



**CABARRUS COUNTY
BOARD OF COMMISSIONERS**

**WORK SESSION
MARCH 7, 2016
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

2.1 Including the Changes to the Agenda Pg. 71

3. DISCUSSION ITEMS FOR ACTION AT MARCH 21, 2016 MEETING

- 3.1 Cooperative Extension – Proposed Amendment to the Code of Ordinances Regarding the Voluntary Agricultural District Ordinance Pg. 2
- 3.2 County Manager – Community Meeting at Coddle Creek Reservoir Report Pg. 17
- 3.3 County Manager – NCDOT Purchase of Right-of-Way at Winecoff Elementary School Pg. 20
- 3.4 County Manager – Sewer Easement Agreement at New Odell 3-5 School Pg. 23
- 3.5 Finance – Construction and Renovation Fund Budget Update – Project Ordinance and Related Budget Amendment Pg. 31
- 3.6 Finance – KCS Agency Agreement – Kannapolis Middle School Pg. 36
- 3.7 Finance – North Carolina Education Lottery Payment Applications for School Capital Pg. 44
- 3.8 Human Resources – Employee Benefits Renewal FY 2016-2017 Pg. 51
- 3.9 Sheriff's Office – Animal Shelter Fee Schedule Pg. 60
- 3.10 Tax Collection – Advertisement of 2015 Tax Liens on Real Property Pg. 63

4. APPROVAL OF REGULAR MEETING AGENDA Pg. 67

5. CLOSED SESSION

5.1 Closed Session – Economic Development and Pending Litigation Pg. 70

6. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**MARCH 7, 2016
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at March 21, 2016 Meeting

SUBJECT:

Cooperative Extension - Proposed Amendment to the Code of Ordinances Regarding the Voluntary Agricultural District Ordinance

BRIEF SUMMARY:

The Cabarrus County Agricultural Advisory Board recommends two revisions to the Voluntary Agricultural District Ordinance to better align with Chapter 106, Article 61 of the North Carolina General Statutes (Agricultural Development and Preservation of Farmland).

Specifically, it is recommended to revise the required definition of "Qualifying Farmland" to remove the farm present-use-value taxation program and replace it with the terminology now used in the state statute (G.S. 106-581-1)

Also to clarify the renewal of the Voluntary Agricultural District is automatic every 10 years unless the landowner provides written notice no later than 30 days prior to the termination date.

The exact changes in Article VII are:

In order for farmland to qualify for inclusion into the voluntary agricultural district or the enhanced voluntary agricultural district, it must be real property that:

1. Is engaged in agriculture as that word is defined in G.S. 106-581.1.1
2. Be the subject of a conservation agreement as defined in N.C.G.S. 121-35, between the county and the owner of such land that prohibits non-farm use or development of such land for at least ten years, except for the creation of not more than three lots that meet applicable county

zoning and subdivision regulations.

3. Agree to the conservation agreement between Cabarrus County and the owner that the Enhanced Voluntary Agricultural District cannot be revoked for at least 10 years.

The exact changes in Article IX, Section B are:

B: Renewal

Properties entered into the Voluntary Agricultural District or the Enhanced Voluntary Agricultural District shall be deemed automatically renewed for an additional term of 10 years on July 1 of the tenth anniversary year, unless either the Advisory Board or the landowner gives written notice no later than 30 days prior to the termination date. Notification of automatic renewal will be sent to qualifying land owners a minimum of 60 days prior to the renewal date.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to set a public hearing for the regular meeting on Monday, March 21, 2016 at 6:30 p.m. or as soon thereafter as persons may be heard.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Robert B. Furr, Cooperative Extension Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Voluntary Agricultural District Ordinance](#)
- [Proposed Changes](#)

**CABARRUS COUNTY
VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE**

**ARTICLE I
TITLE**

An ordinance of the Board of County Commissioners of CABARRUS COUNTY, NORTH CAROLINA, entitled, "**VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE.**" and "**THE ENHANCED VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE.**"

**ARTICLE II
AUTHORITY**

The articles and sections of this ordinance are adopted pursuant to authority conferred by the N.C.G.S. Sections 106-735 through 106-744 and Chapter 153A. In conjunction with Ratified House Bill 607.

**ARTICLE III
PURPOSE**

The purpose of this ordinance is to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture; and increase protection from non-farm development and other negative impacts on properly managed farms.

The Enhanced Voluntary Agricultural District Ordinance creates a district that will provide greater benefits to farmers than the current program. Participating farms will be allowed to receive up to 25% of their gross sales from certain types of non-farm products and still qualify for agricultural zoning exemptions and be eligible for a higher percentage of cost-share program funding and have priority for other state grant programs.

**ARTICLE IV
DEFINITIONS**

The following are defined for purposes of this ordinance:

Advisory Board: Cabarrus County Agricultural Advisory Board.

Chairperson: Chairperson of the Cabarrus County Agricultural Advisory Board.

District: Voluntary Agricultural District as established by this ordinance.

Board of Commissioners: Cabarrus County Board of Commissioners.

**ARTICLE V
AGRICULTURAL ADVISORY BOARD**

A. Creation

The Board of Commissioners shall establish an Agricultural Advisory Board to implement the provisions of this program.

B. Membership

The Advisory Board shall consist of no less than 7 (seven) members appointed by the Board of Commissioners.

C. Membership Requirements

1. Each Advisory Board member shall be a Cabarrus County resident or landowner.
2. At least 4 (four) of the members shall be actively engaged in farming.
3. At least one of the Advisory Board members actively engaged in farming shall be nominated by the Cabarrus County Soil and Water Conservation District Board of Supervisors.
4. The members actively engaged in farming, as well as other members, shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Cabarrus County Soil and Water Conservation District Board of Supervisors, the Cabarrus County Cattlemen's Association, the County Office of the North Carolina Cooperative Extension Service, St. John's Grange, Piedmont Farmer's Market, Cabarrus County Farm Bureau, the Natural Resource Conservation Service, the U.S. Farm Service Agency County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, and the public at large.
5. The Planning and Zoning Commission Eastern Area Representative will hold an ex-officio seat on the Agricultural Advisory Board.

D. Tenure

The initial board is to consist of 2 (two) appointees for terms of one year; 2 (two) appointees for terms of two years; and 3 (three) appointees for terms of three years. Thereafter, all appointments are to be for terms of three years, with reappointment permitted.

E. Vacancies

Any vacancy on the Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term.

F. Removal

Any member of the Advisory Board may be removed by the Board of Commissioners upon a two-thirds vote of the Commissioners. No cause for removal shall be required. Appropriate conduct by Advisory Board Members will be required.

G. Funding

The *per diem* compensation, if any, of the members of the Advisory Board may be fixed by the Board of Commissioners and funds may be appropriated to the Advisory Board to perform its duties.

H. Advisory Board Procedure

1. Chairperson

The Advisory Board shall elect a chairperson and vice-chairperson each year at its first meeting of the fiscal year. The chairperson shall preside over all regular or special meetings of the Advisory Board. In the absence or disability of the chairperson, the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional officers may be elected as needed.

2. Jurisdiction

The Advisory Board may adopt rules of procedure not inconsistent with this ordinance or with other provisions of State law.

3. Advisory Board Year

The Advisory Board shall use the Cabarrus County fiscal year as its meeting year.

4. Meetings

Meetings of the Advisory Board shall be held at the call of the chairperson and at such other times as the Advisory Board may specify in its rules of procedure or upon the request of at least a majority of the Advisory Board Membership. A meeting shall be held at least annually and notice of any meetings to the members shall be in writing, unless otherwise agreed to by all Advisory Board members. Meeting dates and times shall be posted as far in advance as possible on the door of the meeting site and by advertisement in local newspapers or by other means of public dissemination of the meeting dates as may be agreed upon by at least a majority of the Advisory Board Membership. All meetings shall be open to the public. The Cabarrus County Commissioner have the right to call a meeting of the Agricultural Advisory Board at any time for any reason.

