Public of Rowan County, and Danny N. Harper, Notary Public of Greene County, NC

is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 887 Page 25, This 18 day of June, 1992 at 2:30 o'clock P. M.

Charles E. Ross, Register of Deeds
By Atty & Leckler Deputy Register of Deeds

Exhibit C (continued)
SPO 13-5D21

"Existing
Lease" 39AC

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

LEASE AGREEMENT

This **LEASE AGREEMENT** is entered into on the 23rd day of February, 2000, by and between the **STATE OF NORTH CAROLINA**, hereinafter referred to as the "Lessor", and the **COUNTY OF CABARRUS**, a body politic and political subdivision of the State of North Carolina, hereinafter referred to as the "Lessee".

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of property commonly known as the Stonewall Jackson Training School property, and is willing to grant to Lessee a lease to portions of such property for public recreational purposes; and

WHEREAS, the subject property is adjacent to a one thousand five hundred (1,500) foot guyed-tower owned by the University of North Carolina Center for Public Television and that the close proximity of the tower to the proposed public recreational area is inherently dangerous to park employees, agents, patrons, or invitees during maintenance on the tower, or during adverse weather conditions such as high winds, thunderstorms, and freezing/thawing conditions; and

WHEREAS, the North Carolina Department of Health and Human Services and the Office of Juvenile Justice has authorized and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, the execution of this agreement for and on behalf of the State of North Carolina has been duly approved by the Governor

and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 7th day of June, 1999, and

WHEREAS, as part of the mutual undertakings between the Lessor and the Lessee, the parties have agreed to the following Terms and Conditions of the Lessee's lease of the Lessor's property.

NOW, THEREFORE, in consideration of one dollar, the aforesaid exchange of interests in real property, and the further mutual terms, covenants and conditions set forth herein, the Lessor and Lessee agree as follows:

I. LEASE OF PREMISES: DESCRIPTION

The Lessor hereby leases and demises unto the Lessee the premises consisting of approximately 39.60 acres situated adjacent to the Stonewall Jackson Training School and Frank Liske Park (the "Park"), as shown on that map titled "Proposed Soccer Complex" attached hereto and incorporated herein as Exhibit 1 (the "Demised Premises").

II. TERM

The Lease Term shall be for 25 years from the date of execution hereof. The Lessor shall deliver possession of the Demised Premises to the Lessee on the execution date of this Lease Agreement. Lessee accepts the Demised Premises in its existing (i.e., "as is") condition, and Lessee acknowledges that Lessor is not obligated to make any improvements to the Demised Premises.

In the event the Demised Premises or a portion thereof is needed for development by the State or an industry which will

purchase same from the State, this Lease or that portion of the Demised Premises affected by the development will terminate. The Lessor will give one hundred eighty (180) days written notice of such need prior to termination.

III. PURPOSE: USE OF PREMISES

The Lessee, during the lease term, shall use the Demised Premises as a recreational facility, consisting of play and practice areas for field sports and related activities and events. Lessee shall have overall responsibility for the management of activities on the Demised Premises, and shall not allow any uses of the Demised Premises in violation of law, ordinances, or which constitute a nuisance to the use and enjoyment of adjacent properties.

It is understood that Stonewall Jackson students shall be permitted use of the Demised Premises for athletic purposes. Additionally, it is understood that Lessee shall close the Demised Premises to the general public while maintenance is being performed above the five hundred (500) foot level on the nearby tower owned by the University of North Carolina Center for Public Television, or during freezing/thawing weather, wind gusts above thirty (30) miles per hour, thunder and lightning storms, or other unsafe conditions.

IV. IMPROVEMENTS TO PREMISES

Lessee is authorized to make certain improvements to the Demised Premises as necessary for development and construction of the recreational facility. These improvements may include

alterations in grading and other topographical modifications, turfing, irrigation, the installation of lights on the athletic fields, trails and any other additional improvements incidental to the use of the recreational facility with prior authorization from Lessor. To connect the Demised Premises with the Park, Lessee may remove or relocate the current fence located between the Park and the Demised Premises. Lessee shall relocate presently existing north/south and east/west farm roads to a location as shown on Exhibit 1.

V. LESSEE COVENANTS

The perimeter of the demised premises shall at no time be located within five hundred (500) feet of the base of the Tower. The Lessee shall construct and maintain a six (6) foot high chain link fence both around the outside perimeter of the Demised Premises and also surrounding the base of the Tower. It is understood by lessee that the use of remaining State lands outside the six (6) foot high constructed fence is prohibited. The Lessee shall maintain the Demised Premises and recreational facility in a clean, safe, and attractive condition at all times. Lessee shall bear all expenses of maintenance, repair, and upkeep of the Demised Premises and facility, and shall be responsible for the cost of all utility services to the Demised Premises during the term of the Lease. Lessee agrees to release, discharge, indemnify and hold harmless the Lessor from all liability, claims and actions arising out of the use of the facility and Demised Premises by the Lessee, its contractors, representatives,

employees, agents, patrons or invitees.

VI. LESSOR COVENANTS

During the lease term, Lessee shall peaceably and quietly hold and enjoy the Demised Premises without hindrance or interruption by Lessor, or anyone claiming by, through or under the Lessor, for the purposes herein enumerated, so long as Lessee observes all terms, covenants and conditions to be performed and observed.

As noted above, Lessor hereby consents to the relocation of those presently existing north/south and east/west farm roadways outside the Demised Premises as shown on Exhibit 1.

VII. MISCELLANEOUS

1. This lease may not be assigned or subleased except to the Cabarrus Soccer Association by Lessee without the express written approval of the Lessor.

2. Upon reasonable notice to the Lessee, the Lessor shall have the continuing right of entry upon the Demised Premises at reasonable times and in a reasonable manner for purposes of inspecting and monitoring the Demised Premises and other reasonable uses and purposes not inconsistent with the Lessee's use of the Demised Premises.

3. Upon the expiration or other termination of this Lease, the Lessee shall surrender the Demised Premises to Lessor in good condition; provided however, Lessee will have the option of negotiating an extension to the term and use of the lease. Upon such termination, the Lessee shall be entitled to remove only its

personal property and trade fixtures, provided such is accomplished in a manner not to adversely affect the condition of the Demised Premises.

4. During the Lease Term, notices and communications between the Lessor and Lessee shall be directed as follows:

Lessor - Office of Juvenile Justice
Stone Wall Jackson School
1484 Old Charlotte Road
Concord, NC 28027

Lessor - DHHS Property and Construction Office
101 Blair Drive
Raleigh, NC 27603

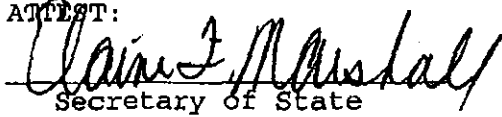
Lessee - Cabarrus County Manager
P. O. Box 707
Concord, NC 28026-0707

5. Lessor and Lessee shall, upon execution of this Lease Agreement, join in the execution of a Memorandum of Lease (to be prepared by the Cabarrus County Attorney's Office), in proper form for recordation in the Office of the Register of Deeds of Cabarrus County, the fees and expenses for which shall be borne by the Lessee.


WHEREUPON, the Lessor and Lessee have executed the foregoing in their official names by the signatures of their proper officials, with the official seals affixed, the date and year first above written.

