



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

AIR FORCE JUNIOR ROTC
NORTHWEST CABARRUS HIGH SCHOOL

INVOCATION

PASTOR TOM CABANISS
KANNAPOLIS FIRST BAPTIST CHURCH

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes Pg. 12

B. APPROVAL OF THE AGENDA

1. Including Changes to the Agenda Pg. 289

C. RECOGNITIONS AND PRESENTATIONS

1. BOC - Recognition of Jessica Castrodale on Her Service to the Public Health Authority of Cabarrus County Pg. 40
2. Planning and Development Services - Recognition of Brenda E. Cook and Todd C. Berg for Their Service on the Cabarrus Planning and Zoning Commission Pg. 41
3. Cooperative Extension - Proclamation for National 4-H Week Pg. 43

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

E. OLD BUSINESS

1. County Manager - Update on KCS QSCB (Qualified School Construction Bonds) Projects Pg. 46

F. CONSENT AGENDA

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

1. Finance - Ongoing Projects Budget Amendment, Phase II Pg. 48
2. Human Services (Transportation Division) - Approval of Additional Positions for 5310 Grant and Related Budget Amendment - \$77,549 Pg. 55
3. ITS (E911 Addressing) - Bostian Fisher Road - NCDOT Maintenance Abandonment Request Pg. 57
4. ITS - Approval of Agreement for Data and Phone Services for Cabarrus County Facilities with Time Warner Cable Business Class Pg. 62
5. Planning and Development Services - Language Access Plan Pg. 92
6. Planning and Development/Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract Pg. 104
7. Tax Administration - Refund and Release Report - August 2012 Pg. 153
8. Tax Administration - Write-Off of 2002 Real and Personal Outstanding Taxes Pg. 167
9. County Manager - Appointment of the County Finance Officer per General Statue 159-24 and Approval of New Signature Cards and Deposit Account Resolutions with SunTrust Bank Pg. 170
10. County Manager - New Cingular Wireless Lease for Mt. Pleasant Communication Tower Pg. 193

G. NEW BUSINESS

1. Finance - Qualified School Construction Bonds (QSCB) Reallocation Request for Kannapolis City Schools - \$446,200 Pg. 218
2. County Manager - Discussion of One Time Projects to be Funded by Excess Fund Balance Pg. 224
3. BOC - NCACC Solicitation of County Legislative Goals Proposals for FY 13-14 Pg. 231

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointment (Removals) - Council for a Sustainable Local Economy (CSLE) Pg. 261
2. Appointments (Removal) - Juvenile Crime Prevention Council (JCPC) Pg. 264

3. Appointments - Cardinal Innovations Healthcare Solutions Pg. 267

I. REPORTS

1. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees Pg. 271
2. Request for Applications for County Boards/Committees Pg. 272
3. Community Advisory Committees (CAC) - 2011 Annual Report Pg. 283

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

1. Closed Session - Attorney-Client Privilege & Economic Development (if needed.) Pg. 287

M. ADJOURN

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

Scheduled Meetings:

October 1	Work Session	4:00 p.m.	Multipurpose Room
October 15	Regular Meeting	6:30 p.m.	BOC Meeting Room
November 5	Work Session	4:00 p.m.	Multipurpose Room
November 19	Regular Meeting	6:30 p.m.	BOC Meeting Room

Mission: Through visionary leadership and good stewardship, we will ensure public safety, administer state requirements, determine county needs and provide services to 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
Sunday - Tuesday
Thursday & Friday**

**1:00 P.M.
6:30 P.M.
6:30 P.M.**



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Approval or Correction of Minutes

SUBJECT:

Approval or Correction of Meeting Minutes

BRIEF SUMMARY:

The following meeting minutes are provided for correction or approval:

August 6, 2012 (Work Session)
August 20, 2012 (Regular Meeting)

REQUESTED ACTION:

Motion to approve the aforementioned meeting minutes as presented.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Kay Honeycutt, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [Work Session](#)
 - [Regular Meeting](#)
-

The Board of Commissioners for the County of Cabarrus met for an Agenda Work Session in the Multipurpose Room at the Cabarrus County Governmental Center in Concord, North Carolina on Monday, August 6, 2012 at 4:00 p.m.

Present - Chairman: Elizabeth F. Poole
 Vice Chairman: Larry M. Burrage
 Commissioners: Christopher A. Measmer
 Robert W. Carruth
 H. Jay White, Sr.

Also present were Mike Downs, County Manager; Richard M. Koch, County Attorney; Pam Dubois, Deputy County Manager and Kay Honeycutt, Clerk to the Board.

Call to Order

Chairman Poole called the meeting to order at 4:03 p.m.

Approval of Agenda

Chairman Poole presented the following changes to the Agenda:

Discussion Items - No Action

Supplemental Information:

3.3 BOC - Old Bethel School Upset Bid Process - Results/Update
 Woodson University's Upset Bid

Discussion Items with Action on August 6

Supplemental Information:

4.5 General Services - Human Services Center Renovations Construction Bid Award

- HSC Renovations Bid Tabulation
- Ike's Construction Bid for HSC Renovations

Changes to the Agenda August 20, 2012

Additions:

Recognitions and Presentations

C.6 BOC - Recognition of Charles L. Phillips for His Service on the Public Health Authority

UPON MOTION of Commissioner Measmer, seconded by Vice Chairman Burrage and unanimously carried, the Board approved the work session agenda as amended.

Discussion Items - No Action

PBH - 4th Quarter Dashboard Report for Mental Health, Intellectual/Development Disabilities, and Substance Abuse Services

Anna Yon, PBH (Piedmont Behavioral Healthcare) Community Operations Center Director, presented the FY 2012 Fourth Quarter Dashboard Report. She also responded to questions from the Board.

The report included the following information:

- Cabarrus County Funding
- Number of Consumers Served by Funding
- Registry of Unmet Needs for Cabarrus County
- Number of Consumers Served and Expenses by Service Category
- Provider Information for Cabarrus County - Number of Consumers Served and Payments
- Detailed Services by Provider and Number of Consumers Served

A brief discussion ensued. No action was taken.

County Manager - Update on CCS and KCS QSCB (Qualified School Construction Bonds) Projects

Len Witke, Cabarrus County Schools (CCS), presented the following information as an update on the QSCB projects for CCS. He also responded to questions from the Board.

QSCB Design and Construction Projects Milestone Report

School	Project	Complete	Current Status	Issue Design Review	Bid Issue Date	Pre-Bid Meeting	Bid Opening Date	Construction Start	Completion Date	Notes
Central Cabarrus High	Electrical Vault Upgrade per Code	15%	Drafting Contract	3/29/12	5/29/12	5/30/12 1:30PM	6/11/12 2:30PM	8/1/12	2/1/13	
Central Cabarrus High	Office Modifications for Security	67%	Partner	5/25/11	10/12/11	10/20/11 3PM	10/20/11 2 PM	12/2/11	2/5 & 9/12/2012	Minor painting remains to be completed with Talamon Pen
Central Cabarrus High	Windows and Doors	63%	Construction	5/25/11	10/12/11	10/20/11 3PM	10/20/11 2 PM	12/2/11	5/25/12	Delay due to Asbestos Cause Abatement
Central Cabarrus High	Servers, Switches, Wireless, Wiring	83%	Construction	10/11/12 2PM	2/1/12	2/16/12 1PM	2/22/12 3PM	6/18/12	7/4/12	Cabling installation in underlay
Central Cabarrus High	Telecommunications Room Remodeling	67%	Construction	Complete	NA	NA	NA	6/1/12	6/29/12	Project underway as CO to Office Modifications
Central Cabarrus High	Chiller & Controls Replacement	52%	Construction	1/16/12	2/1/12	2/22/12 9AM	3/6/12 11AM	6/18/12	7/30/12	Chiller and Cooling Tower Delivered 6/26
Concord High School	Chiller & Cooling Tower Replacement	73%	Construction	10/16/11	10/23/11	11/29/11	1/29/12	4/6/12	4/18/12	Awaiting Closeout CoC Received
Concord High School	Control Replacement	73%	Construction	3/25/12	4/16/12	4/24/12 3PM	5/2/12	6/25/12	8/10/12	Preconstruction Meeting week of 6/27
Concord High School	Dining Expansion	85%	Final List	1/9/11	10/16/11	11/10/11 3PM	11/17/11 3PM	12/22/11		
Concord High School	Auditorium	67%	Final List	1/9/11	10/16/11	11/10/11 3PM	11/17/11 3PM	1/12/12	6/30/12	Awaiting Aisle Lighting
Concord High School	Switches, Wireless, Wiring	63%	pending additional work	12/15/12	12/19/11	12/21/11 10AM	1/4/2012 3PM	6/1/12	7/1/12	