5. Majority Vote

All issues shall be decided by a majority vote of the members of the Advisory Board, except as otherwise stated herein.

6. Records

The Advisory Board shall keep minutes of the proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the Advisory Board and shall be a public record.

7. Administrative

The Advisory Board may contract with the North Carolina Cooperative Extension Cabarrus County Center to serve the Board for record keeping, correspondence, application procedures under this ordinance, and whatever services the Board needs to complete its duties.

I. Duties

The Advisory Board shall:

1. Review and approve applications for qualified farmland and voluntary agricultural districts or Enhanced Voluntary Agricultural Districts and make recommendations concerning the establishment and modification of these agricultural districts;
2. Conduct public hearings;

3. Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy or activities within the county that will affect agricultural districts;
4. Review and make recommendations concerning proposed amendments to this ordinance;
5. Develop a draft county wide farmland protection plan as defined in N.C.G.S. §106-744 (e) (1) for presentation to the Board of Commissioners;
6. Study additional methods of farmland preservation and make recommendations to the Board of Commissioners; and
7. Perform other agricultural related tasks or duties assigned by the Board of Commissioners.

**ARTICLE VI
CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS**

A. Regions

Cabarrus County is hereby divided into Three (3) regions as defined below:

1. Northwest
2. Eastern Cabarrus
3. Midland

B. Implementation

In order to implement the purposes stated in Article III, this program provides for the creation of voluntary agricultural districts or Enhanced Voluntary Agricultural Districts which meet the following standards:

1. The District shall contain a minimum of Twenty (20) contiguous acres of qualified farmland; or
2. The District shall contain Two (2) or more qualified farms within areas designated by the Advisory Board.

All land enrolled in a region, defined in section A, above, shall be part of a single district. If a single farm has acreage in two or more regions, the farm shall participate in the district where the largest acreage is found.

C. Education

The county may take such action as it deems appropriate through the Advisory Board or other entities or individuals to encourage the formation of the Districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the agricultural district program. The county may contract with the North Carolina Cooperative Extension to serve as the educational advisor and organization charged with delivering this educational program.

D. Addition and Withdrawal

1. Qualifying farmland in a region with an existing district shall be added to the district as herein provided.

2. In the event that one or more participants in the District withdraw and the acreage in the District becomes less than the minimum acreage required or results in the remaining land being noncontiguous, a voluntary agricultural district will continue to exist so long as there is one qualifying farm.
3. Enhanced Voluntary Agricultural Districts require a conservation agreement between Cabarrus County Government and the agricultural producer that cannot be revoked for at least 10years.

**ARTICLE VII
CERTIFICATION AND QUALIFICATION OF FARMLAND**

In order for farmland to qualify for inclusion into the voluntary agricultural district or the enhanced voluntary agricultural district, it must be real property that:

1. Is engaged in agriculture as that word is defined in G.S. 106-581.1.1
2. Be the subject of a conservation agreement as defined in N.C.G.S. 121-35, between the county and the owner of such land that prohibits non-farm use or development of such land for at least ten years, except for the creation of not more than three lots that meet applicable county zoning and subdivision regulations.
3. Agree to the conservation agreement between Cabarrus County and the owner that the Enhanced Voluntary Agricultural District cannot be revoked for at least 10 years.

**ARTICLE VIII
APPLICATION, APPROVAL, AND APPEAL PROCEDURE**

A. Application Procedure

1. A landowner may apply to participate in either program by making application to the chairperson of the Advisory Board or a designated staff person. The application shall be on forms provided by the Advisory Board. The application to participate in a district may be filed with the certification for qualifying farmland.
2. A conservation agreement to sustain, encourage, and promote agriculture must be executed by the landowner and recorded with the Advisory Board. Permitted uses include agriculture, horticulture, forestry, and outdoor recreation.

B. Approval Process

1. Upon submission of the application to the Advisory Board, the Advisory Board shall meet quarterly to approve or disapprove the application. The chairperson shall notify the applicant by first class mail of approval or disapproval of participation in the district.
2. Upon receipt of an application, the chairperson will forward copies immediately to the following offices which shall be asked to provide comments, if any, to the Advisory Board prior to the date set for the Advisory Board vote on the application.

- a. The Cabarrus County tax assessor;
- b. The Cabarrus Soil and Water Conservation District office;
- c. The Natural Resources Conservation Service; and
- d. The North Carolina Cooperative Extension Office; and
- e. The Cabarrus County Commerce Department

C. Appeal

If an application is denied by the Advisory Board, the petitioner shall have thirty (30) days to appeal the decision to the Board of Commissioners. Such appeal shall be presented in writing. The decision of the Board of Commissioners is final.

**ARTICLE IX
REVOCATION AND RENEWAL OF PRESERVATION AGREEMENT**

A. Revocation

By providing 30 days advance written notice to the Advisory Board, a landowner of qualifying farmland may revoke the Preservation Agreement or the Advisory Board may revoke the same Preservation Agreement based on noncompliance by the landowner, subject to the same provisions as contained in Article VIII for appeal of denials. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a district. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any preservation agreements prior to its expiration.

In the event of the original landowner's death, any surviving heirs have the same 30 days advance written notice consideration for removal from the Preservation Agreement as stated above.

Article IX (REVOCATION AND RENEWALS)

B: Renewal

Properties entered into the Voluntary Agricultural District or the Enhanced Voluntary Agricultural District shall be deemed automatically renewed for an additional term of 10 years on July 1 of the tenth anniversary year, unless either the Advisory Board or the landowner gives written notice no later than 30 days prior to the termination date. Notification of automatic renewal will be sent to qualifying land owners a minimum of 60 days prior to the renewal date.

**ARTICLE X
PUBLIC HEARINGS**

A. Purpose

Pursuant to N.C.G.S. §106-740, which provides that no state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a District until such agency or unit has requested the Advisory Board to hold a public hearing on the proposed condemnation.

B. Procedure

1. Upon receiving a request, the Advisory Board shall publish notice describing the proposed action in the appropriate newspapers of Cabarrus County within five (5) business days of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within ten (10) days of receipt of the request.
2. The Advisory Board shall meet to review:
 - a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and
 - b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place
3. The Advisory Board shall consult with the County Agricultural Extension Agent, the Natural Resources Conservation Service District Conservationist, and any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action.
4. Within five (5) days after the hearing, the Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public prior to its being conveyed to the decision-making body of the agency proposing the acquisition.
5. There will be a period of ten (10) days allowed for public comment on the report of the Advisory Board.
6. After the ten (10) day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition.
7. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.
8. Pursuant to N.C.G.S. §106-740, the Board of Commissioners shall not permit any formal initiation of condemnation by local agencies while the proposed condemnation is properly before the Advisory Board.

**ARTICLE XI
NOTIFICATION**

A Record Notice of Proximity to Voluntary Agricultural District

1. Procedure

When Cabarrus County computerizes its County Land Records System the following requirements outlined in this section shall be implemented and enforced. Upon certification of qualifying farmland and designation of real property as a District, the title to that qualifying farmland and real property, which is contained in the Cabarrus County Land Records System shall be changed to include a notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one-half aerial mile of a voluntary agricultural district.

2. Limit of Liability

In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or malfeasant occurring in good faith in connection with the duties or obligations imposed by this ordinance.

3. No Cause of Action

In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or voluntary agricultural district as defined in this ordinance.

B. Signage

Signs identifying approved agricultural districts shall be placed along the rights-of-way of major roads that pass through or next to those districts. There shall at least one sign posted along every 10 miles of such roads or as many as may be deemed appropriate by the Advisory Board, or its administrative agent for the county's agricultural district program. Placement of signage shall be coordinated with the N.C. Department of Transportation.