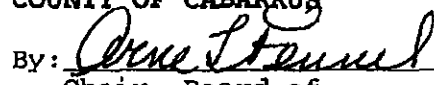
THE STATE OF NORTH CAROLINE

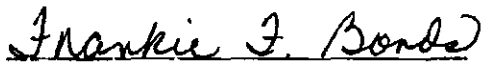
Governor

ATTEST:

Secretary of State

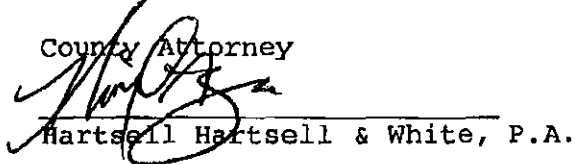
APPROVED AS TO FORM:

Michael F. Easley
Attorney General

Assistant Attorney General

COUNTY OF CABARRUS
By: 
Chair, Board of
County Commissioners

ATTEST:

Clerk, Board of Commissioners

APPROVED AS TO FORM:

County Attorney

Hartsell Hartzell & White, P.A.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, CHERYL L. MYERS, a Notary Public in and for the County of Lee and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by JAMES B. HUNT, JR., Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 22nd day of February, 2000.

Cheryl L. Myers
Notary Public

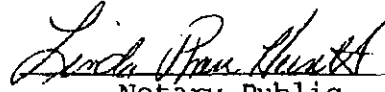
My Commission Expires:

5-9-2003

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

I, a Notary Public of the County and State aforesaid, certify that Frankie F. Bonds, Clerk to the Board of County Commissioners of Cabarrus County, personally appeared before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Cabarrus County and that by authority duly given and as the act of the County, the foregoing instrument was signed in its named by Arne L. Fennel, Chairman of the Board of County Commissioners for Cabarrus County, sealed with the County Seal, and attested by herself as Clerk to the Board of County Commissioners of Cabarrus County the execution of the foregoing instrument.

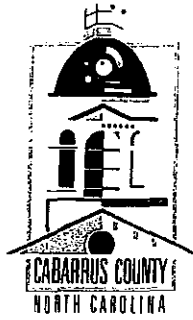
Witness my hand and official stamp or seal, this 10th day of February, 2000.



Notary Public

My commission expires: 10-21-2003

Exhibit D
SPO 13-5D21



May 1, 2001

RECEIVED

MAY 07 2001

State Property Office

Mr. John T. Barbour
North Carolina Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

Dear John:

Per our telephone conversation on Tuesday, May 1, 2001, I have enclosed the original Memorandum of Understanding between Cabarrus County and The UNC Center for Public Television pertaining to the proposed Cabarrus County Soccer Complex adjacent to the WUNG Transmission Tower Site. Cabarrus County Manager's office has retained the second original Memorandum of Understanding for their files.

Thank you for your quick assistance and coordination in helping resolve this potential problem. We're looking forward to seeing the soccer complex becomes a reality in Cabarrus County.

Sincerely,

Steve L. Little, Director

pc: John Day, Deputy Cabarrus County Manager
C.D. Lyons, Director, Concord Parks and Recreation Department
Bill Jermyn, Representative from Cabarrus Soccer Association

.....
Parks and Recreation Department

65 Church Street SE • P.O. Box 707 • Concord, NC 28026-0707 • (704) 788-9840

B.R. 5D27
13-5D27



RECEIVED

APR 18 2001

State Property Office

North Carolina Department of Administration

Michael F. Easley, Governor
Gwynn T. Swinson, Secretary

State Property Office
Joseph H. Henderson, Director

April 10, 2001

MEMORANDUM OF UNDERSTANDING

County of Cabarrus
Attention: County Manager

The UNC Center for Public Television
Attention: Pat Jackson

Subject : Cabarrus County Soccer Complex adjacent to the WUNG Transmission Tower Site in Concord, NC

Dear Sirs:

The Memorandum is intended to formalize our understanding regarding the parking and pedestrian only areas of the leased premises described in the attached site plan for the above referenced facility. Following our plan review and discussions it is agreed that the configuration of the soccer/recreational fields, parking and pedestrian only areas as illustrated in the attached Site Plans Exhibits A (overall Site Plan) and B (Hazardous Area Plan) are acceptable to both the County of Cabarrus and UNC Public Television. As specified in the lease contract and further reiterated that each party recognizes the inherent risks associated with the close proximity of the soccer/recreational facilities to the tower structures and we all agree that the responsibility to police the premises and to enforce the provisions of this lease regarding the restriction of the use of the facility during those hazardous periods as defined in the lease, shall be the sole responsibility of the Lessee, Cabarrus County.

In order to document this understanding and approval of these terms both parties it is requested that you indicate your approval and acknowledgement with the appropriate signatures below and return to me a fully executed copy for the State Property Office file.

Please contact me if any additional questions or problems arise regarding this matter.

Thank you for your assistance.

Sincerely,

John T. Barbour

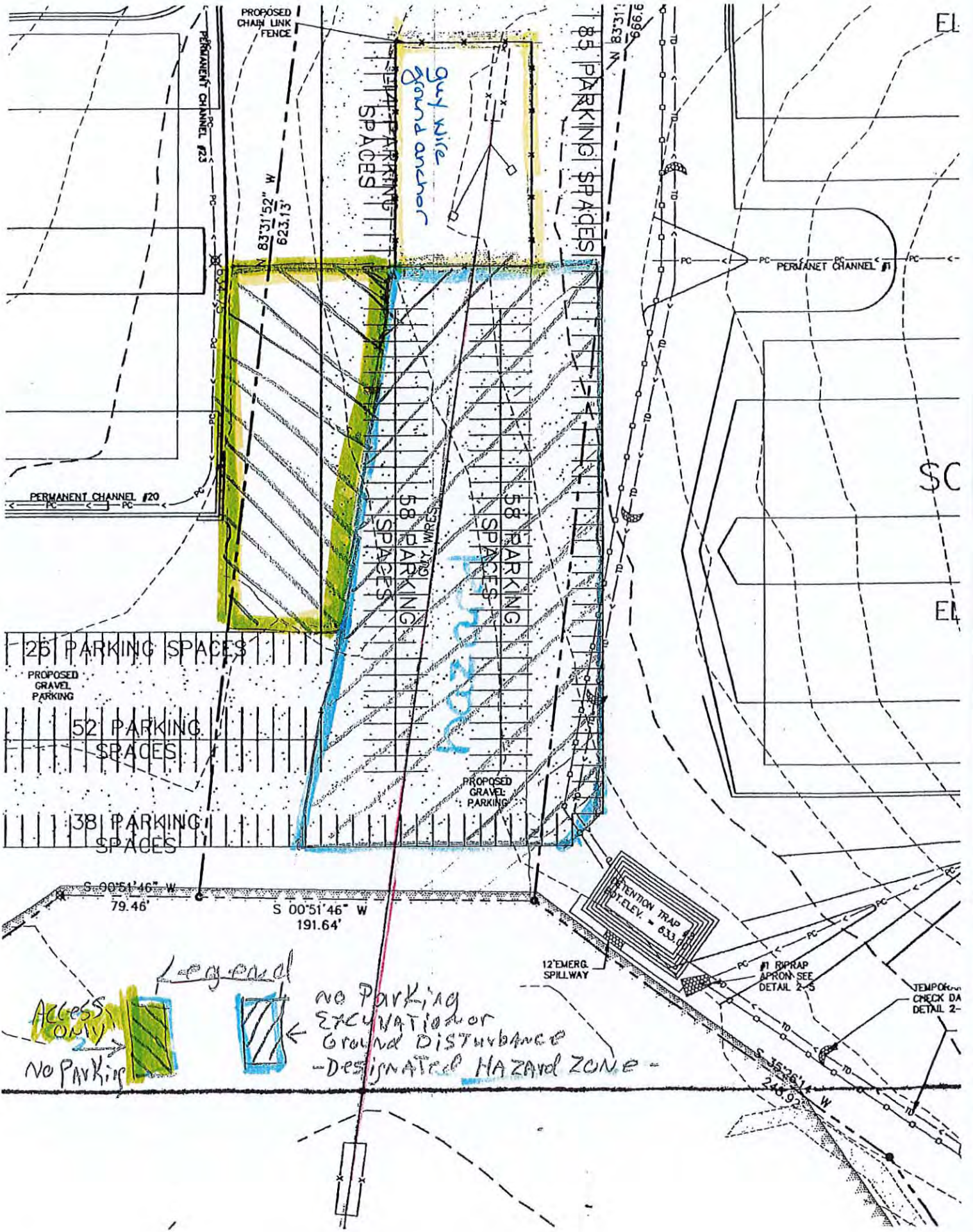
AGREED: 4/27/01
Cabarrus County Manager Date