School	Project	Complete	Current Status	Issue Design Review	Bid Issue Date	Pre-Bid Meeting	Bid Opening Date	Construction Start	Completion Date	Notes
J.N. Fries Middle School	Partial Roof Replacement	43%	Construction	1/9/11	10/15/11	10/20/11 10AM	10/20/11 2PM	12/28/11	2/1/12	CoC received - report submitted to OPI
J.N. Fries Middle School - PLC	Classrooms and offices	95%	Construction	6/15/11	6/26/11	7/7/11	7/19/11	7/25/11	9/30/11	Awaiting CoC
J.N. Fries Middle School	AVC, new VAV boxes, and controls	43%	Construction	1/16/12	2/1/12	2/22/12 9AM	3/6/12 11AM	6/18/12	7/25/12	
Northwest Cabarrus High	Gym Addition	15%	Design	6/6/12	6/13/12	6/1/12	6/18/12	1/9/12	6/21/13	Design Development due July
Northwest Cabarrus High	Chiller & Cooling Tower Replacement	75%	Construction	10/16/11	10/23/11	TBD	11/29/11	2/27/12	4/18/12	Awaiting Closeout CoC Received
Northwest Cabarrus High	Control Replacement	75%	Construction	3/25/12	4/16/12	4/25/12 3 PM	5/2/12	6/25/12	8/10/12	Preconstruction Meeting week of 6/27
Northwest Cabarrus High	Switches, Wireless, Wiring	90%	Construction	12/15/11	12/19/11	12/21/11 3PM	1/4/2012 4PM	6/1/12	7/7/12	Cabling installation underway
Northwest Cabarrus Middle	Servers, Switches, Wireless, Wiring	83%	Project Closeout	10/20/12 2 PM	1/16/12	1/23/2012 10AM	1/27/12 3:30PM	4/7/12	6/30/12	Cabling Complete awaiting equipment
Northwest Cabarrus Middle	Heat Pumps	73%	Construction	1/16/12	2/1/12	2/22/12 9AM	3/6/12 11AM	6/18/12	8/1/12	Pre-construction Mtg 4:00 1/30 AM
Various Schools - Buses/ Panels	Upgrade Electrical Panels per Code	15%	Drafting Contract	3/25/12	6/18/12	6/22/12 2:30PM	6/29/12 2:30PM	8/1/12	1/1/13	
Wendell Elementary School	Servers, Switches, Wireless, Wiring	100%	Drafting Contract	6/1/12	6/18/12	6/20/12 10:00 AM	6/28/12 3:00 PM	TBD	TBD	Project Modification

School	Project	Complete	Current Status	Issue Design Review	Bid Issue Date	Pre-Bid Meeting	Bid Opening Date	Construction Start	Completion Date	Notes
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School	Project	Complete	Current Status	Issue Design Review	Bid Issue Date	Pre-Bid Meeting	Bid Opening Date	Construction Start	Completion Date	Notes
Beverly Hills Elementary	Kitchen Hood Replacement	100%	Complete	7/16/11	7/17/11	7/21/11	7/29/11	10/21/11	10/23/11	CoC received - report submitted to OPI
Cotrane Webb Elementary School	Wagner School Remodeling	100%	Complete	6/1/11	6/7/11	6/9/11	6/23/11	7/12/11	8/12/11	CoC received - report submitted to OPI
Central Cabarrus High	Servers, Switches, Wireless, Wiring	100%	Complete	7/16/11	7/17/11	7/21/11	7/29/11	9/15/11	9/30/11	Awaiting CoC
Mt. Pleasant Middle School	Kitchen Hood Replacement	100%	Complete	7/16/11	7/17/11	7/21/11	7/29/11	9/21/11	9/23/11	CoC received - report submitted to OPI
R. Brown McAllister Elem.	Kitchen Hood Replacement	100%	Complete	7/16/11	7/17/11	7/21/11	7/29/11	9/21/11	9/23/11	CoC received - report submitted to OPI
Beverly Hills Elementary	Windows	100%	Complete	6/1/11	6/7/11	6/9/11	6/23/11	1/23/12	2/1/12	CoC received - report submitted to OPI
Cotrane Webb Elementary	Wagner School Technology	100%	Complete	6/30/11	10/11/11	10/11/11 10:00am	10/18/11 3PM	11/22/11	11/27/11	Closeout Complete awaiting CoC of C
Jay M. Robinson High	Servers, Switches, Wireless, Wiring	100%	Project Closeout	12/8/11	12/12/11	12/16/2011 3PM	1/3/2012 3PM	4/7/12	4/24/12	Final Walkdown scheduled 6/12
Concord Middle School	Servers, Switches, Wireless	100%	Project Closeout	1/9/2012 2PM	1/16/12	1/23/2012 1 PM	1/27/12 3PM	4/7/12	6/3/12	Complete awaiting closeout documents
Mt. Pleasant Middle School *	Servers, Switches, Wireless, Wiring	100%	Construction	1/9/11	10/16/11	10/13/11 3:30P	11/29/2011 3PM	4/7/12	4/30/12	

Kelly Kluttz, Cabarrus County Schools (CCS), presented the following information as an update on funding for the QSCB projects for CCS. She also responded to questions from the Board.