C. Maps

Maps identifying approved agricultural districts shall be provided to the following agencies or offices:

1. Commerce (Planning) Department
2. Register of Deeds;
3. Natural Resources Conservation Service;
4. North Carolina Cooperative Extension Service;
5. Soil and Water Conservation District; and
6. Any other such agency or office the Advisory Board deems appropriate.

**ARTICLE XII
SUBDIVISION ORDINANCE AND ZONING ORDINANCE REVIEW**

Developers of major subdivisions or planned unit developments shall designate on preliminary development plans, the existence of the Districts within Ten (10) aerial mile(s) of the proposed development.

**ARTICLE XIII
WAIVER OF WATER AND SEWER ASSESSMENTS**

A. No Connection Required

A landowner belonging to the District shall not be required to connect to Water and Sewer Authority of Cabarrus County water and/or sewer systems.

B. Abeyance

Water and sewer assessments shall be held in abeyance, without interest, for farms in an agricultural district, until improvements on such property are connected to the water or sewer system for which the assessment was made.

C. Termination of Abeyance

When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

D. Suspension of Statute of Limitations

Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest.

E. Other Statutory Abeyance Procedures

Nothing in this section is intended to diminish the authority of the County to hold assessments in abeyance under N.C.G.S. §153A-201, or other applicable law.

F. Conflict with Water and/or Sewer System Construction and Improvements Grants

To the extent that this section conflicts with the terms of federal, state, or other grants under which county water and/or sewer systems are constructed this section shall not apply.

**ARTICLE XIV
COUNTY LAND-USE PLANNING**

A. Duty of the Advisory Board

It shall be the duty of the Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners delegate authority to oversee county land use planning, on the status, progress, and activities of the county's agricultural district program and to also coordinate the formation and maintenance of agricultural districts with the county's land use planning activities and the county's land use plan if one currently exists at the time this ordinance is enacted or when one is formed.

B. Posting of Notice

The following notice, of a size and form suitable for posting, shall be posted in the office of the Register of Deeds, and any other office or agency the Advisory Board deems necessary:

Cabarrus County has established agricultural districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the county to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying , manure spreading, machinery and truck operation, livestock operations, sawing, and other common farming activities may occur in these districts any time during the day or night. Maps and information on the location and establishment of these districts can be obtained from the North Carolina Cooperative Extension Service office, the office of the Register of Deeds, the County Planning office, or the Natural Resources Conservation Service office.

C. Growth Corridors

At such time as the county might establish designated growth corridors, agricultural districts will not be permitted in the designated growth corridors, as delineated on the official county planning map without the approval of the Board of Commissioners. Districts located in growth corridors designated after the effective date of this program may remain, but shall not be expanded within the growth corridor area without the approval of the Board of Commissioners.

**ARTICLE XV
CONSULTATION AUTHORITY**

The Advisory Board may consult with the North Carolina Cooperative Extension Service, the Natural Resources Conservation Service office, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Advisory Board deems necessary to properly conduct its business.

**ARTICLE XVI
NORTH CAROLINA AGENCY NOTIFICATION**

Annually Report to the North Carolina Department of Agriculture and Consumer Services

A copy of this ordinance shall be sent to the Office of the North Carolina Commissioner of Agriculture and Consumer Services, the Board of Commissioners, the County Office of the North Carolina Cooperative Extension Service, and the Soil and Water Conservation District office after adoption. At least annually the county shall submit a written report to the Commissioner of Agriculture and Consumer Services on the county's agricultural district program, including the following information:

1. Number of landowners enrolled;
2. Number of acres enrolled;
3. Number of acres certified during the reporting period;
4. Number of acres denied during the reporting period;
5. Number of acres for which applications are pending;
6. Copies of any amendments to the ordinance; and
7. Any other information the Advisory Board deems useful.

**ARTICLE XVII
LEGAL PROVISIONS**

A. Severability

If any article, section, subsection, clause, phrase, or portion of this ordinance is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

B. Conflict with other Ordinances and Statutes

Whenever the provisions of this ordinance conflict with other ordinances of Cabarrus County, this ordinance shall govern. Whenever the provisions of any federal or state statute require more restrictive provisions than are required by this ordinance, the provisions of such statute shall govern.

C. Amendments

This ordinance may be amended from time to time by the Board of Commissioners.

**ARTICLE XVIII
ENACTMENT**

The _____ County Board of Commissioners hereby adopts and enacts the preceding articles and sections of this ordinance.

Adopted this the ____ day of _____, 2005.

Motion for adoption by _____ and seconded by _____.

CABARRUS COUNTY BOARD OF COMMISSIONERS

Chairperson

ATTEST:

Clerk to Board of Commissioners

Approved as to form:

County Attorney

Cabarrus County Voluntary Agricultural District Ordinance Proposed Changes

Article VII (Certification and Qualification of Farmland)

CURRENTLY READS

Requirements

To secure county certification as qualifying farmland, a farm must:

1. Be participating in the farm present-use-value taxation program established by N.C.G.S. 105-277.2 through 105-277.7, or is otherwise determined by the county to meet all the qualifications of this program set forth in G.S. 105-27.3;
2. Have been actively used in agricultural, horticultural or forestry operations as defined by N.C.G.S. 105-277.2 (1,2,3) during each of the five previous years, measured from the date on which the determination must be made as to whether the land in question qualifies;

Be the subject of a conservation agreement as defined in N.C.G.S. 121-35, between the county and the owner of such land that prohibits non-farm use or development of such land for at least ten years, except for the creation of not more than five lots that meet applicable county zoning and subdivision regulations.

3. Agree to the conservation agreement between Cabarrus County and the owner that the Enhanced Voluntary Agricultural District cannot be revoked for at least 10 years.

PROPOSED READING

In order for farmland to qualify for inclusion into the voluntary agricultural district or the enhanced voluntary agricultural district, it must be real property that:

1. Is engaged in agriculture as that word is defined in G.S. 106-581.1.1
2. Be the subject of a conservation agreement as defined in N.C.G.S. 121-35, between the county and the owner of such land that prohibits non-farm use or development of such land for at least ten years, except for the creation of not more than three lots that meet applicable county zoning and subdivision regulations.
3. Agree to the conservation agreement between Cabarrus County and the owner that the Enhanced Voluntary Agricultural District cannot be revoked for at least 10 years.

Article IX (REVOCACTION AND RENEWALS OF PRESERVATION AGREEMENT)

CURRENTLY READS

B: Renewal

Preservation Agreements shall be deemed automatically renewed for an additional term of 10 years, unless either the Advisory Board or the landowner gives written notice to the contrary no later than 30 days prior to the termination date.

PROPOSED READING

Article IX (REVOCACTION AND RENEWALS)

B: Renewal

Properties entered into the Voluntary Agricultural District or the Enhanced Voluntary Agricultural District shall be deemed automatically renewed for an additional term of 10 years on July 1 of the tenth anniversary year, unless either the Advisory Board or the landowner gives written notice no later than 30 days prior to the termination date. Notification of automatic renewal will be sent to qualifying land owners a minimum of 60 days prior to the renewal date.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

MARCH 7, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at March 21, 2016 Meeting

SUBJECT:

County Manager - Community Meeting at Coddle Creek Reservoir Report

BRIEF SUMMARY:

The County has received input related to the Coddle Creek Reservoir through a public meeting, survey and other correspondence. Two members of the Board, Grace Mynatt and Lynn Shue, attended the public drop-in meeting. Those two board members and staff will provide information on the feedback we received from residents. The most definitive response was that the Board of Commissioners should reaffirm that the official name of the reservoir is the Coddle Creek Reservoir.