AGREED: 4/17/01
The UNC Center for Public Television Date

Mailing Address:
1321 Mail Service Center
Raleigh, N.C. 27699-1321

Telephone (919) 733-4346
Fax (919) 733-1431
State Courier #52-71-78

Location:
116 West Jones Street
Raleigh, North Carolina



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Innovation and Technology - Innovation Report

BRIEF SUMMARY:

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

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

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Debbie Brannan, Area Manager of Innovation and Technology

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Cabarrus County School Agency and Lease Agreement for a New Middle School

BRIEF SUMMARY:

The attached Cabarrus County Schools (CCS) Agency Agreement and Lease Agreement, among other items, allows the County to appoint the Cabarrus Board of Education as its agent in connection with the construction and equipping of a new Middle School.

The Cabarrus Board of Education shall cause the new Middle School project to be completed in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and the Board of Education agree that all amounts received as refunds of State sales tax, with respect to expenditures made in connection with the project, will be deposited as funds available for the acquisition and construction of the project or used to pay debt service on the installment financing issued to fund this project.

REQUESTED ACTION:

Motion to approve the Cabarrus County School Agency Agreement and Lease Agreement for a new Middle School, subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Agency Agreement New Middle School
- ▣ Lease Agreement New Middle School

STATE OF NORTH CAROLINA

AGENCY AGREEMENT

COUNTY OF CABARRUS

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

RECITALS

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

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

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

PROVISIONS

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

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

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

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

Section II. Project Description.

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

Section III. Board's Right to Enforce Contracts.

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

Section IV. Construction Conferences.

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

Section V. Acceptance.

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

Section VI. Disclaimers of the County.

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

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

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

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

CABARRUS COUNTY BOARD OF EDUCATION

By: _____
Chair

ATTEST:

Secretary

(SEAL)

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

Finance Director

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair
Board of Commissioners

ATTEST:

Clerk to the Board

(SEAL)

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

Finance Director

EXHIBIT A

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, and being Lot No. 1 (consisting of 43.824 acres, or 1,908,990.50 square feet), as shown on the RECOMBINATION PLAT OF 45.958 ACRES-COCHRAN ROAD, said plat being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 82, Page 15, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

NORTH CAROLINA

CABARRUS COUNTY

**LEASE (NEW MIDDLE SCHOOL
COCHRAN ROAD)**

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

WITNESSETH:

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

Included in that plan are improvements to various schools, which improvements are being financed by placing a deed of trust on the property shown on Exhibit A (the "Site").

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

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

**ARTICLE I
DEFINITIONS; RULE OF CONSTRUCTION**

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

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

"Lease" means this Lease, as it may be duly amended.

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

"Lease Year" initially means from February 27, 2020 through February, 2040, and thereafter means the 12-month period of each year commencing on January 1 and ending the next December 31.

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

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

**ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES**

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

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

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

**ARTICLE III
DEMISING CLAUSE**

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

**ARTICLE IV
LEASE TERM**

4.1 Commencement. The Lease Term shall commence on February 27, 2020 and end February, 2040.

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

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

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

**ARTICLE V
QUIET ENJOYMENT; PURCHASE OPTIONS**

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

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

**ARTICLE VI
CONSIDERATION FOR LEASE**

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

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

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

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

7.2 Maintenance, Repair, Taxes and Assessments.

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

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

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

7.3 Modification of Leased Property; Liens

(a) Additions, Modifications and Improvements. The Board of Education shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be

used for purposes other than those authorized under the provisions of State and Federal law.

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

ARTICLE VIII DISCLAIMER OF WARRANTIES; OTHER COVENANTS

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

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

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

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

ARTICLE IX TITLE TO LEASED PROPERTY LIMITATIONS ON ENCUMBRANCES

9.1 Title to Leased Property. Except for personal property purchased by the Board of Education at its own expense, title to the Leased Property and any and all additions and modifications to

or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, including, but not limited to, the lien of the deed of trust recorded incident to issuance of Limited Obligation Bonds Series 2020A, until foreclosed upon or conveyed as provided in the Lease, notwithstanding (a) the occurrence of any event of damage, destruction, condemnation or construction or title defect, or (b) the violation by the County of any provision of this Lease.

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

**ARTICLE X
ASSIGNMENT, SUBLEASING, AND INDEMNIFICATION**

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

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

**ARTICLE XI
EVENTS OF DEFAULT**

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

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

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

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

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

**ARTICLE XII
MISCELLANEOUS**

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

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

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

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

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

12.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Board of Education and the County, subject, however, to the limitations contained in Article XI.

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

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

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

12.6 Severability. In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by

any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

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

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

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

12.11 Limited Obligation Bonds Series 2020A Insurer Provisions. Notwithstanding any other provision of this Lease to the contrary, this Lease and any sublease or assignment shall be subject to immediate termination at the direction of the Insurer (as defined in the Installment Financing Contract dated as of February 1, 2020 between County and the Cabarrus County Development Corporation), in the event of default by the County or such Corporation under such contract. All rights of the Board of Education or any sublessee or assignee shall terminate upon such termination. This Lease or any sublease or assignment may not be a Permitted Encumbrance under the Deed of Trust incident to issuance of the Limited Obligation Bonds Series 2020A, if, in the opinion of Insurer's counsel, the presence of such encumbrances would impair any ability to exercise remedies under the Contract or the Deed of Trust, including the right to foreclosure under the Deed of Trust. This Lease or any sublease or assignment is subject to the Deed of Trust. All Permitted Encumbrances must be acceptable to the Insurer, including the Permitted Encumbrances to the title insurance policy.

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

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners

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

Finance Director

CABARRUS COUNTY BOARD OF EDUCATION

By _____
Chairperson

ATTEST:

Secretary

NORTH CAROLINA
CABARRUS COUNTY

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

WITNESS my hand and notarial seal, this _____ day of _____, 2020.

Notary Public

My commission expires: _____

NORTH CAROLINA
CABARRUS COUNTY

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

WITNESS my hand and notarial seal, this _____ day of _____, 2020.

Notary Public

My commission expires: _____

EXHIBIT A

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, and being Lot No. 1 (consisting of 43.824 acres, or 1,908,990.50 square feet), as shown on the RECOMBINATION PLAT OF 45.958 ACRES-COCHRAN ROAD, said plat being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 82, Page 15, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Contingency Fund Request for Courthouse Project - \$800,000

BRIEF SUMMARY:

The furniture and equipment budget for the new Courthouse project needs to be increased by \$800,000. Staff is proposing moving fixed courtroom seating and cameras/card readers from the Construction Manager at Risk (CMAR) Guaranteed Maximum Price (GMP) contract to utilize state contract pricing. This will allow the County to decrease the amount of overhead costs from the CMAR. Additionally this will allow the County to avoid some significant value engineering cuts including HVAC, flooring, and courtroom finishes.