Report on QSCB Funded Project Status

Cabarrus County Schools QSCB Funded Project Status As of July 24, 2012												
School	Project Description	Total Original Project Budget	Change in Budget	Requested Budget Amendment	Adjusted Project Budget	Amount Accrued	Paid to Date	Bid Amount - Not encumbered	Encumbered Future Expenses	Contingency for open projects	Balance Remaining	Project Complete
Beverly Hills Elementary	Replace Windows in Four Classrooms	50,000	28,853		78,853	-	78,741				1,112	100%
Cotrane Webb Elementary	Remodel for Wagner School Program	150,000	(28,853)	(40,943)	79,204	1,500	77,704				1,500	100%
Central Cabarrus High	Replacement Windows & Doors	525,000	(136,899)	42,343	430,444	155,277	275,167		40,900		(8,697)	83%
Central Cabarrus High	Office Renovation & New Entry Vest	150,000	(79,577)		70,423	36,413	34,010				36,413	97%
Concord High School	Replace Chiller & Controls	865,451	(17,899)		847,552	318,451	529,101			46,127	26,148	75%
Concord High School	Dining Room Addition	300,000	62,000		362,000	34,414	327,586		35,000		6,723	87%
Concord High School	Auditorium Improvements	175,000	(33,500)		141,500	18,500	123,000		8,500		10,500	87%
Northwest Cabarrus High	Replace Chiller & Controls	685,171			685,171	368,673	316,497			20,000	56,000	70%
Northwest Cabarrus High	Gym Addition	1,360,000	1,127,638		2,487,638	171,757	1,715,881		2,356,318			10%
PLC - J.N. Fries Middle	Remodel One Wing for PLC Program	200,000			200,000	-	187,364		2,000		10,636	92%
Subtotal		4,841,621	1,276,401		6,118,022	884,674	5,233,348		2,426,964	75,930	78,000	
Mechanical, Electrical and Plumbing Engineering												
Central Cabarrus High	Replace Chiller & Controls	875,183	(20,000)		855,183	711,860	433,340			30,500	77	83%
Central Cabarrus High	Electrical Vault Code Upgrade	225,000			225,000	6,969	218,031	187,780		6,000	13	12%
Mt. Pleasant Elementary	AVC System Replacement	785,467	(100,000)		685,467	627,763	50,148			8,000	0	46%
Northwest Cabarrus Middle	Replace Heat Pump in 8th Grade Wing	228,685			228,685	166,425	11,490			(5,774)	(3)	70%
Various Schools - Buses/ Panels	Electrical Panel Testing and Compliance plus Safety Equipment	275,648			275,648	12,367	263,281	245,334		40,000	50,000	10%
Subtotal		2,389,983	(200,000)		2,189,983	1,889,194	684,118	433,614		108,970	81,000	
Roof Replacement												
J.N. Fries Middle School	Partial Roof Replacement	200,000			200,000	-	83,413		136,587		0	42%
Subtotal		200,000			200,000		83,413		136,587		0	
Food Service Improvements												
Beverly Hills Elementary	Kitchen Hood Modifications	50,000	14,400		64,400	-	64,400				46	100%
Mt. Pleasant Middle School	Kitchen Hood Modifications	50,000	8,636		58,636	-	58,636				46	100%
R. Brown McAllister Elem.	Kitchen Hood Modifications	50,000	22,698		72,698	-	71,505				703	100%
Subtotal		150,000	45,734		195,734		194,541				163	
Information Technology Upgrades and New Systems												
Central Cabarrus High	Servers, Switches, Wireless, Wiring	275,000	(51,877)		223,123	14,465	211,088			5,147	13,146	83%
Concord High School	Switches, Wireless, Wiring	60,000	4,000		64,000	514	42,276		5,210		(3)	80%
Concord Middle School	Servers, Switches, Wireless	300,000			300,000	-	147,626				4,173	100%
Jay M. Robinson High	Servers, Switches, Wireless, Wiring	300,000	25,000		325,000	61,854	340,812				22,334	100%
J.N. Fries Middle School	Servers, Switches, Wireless, Wiring	140,000	7,546		147,546	-	147,748				0	100%
Mt. Pleasant Middle School	Servers, Switches, Wireless, Wiring	180,000	(25,346)		154,654	-	151,841				2,813	100%
Northwest Cabarrus High	Switches, Wireless, Wiring	51,000	24,000		75,000	18,360	53,364				4,206	88%
Northwest Cabarrus Middle	Servers, Switches, Wireless, Wiring	140,000			140,000	-	133,154				0	95%
Wendell Elementary School	Servers, Switches, Wireless, Wiring	125,000	31,000		156,000	4,507	147,278				2,221	100%
Subtotal		1,916,000	56,923		1,972,923	87,387	1,384,436		147,276	51,210	18,801	88,538
Postponed projects												
Concord High School	Vocational Building Remodeling	150,000	(130,000)		20,000	-	500				15,000	0%
Northwest Cabarrus High	Upgrade Entrance Canopy & Security	175,000	(175,000)		-	-	-				-	0%
Beverly Hills Elementary	Replace Chiller & Controls	322,558	(207,858)		114,700	-	38,577				23	0%
Mt. Pleasant High School	New System	85,000	(58,473)		26,527	-	2,961				3,000	0%
Mt. Pleasant Middle School	Replace Chiller & Controls	478,018	(20,000)		458,018	-	408,577				49,441	0%
Cotrane Webb Elementary	Kitchen Hood Modifications	50,000	(47,000)		3,000	-	3,000				100	0%
Hickory Ridge High School	Wireless	25,000	(25,000)		-	-	-				-	0%
Mt. Pleasant High School	Wireless	30,000	(30,000)		-	-	-				-	0%
Concord High School	Wagner Room Addition and Remodel	150,000			150,000	6,864	368				36,000	0%
Northwest Cabarrus High	Practice Athletic Fields & Buildings	400,000	(340,000)		60,000	-	34,032				20,000	0%
Subtotal		1,861,616	(1,283,682)		577,934		8,864				82,183	
TOTALS FOR ALL PROJECTS												
		11,762,887	1,846,866		13,609,753	2,884,368	4,338,678		641,482	2,715,076	222,782	904,418

With regard to the QSCB projects for KCS (Kannapolis City Schools), Will Crabtree reported the chiller and lighting replacement projects at A.L.

Brown High School have been completed and the control projects at Jackson Park and Woodrow Wilson Elementary Schools are expected to be finished next week. Although the roof project at KIS (Kannapolis Intermediate School) is well underway, it will take a couple of months to complete. Issues have arisen with the HVAC project at KIS and contingency funds will be used to bring the project up to code. No action was taken.

BOC - Old Bethel School Upset Bid Process - Results

As an update to the old Bethel School upset bid process, Chairman Poole announced an upset bid was received earlier today from Woodson University for \$14,750.00. The next bid due date is August 16th at 10:00 a.m. For a bid to be considered, it must be in a minimum amount of \$15,537.50.

BOC - NCACC Solicitation of County Legislative Goals Proposals for FY 13-14

Chairman Poole presented the following information related to a request from the NCACC (North Carolina Association of County Commissioners) for Legislative Goals Proposals for FY 13-14:

Information from the Commissioners' Association concerning the submission of legislative goals for the FY 13-14 biennium is attached. Goals received on or before September 17 will be referred to the appropriate NCACC steering committee for review and consideration. Goals submitted after this date will be sent directly to the Legislative Goals Committee for review.

Commissioner Carruth advised the NCACC is looking for commissioners willing to serve on the steering committees and presented an overview of the steering committee process.

Chairman Poole requested recommendations from the Board be submitted to the Clerk within the next two weeks.

Discussion Items for Action at August 20, 2012 Meeting

Finance - Qualified School Construction Bonds (QSCB) Reallocation Request for Central Cabarrus High School - \$42,343

Len Witke, CCS (Cabarrus County Schools), presented the following information related to a QSCB (Qualified School Construction Bonds) reallocation request for Central Cabarrus High School:

The Cabarrus County School Finance staff requests a reallocation of \$42,343.00 at Central Cabarrus High School. QSCB funds of \$42,343.00 will be reallocated from the Coltrane Webb Elementary School Magnet School Program remodeling project to the Central Cabarrus High School window replacement project. Per the School staff, the Coltrane Webb Elementary School project is complete and came in under budget and funds are needed at Central Cabarrus High School for unanticipated asbestos abatement for the window replacement project. The reallocation request will be presented to Board of Education for formal approval on August 6, 2012.

Mr. Witke also responded to a variety of questions from the Board concerning the budgetary impact to the Coltrane Webb kitchen hood replacement project and electrical issues. Commissioner White advocated the need for a prioritized plan for the future.

Solid Waste - Ordinance Acknowledging New Conditions of Existing Solid Waste Collection and Disposal Franchise Agreement with Republic Services, Inc. and Renewing the Franchise Agreement Through December 31, 2017 - Second Reading

As a follow-up from the July 16, 2012 meeting, Commissioner White advised he has not received any telephone messages from Terri Masten with Waste Pro of North Carolina and only received one e-mail from her. He asked Board members to forward any information they received from her.

Kevin Grant, Sustainability Manager, reported the ordinance has not changed since its first reading on July 16, 2012.

Kyle Bilafer, General Services Director, was also in attendance.

County Manager - NCDOT Request to Purchase Right-of-way

Pam Dubois, Deputy County Manager, presented the following information related to a request from the NCDOT (North Carolina Department of Transportation) to purchase a right-of-way:

The NC Department of Transportation (NCDOT) has submitted a request to purchase a right-of-way for the extension of George Liles Parkway. The affected parcel is part of the land purchased for Winkler Middle School, but the planned road extension does not affect the school or its facilities. The request is to purchase .608 acres for \$18,825.00. In the past, the Board of Commissioners has designated proceeds from land purchases at schools to the affected school.

Richard M. Koch, County Attorney, advised the property in question is part of a COPS (Certificate of Participation) financing. Therefore, approval from the lending institution, Regions Bank, will be required.

Commissioner White advised the middle school needs an emergency egress on the back side of the school property and suggested the County Manager contact the Department of Transportation.

Mike Downs, County Manager, advised he would have a response from NCDOT by the regular meeting.

General Services - Approval of Bid Award for FY 2012-2013 Purchase of Service Truck(s)

Kyle Bilafer, General Services Director, presented the following information relating to the purchase of service trucks:

Sealed bids were solicited for the FY 2012 - 2013 service truck replacements and received on July 23, 2012. Staff has reviewed the bids and recommends the bid be awarded as follows:

- (4) 1/2 Ton Trucks - Ben Mynatt
- (1) 1-Ton Truck - Hilbish Ford

One of the five (5) trucks GS (General Services) plans to purchase is a 1-ton model. The County has the opportunity to buy a 2012 model, if a purchase order is submitted by August 10, 2012. This scenario saves money, estimated at \$2,600.00 and allows the county to receive the truck in a couple of months. Waiting for the 2013 1-ton models will require rebidding and delivery of the truck will occur after January 2013. Due to time constraints, action on this item is requested at the work session.