REQUESTED ACTION:

Provide direction to staff based on the information presented.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Resolution Affirming the Name Coddle Creek Reservoir](#)
-



RESOLUTION AFFIRMING THE NAME OF THE CODDLE CREEK RESERVOIR

WHEREAS Cabarrus County completed the Coddle Creek Reservoir project in the northwestern area of the County to help meet the future potable water needs of the County; and

WHEREAS historically the creek which was impounded to form the lake and that flows into and from the lake has been named Coddle Creek; and

WHEREAS the lake was referred to as Coddle Creek Reservoir during the planning, design, permitting and completion of the project; and

WHEREAS in October 2000 the Board of Commissioners approved a motion naming the reservoir in honor of Don T. Howell; and

WHEREAS many citizens continue to refer to the lake as the Coddle Creek Reservoir which has created some confusion about the official name; and

WHEREAS Cabarrus County solicited input on the name of the lake through a public meeting and on-line survey; and

WHEREAS the overwhelming majority of those who responded to questions about the name of the lake indicated that the official name should be affirmed as Coddle Creek Reservoir;

NOW THEREFORE, BE IT RESOLVED by the Cabarrus County Board of Commissioners that it does hereby declare that the official name of the reservoir is Coddle Creek Reservoir; and

BE IT FURTHER RESOLVED that County signage at the lake shall be erected and/or replaced to display the name Coddle Creek Reservoir and that all official references to that body of water shall use the name Coddle Creek Reservoir.

Adopted this the 21st day of March, 2016.

Stephen M. Morris, Chairman
Board of Commissioners

ATTEST:

Megan I.E. Smit, Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**MARCH 7, 2016
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at March 21, 2016 Meeting

SUBJECT:

County Manager - NCDOT Purchase of Right-of-Way at Winecuff Elementary School

BRIEF SUMMARY:

NCDOT (North Carolina Department of Transportation) has worked with the County and Cabarrus County Schools on the purchase of a right-of-way, drainage easement and construction easement at Winecuff Elementary School. The permanent right-of-way (.265 acres), temporary drainage easement (.228 acres) and temporary construction easement (1.975 acres) are necessary for improvements related to the widening of I-85.

The total offer is \$129,325.00. It has been the County's practice when approving this type of purchase to also approve a budget amendment such that the proceeds benefit the affected school. A Cabarrus County Schools representative will be present at the work session to discuss the intended use of those funds for maintenance and improvement projects at Winecuff.

REQUESTED ACTION:

Motion to approve the acquisition of right-of-way and easements at Winecuff Elementary School per the terms of the Summary Statement/Contingent Offer.

Motion to approve the budget amendment designating the proceeds of the sale to the benefit of Winecuff Elementary School.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager
Charles Taylor, Cabarrus County Schools

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Summary Offer](#)

**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Cabarrus County, a Body Politic and a Political
Subdivision of the State of North Carolina
PO Box 707
Concord, NC 28026

DATE: 12/11/15

TO: Lessee, if Applicable

TIP/PARCEL NO.: I-3802A 298
COUNTY Cabarrus
DESCRIPTION: I-85 From NC 73 (Exit 55) to Lane St. (Exit 63)

WBS ELEMENT: 36780.2.FS2

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ 35,775.00
Value of Permanent Easements to be Acquired	\$ 0.00
Value of Temporary Easement (Rental of Land) to be Acquired	\$ 89,225.00
Value of Improvements to be Acquired	\$ 4,325.00
Damages, if any, to Remainder	\$ 0.00
Benefits, if any, to Remainder	minus \$ 0.00
TOTAL CONTINGENT OFFER	\$ 129,325.00

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 2204, page 313, Cabarrus County Registry, contains approximately 18.336 acres of which 0.265 acres is being acquired as right of way, leaving 18.071 acres remaining on the right with access to Stewart Street. Also being acquired is a temporary drainage easement containing approximately 0.228 acres and a temporary construction easement containing approximately 1.975 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below: Portion of BST, portion of curb and gutter.

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ n/a. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Chuck Taylor on December 12, 20 15. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 803-316-7793

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

(Signed)


Jason Bloch, TELICS - Right of Way Agent



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

MARCH 7, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at March 21, 2016 Meeting

SUBJECT:

County Manager - Sewer Easement Agreement at New Odell 3-5 School

BRIEF SUMMARY:

Cabarrus County Schools are negotiating a sewer easement for the Odell 3-5 school that is under construction. Cabarrus County is the property owner and will be the agency that needs to approve and sign that agreement. The Board of Education will be reviewing this easement at their March 7, 2016 meeting and their recommendation will be communicated to the Board of Commissioners prior to final consideration of this item at the Commissioners' regular meeting on March 21, 2016.

REQUESTED ACTION:

Motion to approve the Amendment to Grant of Temporary and Permanent Sewer Easement with authorization for the County Manager to execute that Agreement contingent on review by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager
David Burnett, Cabarrus County Schools

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Sewer Easement Agreement](#)
 - [Attachment to Sewer Easement Agreement](#)
-

**Drawn by and mail to:
Michael J. Todak, Attorney
LaValley, LaValley, Todak & Schaefer Co., LPA
5800 Monroe St., Bldg. F
Sylvania, OH 43560**

NORTH CAROLINA

**AMENDMENT TO
GRANT OF TEMPORARY AND
PERMANENT SEWER EASEMENT**

CABARRUS COUNTY

THIS AMENDMENT TO GRANT OF TEMPORARY AND PERMANENT SEWER EASEMENT, made this ____ day of _____ 2016, by and between the CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina (hereinafter referred to as "Grantor"); and **KANNAPOLIS ODS, LLC**, an Ohio limited liability company (hereinafter referred to as "Grantee");

RECITALS

- A. Douglas Martin Foster and wife, Kelly H. Foster, and KANNAPOLIS ODS, LLC have previously entered into a Temporary and Permanent Sewer Easement dated July 30, 2014 (hereinafter the "July 30, 2014 Easements") which was recorded on July 30, 2014 with the Cabarrus County, North Carolina, Register of Deeds in Book 11054, Pages 0050 through 0056, Instrument # 15987
- B. Douglas Martin Foster and wife, Kelly H. Foster, transferred the property through which the July 30, 2014 Easements run, and all rights related thereto, to the Cabarrus County Board of Education by deed on August 15, 2014 which deed was recorded on August 15, 2014 with the Cabarrus County, North Carolina, Register of Deeds in Book 11075, Pages 0309 through 0312.
- C. Cabarrus County Board of Education transferred the property through which the July 30, 2014 Easements run, and all rights related thereto, to Cabarrus County by deed on May 8, 2015 which deed was recorded on May 15, 2015 with the Cabarrus County, North Carolina, Register of Deeds in Book 11409, Pages 0163 through 0165.

D. Cabarrus County, as successor to Douglas Martin Foster and Kelly H Foster and Cabarrus County Board of Education, and Kannapolis ODS, LLC, have agreed to relocate the July 30, 2014 Easements.

NOW THEREFORE, in consideration of the forgoing recitals, which shall be incorporated below as if rewritten below in their entirety, and the mutual agreements and covenants hereinafter set forth to be performed by the parties, the July 30, 2014 Easements are amended to read as follows:

Grantor hereby gives, grants, bargains, releases, sells and conveys unto Grantee, its successors and assigns, forever, a perpetual and permanent easement for the purpose of clearing, trenching for, laying, constructing, using, replacing, repairing, reconstructing, and maintaining a sewer easement appurtenant thereto, and the lands within the easement granted herein; all the above-described purposes to be performed in any part of said easement where necessary, said easement being more fully described as follows:

TEMPORARY AND PERMANENT EASEMENT

A permanent sewer easement thirty (30) feet in width, including 2 extended "bump-out" areas, over, under and across a portion of the lands of Grantor described as Tax Parcel 46814991920000 (See Deed Book 11409, Page 163, Cabarrus County Registry) (the "Sewer Easement") and

A permanent access easement to the Sewer Easement area, over, under and across a portion of the lands of Grantor described as Tax Parcel 46814991920000 (See Deed Book 11409, Page 163, Cabarrus County Registry)

all as shown and marked on that certain plat attached hereto as Exhibit "A" and incorporated herein by reference.