REQUESTED ACTION:

Motion to approve the use of Courthouse contingency funds and approve the budget amendment and associated project ordinance(s).

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Fd 380 Budget Amendment
- ▣ Fd 380 Project Ordinance

Budget Revision/Amendment Request

Date: 4/20/2020

Amount: 800,000.00

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

Department: Finance, Fund 380 LOBS 2020

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

Purpose: To move funds within the Courthouse Project from the contingency account into the Furniture and Equipment account, in order to utilize contract pricing and save costs.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	9	2210-9860-COURT	Equipment and Furniture COURT	4,000,000.00	800,000.00		4,800,000.00
380	9	2210-9660-COURT	Contingency COURT	5,600,000.00		800,000.00	4,800,000.00

Budget Officer

- Approved
 Denied

County Manager

- Approved
 Denied

Board of Commissioners

- Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY COUNTY CAPITAL PROJECTS BUDGET ORDINANCE

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

Section I.

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

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

Debt Proceeds 2020 Draw Note	\$ 77,472,469
Debt Proceeds 2022 Draw Note	46,478,143
Contributions from Capital Projects Fund	17,029,837
TOTAL REVENUES	\$140,980,449

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 132,211,360
Governmental Center Skylight & Roof Replacement	2,577,722
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
Artificial Turf Fields	3,274,367
Legal / Closing Expenses	832,000
TOTAL EXPENDITURES	\$140,980,449

GRAND TOTAL – REVENUES	\$140,980,449
GRAND TOTAL – EXPENDITURES	\$140,980,449

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 20th day of April, 2020.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Human Resources - Emergency Leave Pay

BRIEF SUMMARY:

Review of the Families First Act and recommendations for the County's emergency leave pay and FMLA modifications.

REQUESTED ACTION:

Motion to approve recommendations on pay/FMLA.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lundee Covington, Human Resources Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - 2020-2021 HOME Program - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

Request action to hold a public hearing to participate in the 2020-2021 HOME program. The HOME program is designed to support affordable housing efforts. Staff previously presented a collaborative project with the City of Concord on Market Street. That project has taken a different direction. Staff is now proposing a collaborative project with the City of Concord where Cabarrus County would fund the construction of a new affordable home on a lot owned by the city and city staff would manage the construction along with other homes the City will construct on adjacent lots. The county can participate with the City of Concord on this project as members of the Cabarrus/Iredell/Rowan HOME Consortium. Staff is proposing the full year's funding of approximately \$130,000 to be used toward the project and recaptured upon sale of the property for a new HOME eligible project. There is a 25% match required. A projected amount has been included in the budget but it may need to be supplemented when the final allocation has been determined.

REQUESTED ACTION:

Hold a public hearing.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ HOME Funding Action Plan

CABARRUS-IREDELL-ROWAN HOME CONSORTIUM

2020-2021 HOME FUNDING ACTION PLAN



APPLICATIONS DUE MARCH 6, 2020

Submit application to:

City of Concord
Attn: Pepper Bego
Planning & Neighborhood Development Department
P.O. Box 308
Concord, NC 28026
704-920-5133
begop@concordnc.gov

SECTION I
APPLICATION INFORMATION

Full Legal Name of Applicant: **Cabarrus County**

Applying as: Consortium HOME Subrecipient
 CHDO

Address: **P.O. Box 707**

City/State/Zip: **Concord, NC 28026**

Telephone Number: **704-920-2141**

Contact Person: **Kelly Sifford**

Title: **Planning and Development Director**

Telephone Number: **704-920-2142** E-Mail: **ksifford@cabarruscounty.us**

Name of Project: **New Construction 96 Chestnut St. Concord**

Total funds requested: **\$130,000**

(DO NOT include Admin funds in total)

To the best of my knowledge and belief all data in this application are true and current. The document has been duly authorized by the governing board of the applicant.

Signature: _____
Certifying Official

_____ Date

SECTION II
PROJECT DESCRIPTION

Project/Program Title: New single family home construction

Project/Program Location: 96 Chestnut St. SW Concord, NC 28025

II (a) Type of Activity (check one)

- New construction for Homeownership New construction for rental
- Owner-Occupied Rehabilitation Rental Rehabilitation
- Acquisition/Rehab/Resale Down Payment Assistance
- Other (specify): _____

II (b) Goals and Objectives (Provide a written description of your goals and objectives. Also provide a copy of your Needs Assessment hearing minutes and notice.)

As drafts of our Analysis of Impediments to Fair Housing and our Affordable Housing Market studies have been completed, it is clear that affordable housing is a critical need. In local aging studies, a finding has also been affordable and accessible housing are critical needs. Our goal is to work with the municipalities in the county to provide a variety of affordable housing units that are accessible, affordable and located near public transportation and other needed services.

PLEASE PLACE A CHECK MARK BESIDE YOUR OBJECTIVE AND A CHECK MARK BY THE INTENDED OUTCOME.

Objective and Outcome			
Objective (check one)		Outcome (check one)	
(1) Create suitable living environment		(1) Availability/accessibility	
(2) Provide decent affordable housing	X	(2) Affordability	X
		(3) Sustainability	

II (c) Short Description. One or two sentences stating the number and type of housing or other units expected to result from this project and the targeted client group. State both total number of units in project and number to be assisted with HOME. Also explain how this project will benefit low and very low income individuals and how this will be documented.

Cabarrus County expects to construct one new affordable home on a lot owned by the City of Concord for sale to a qualified applicant.

2016 HOME Application

II (d) Project Description. Please provide a **detailed narrative description** of the project below (or on an attached page), addressing all of the following questions. Please check each box below to show that you have addressed the question, and insert information directly in blank space below question. Where the question is not applicable or no information is available, insert N/A.

To construct a new single family affordable home on the lot at 96 Chestnut St. SW Concord, NC. The new home will be energy efficient and affordable.

***Attach a general location map showing the development site. Be sure to include waterways and railroads.**

Property Acquisition

Has agency acquired real property in order to carry out the project, or is property acquisition planned? No. Property has been owned by the City of Concord since 2007. It was vacant at the time of purchase and is still vacant today.

Has property owner been informed of your intention to use federal funds for this project? If so, attach letter.

Is the property currently occupied? If so, state the number of tenants and describe in detail how you will determine relocation needs and help occupants to relocate in accordance with Uniform Relocation Act. Include the cost of this in your budget. If you have issued a General Information Notice to tenants informing them of their rights to relocation assistance, attach a copy. N/A

Is the property historically designated or in an historic district? No

Construction Information

How many units will be
Newly constructed 1 Rehabilitated Provided DPA
Acquired Demolished/Cleared

Will the project participate in an externally monitored energy efficiency program (e.g. Energy Star, Advanced Energy)?

Yes: (provide details). No: X

- Will any of the units have full ADA accessibility? If so, how many?

Lead-Based Paint (REHAB PROJECTS ONLY)

Describe in detail how you plan to address lead-based testing and abatement or hazard control on any property built before 1978. N/A

II (e) Affordability, Marketing, & Supportive Services

- What are the proposed rents or sales prices for completed housing units? For rental units, also estimate utility costs. Approximately \$130,00. This depends on what size and style home will fit on this lot.