Mr. Bilafer responded to a variety of questions from the Board. He also reviewed the vehicles' mileage and any particular mechanical issues associated with them.

Mike Downs, County Manager, advised the proposal is consistent with the County's fleet replacement policy.

Commissioner White suggested the policy be revisited and mileage cut-off be increased. Commissioner Carruth advised that vehicles are now lasting 200,000 miles or more.

The bid tabulation is as follows:

	Truck #1	Truck #2	Aggregate
Company	½ Ton Truck 145" Wheelbase (4)	1 Ton Truck 162" Wheelbase w Service Body (Knapheide) (1)	Total
Hilbish Ford	\$24,634.00	\$32,227 + \$5,262.52 (Service Body) = \$37,489.52	
	\$98,536.00	\$37,489.52	\$136,025.52
Ben Mynatt (60-90 days delivery)	\$24,454.05	no bid - Chevrolet cannot provide a 9' body	
	\$97,816.20		\$97,816.20
Parks Chevrolet	no bid	no bid	
			\$0.00
Beachum & Lee Ford	no bid	no bid	
			\$0.00
Lum's Ford	no bid	no bid	
			\$0.00
Sir Walter Chevrolet (Raleigh)	\$24,471.00	no bid	
	\$97,884.00		\$97,884.00

In accordance with NCGS 143-129, the following bid notice was posted to the Cabarrus County website on July 9, 2012.

"FY2013 Service Trucks"

This letter extends an invitation for the submission of a bid to supply Cabarrus County with apparatus, supplies, materials, equipment and/or services as indicated above. Sealed bids for the above will be received at the office of the Cabarrus County Purchasing Agent, Finance Office, Cabarrus County Government Center, 2nd floor, 65 Church Street, SE, Concord, North Carolina, up to 3:00 PM, Monday, July 23, 2012, at which time they will be opened and publicly read. The public opening and reading will take place in the Board of Commissioners' Meeting Room, Government Center, 2nd Floor, 65 Church Street, SE, Concord, NC no later than 3:00 PM, according to the clock on the meeting room wall. Two (2) copies of your proposal response should be submitted in a sealed opaque envelope plainly marked with the description as follows: "FY2013 Service Trucks". Cabarrus County reserves the right to reject any and all bids and to waive formalities.

Instructions for the preparation and submission of a bid are contained in the attached packet. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink. If you do not desire to offer a bid, please return this package and so indicate by a signature in the space provided on the Bid Response Form, included in this Invitation to Bid document. Otherwise, your name may be removed from our list of potential bidders to whom invitations to bid are forwarded.

The Finance Office, in writing, as an addendum shall issue any approved changes to the conditions and specifications as presented in this invitation to bid to this document. When an addendum is issued, the bid opening date may be extended at the discretion of Cabarrus County. Any bid submitted which does not acknowledge receipt of an issued addendum will not be considered. This receipt can be noted in the space provided on the Bid Response Form included in this Invitation to Bid document.

Cabarrus County has an equal opportunity purchasing policy and seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. Cabarrus County encourages utilization of minority and women-owned business enterprises in our procurement activities. Cabarrus County provides equal opportunity for all businesses and does not discriminate against any bidder regardless of race, color, religion, age, sex, national origin or disability. A Minority Business Enterprise (MBE) is defined as a business, owned (51% minimum) and controlled by a person of African-American (BBE), Asian-American (ABE), Native-American (NBE), or Hispanic (HBE) descent. A Woman-Owned Business is one owned (51% minimum) and controlled by a non-minority woman (WBE).

A response from your firm to this invitation to bid would be appreciated. Questions should be directed to Connie White at (704) 920-3262.

Sincerely,
Sherri Barnhardt, CLGPO, CPPB

UPON MOTION of Commissioner White, seconded by Commissioner Carruth and carried, with Chairman Poole and Commissioners Carruth, Measmer and White voting for and Vice Chairman Burrage voting against, the Board suspended its rules of procedures in order to take action on this item due to time constraints.

UPON MOTION of Commissioner White, seconded by Commissioner Carruth and carried, with Chairman Poole and Commissioners Carruth and White voting for and Vice Chairman Burrage and Commissioner Measmer voting against, the Board approved the bid award as recommended by staff to release a purchase order for the 2012 1-ton truck from Hilbish Ford for \$37,489.52 and an additional purchase order for the four (4) ½-ton trucks from Ben Mynatt Chevrolet Cadillac for a total of \$97,816.20.

General Services - Human Services Center Renovations Construction Bid Award

Kyle Bilafer, General Services Director, advised sealed bids were solicited for the Human Services Center renovations. Staff reviewed the submittals and recommends the bid be awarded to Ike's Construction. In order to meet project deadlines, he requested the Board suspend its rules of procedures and award the bid at the work session. He and Mike Downs, County Manager, responded to questions from the Board.

The bid tabulation is as follows:

Bidders	Base Bids Total	Alternate 1	Alternate 2	Total of Base Bid + Alternates
Edison Foard Construction Services	\$500,000.00	\$13,870.00	\$109,300.00	\$623,170.00
Holden Building Co., Inc.	\$492,000.00	\$18,300.00	\$145,655.00	\$655,955.00
Ike's Construction, Inc.	\$430,000.00	\$14,000.00	\$99,000.00	\$543,000.00
J.D. Goodrum General Contractors	\$469,000.00	\$16,000.00	\$119,000.00	\$604,000.00
LCJ Construction Co., Inc.	\$518,325.00	\$13,285.00	\$114,000.00	\$645,610.00
Liles Construction Co., Inc.	\$437,900.00	\$14,505.00	\$114,293.00	\$566,698.00
MV Momentum Construction	\$446,200.00	\$14,000.00	\$104,400.00	\$564,600.00
Morlando Construction	\$461,000.00	\$23,700.00	\$145,800.00	\$630,500.00
Murray Construction Company of Monroe, Inc.	\$585,108.00	\$15,500.00	\$126,000.00	\$726,608.00
Myers & Chapman, Inc.	\$447,000.00	\$17,000.00	\$106,000.00	\$570,000.00
Southside Constructors, Inc.	No Bid	No Bid	No Bid	No Bid
T.K. Browne Construction	\$492,085.00	\$21,073.00	\$109,733.00	\$622,891.00

In accordance with NCGS 143-129, the following bid notice was posted to the Cabarrus County website on July 17, 2012.

Invitation for Bid for Human Services Center Renovations

Notice is given hereby that sealed proposals will be received by Cabarrus County on Wednesday, August 1st at 3:30 PM EST in the Board of Commissioners Room located on the second floor of the Governmental Center, 65 Church St., SE, Concord, NC and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment for the Human Services Center Renovations. The scope of the project is the renovations of about 16,500 square feet of the building which is located at 1303 South Cannon, Blvd., Kannapolis, NC.

Bids shall be received as follows:

Single Prime Bids will be received for General Contract which will include all of the work.

Plans for bidding will be issued as follows:

a. General contract bidders shall be issued one (1) composite set of plans and specifications including HVAC, Plumbing, and Electrical.

Complete plans, specifications, and contract documents will be open for inspection in the office of the architect, Yates Chreitzberg Hughes Architects, located at 145 Union St. South, Concord, NC.

Plan Deposit

Bidders may receive one (1) copy of the bid documents listed above upon payment of \$75.00 deposit (\$75.00 per set), completely refundable for each set returned to the Architect, postpaid, in satisfactory condition, within 10 days after the bid opening.

Additional copies of the plans and specifications may be secured by a bidder upon payment of \$75.00 per set, non-refundable.

All contractors are hereby notified that they must have proper license under the State laws governing their respective trades.

There will be a MANDATORY pre-bid meeting July 18th at 9:00 AM at the location, 1303 South Cannon Blvd. in Kannapolis. We will meet in the main building lobby. After the meeting the space to be renovated will be open for walkthrough and inspections until 4:00 PM that day. Any walkthroughs after that day will need to be coordinated at the owner's convenience.

Each proposal shall be accompanied by a deposit of cash or certified check on some bank or trust company insured by the Federal deposit Insurance Corporation in an amount equal to 5% of the gross amount of the proposal. In lieu thereof, such bidders may file a bid bond executed in accordance with the conditions as prescribed by GS 143-129 as amended. The deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award is approved by the board or fails to give satisfactory surety as required by law.