In addition thereto a temporary easement, which will automatically expire upon the completion of the construction and installation of the sewer line, shall be extended beyond the said permanent 30 ft. sewer easement. This temporary construction easement shall extend at a width of 10 feet on each side of each boundary line of the permanent easement

As used herein, the term "Grantor" shall be construed to include Grantor and its heirs, administrators, executors, successors, and assigns, and the term "Grantee" shall be construed to include Grantee and its successors and assigns.

This deed of easement is executed and delivered and said easements are granted upon the following conditions:

1. Land, landscaping, any utility and any improvement (whether existing or installed or constructed in the future) disturbed by Grantee or its officers, agents, contractors or employees shall substantially restored to its original condition.
2. Grantor agrees not to unreasonably restrict or in any manner to unreasonably interfere with Grantee or its officers, agents, contractors or employees in regard to the performance of clearing, trenching for, laying, constructing, reconstructing, using, repairing, replacing, and maintaining said sewer easement facilities. However, Grantor shall have the unrestricted right to (i) construct fencing, walls, posts, bollards, gates, speed bumps and other improvements on Grantor's property that may restrict, but may not totally prevent, a reasonable means of access to the easement area along

certain portions thereof, and (ii) provide and adopt security measures for personal property, improvements, employees, tenants and occupants on Grantor's property, and therefore Grantee and Grantee's officers, agents, contractors or employees shall be required (except in the case of an emergency) to notify, coordinate with, and obtain approval from Grantor in advance as to the timing, duration and scope of any such activities to be performed by Grantee within the easement area or any need by Grantee or its agents or contractors for access upon Grantor' property to the easement area.

Grantee agrees not in any manner to interfere unreasonably with Grantor's use and enjoyment of Grantor's property adjacent to the easement area in the course of performance of clearing, trenching for, laying, constructing, reconstructing, using, repairing, replacing, and maintaining said sewer easement facilities by Grantee or its agents or contractors. However, Grantee or its agents or contractors shall have the right to construct such barriers and safety measures within and along the easement area during the performance of such construction activities as may be required in order to provide a safe and secure work site within the easement area. Any such construction activities must be performed by Grantee or its agents or contractors with due diligence and only in strict compliance with and pursuant to all required permits, approvals, requirements and regulations of any applicable governmental authority or public utility.

3. The permanent easement area herein described shall be kept by Grantor in such condition, at all times that this easement is in effect, so that Grantee, by and through its proper officers, agents, contractors or employees, can enter upon the permanent easement area without unreasonable hindrance or obstruction, subject, however, to the provisions of paragraph 2 above, which shall apply to any such right of access or entry, and subject to the provisions of paragraph 4 below.

Grantee shall be responsible to maintain in good condition and in a good state of repair the easement area (in the event it is disturbed by Grantee) and any pipes, manholes or other such sewer line components constructed within the permanent easement area. If Grantee fails to fulfill its maintenance and repair obligations within ten (10) days after Grantor has given Grantee notice of the need to perform any required repair or maintenance (however, no such notice or period for performance shall be required to be provided by Grantor in the event of an emergency), Grantor shall have the right, but not the obligation, to perform any required repair or maintenance, and Grantee agrees to reimburse Grantor the costs and expenses reasonably incurred by Grantor in the performance thereof promptly upon receipt of notice for payment due and invoices for such costs and expenses. If Grantee does not comply with its reimbursement obligations under this provision within twenty (20) days of its receipt of Grantor's notice for payment due and an invoice for such costs and expenses, the costs and expenses due from Grantee shall incur interest at the then applicable judgment rate under North Carolina law and Grantor shall be entitled to recover all costs of collection thereof (including, but not limited to, reasonable attorneys' fees).

4. Grantor agree not to construct or place any structure or fill on or over the permanent easement herein granted without the prior written consent of Grantee, or to endanger the structural integrity of the sewer easement facilities and appurtenances thereto, by any construction activities or otherwise. However, Grantor shall have the unrestricted right, without the prior written consent of Grantee, to construct, repair, maintain and replace roads, gutters, sidewalks, walls, fencing, paved areas, utilities, erosion control measures and landscaping within, upon and across the easement areas at such locations and at any time as Grantor may desire provided that any such improvements are constructed in accordance with sound construction practices so as to maintain the structural integrity of the sewer easement facilities and appurtenances thereto. Grantor shall also have the right, without the prior written consent of Grantee, to tap into the sewer easement facilities at any appropriate location(s) determined by Grantor and to construct lateral sewer lines that connect into such sewer easement facilities in order to provide sewer service to Grantor' property or any portion thereof. Grantor shall also

have the right to use and have access upon the property that is subject to or located within the easement area for all purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted.

5. The easement, agreements, and conditions are appurtenant to and run with the land, are binding upon the heirs, administrators, executors, successors, and assigns of Grantor and upon the successors and assigns of Grantee.

6. This Grant of Sewer Easement contains the entire agreement and understanding between Grantor and Grantee; there are no oral understandings, terms, or conditions, and neither Grantor nor Grantee has relied upon any representation, express or implied, not contained herein.

7. For any period during which Grantee is performing construction activities relating to this easement, Grantee must maintain in effect one or more liability insurance policies of at least \$1,000,000, which shall name Grantor as an additional insured. When and as required, Grantee shall provide Grantor a certificate of insurance to evidence that such required insurance is in effect. Grantee expressly assumes all responsibility for, and shall hold harmless and indemnify Grantor against, any and all liability, loss, damage, cost (including, but not limited to, reasonably incurred attorneys' fees and court costs), or expense which Grantor may suffer, incur or sustain, or for which Grantor may become liable growing out of (i) any injury to or death of persons, (ii) any loss or damage to property, and (iii) any enforcement action brought by any governmental agency having subject matter jurisdiction over alleged acts of environmental pollution, arising out of or caused by the performance any work on or any use of the easement areas by Grantee or its officers, agents, contractors or employees by virtue of the rights granted herein. Grantee shall also hold harmless and indemnify Grantor from any claims for mechanics' or materialmen's liens by reason of any construction, repair, maintenance or replacement work performed by or for Grantee or its officers, agents, contractors or employees.

The parties agree that they will execute any further documents reasonably acceptable to Grantor which may be necessary to satisfy the requirements of the City of Concord and/or Cabarrus County with regard to the later conveyance of this sewer easement to it, along the existing location of the 30 ft. permanent sewer easement shown on Exhibit "A", as it is the intent of this document to ultimately grant to the City of Concord and/or Cabarrus County the sewer easement granted herein.

TO HAVE AND TO HOLD said easements to Grantee, its successors and assigns, forever, for the uses and purposes herein described.

AND the said Grantor, for itself and its heirs, administrators, executors, successors, and assigns, hereby covenants to and with the said Grantee, its successors and assigns, that it is seized of said premises in fee, that it solely has the right to grant these easements, and that it will forever defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

Cabarrus County,
a body politic and political subdivision of the State
of North Carolina

By: _____ (SEAL)
Name: _____
Title: _____

Kannapolis ODS, LLC,
an Ohio limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, certify that the following persons, who are known to me or proved to me on the basis of satisfactory evidence to be the persons described, personally appeared before me this day; each acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____ (Name) as _____ (Title) of Cabarrus County, a body politic and political subdivision of the State of North Carolina.

Date: _____

_____, Notary Public
My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, certify that the following persons, who are known to me or proved to me on the basis of satisfactory evidence to be the persons described, personally appeared before me this day; each acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____ (Name) as _____ (Title) of Kannapolis ODS, LLC, an Ohio limited liability company.