- What is your process for marketing to ensure an adequate pool of income-eligible renters or buyers?
Work with Prosperity Unlimited, a CHDO who does homebuyer education and down payment assistance.

- What steps are planned to ensure long-term affordability of housing units, including subsidy recapture, equity sharing, buy-back options, long-term lease, etc. ?

Subsidy recapture through a deed of trust.

- Do you require beneficiaries to attend homebuyer education classes?

Yes

II (f) Fair Housing Activities

Please describe the Fair Housing activities you plan to undertake in the upcoming program year.

Cabarrus County will provide fair housing information on our website in English and Spanish. We provide Fair Housing pamphlets in our many offices and libraries. Community Development staff provides Department of Human Services staff with technical assistance and training on fair housing issues. Cabarrus County runs television advertisements on Channel 22, the local cable channel informing people of their rights and who to contact if they think they have been discriminated against. Cabarrus County runs newspaper advertisements annually in our local newspaper. Finally, our staff works with the local municipalities and nonprofits on fair housing events every year that host speakers on fair housing history and laws.

II (g) Project Team

Identify the project team by name, job title, and employment status (employee, independent contractor, or volunteer), and their specific responsibilities in this project. If the team is not yet assembled, then describe how you will select them. (Attach additional pages if necessary.)

Kelly Sifford, AICP Cabarrus County Planning and Development Director (Employee of Cabarrus County)

Coordination with the City of Concord on plan selection, payments, sales process and closing on property.

Linda Cruse Cabarrus County Community Development Coordinator (Employee of Cabarrus County)

Coordination with the City of Concord on plan selection, environmental clearances, payments, sales process and closing on property.

Mary Powell Carr City of Concord Community Development Manager (Employee of City of Concord)

Coordination with Cabarrus County on plan selection, environmental clearances, payments, sales process and closing on property.

Michael Kepley City of Concord Construction Coordinator (Employee of City of Concord)

Will coordinate bidding with the county and manage the contractors who construct the home.

For Rehab Projects Only: List all project staff who have completed training in Lead Safe Work Practices (with date) or have any more extensive training in Lead Based Paint hazard control.

N/A

II (h) Timetable.

Please complete a detailed and realistic timetable showing when each work task will be completed (e.g. planning, obtaining financing commitments, design, environmental review, bidding, loan closing, construction, final inspection, occupancy, etc.). The larger the project, the more detail we expect to see. You may add work tasks; where existing task does not apply, insert **N/A**.

Work Tasks	Date to be Completed
Planning	July 31, 2020
Acquisition	Done
Obtaining Financial Commitments	Done
Design	11/30/2020
Environmental Review	12/31/2020
Construction	06/30/2021
Rehabilitation	
Loan Closing	07/31/2021
Occupancy	08/01/2021

II (i) Client/Area Demographics. Please complete the following tables to the best of your ability. Show actual or estimated numbers of beneficiaries, **not percentages**, in each category. In general you should count **households** as the beneficiaries for housing programs and **persons** for non-housing programs.

Income Group	Number
<30% of area median income (AMI)	
31-50% of AMI	
51-80% of AMI	1
>80% of AMI*	
TOTAL	1

Special Needs Beneficiaries (if applicable)

Category	Number
Elderly (over 60)	
Disabled (not elderly)	
Homeless	
People with HIV/AIDS	

SECTION III

PROJECT BUDGET AND FUNDING

III (a) Budget

Show all funding sources for the project or projects you plan to undertake. Be sure to include program income.

Project Revenue

	Source	Amount
HOME funds being requested		130,000
HOME funds from prior year(s)		
HOME Program Income		
Other Federal Funds		
State/Local Funds (list)		32,500
Bank Loans		
Other Cash Contributions		
Private Grants		
Total Funds Available*		\$162,500

* This total should be the same as your "Total Development Costs" total in the *Estimated Costs* table on page 7.

Provide the details of all loans and/or grants, other than HOME, listed above for the project.

HOME grant and local match.

III (b) HOME Match (HOME funded projects only)

List the project revenues that will count as matching funds (non-federal funds that are permanently contributed to the project). Include any in-kind contributions of materials and labor, including sweat equity, at \$10 p.h. If in doubt whether funds will count as match, please call Pepper Bego at (704) 920-5133.

Revenue Source	Amount
General Fund	\$32,500

III (c) Estimated Costs

Be as detailed as possible. Add or amend categories as needed. The second column should cover total project costs (including those met from HOME). The third column shows how much of each line item is to be met from HOME. Totals must be consistent with the revenues shown in section IIIA.

Category (add/amend as needed)	Total Costs	This grant only
Down Payment Assistance	\$	\$
Acquisition	\$	\$
Relocation	\$	\$
Demolition/Clearance	\$	\$
Site improvements	\$	\$
Rehabilitation	\$	\$
New construction	\$	\$162,500
Professional Fees (appraisal, architect, etc.)	\$	\$
Agency project delivery costs (10% maximum of total project cost)	\$	\$
Other	\$	\$
	\$	\$
*Total Development Costs	\$	\$162,500

* The total in the "Total Cost" column should be the same as your "Total Funds Available" total in the **Project Revenue** table on page 6.

SECTION IV

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are any of the Board Members or employees of the agency which will be carrying out this project, or members of their immediate families, or their business associates:

- a) Employees of or closely related to employees of your agency or the member government through which this application is made: YES ___ NO X
- b) Members of or closely related to members of City Council or Commission of the member government through which this application is made: YES ___ NO X
- c) Current beneficiaries of the program for which funds are requested: YES ___ NO X
- d) Paid providers of goods or services to the program or having other financial interest in the program: YES ___ NO X

If you have answered **YES** to any question, **please attach a full explanation**. The existence of a potential conflict of interest does not necessarily make the project ineligible for funding, but the existence of an **undisclosed** conflict may result in the termination of any grant awarded.

Signature of Certifying Official

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - Proposed Amendment to Harrisburg Land Use Plan (HALUP)
Residential Classifications - Public Hearing 6:30 p.m.

BRIEF SUMMARY:

The Town of Harrisburg amended the Harrisburg Land Use Plan (HALUP) to lower the permissible densities for the residential districts outlined in the current plan. The amendment to the plan was recommended by the Harrisburg Planning and Zoning Board and adopted by Town Council on November 12, 2019.

The first step in the process is for the Cabarrus County Planning and Zoning Commission to make a recommendation to the Board of Commissioners on the proposed amendment. At the January 14, 2020 meeting, the Planning and Zoning Commission voted unanimously in favor of the amendment and to forward it to the Board of Commissioners for final consideration.

The next step is for the Board of Commissioners to consider approving and adopting the proposed changes.

The Board of Commissioners will need to hold a public hearing as part of considering the request.

REQUESTED ACTION:

1. Receive staff report
2. Hold public hearing
3. Motion to consider adoption of the proposed changes to the Harrisburg Land Use Plan

residential classifications.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Susie Morris, AICP, CZO Planning and Zoning Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ HALUP Amendment Information

Memo

To: Cabarrus County Board of Commissioners

From: Susie Morris, AICP, CZO, Planning and Zoning Manager

cc: File

Date: February 12, 2020

Re: Harrisburg Area Land Use Plan Update 2020

The Town of Harrisburg amended the Harrisburg Land Use Plan (HALUP) to lower the permissible densities for the residential districts outlined in the current plan. The amendment to the plan was recommended by the Harrisburg Planning and Zoning Board and adopted by Town Council on November 12, 2019.