A performance bond will be required for one hundred (100%) for the contract price and a payment bond will be required for one hundred (100%) of the contract price. Form bonds shall be A.I.A. Document A-311.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of thirty (30) days.

The owner reserves the right to reject any or all bids, to waive informalities, and to award contracts in the best interest of the owner.

UPON MOTION of Commissioner Carruth, seconded by Commissioner Measmer and unanimously carried, the Board suspended its rules of procedures in order to take action on this item due to time constraints.

UPON MOTION of Commissioner Carruth, seconded by Commissioner Measmer and carried, with Chairman Poole and Commissioners Carruth and White voting for and Vice Chairman Burrage and Commissioner Measmer voting against, the Board approved the bid award to Ike's Construction (\$543,000.00, including Alternates 1 and 2) and authorized the County Manager to execute the contract, subject to revision by the County Attorney.

Planning and Development Services - HOME Public Hearing for End of Year 2011-2012 - 6:30 P.M.

Kelly Sifford, Planning and Development Services Director, requested a public hearing be held at the next meeting for the HOME Program—a federally funded housing rehabilitation program for low-income homeowners. She reported one home was completed with \$59,259.00 spent on the program. She also reported the U.S. Housing and Urban Development (HUD) department experienced delays in releasing the funds to the communities due to environmental reviews. In response to questions from the Board, she advised an annual public hearing is required to obtain program funding and that other action is required.

Human Services (Transportation Division) - Approval of Additional Positions for JARC Grant and Related Budget Amendment - \$68,443.00

Pam Dubois, Deputy County Manager presented the following information related to additional positions associated with the JARC (Job Access Reverse Commute) Federal grant and noted the positions were not included in the FY 12-13 budget process:

The JARC (Job Access Reverse Commute) grant application was approved and provides funding for two new drivers, one full time and one part time. These positions, along with all the JARC positions, are funded for a two year period ending June 30, 2014. As long as the funds are received by the County, the positions will continue to be funded. A budget revision is included in the agenda to re-allocate all grants funds received for the JARC, 5310 and 5311 grants. The end result of the reallocation is \$81,364.00 of excess funds being transferred to the Commissioners' contingency line item.

A discussion ensued. During discussion, Stephen Cude, Transportation Supervisor, Randy Bass, Transportation Director, and Mike Downs, County Manager, responded to questions from the Board. It was noted that approximately 60 percent of the JARC ridership consists of vocational rehabilitation clients and that the purchase of the vehicle, also included in the grant application, was part of the FY 12-13 budget process.

Finance - Ongoing Projects Budget Amendment, Phase 1

Pam Dubois, Deputy County Manager, presented the following information related to a budget amendment to re-appropriate funds for capital projects that have not been completed and/or grant-funded initiatives:

Each year, there are projects that need to be transitioned to the new fiscal year. Projects were not budgeted for FY 2013 because they were underway (or delayed after the budget had been submitted) and anticipated to be completed before year-end. The majority of the projects submitted in August are purchases or contracts that have been initiated, but not completed at year end. In September, an additional list of projects will be provided that are primarily grant related. The amounts of these re-appropriations cannot be determined until the books are closed in early August. Included with this year's re-appropriations is a contract with Ike's Construction for the Harrisburg Park Concession Stand and Announcing Booth. This contract is being funded through the matching grant program through Active Living and Parks. The balance of the funds needed, will be available for this contract should the attached budget revision be approved. The other \$24,022.00 was approved on July 16, 2012 by the Board as part of the matching grant request for FY 2012-2013.

Ms. Dubois and Mike Downs, County Manager, responded to a variety of questions from the Board.

County Manager - Regional Radio System - P25 System

Mike Downs, County Manager, presented information related to grants for the Regional Radio System - P25 System as follows:

Federal Assistance to Firefighters Grant - The Charlotte Fire Department has been awarded \$3,437,500.00 on behalf of Cabarrus County to assist in the funding of the P25 compliant emergency radio system. Included in the available funding is \$2,750,000.00 of federal money and \$678,578.00 of required local funds. The required local funding, per prior commitment to Charlotte, will be funded by the County, the City of Concord, and the City of Kannapolis as follows: Cabarrus County - \$271,431.09; Concord - \$271,431.09 and Kannapolis - \$135,715.60. This funding is included in the FY 12-13 budget.

Mr. Downs and Deputy Jody Johnson also responded to questions from the Board. It was noted that the system will consist of six (6) digital and six (6) analog channels until the final conversion occurs.

Pam Dubois, Deputy County Manager, advised the grant funding is located in a special multi-year fund and is not included in the FY 12-13 operating budget. She also reported the funding for the communication system is generated by cell tower rental receipts.

BOC - Cabarrus (Mt. Pleasant) Correctional Center

Mike Downs, County Manager, advised a recessed meeting has been scheduled for August 27, 2012 at 4:00 p.m. to discuss the Cabarrus (Mt. Pleasant) Correctional Center. He recommended the Board recess its August regular meeting to discuss the matter in detail.

BOC - Old Bethel School - Bid Update

Chairman Poole announced a new upset bid for the old Bethel School property was received. She stated the bid received was from C-Voltaics for \$17,000.00. The Clerk advised the notice would be posted the next morning. The next bid due date is August 17th at 5:00 p.m. For a bid to be considered, it must be in a minimum amount of \$17,900.00.

Approval of Regular Meeting Agenda

The Board discussed the placement of items on the Agenda.

UPON MOTION of Vice Chairman Burrage, seconded by Commissioner Carruth and unanimously carried, the Board approved the August 20, 2012 Agenda as follows:

Approval or Correction of Minutes

- Approval or Correction of Meeting Minutes

Recognitions and Presentations

- Human Services - Child Support Awareness Month
- Library - "411-4 DISTRICTS, 1 BOOK, 1 COMMUNITY" Proclamation
- Library - International Literacy Day Proclamation

- Planning and Development (Soil and Water District) - Recognition of Student Contestants in the NC Association of Soil and Water Conservation Districts Annual Conservation Education Competition
- Planning and Development Services (Soil and Water Conservation District) - Recognition of Boy Scout Troop 38 Member AJ Smith for Achieving the Eagle Scout Rank
- BOC - Recognition of Charles L. Phillips for His Service on the Public Health Authority

Old Business

- BOC - Old Bethel School Upset Bid Process - Results
- Solid Waste - Ordinance Acknowledging New Conditions of Existing Solid Waste Collection and Disposal Franchise Agreement with Republic Services, Inc. and Renewing the Franchise Agreement Through December 31, 2017 - Second Reading

Consent

- Finance - Public School Building Capital Fund North Carolina Education Lottery Applications - \$7,307,518
- Planning and Development - Adequate Public Facilities Mitigation Agreement (APFMA)-Brookdale Commons
- Planning and Development Services - 2012-2013 HOME Program Contract
- Sheriff's - Contract with Cabarrus County Schools for School Resource Officers, \$113,514 Annually
- Tax Administration - Refund and Release Report - July 2012
- Finance - Qualified School Construction Bonds (QSCB) Reallocation Request for Central Cabarrus High School - \$42,343
- Finance - Ongoing Projects Budget Amendment, Phase 1
- County Manager - Regional Radio System - P25 System
- County Manager - New Cingular Wireless Lease for Mt. Pleasant Communication Tower

New Business

- Planning and Development Services - HOME Public Hearing for End of Year 2011-2012 - 6:30 P.M.
- Human Services (Transportation Division) - Approval of Additional Positions for JARC Grant & Related Budget Amendment - \$68,443.00
- County Manager - NCDOT Request to Purchase Right-of-way

Appointments to Boards and Committees

- Appointments - Juvenile Crime Prevention Council (JCPC)

Reports

- Request for Applications for County Boards/Committees
- BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees

7th Floor of the Sheriff's Administration Building

Following the work session, the Board toured the recently renovated 7th floor of the Sheriff's Administration Building.

Adjourn

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage, and unanimously carried, the meeting adjourned at 6:45 p.m.

Kay Honeycutt, Clerk to the Board

The Board of Commissioners for the County of Cabarrus met in regular session in the Commissioners' Meeting Room at the Cabarrus County Governmental Center in Concord, North Carolina on Monday, August 20, 2012, at 6:30 p.m.