Date: _____

_____, Notary Public
My commission expires: _____



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**MARCH 7, 2016
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at March 21, 2016 Meeting

SUBJECT:

Finance - Construction and Renovation Fund Budget Update - Project Ordinance and Related Budget Amendment

BRIEF SUMMARY:

Since the Construction and Renovation Fund is a multi-year fund and is not included with the annual budget process, a yearly review is completed to estimate the revenues that will be received in the fund for communication tower lease payments. Estimates of the FY16 lease payments are \$80,000.

Through a budget amendment and revised Construction and Renovation Project Ordinance this agenda item recognizes the new estimated revenues and corresponding available equipment expenditures.

REQUESTED ACTION:

Motion to approve the revised Constructions and Renovation Project Ordinance and the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date:	1/20/2016	Amount:	\$80,000
Dept. Head:	Susan Fearington	Department:	Finance-Construction & Renovation Radio Tower
Internal Transfer Within Department Departments/Funds		Transfer Between Supplemental Request	
<p>Purpose: Fund 343 is a multi-year fund. This budget amendment updates the revenues for funds received for tower lease payments from several cell phone providers. The revenue from the providers is being updated based on the estimated \$80,000 FY16 revenues.</p>			

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
34362740-6614	Rental Fees-Tower Ls	\$498,137.00	\$80,000.00		\$578,137.00
34392740-9331	Minor Off Equip & Furn	\$1,676,550.66	\$80,000.00		\$1,756,550.66
	Total				

ATTACHMENTS

- [Construction & Renovation Project Ordinance](#)

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

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

Section I.

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

Capital Projects Fund (Capital Reserve Fund)	\$9,973,472
Contribution from Convention/Visitors Bureau	\$150,000
Rental – Tower Lease	\$578,137
Lease Proceeds (Wallace Park)	\$3,421,394
General Fund Contribution	\$3,969,634
Sale of Fixed Assets	\$21,222
Contributions and Donations	\$127,036
TOTAL REVENUES	\$18,240,895

- D. The following appropriations are made as listed.

Contribution to School Construction Fund	
Fund for School roofs/Improvements	\$2,738,950
Sealing/Caulking Board of Commissioners	\$170,219
Governmental Center HVAC - BOC	\$79,335
Downtown Parking Deck	\$75,000
Government Center Chiller Replacement	\$175,000
Tax Collector Renovation	\$153,500
Jail Camera Upgrade	\$47,000
LEC Law Enforcement Technology	\$700,000
Demolition of old Jail and new Parking	\$2,343,936
Courthouse Chiller	\$128,970
District Attorney Office Renovations	\$236,707
Northeast VFD Emergency Hydrants	\$40,000
EMS Harrisburg Fire Station	\$375,000
EMS Concord Fire Station	\$368,591
Emergency Communications Equipment	\$1,951,529
JM Robinson High School Wetlands Mitigation	\$100,000
Building and Grounds DHS HVAC	\$148,284
Renovation of Human Services Building	\$904,107
DHS Child Support Renovations	\$129,000

Frank Liske Park Tennis Court Lighting	\$135,000
Frank Liske Park Overflow Parking	\$165,000
Rocky River School Park	\$250,846
Rocky River School Park Lighting	\$155,800
South East Community Park Land Acquisition	\$3,421,394
South East Community Park Improvements	\$1,341,672
Cox Mill Elementary Park	\$250,000
Camp T.N. Spencer Park HELMS	\$47,950
Active Living Parks Senior Center Renovations	\$363,912
Historic Courthouse Fountain	\$40,000
Kannapolis Library Renovations Program Room	\$73,193
Arena HVAC Equipment Replacement	\$1,000,000
Arena High Man Lift	\$131,000
TOTAL EXPENDITURES	\$18,240,895

GRAND TOTAL – REVENUES	\$18,240,895
GRAND TOTAL – EXPENDITURES	\$18,240,895

Section II.

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

appropriated but unencumbered funds.

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

Section III.

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

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

Adopted this the 21st day of March, 2016.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

MARCH 7, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at March 21, 2016 Meeting

SUBJECT:

Finance - KCS Agency Agreement - Kannapolis Middle School

BRIEF SUMMARY:

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

The Board of Education shall cause the Kannapolis 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.

The Agency Agreement has already been reviewed and approved by the County Attorney.

REQUESTED ACTION:

Motion to approve the Kannapolis City Schools Agency Agreement for the Kannapolis Middle School project, subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Farrington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[KMS Agency Agreement](#)

[KMS property description](#)

AGENCY AGREEMENT

THIS AGENCY AGREEMENT is executed by and between the KANNAPOLIS 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");

WITNESSETH:

WHEREAS, the County has leased to the Board property for a proposed 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"); and

WHEREAS, 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 hereto are now duly authorized to execute and enter into this Agency Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

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

The County hereby irrevocably 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 the Installment Payments under the 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 Agreement all of its rights and powers under all purchase orders and contracts as it enters 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 said 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, for one dollar (\$1.00) and other good and valuable consideration in hand received, does hereby accept the foregoing appointment as agent of the County for the purposes set forth in Section I hereof.

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 therefore, 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 thereof to the Board or any other circumstance whatsoever with respect thereto, including but not limited to, any suitability thereof for any purpose; (b) the design or condition thereof; (c) the safety, workmanship, quality or capacity thereof (d) compliance thereof with the requirements of any law, rule specification or contract pertaining thereto; (e) any latent defect; (f) the ability thereof to perform any function; (g) that the funds advanced pursuant to the Installment Agreement will be sufficient (together with other available funds of the Board) to pay the cost of constructing the Project; (h) or any

other characteristic of the Project; it being agreed that all risks relating to the Project, the completion thereof or the transactions contemplated hereby 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 WHEREOF, the parties hereto have executed and attested this Agency Agreement by their officers thereunto duly authorized as of the day and year first written above.

KANNAPOLIS BOARD OF EDUCATION

By: _____
Chairperson

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 in Number Four Township, Cabarrus County, North Carolina and being Lot No. 1 as shown on the property of W. Rickard Rodgers, Sr. and Virginia M. Rodgers, which map is on file in the office of the Cabarrus County Register of Deeds in Map Book 51, page 61.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**MARCH 7, 2016
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at March 21, 2016 Meeting

SUBJECT:

Finance - North Carolina Education Lottery Payment Applications for School Capital

BRIEF SUMMARY:

Lottery proceeds in the amount of \$2,000,000 were included in the FY16 General Fund budget to pay a portion of debt service related to public school debt. Upon approval by the Cabarrus County Schools Board of Education, the Kannapolis City Schools Board of Education and the Cabarrus County Commissioners, two payment applications will be submitted to the Department of Public Instruction for the funds.

The Cabarrus County Schools application will be for \$1,754,000 and the Kannapolis City Schools application will be for \$246,000, for a total of \$2,000,000.