The Town asked that the Cabarrus County Planning and Zoning Commission and Cabarrus County Board of Commissioners consider adopting the same changes to the HALUP for consistency in administration. The HALUP, in its current form, was adopted by both the county and the town in the summer of 2018. The Town of Harrisburg intends to incorporate the density changes into the applicable town zoning districts as part of the UDO rewrite project.

The proposed changes are as follows:

- Very Low Density remains unchanged at less than 1 unit per acre
- Low Density changes from up to 3 units per acre to 1-2 units per acre
- Medium Density changes from 3-4 units per acre to 2-3 units per acre
- High Density changes from 4-15 units per acre to 3-10 units per acre

Attached you will find the current HALUP land use map, a map showing county zoning areas in the Harrisburg Planning Area, and the presentation used by Harrisburg Staff for the Planning Board and Town Council meetings.

The proposed changes are consistent with the currently assigned county zoning designations and should not create any conflicts.

The first step in the process is for the Planning and Zoning Commission to make a recommendation to the Board of Commissioners on the proposed amendment. At the January 14, 2020 meeting, the Planning and Zoning Commission voted unanimously in favor of the amendment and to forward it to the Board of Commissioners for final consideration.

The next step is for the Board of Commissioners to consider approving and adopting the proposed changes.

The Board of Commissioners will need to hold a public hearing as part of considering the request.

FUTURE LAND USE

The following descriptions are descriptive, not prescriptive, and indicate the general types of land uses desired in each category on the future land use map.



PARKS

Various types of passive and active parks and other recreation facilities may be accommodated in all land use categories. Where depicted on the Future Land Use Map, Park areas may be developed as community-serving facilities, such as public greenways, neighborhood or community parks.



PRIVATE RECREATION

This area is intended to include indoor and outdoor recreation facilities that are suited to sites with adequate road infrastructure. Indoor sports arenas, family-oriented entertainment, and special-use outdoor venues are examples of the types of uses that may comprise these areas.



VERY LOW DENSITY RESIDENTIAL

This area is intended to remain predominantly rural while allowing residential uses at very low densities. Conservation design is a common subdivision approach if utilities are available, allowing smaller lots in exchange for more open space. Architecture is sensitively integrated, avoiding valuable natural features. **Gross densities are less than one unit per acre** for conventional subdivisions, and up to two if conservation design standards are met. Some business uses typically located in rural areas, such as small engine repair, may be appropriate provided such uses adhere to performance standards to minimize potential impacts to surrounding uses.



LOW DENSITY RESIDENTIAL

This area is characterized by low- to moderate-density residential development (~~up to 3~~ **1 to 2** dwelling units per acre). Single-family detached homes are complemented by natural areas as well as formal and informal open space amenities. Conservation design, which includes more open space in exchange for smaller minimum lot sizes, may be recommended in locations with sensitive natural resources.



MEDIUM DENSITY RESIDENTIAL

This area is comprised of predominantly single-family detached homes but may include attached single family units, such as townhomes and duplexes. The mix of housing types are intended to create neighborhoods with a density range of ~~3 to 4~~ **2 to 3** dwelling units per acre. Improved open spaces are interspersed and the streetscape is more formal.



HIGH DENSITY RESIDENTIAL

This area is intended to accommodate a variety of age groups and lifestyle preferences. Attached single family and multi-family units are intended for areas where access to the transportation network is high. Density ranges from 4 to 15 3 to 10 dwelling units per acre.



MIXED USE

This area encourages the blending of complementary commercial, office and a mix of residential housing types. These areas typically offer a horizontal mix of uses where changes in use occur between adjacent buildings. Buildings are typically one and two stories. Designed to facilitate access via walking and biking, mixed-use areas should be located near potential commercial and mixed use nodes where access via the road network, sidewalks, greenways, and/or future transit is feasible.



MIXED USE NODE

These areas are intended to be centers of activity that include a mix of retail, restaurant, service, and office uses in addition to a variety of residential housing types. The mix of uses can be horizontal as well as vertical where a change in use can occur between floors of the same building. Buildings of two stories and above are common, and connected streets include short block lengths and pedestrian facilities. Open space is integrated in the form of plazas and greens.



OFFICE

These areas include a mix of professional offices, flex space and supporting commercial uses.



INSTITUTIONAL

These areas include schools, churches, hospitals, campus style development and government uses.



COMMERCIAL

These areas are comprised of local-serving retailers, restaurants, professional offices, and service uses. Such uses may be vertically mixed in multi-story buildings. All such uses should be located along major corridors and concentrated at key intersections.



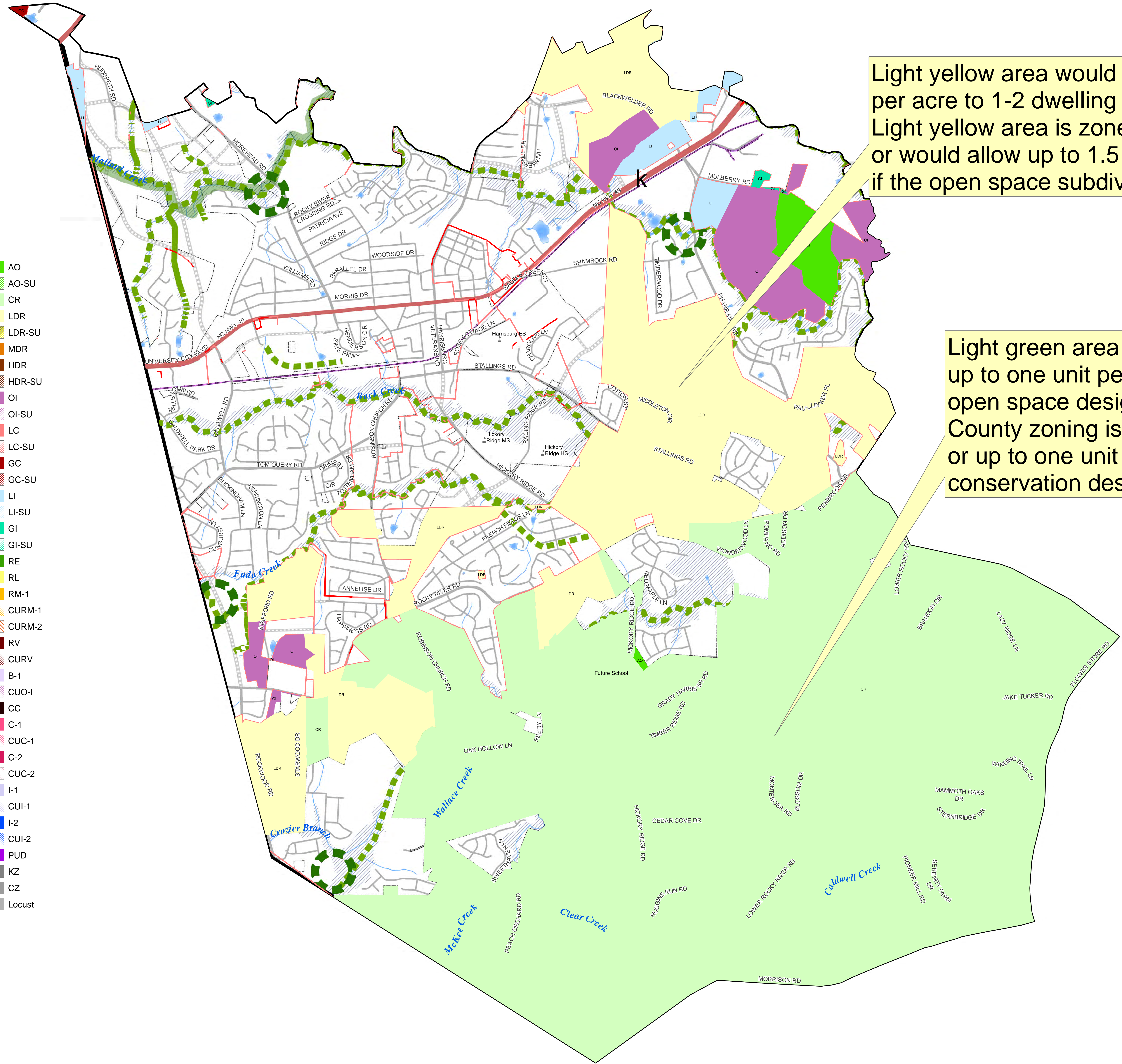
LIGHT INDUSTRIAL

These areas are intended to be light industrial, office, and multi-tenant flex space. This area promotes the concentration of employment-generating uses in an area with desirable access to highways (I-485 via NC-49). Limitations on use should serve to mitigate negative impacts on residential development, such as traffic congestion, noise, and light pollution.