Present - Chairman: Elizabeth F. Poole
 Vice Chairman: Larry M. Burrage
 Commissioners: Robert W. Carruth
 Christopher A. Measmer
 H. Jay White, Sr.

Also present were Mike Downs, County Manager; Richard M. Koch, County Attorney; Jonathan Marshall, Deputy County Manager; Pam Dubois, Deputy County Manager and Kay Honeycutt, Clerk to the Board.

Chairman Poole called the meeting to order at 6:30 p.m.

Boy Scout Troop 38 from Poplar Tent Presbyterian Church in Concord conducted the Flag Ceremony. Scouts participating were: AJ Smith, Ian Fuller, Austin Krum and Jason Smith.

Pastor Scott Davis from Pitts Baptist Church in Concord delivered the invocation.

Chairman Poole announced the broadcast schedule for Commissioner meetings aired on Channel 22.

(A) APPROVAL OR CORRECTION OF MINUTES

UPON MOTION of Commissioner White, seconded by Vice Chairman Burrage and unanimously carried, the Board approved the minutes of June 26, 2012 (Recessed Meeting), July 2, 2012 (Work Session), July 16, 2012 (Regular Meeting) and August 1, 2012 (Special Meeting) as written.

(B) APPROVAL OF THE AGENDA

Chairman Poole reviewed the following changes to the Agenda:

Supplemental Information:

Old Business

E-1 BOC - Old Bethel School Upset Bid Process - Update

- August 17, 2012 Bid from Caromark Building Group, LLC - \$20,000

New Business

G-3 County Manager - NCDOT Request to Purchase Right-of-Way

- Letter from NCDOT

UPON MOTION of Commissioner White, seconded by Vice Chairman Burrage and unanimously carried, the Board approved the Agenda as amended.

(C) RECOGNITIONS AND PRESENTATIONS

(C-1) BOC - Recognition of Charles C. Phillips on His Service to the Board of Health and Public Health Authority

Commissioner White presented a certificate of appreciation to Charles C. Phillips for sixteen years of dedicated service. Mr. Phillips served on the County Board of Health from June 19, 1995 to October 21, 1996 and on the Public Health Authority from October 21, 1996 to June 30, 2012.

Mr. Phillips accepted the certificate and expressed appreciation.

(C-2) Human Services - Child Support Awareness Month

Ben Rose, Human Services Director, requested the Board recognize September as "Child Support Awareness Month" in Cabarrus County. He stated over \$9 million in child support was collected in 2011-2012 and commended the Child Support division staff for their efforts and for being designated as a top 25 performing division in the State last year.

UPON MOTION of Commissioner White, seconded by Commissioner Measmer and unanimously carried, the Board adopted the following proclamation:

Proclamation No. 2012-10

CHILD SUPPORT AWARENESS MONTH

IN CABARRUS COUNTY

A PROCLAMATION

WHEREAS, the welfare of our children is the most important responsibility we have as parents. A child should be able to depend on support from both parents; and

WHEREAS, children who do not receive adequate financial and emotional support from both parents may experience greater difficulty in becoming healthy, happy and productive citizens of this County. In such cases, the taxpayers of this County support the children whose parents fail to meet this responsibility; and

WHEREAS, many concerned and dedicated judges, district attorneys, clerks of court, sheriffs' personnel, and child support professionals work to provide this service to Cabarrus County's children . . . our future;

NOW, THEREFORE, BE IT RESOLVED, that the Cabarrus County Board of Commissioners does hereby proclaim the month of September as

CHILD SUPPORT AWARENESS MONTH IN CABARRUS COUNTY

and urges all parents who are currently under court order to regularly pay their child support.

Adopted this the 20th day of August, 2012.

/s/ Elizabeth F. Poole
Elizabeth F. Poole, Chairman
Board of Commissioners

(C-3) Library - "411 - 4 DISTRICTS, 1 BOOK, 1 COMMUNITY" Proclamation

Dana Eure, Library Director, stated every year the public library selects one book for a community read with several programs planned around it. This year *The Hunger Games* by Susanne Collins was selected. She advised the Parks Department, community colleges, as well as other organizations in Cabarrus, Rowan, Stanly and Union Counties joined together to form one community for the "411 - 4 DISTRICTS, 1 BOOK, 1 COMMUNITY" project.

Chairman Poole stated the movie was made in the area and included many local citizens. She urged the public to participate in the program. Ms. Eure also provided Hunger Game brochures to the Board.

UPON MOTION of Commissioner Measmer, seconded by Vice Chairman Burrage and unanimously carried, the Board adopted the following proclamation:

Proclamation No. 2012-11

NORTH CAROLINA

PROCLAMATION

CABARRUS COUNTY

WHEREAS, reading is a joy for all ages which allows young and old to come together in discussion on a variety of topics; and

WHEREAS, every community has special traits that makes it unique. These traits develop over time and are woven into the fabric of its citizens' daily lives. In many ways, our community defines who we are; and

WHEREAS, every community comes together through shared history, shared knowledge, and shared experiences. As our community grows and changes, it can become more difficult to maintain and to honor the traits that are unique and special; and

WHEREAS, the Cabarrus County Public Library and the Cabarrus County Active Living and Parks Department have partnered with the public libraries, parks departments, community colleges and others in Rowan, Stanly and Union Counties to form one community for the 411 - 4 DISTRICTS, 1 BOOK, 1 COMMUNITY project; and

WHEREAS, 411 - 4 DISTRICTS, 1 BOOK, 1 COMMUNITY is one way to bring together each diverse individual in Cabarrus, Rowan, Stanly and Union Counties to share an experience together - the experience of reading the same novel. This collective experience not only encourages literacy; it also

encourages dialogue and the expression of thoughts and ideas among individuals who may not otherwise find a connection; and

WHEREAS, the months of August, September and October, 2012 have been selected for the 411 - 4 DISTRICTS, 1 BOOK, 1 COMMUNITY project; and

WHEREAS, The Hunger Games by Suzanne Collins has been selected for this year's 411 - 4 DISTRICTS, 1 BOOK, 1 COMMUNITY project; and

WHEREAS, in celebration of the 411 - 4 DISTRICTS, 1 BOOK, 1 COMMUNITY project created many ways to come together and participate throughout August, September and October by participating in book discussions, entering contests, participating in Survival Training Days and the Final Event at the Arena, and many other events.

NOW, THEREFORE, the Cabarrus County Board of Commissioners declare the months of August, September and October as 411 - 4 DISTRICTS, 1 BOOK, 1 COMMUNITY Months in Cabarrus County and commend its observance to all citizens.

ADOPTED BY THE BOARD OF COMMISSIONERS of Cabarrus County, North Carolina this the 20th day of August, 2012.

/s/ Elizabeth F. Poole
Elizabeth F. Poole, Chairman
Cabarrus County Board of Commissioners

(C-4) Library - International Literacy Day Proclamation

Susan Suarez Webster, Literacy Coordinator, Cabarrus Literacy Council, announced September 8th will be celebrated as International Literacy Day. She stated the Library and the Cabarrus Literacy Council would like for everyone to acknowledge this important day and recognize the importance of a fully literate community. Dana Eure, Library Director, was also in attendance.

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board adopted the following proclamation:

Proclamation No. 2012-12

Proclamation
Honoring International Literacy Day

Whereas, International Literacy Day will be observed on September 8, 2012, and the observance of International Literacy Day reminds the international community of the status of literacy and adult learning globally; and

Whereas, despite many and varied efforts, literacy remains an elusive target whereby approximately 793 million adults lack minimum literacy skills which means that about one in six adults is still not literate; and

Whereas, 67.4 million children are out-of-school and many more attend irregularly or drop out resulting in more than 16,000 adults in Cabarrus County who do not have a high school diploma; and

Whereas, children of uneducated or undereducated parents have a higher chance of becoming high school dropouts, thus creating a cycle of illiteracy for their future and future generations; and

Whereas, illiteracy can be eliminated by increased public awareness and intensive citizen support of community resources that address literacy needs such as the Cabarrus Literacy Council, Cabarrus County Public Library, the Adult Basic Education, GED programs and Family Literacy program at RCCC, the Sheriff's Department and the Cabarrus County Public Schools; and

Whereas, dozens of community partners are combining resources to serve those in Cabarrus County who face literacy challenges with one-on-one tutoring, classes at the County Detention Center, English classes for speakers of other languages, and reading groups to eliminate illiteracy in Cabarrus County; and

Whereas, this team effort will result in giving adults in Cabarrus County the tools they need to be a better parent, an informed citizen, a safe and efficient employee and a healthier person.