REQUESTED ACTION:

Motion to authorize the Chairman to execute the Public School Building Capital Fund applications to release funds from the North Carolina Education Lottery Fund and to approve the related budget amendment and updated Capital Project Ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date:	2/10/2016	Amount:	\$2,000,000.00
Dept. Head:	Susan Fearrington, Finance Director	Department:	Finance-Public School Building Cap Fund
"Internal Transfer Within Department Departments/Funds		"Transfer Between pSupplemental Request	
Purpose: This amendment records the Public School Building Capital Lottery funds requested from the Department of Public Instruction. The funds will be used towards the FY16 school debt service payments. Cabarrus County Schools' portion is \$1,754,000 and Kannapolis City Schools' portion is \$246,000			

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
32067210-6444	Lottery Proceeds	\$14,419,308.00	\$2,000,000.00		\$16,419,308.00
32097210-9704	Cont to General Fund	\$14,419,308.00	\$2,000,000.00		\$16,419,308.00
	Total				

ATTACHMENTS

- [CCS Application](#)
- [KCS Application](#)
- [Pub Sch Bldg Project Ordinance](#)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Cabarrus

Contact Person: Kelly Kluttz

LEA: Cabarrus County #130

Title: Finance Director

Address: PO Box 388 Concord, NC 28026

Phone: 704-262-6144

Project Title: 2015-16 Debt Service for School Construction

Location: Concord, NC

Type of Facility: Debt Service for School Construction (COPS 2009)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt Service for COPS 2009 issued to build and renovate School Buildings for the Cabarrus County School District

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	_____
Repair _____	_____
Debt Payment / Bond Payment _____	1,754,000.00
TOTAL _____	\$ 1,754,000.00

Estimated Project Beginning Date: 7-1-15 Est. Project Completion Date: 6-30-16

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 1,754,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Cabarrus

Contact Person: Will Crabtree

LEA: Kannapolis City Schools #132

Title: Director of Business Operations

Address: 100 Denver St. Kannapolis, NC

Phone: 704-262-6144

Project Title: 2015-16 Debt Service for School Construction

Location: Concord, NC

Type of Facility: Debt Service for School Construction (COPS 2009)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt Service for COPS 2009 issued to build and renovate School Buildings for the Cabarrus County School District

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		246,000.00
TOTAL	_____	\$	246,000.00

Estimated Project Beginning Date: 7-1-15 Est. Project Completion Date: 6-30-16

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 246,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

Attachment number 2 \n

PUBLIC SCHOOL BUILDING CAPITAL PROJECTS FUND BUDGET ORDINANCE

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

Section I.

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

Lottery Proceeds	\$16,419,308
Lottery Proceeds – Rowan County	300,000
TOTAL REVENUES	\$16,719,308

- D. The following appropriations are made as listed.

Debt Service	\$16,419,308
Debt Service – Rowan County	300,000
TOTAL EXPENDITURES	\$16,719,308

GRAND TOTAL – REVENUES	\$16,719,308
GRAND TOTAL – EXPENDITURES	\$16,719,308

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and

revenues within a function without limitation.

2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

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

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

Adopted this the 21st day of March, 2016.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**MARCH 7, 2016
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at March 21, 2016 Meeting

SUBJECT:

Human Resources - Employee Benefits Renewal FY 2016-2017

BRIEF SUMMARY:

County staff would like to continue to offer two health plan options for Cabarrus County employees in FY 2017. The two options include an Open Access Plan (OAP) paired with a health reimbursement account and a Consumer Driven Plan (CDP) paired with a health savings account. Under both plans, employees share in the cost of insurance and participate in the consumerism of health care costs.

To maintain the health insurance plan design and premium structure, the cost will increase from \$7,692.00 per employee per month to \$7,722 per employee per year.

Staff would like to present a restructured non-tobacco use premium discount program to remain compliant with the NC General Statute. In addition, discuss the fee structure at the Employee Health and Wellness Center due to the IRS requirement for the payment of non-preventative care services.

REQUESTED ACTION:

Motion to approve the FY 2016-2017 benefits renewal.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Johanna Ray, Health and Wellness Manager
Lundee Covington, Human Resources Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



MEDICAL PLAN

Experience Update, 2016 – 2017 Renewal Expectation, and Stop-loss Options



February 16, 2016

2016 – 2017 Plan Design



	2016 - 2017 Renewal	
	Renewal	
	CIGNA Self-funded OAP	CIGNA Self-funded HSA
	In-Network	In-Network
	Health Reimbursement Account	Health Savings Account
County Contribution	\$225	\$750
Coinsurance Limit	Single \$4,150 Family \$9,300 (includes deductible)	Single \$3,500 Family \$5,000 (Includes deductible)
Lifetime Maximum	None	None
Deductible - Individual	\$1,000	\$1,500
Deductible - Family	\$3,000	\$3,000
Office Visits to Your PCP	\$30 Copay	Ded/Coinsurance
Office Visit to a Specialist	Ded/Coinsurance	Ded/Coinsurance
Wellness Benefits	100%	100%
Inpatient Hospital Care	Ded/Coinsurance	Ded/Coinsurance
Outpatient Surgery	Ded/Coinsurance	Ded/Coinsurance
Emergency Room Visit	Ded/Coinsurance	Ded/Coinsurance
Urgent Care	Ded/Coinsurance	Ded/Coinsurance
Prescription Drugs	\$5/\$45/\$60 - 2x Mail	Ded/Coinsurance
Benefit Percentage	80%	80%

2016 - 2017 Renewal



Budgeted Rates for 2016 - 2017			
	Total Cost	OAP - Base Rate	HSA - Base Rate
		Employee Cost	Employee Cost
Employee/Retiree	\$643.50	\$100.00	\$100.00
Spouse		\$482.00	\$450.00
Children		\$401.00	\$340.00
Family		\$772.00	\$690.00
	Total Cost	OAP - Tier 1 Discount	HSA - Tier 1 Discount
		Tobacco User or Non-Aim Participant Employee Cost	Tobacco User or Non-AIM Participant Employee Cost
Employee/Retiree	\$643.50	\$50.00	\$50.00
Spouse		\$432.00	\$400.00
Children		\$351.00	\$290.00
Family		\$722.00	\$640.00
	Total Cost	OAP - Tier 2 Discount	HSA - Tier 2 Discount
		Non-Tobacco User and AIM Participant Employee Cost	Non-Tobacco User and AIM Participant Employee Cost
Employee/Retiree	\$643.50	\$0.00	\$0.00
Spouse		\$382.00	\$350.00
Children		\$301.00	\$240.00
Family		\$672.00	\$590.00



Current

\$100,000 Specific Stop-Loss (SSL)				
2014	SSL	Reimbursement	Premium	Difference
Total	\$100,000	\$129,949.18	\$1,004,643.00	\$874,693.82
2015	SSL	Reimbursement	Premium	Difference
Total	\$100,000	\$431,572.53	\$1,004,643.00	\$573,070.47
		\$561,521.71	\$2,009,286.00	\$1,447,764.29

Recommended

\$200,000 Specific Stop-Loss (SSL)				
2014	SSL	Reimbursement	Premium	Difference
Total	\$200,000		\$376,593.00	\$376,593.00
2015	SSL	Reimbursement	Premium	Difference
Total	\$200,000	\$153,999.90	\$376,593.00	\$222,593.10
		\$153,999.90	\$753,186.00	\$599,186.10

Non-Tobacco Use Discount

- Employees receive a \$50 monthly premium discount on health insurance for being tobacco free.
- Based on Section 95-28.2 of the North Carolina General Statutes, the non-tobacco use premium discount is proposed to be restructured.
- Employees will have the opportunity to receive the discount based on participating in a smoking cessation program. Outcome of the program will not change the discount received.
 - Utilize current resources
 - Health Coach at the Employee Health and Wellness Center
 - CHS free Quit Smart program

Employee Health Center

- Based on IRS guidelines, Cabarrus County will need to implement a fee for sick visits only for HSA participants
 - Preventative, wellness and health coaching services will not be charged
 - Only sick visits and diagnostic labs
 - Proposed fee would be \$5.00
 - Begin July 1, 2016
 - Collection methods are being researched





CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

MARCH 7, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at March 21, 2016 Meeting

SUBJECT:

Sheriff's Office - Animal Shelter Fee Schedule

BRIEF SUMMARY:

On February 1, 2016, the County took over the operations of the County Animal Shelter. Fees were reviewed for animal adoptions as well as fees to be charged to rescue operations that help facilitate the placement of animals until their future home is found. A fee schedule is attached for review and discussion. The basis of the fees is to cover the cost of the services provided.