- AO
- AO-SU
- CR
- LDR
- LDR-SU
- MDR
- HDR
- HDR-SU
- OI
- OI-SU
- LC
- LC-SU
- GC
- GC-SU
- LI
- LI-SU
- GI
- GI-SU
- RE
- RL
- RM-1
- CURM-1
- CURM-2
- RV
- CURV
- B-1
- CUO-1
- CC
- C-1
- CUC-1
- C-2
- CUC-2
- I-1
- CUI-1
- I-2
- CUI-2
- PUD
- KZ
- CZ
- Locust

Light yellow area would change from up to 3 units per acre to 1-2 dwelling units per acre. Light yellow area is zoned LDR which allows a 2 acre lot or would allow up to 1.5 units per acre if the open space subdivision design option is used.

Light green area would remain up to one unit per acre or up to two if open space design/conservation option is used. County zoning is CR, which requires a two acre lot or up to one unit per acre if conservation design is used.



FUTURE LAND USE MAP
HARRISBURG AREA LAND USE PLAN



HarrisburgNC
The right side of opportunity

Town Council Meeting

November 12, 2019

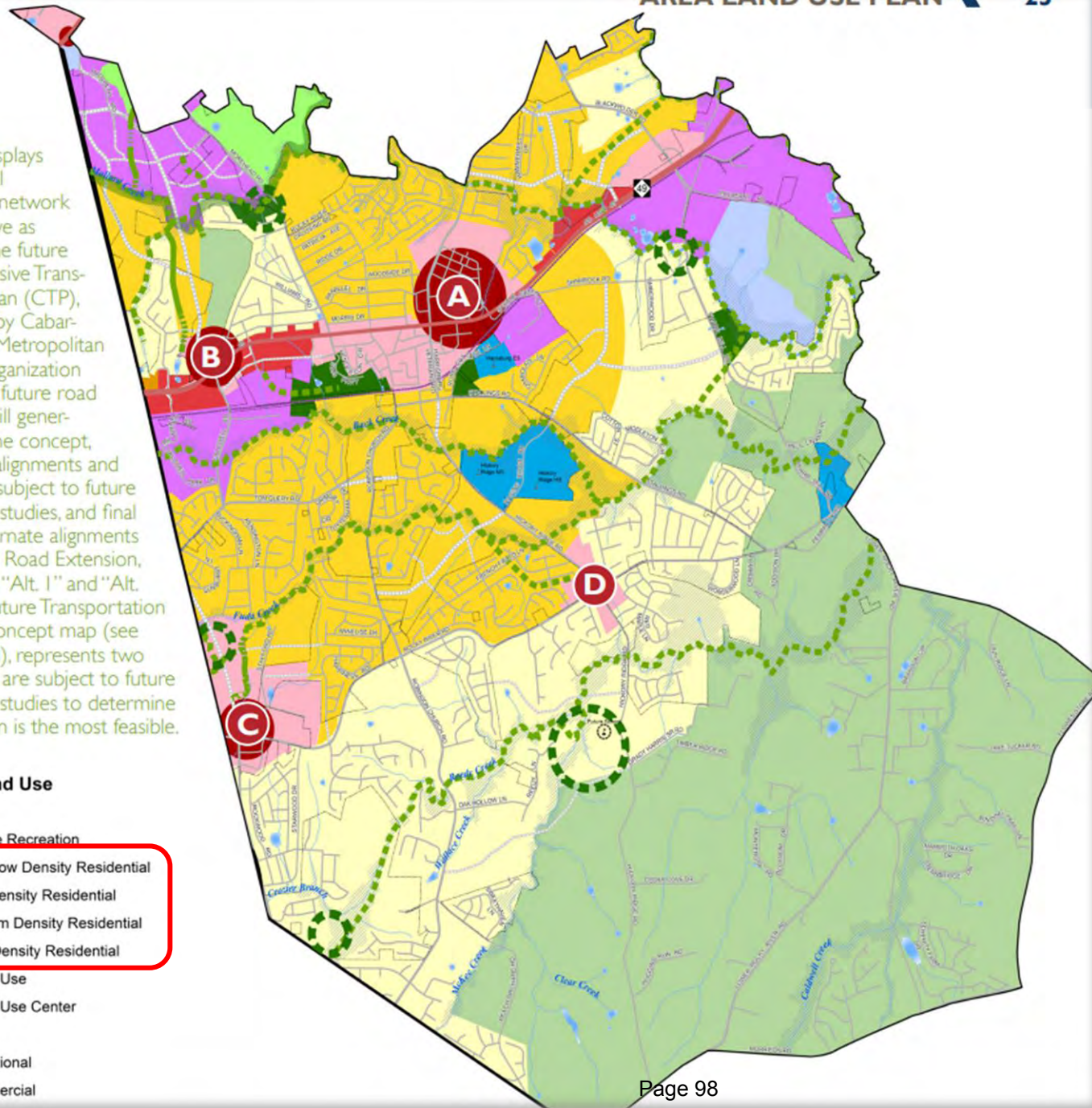
Public Hearing

Consider revising the previously adopted gross land use density in the Harrisburg Area Land Use Plan (HALUP).

This map displays a conceptual future road network and will serve as input into the future Comprehensive Transportation Plan (CTP), maintained by Cabarrus-Rowan Metropolitan Planning Organization (MPO). The future road alignment will generally follow the concept, exact road alignments and designs are subject to future engineering studies, and final designs. Alternate alignments for Caldwell Road Extension, identified as "Alt. 1" and "Alt. 2" on the Future Transportation Network Concept map (see Appendix H), represents two options and are subject to future engineering studies to determine which option is the most feasible.

Future Land Use

- Park
- Private Recreation
- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Mixed Use Center
- Office
- Institutional
- Commercial





VERY LOW DENSITY RESIDENTIAL

This area is intended to remain predominantly rural while allowing residential uses at very low densities. Conservation design is a common subdivision approach if utilities are available, allowing smaller lots in exchange for more open space. Architecture is sensitively integrated, avoiding valuable natural features. Gross densities are less than one unit per acre for conventional subdivisions, and up to two if conservation design standards are met. Some business uses typically located in rural areas, such as small engine repair, may be appropriate provided such uses adhere to performance standards to minimize potential impacts to surrounding uses.



LOW DENSITY RESIDENTIAL

This area is characterized by low- to moderate-density residential development (up to 3 dwelling units per acre). Single-family detached homes are complemented by natural areas as well as formal and informal open space amenities. Conservation design, which includes more open space in exchange for smaller minimum lot sizes, may be recommended in locations with sensitive natural resources.