Therefore, the Board of Commissioners of Cabarrus County joins the celebration and encourages all citizens to support the Adult Literacy Programs of the Cabarrus Literacy Council and other mentioned entities in their literacy effort to become a fully literate community and do hereby

proclaim, that September 8, 2012 shall be honored as International Literacy Day.

Adopted this 20th day of August, 2012.

/s/ Elizabeth F. Poole
Elizabeth F. Poole, Chairman
Cabarrus County Board of Commissioners

(C-5) Planning and Development (Soil and Water District) - Recognition of Student Contestants in the NC Association of Soil and Water Conservation Districts Annual Conservation Education Competition

Dennis Testerman, Senior Resource Conservation Specialist, stated the Cabarrus Soil and Water Conservation District has co-sponsored conservation education contests throughout most of its 48 years of existence. The theme for 2012-2013 was "Wetlands Are Wonderful". This year, three Cabarrus students out of 2,501 participants advanced to regional and state-level competitions. He recognized the following winners at the State level:

- Computer Designed Slide Show Contest - 6th Grade
Hannah Watson, Harris Road Middle School (Jodie Hott, teacher) 1st place
- Poster Contest - 6th Grade
Gavin Rickard, Harris Road Middle School (Lara Miller, teacher) 2nd place
- Public Speaking Contest - 7th Grade
Alli Love, C.C. Griffin Middle School (Courtney Smith, teacher) 2nd place

Gavin Rickard was unable to attend. Therefore, Deborah Bost, Harris Road Middle School Assistant Principal of Instruction, held Gavin's poster so the viewing audience could see it.

Hannah Watson and Alli Love had their pictures taken with Mr. Testerman and Soil and Water Conservation District Board of Supervisors Louis Suther and Johnathon Johnson, who were also in attendance.

(C-6) Planning and Development Services (Soil and Water Conservation District) - Recognition of Boy Scout Troop 38 Member AJ Smith for Achieving the Eagle Scout Rank

Dennis Testerman, Senior Resource Conservation Specialist, recognized AJ Smith, a member of Boy Scout Troop 38 in recognition for achieving the rank of Eagle Scout. For his Eagle Scout project, AJ provided leadership in fabricating and installing twelve (12) wood duck nesting boxes in the state-designated, regionally-significant Clarke Creek Heron Rookery Significant Natural Heritage Area. Nesting boxes were installed inside conservation easements on the Cox Mill Elementary School campus and on property owned by the Conservation District within the Natural Area. AJ constructed wood duck nesting boxes for the wetlands behind Cox Mill Elementary School. Mr. Testerman presented AJ with a certificate of appreciation and also thanked the Cabarrus County School system for their cooperation. Vice Chairman Burrage presented AJ with a county lapel pin.

(D) INFORMAL PUBLIC COMMENTS

Chairman Poole opened the meeting for Informal Public Comments at 6:54 p.m. She stated each speaker would be limited to three minutes.

Price Crutchfield, resident of 592 Love Street in Concord, thanked the Board for the opportunity to speak openly and expressed dissatisfaction with the City of Concord, its City Council and with members of the Concord Police Department.

Martha Macon, resident of 1619 Eastwood Drive in Kannapolis, presented the following statement to be included in the minutes:

I'm here to represent the families who depend on our county transportation system to get our adult sons and daughters to CVO/RVO (Cabarrus Vocational Opportunities). This organization rescued us from a dysfunctional program that replaced the Old Cabarrus Workshop. CVO is located across Highway 29 from S & D Coffee.

The same semester I received a master's degree in Special Education in Chapel Hill, our first child was born with Down Syndrome. I was the director of the Arc of Cabarrus during the 1980's. I got to know many families and individuals with intellectual and physical disabilities.

In most cases our public schools served our children well. But what happens when they have their 21st birthday and they no longer have access to public education? CVO/RVO is providing that. But how do they get there? Transportation is VITAL to this work related program. The clients there work on contract jobs that pays them a wage, their paychecks depend on how well and how fast they work. The pride they feel in earning a paycheck, taking it to the bank and cashing it is a big deal. Michael wants his in \$1.00 bills, the thicker the stack the better!

None of this can happen if they can't get to their work site! Each client brings different set of circumstances. If need be, we could fill this room with our sons and daughters along with their support systems, but we decided on this low key approach. About 60 percent trips of transportation are with CVO clients.

I have invited some of you to come see CVO in action. No one has yet taken me up on that offer. However, now I would like to invite each of you to visit and see what a super place and program we have. With an addition to the current building, now underway, there are more folks in need of this service... and the transportation that makes it all possible!

TRANSPORTATION IS CRUCIAL! No matter how great buildings and programs are, you have to get the folks there. Thank you for your time and consideration. And please take me up on my offer to visit CVO!

Robert Simmons, resident of 584 Allison Street in Concord, presented the following statement to be included in the minutes:

On February 8, 2012 I began collapsing from a combination of Chemical Poisoning and being overworked in an oxygen deprived environment while using faulty safety equipment in Salisbury, NC and was taken to the emergency room at Rowan Regional Medical Center. The Doctor overseeing my case whose name was Jeanea Hundley refused to discuss what had happen to me at work or treat me for chemical poisoning by stating that she did not care and did not want to hear about it. She then teamed up with a cardiologist named Telly Meadows to bully and browbeat me into agreeing to an angioplasty by claiming that I would die without this procedure being done and then telling me I had to agree to this procedure immediately or they would not do it at all. After thoroughly questioning Dr. Meadows as to what he planned to do and getting his promise that he was not going to do anything other than the Angioplasty or leave anything inside me I finally agreed. However, instead of just doing the angioplasty the doctor, working alone without any other staff members assisting, inserted a stent in one of my coronary arteries without my informed consent. My employer whom owns an insurance company and is therefore self-insured refused to pay for my medical treatment as the hospital only treated me for the heart attack which they claimed was caused by a blocked artery.

In early March of 2012, realizing that I would not be returning to work for an indefinite period of time and was experiencing serious health problems that I needed to check out, I went to the Cabarrus County Department of Social Services to apply for food stamps and during my interview there I inquired about the procedure to get on the Community Care Program. The young woman handling the interview could not answer the question and so another woman working close by stepped in and told me I had to apply for disability in order to qualify for CCP. I questioned her thoroughly to see if there was any way I could receive free medical treatment without applying for disability and she repeatedly stated no so I left. I began receiving temporary food stamps from DSS while they were awaiting confirmation from my last employer that I was not still working for them but after

thirty days the food stamps stopped. At this time which was in April I began calling DSS trying to find out my status but after six phone calls over a two week period which were never returned I called up and left a message that I wanted to file a complaint.

The phone call was finally returned by a DSS employee named Mr. McNeil (I believe) who was the individual that originally helped me to get the temporary food stamps in March of 2012. I questioned him as to why nobody would return my phone call until I left a message that I wanted to file a complaint. His answer was that he was part of a team which was supposed to be handling cases as a group and that there were plenty of people whom could have responded to my inquiry but they just left it for someone else to do. He also claimed that my verification from my ex employer had not returned and that was why I was not getting food stamps any more. After my conversation with him I began calling to speak with a supervisor and finally received a call back from someone whom stated that the necessary paperwork from my ex employer had come back some five weeks before but nobody on the team had bothered to scan it into the system. I was finally placed on regular food stamps but was still told that I had to file for disability in order to receive any free medical treatment in Cabarrus County. (Note) I believe that Mr. McNeil was trying to help me but being on a team has compromised this.