REQUESTED ACTION:

Motion to adopt fee schedule for the Animal Shelter.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Amy Birchfield, Animal Shelter Manager
David Taylor, Animal Control

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Fee Schedule](#)

Animal Shelter Fees

Dogs/Puppies:

- \$ 10.00 Rabies Vaccine
- \$ 5.00 DAAP Vaccine
- \$ 5.00 Bordetella Vaccine
- \$ 15.00 Heartworm Test + first heartworm prevention pill
- \$ 10.00 Deworm/Fecal/De-Flea (capstar)
- \$ 5.00 Microchip
- \$ 50.00 Total shelter cost
- \$ 50.00 Spay/Neuter (outside clinic service)
- \$ 100.00 Total adoption fee (male or female)

Cats/Kittens:

- \$ 10.00 Rabies Vaccine
- \$ 5.00 FVRCP Vaccine
- \$ 20.00 Combo FIV/FeLV test
- \$ 10.00 Deworm/Fecal/De-Flea (capstar)
- \$ 5.00 Microchip
- \$ 50.00 Total shelter cost
- \$ 40.00 Spay/Neuter (outside clinic service)
- \$ 90.00 Total adoption fee (male or female)

Medical Services offered to Rescue Organizations and Fees:

Dogs/Puppy:

- \$ 10.00 Rabies Vaccine
- \$ 5.00 DAAP Vaccine
- \$ 5.00 Bordetella Vaccine
- \$ 15.00 Heartworm Test
- \$ 10.00 Fecal/Deworming
- \$ 5.00 Capstar
- \$ 50.00

Cats/Kitten:

- \$ 10.00 Rabies Vaccine
- \$ 5.00 FVRCP Vaccine
- \$ 20.00 Combo FIV/FeLV test
- \$ 10.00 Deworm/Fecal
- \$ 5.00 De-Flea (capstar)
- \$ 50.00

Animal Control Fines:

Pet Reclaim Fees:

- 1st Offence \$ 50.00
- 2nd Offence \$ 150.00
- 3rd Offence \$ 250.00

Boarding fees per night \$10

Cat/Dog Trap Rental: no charge



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

MARCH 7, 2016
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Tax Collection - Advertisement of 2015 Tax Liens on Real Property

BRIEF SUMMARY:

NC General Statute 105-369 requires counties to report the amount of unpaid taxes for the current year, 2015, that are liens on real property, less bankruptcies and Tax Commission appeals, and to set an advertisement date.

2015 Real Estate:	\$6,029,816.21
Less: Bankruptcies/PTC Appeals	\$1,129,338.21 (Cannot Advertise)
Total:	\$4,900,478.00 (Balance as of March 2, 2016)

Requested date of Advertisement of Tax Liens : March 20, 2016

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to approve the report of 2015 Outstanding Delinquent taxes that are liens on real property and order the Tax Collector to advertise the tax liens on Sunday March 20, 2016.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

R Eddie Mitchum, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

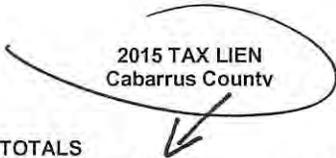
[Report](#)

2015 TAX LIEN: BN/TC
Cabarrus County

YEAR ASSESSED	PRINCIPAL	DISCOUNT	TOTALS FOR C INTEREST	ADVL TAX BALANCE DUE	COUNTY TAX REAL VALUE	PERSONAL VALUE	TOTAL
2015	1,099,112.64	0.00	30,225.57	1,129,338.21	353,224,020.00	0.00	353,224,020.00
TOTALS	1,099,112.64	0.00	30,225.57	1,129,338.21	353,224,020.00	0.00	353,224,020.00

RUN DATE: 3/2/2016 8:30 AM

2015 TAX LIEN
Cabarrus County



YEAR ASSESSED	PRINCIPAL	DISCOUNT	GRAND TOTALS		REAL VALUE	PERSONAL VALUE	TOTAL
2015	5,882,805.10	0.00	INTEREST	BALANCE DUE	1,544,252,060.00	0.00	1,544,252,060.00
			147,011.11	6,029,816.21			
TOTALS	5,882,805.10	0.00	147,011.11	6,029,816.21	1,544,252,060.00	0.00	1,544,252,060.00



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

MARCH 21, 2016
6:30 P.M.

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Human Resources - Recognition of Deputy Pamela Ford on Retirement from Cabarrus County Sheriff's Office
2. Planning and Development- Cabarrus Soil and Water Conservation District - Recognition of Annual Conservation Contest Winners
3. Proclamation - National County Government Month April 2016
4. Proclamation - National Donate Life Month April 2016
5. Proclamation - Week of the Young Child

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

E. OLD BUSINESS

F. CONSENT AGENDA

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

discretion of the Board.)

1. County Manager - Community Meeting at Coddle Creek Reservoir Report
2. County Manager - NCDOT Purchase of Right-of-Way at Winecoff Elementary School
3. Finance - Construction and Renovation Fund Budget Update - Project Ordinance and Related Budget Amendment
4. Finance - KCS Agency Agreement - Kannapolis Middle School
5. Finance - North Carolina Education Lottery Payment Applications for School Capital
6. Human Resources - Employee Benefits Renewal FY 2016-2017
7. Sheriff's Office - Animal Shelter Fee Schedule
8. Sheriff's Office - Request to Award a Service Weapon to Deputy Pamela Ford Upon Retirement
9. Tax Administration - Refund and Release Report - February 2016

G. NEW BUSINESS

1. Cooperative Extension - Proposed Amendment to the Code of Ordinances Regarding the Voluntary Agricultural District Ordinance - Public Hearing 6:30 P.M.
2. Planning and Development - 2016-2017 HOME Program - Public Hearing 6:30 P.M.
3. County Manager - Sewer Easement Agreement at New Odell 3-5 School

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments - Adult Care Home Community Advisory Committee
2. Appointments - Nursing Home Community Advisory Committee
3. Appointments - Region F Aging Advisory Committee
4. Appointments - Agricultural Advisory Board

I. REPORTS

1. County Manager - Monthly Reports on Building Activity
2. County Manager - Monthly New Development Report
3. DHS - Quarterly Report
4. EDC - February 2016 Monthly Summary Report
5. Finance - Monthly Financial Update
6. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
7. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE ADA COORDINATOR AT 704-920-2100 AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING.

Scheduled Meetings:

April 4	Work Session	4:00 p.m.	Multipurpose Room
April 18	Regular Meeting	6:30 p.m.	BOC Meeting Room
May 2	Work Session	4:00 p.m.	Multipurpose Room
May 16	Regular Meeting	6:30 p.m.	BOC Meeting Room
May 24	Budget Workshop	4:00 p.m.	Multipurpose Room
May 26	Budget Workshop	4:00 p.m.	Multipurpose Room

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

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

Channel 22 Broadcast Schedule

Cabarrus County Board of Commissioners' Meetings

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

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



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

MARCH 7, 2016
4:00 P.M.

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Economic Development and Pending Litigation

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
MARCH 7, 2016**

SUPPLEMENTAL INFORMATION:

- 3-10 Tax Collection – Advertisement of 2015 Tax Liens on Real Property Pg. 72**
- **Order to Advertise**



ORDER OF THE BOARD OF COUNTY COMMISSIONERS
IN ACCORDANCE WITH N.C.G.S. 105-369

State of North Carolina
County of Cabarrus

TO: R. Eddie Mitchum, Tax Collector of Cabarrus County

You are hereby authorized, empowered and commanded to advertise tax liens on real property for failure to pay 2015 property taxes. You shall advertise said liens by posting a notice of liens at the county courthouse and by publishing each lien at least one time in a newspaper having general circulation in the taxing unit. Advertisement of the liens shall be made on Sunday March 20, 2016.

This order shall be a full and sufficient authority to direct, require and enable you to advertise said liens in accordance with North Carolina General Statute 105-369. Witness my hand and official seal, this 7th day of March, 2016.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Megan Smit
Clerk to the Board of County Commissioners