MEDIUM DENSITY RESIDENTIAL

This area is comprised of predominantly single-family detached homes but may include attached single family units, such as townhomes and duplexes. The mix of housing types are intended to create neighborhoods with a density range of 3 to 4 dwelling units per acre. Improved open spaces are interspersed and the streetscape is more formal.

AREA LAND USE PLAN 27



HIGH DENSITY RESIDENTIAL

This area is intended to accommodate a variety of age groups and lifestyle preferences. Attached single family and multi-family units are intended for areas where access to the transportation network is high. Density ranges from 4 to 15 dwelling units per acre.

HALUP Residential Land Use Density (gross) Changes, Why?

- Staff is in the process of issuing Request for Proposal (RFP) to update the town's unified Development Ordinance (UDO).
- HALUP Land Use density (vision) translate to UDO Zoning density (Regulatory tool).

HALUP Land USE – Existing Density	UDO Zoning Districts – Existing Density
Very Low Density (up to 1 unit/acre)	AG (mostly agricultural related)
Low Density (up to 3 units/acre)	RE (max 1 unit/acre)
	RL (1 – 2 units/acre)
Medium Density (3 – 4 units/acre)	RM-1 (up to 3 units/acre)
	RM-2 (up to 4 units/acre)
High Density (4 – 15 units/acre)	RV (up to 8 units/acre)
	RC (up to 15 units/acre)

HALUP Residential Land Use Density (gross) – Proposed Change

HALUP Land USE – Existing Density	HALUP Land USE – NEW Density
Very Low Density (up to 1 unit/acre)	Keep at up to 1 unit/acre
Low Density (up to 3 units/acre)	Change to 1 – 2 units/acre
Medium Density (3 – 4 units/acre)	Change to 2 – 3 units/acre
High Density (4 – 15 units/acre)	Change to 3 – 10 units/acre



New adopted residential Land Use density will be incorporated into the upcoming UDO Update (corresponding Zoning Districts)

Staff recommends Planning and Zoning Board consider revising the previously adopted land use density in the Harrisburg Area Land Use Plan (HALUP) and make recommendations to the Town Council.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Implementing Body Worn Cameras (BWC)

BRIEF SUMMARY:

Body-worn cameras (BWC) have become a widely used tool across the country to improve accountability and transparency of law enforcement. The Sheriff's Office has explored adopting the use of BWC for the last several months and determined that Axon Enterprise, Inc. would best meet their needs. Axon currently provides BWC to the Concord Police Department and Charlotte-Mecklenburg Police Department.

The cost would be \$276,033 in the first year and \$204,369 in years two through five for a total cost of 1,093,509. This would outfit 120 deputies and provide the latest software to auto-tag, redact and store BWC video. The cost also includes hardware replacements during the five-year contract.

Staff have identified a grant opportunity through the Department of Justice (DOJ) to fund a portion of the costs associated with establishing a BWC program. The grant will fund up to \$2,000 per BWC purchased by the county, with the county matching 50% of any grant funds awarded. The county would therefore be eligible for up to \$240,000, with \$120,000 coming from federal grant funds and the remaining \$120,000 acting as the county match. Grant funds can be used for camera and camera hardware purchases, staff training, and travel. Grant funds cannot be used for data storage.

The Sheriff recommends implementation of BWC in Cabarrus County. Staff are seeking board guidance on approval to apply for DOJ grant funding and include county match funding for this purpose in the FY21 budget. The county may be able to offset an additional portion of the initial and/or ongoing costs through revenue adjustments.

REQUESTED ACTION:

Motion to approve grant application.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Van Shaw, Sheriff

James Bailey, Chief Deputy

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Request to Appropriate Inmate Housing Revenues of \$142,000 to Purchased Services

BRIEF SUMMARY:

The Sheriff's Office has a budget deficit in Purchased Services for the Detention Center. The deficit is a result of two situations: higher costs for Juvenile offenders affected by Raise the Age legislation and having a very sick inmate in Safekeeping.

The Detention Center has received the January invoice for \$12,200 from NC Department Public Safety (DPS) for Juvenile Justice. This is the first invoice since Raise the Age took effect in December 2019; the invoice is for 12 juvenile offenders, for a total of 106 days. We did budget for the anticipated increase in housing cost for juveniles, as recommended by DPS. The anticipated increase in budget is not enough; the deficit in Juvenile Justice is estimated at \$65,000 by the end of this budget year.

As the DA has not set a court date for the sick inmate housed by DPS, we anticipate \$12,666 per month for January through June for medical care for this inmate. For the first six month of FY 2020, we have paid \$99,577 to NC DPS for Safekeeping. The estimated deficit for Safekeeping is \$76,000.

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Benita Conrad, Sheriff's Office, Finance Coordinator

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ BA for Purchased Services

Budget Revision/Amendment Request

Date: 4/20/2020

Amount: 142,000.00

Dept. Head: Sheriff Van W. Shaw

Department: 2130-Detention Center

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

PURPOSE: Appropriating Revenue-Inmate Housing (00162130-6654) to Purchased Services (0192130-9445) to cover budget deficit resulting from Inmates housed with Department of Public Safety (DPS) in Safe Keeping and Juvenile Justice

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2130-6654	Inmate Housing	-	142,000.00		142,000.00
001	9	2130-9445	Purchased Services	119,067.00	142,000.00		261,067.00
001							0.00
001							0.00
001							0.00
001							0.00
001							0.00
001							0.00
1							0.00

Total 0.00

Budget Officer

- Approved
 Denied

County Manager

- Approved
 Denied

Board of Commissioners

- Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**April 6, 2020
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the April 20, 2020 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the April 20, 2020 regular meeting; including the public hearings.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proposed April 20, 2020 Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**April 20, 2020
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

Reverend Sheldon Davis, Associate Minister, Oak Grove Missionary Baptist Church

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - Older Americans Month Proclamation May 2020
2. EMS - Cabarrus County Emergency Services Week Proclamation
3. EMS - Recognition of EMS Personnel for Research Poster Competition
4. Human Resources - Recognition of Stanley Parnell on His Retirement from the Cabarrus County Department of Human Services, Transportation Division

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. Finance - Cabarrus County School Agency and Lease Agreement for a New Middle School
2. Finance - Contingency Fund Request for Courthouse Project - \$800,000
3. Sheriff's Office - Implementing Body Worn Cameras (BWC)
4. Sheriff's Office - Request to Appropriate Inmate Housing Revenues of \$142,000 to Purchased Services
5. Tax Administration - Refund and Release Reports - March 2020

G. NEW BUSINESS

1. Economic Development Investment - Project Press - Public Hearing 6:30 p.m.
2. Planning and Development - 2020-2021 HOME Program - Public Hearing 6:30 p.m.
3. Planning and Development - Proposed Amendment to Harrisburg Land Use Plan (HALUP) Residential Classifications - Public Hearing 6:30 p.m.

H. REPORTS

1. BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. County Manager - Monthly Building Activity Reports
4. County Manager - Monthly New Development Report
5. EDC - March 2020 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

L. ADJOURN

Scheduled Meetings

May 4	Work Session	4:00 p.m.	Multipurpose Room
May 18	Regular Meeting	6:30 p.m.	BOC Meeting Room
June 1	Work Session	4:00 p.m.	Multipurpose Room
June 1	Budget Public Hearing	6:30 p.m.	BOC Meeting Room
June 2	Budget Workshop	4:00 p.m.	Multipurpose Room
June 4	Budget Workshop	4:00 p.m.	Multipurpose Room
June 15	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.