Because I was experiencing health problems I began trying to get charity hospitals to accept me but was turned down by Rowan Regional Medical Center and stalled by Duke University Medical so in the latter part of June 2012, I called DSS one more time to try and get something in writing explaining what my options were to get the medical treatment I needed. I received a callback from a woman named Janet Greenly whom refused to let me ask my question of whether or not I had to file for disability in order to receive free medical treatment in this county. Instead she launched into a five minute recital about the procedures for disability which had nothing to do with my situation. When she finally stopped her spiel, I asked my question but instead of answering it she started reciting more information which did not answer my question. I finally stopped her and asked her point blank if she knew the answer to my question to which she replied (no she did not). I then asked her to let me speak with someone else whom might be able to answer my question such as a supervisor, but she refused saying that she would not let me speak with anyone else and that she was going to hang up on me. She then stated that she was not going to listen to me as I was undermining her education and then she hung up without ever having said one intelligent thing to help me, she was the eighth DSS employee of a different race and sex than me whom had shown open hostility towards me during my dealings with this county agency. I immediately called back and asked for a supervisor and received a return phone call from one whose name was Mrs. Nance. I explained my situation to her and what had transpired between Janet Greenly and myself and then asked my question of her as to whether or not I had to file for disability in order to receive free medical treatment in Cabarrus County. The answer that Mrs. Nance gave me was no I did not have to file for disability but instead would have to go to the McGill Family Clinic and get a referral from them in order to be eligible for the CCP program, she also explained that an inquiry would be done to see if I qualified.

I began calling the McGill Family Clinic and was given an appointment for some four weeks later and was told that this was the earliest available one, however I called back again and learned from a different person that I could come in before 8 a.m. each morning and they would try and fit me in that day if a spot came open. I showed up on Monday July 2, 2012 at 7:45 a.m. and waited in line behind two white female Americans with their children, at 8 a.m. four Hispanic females from another country showed up and the Hispanic female working at the window whose name is Rosemary told them in Spanish to pass in front of us which they did. All four of these women were trying to do the same as us Americans and get seen quickly rather than waiting weeks for a regular appointment. By 8:45 a.m. all four Hispanic women had already been called into the treatment area by an Hispanic female employee but none of us Americans had yet been

seen. At this time, Rosemary called me out of the waiting room and told me they could not see me that day and for me to go home and they would call me if a spot opened up before my appointment date. There were approximately ten Spanish speaking people now in the waiting area of which none were told to leave. I noticed that Rosemary was smirking at me when she told me to leave and I have learned from experience that she was probably just discriminating against me because she knew she would not be punished for doing so. I came back the next morning and there was another Hispanic woman working at the front window with Rosemary so I signed in with her and went into the waiting area. After I watched over a dozen Hispanics and African Americans whom arrived after me being called into the treatment area. I asked the Hispanic female calling their names if mine was on the list and she said no. I then went up to the front window and asked why I was not on the list being called and was told by the new lady that I was on a different list and would be next up. A few minutes later Rosemary called me up front and took a thirty dollar mandatory cash payment from me to cover the cost of the referral and five minutes later the other woman called my name and I was allowed into the same treatment area as everybody else but by a circuitous route and through a different doorway.

After receiving my referral on July 3, 2012 I left and after the fourth of July holiday, I went to the Cabarrus County Department of Social Services and began the process of applying for the Community Care Program. My first interview was conducted by an African American woman whom treated me with dignity and respect which was a real shock as she was the first woman of her race working at DSS whom had done so. After she took my information I went back into the waiting area and in a short period of time I heard someone calling my name and I began looking for the person calling my name as I could not see them. I finally saw a woman standing in the hallway by the door leading to the interview area which was some fifteen feet from the doorway of the waiting area and went up to her and told her my name. However, instead of walking me into the back to perform the interview she told me to sit at the desk near the doorway to the waiting area where she also sat down. She then asked me why I was trying to get on the Community Care Program so I began to explaining about the chemical poisoning. However, she immediately interrupted me within one minute and said that I was not eligible for this program because I had been injured while working. I asked her why that disqualified me and she said it was because all of the doctors involved in this program were refusing to treat anyone whom had been injured while at work. I decided she was lying so I told her to give me the refusal in writing stating the reasons I was being denied admittance to the Community Care Program. Once she realized that she could not trick me into leaving, she got up from her chair and said she would have to ask her supervisor Mrs. Nance for permission to proceed with my application and then she walked into the back. She returned in a few minutes and told me to follow her into the back and we sat at her desk and did the paper work to start the inquiry. While reading the papers that this woman gave me to sign I learned that her name was Kim Speaks. Afterward, I left and started putting together the necessary documentation that was required of me and after submitting it I called the office of Ben Rose to see if he was interested in learning about the kind of problems that White Males were experiencing with his agency. I had to leave a message for Mr. Rose and was later called by a woman who told me her name was Tricia Baker and that Mr. Rose was out of the office that day and had asked her to handle the matter for him. So I told her of my experiences and explained that I was going to continue trying to reach those higher up in the hopes of solving this problem of female DSS employees openly discriminating and verbally abusing those whom they are prejudiced against.

Solutions to the problem:

- 1) It is my belief that the best way to solve this problem of paper work not being processed quickly is to dismantle the teams as it provides for too much anonymity in their dealings with the public which allows them to get away with refusing to help those whom they are prejudiced against.

- 2) Monitor all phone calls which is not being done or else those whom are openly hostile towards us would stop providing that you do not have incompetent or corrupt management at DSS.
- 3) In regards to questions about receiving help in acquiring free or low cost medical care through DSS, all answers should be accompanied by written information which clearly states what the actual necessary procedures for doing so are, and all refusals for this help should be in writing and signed by the case worker.
- 4) Stop discriminating against White Males during the hiring process at the Cabarrus County Department of Social Services. Legalized discrimination against white heterosexual males is the number one reason why America is no longer number one in many areas where it used to be!

Barbara Burrage, resident of 558 Sagewood Place SW in Concord, spoke in support of Woodson University's bid for the old Bethel School Property, addressed Agenda 21 and expressed dissatisfaction regarding the reorganization of the Department of Aging with the Department of Social Services and Parks Department.

Jason Oesterreich, resident of 800 Towncreek Place in Concord, expressed appreciation for Deputy County Dubois' assistance with his budget questions. He also questioned the need for a property tax rate increase when the County has surplus funds estimated to be in excess of \$16 million, a \$30 million reserve fund and \$650,000 in contingency funds. He also addressed new names assigned to tax payer funds to make spending them more palatable.

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

(E) OLD BUSINESS

(E-1) BOC - Old Bethel School Upset Bid Process - Update

Jonathan Marshall, Deputy County Manager, presented the following information as an update on the old Bethel School upset bid process: by the process approved by the Board, each time a new upset bid is received, a new 10-day advertisement is posted; an upset bid was received on Friday, August 17th; and once a 10-day period passes without receiving an upset bid, the winning bid will be brought before the Board for approval.

Chairman Poole stated an upset bid was received for \$20,000.00 and a minimum bid of \$21,050.00 is required to upset the current bid. The upset bid due date is August 27th at 3:00 p.m.

(E-2) Solid Waste - Ordinance Acknowledging New Conditions of Existing Solid Waste Collection and Disposal Franchise Agreement with Republic Services, Inc. and Renewing the Franchise Agreement Through December 31, 2017 - Second Reading

Chairman Poole announced a second reading of the ordinance is required to renew the Solid Waste Collection and Disposal Franchise Agreement with Republic Services, Inc.

A lengthy discussion ensued. Vice Chairman Burrage and Commissioner Measmer advised this service should have gone out for bids and noted they were unaware, until recently, that other vendors wanted to bid on the services. Commissioner White reported the Board directed county staff some time ago to move forward with Republic's proposal and that the Board was told then there are other vendors that may be interested in bidding.

Kevin Grant, Sustainability Manager, and Kyle Bilafer, General Services Director, were in attendance and responded to questions from the Board.

Commissioner Carruth pointed out the decision to move forward with Republic has already been made and **MOVED** to adopt the ordinance acknowledging new conditions of the existing Franchise Agreement and renewing the Franchise Agreement through December 31, 2017. Vice Chairman Burrage seconded the motion. After Chairman Poole restated the motion, the **MOTION** carried, with Chairman Poole and Commissioners Carruth and White voting for and Vice Chairman Burrage and Commissioner Measmer voting against.

Companies interested in bidding on this service in the future were advised to notify the Board of their interest toward the end of the 2015 calendar year.

In response to a question from the Board, Mr. Grant advised the original contract has a one-time renewal option and when the renewed contract ends, the contract will go out for bids.

The ordinance is as follows:

Ordinance No. 2012-13

ORDINANCE RENEWING THE SOLID WASTE COLLECTION
AND DISPOSAL FRANCHISE AGREEMENT

WHEREAS, Republic Services, Inc. holds a franchise to provide solid waste collection in the unincorporated areas of Cabarrus County and to provide solid waste disposal services for the City of Kannapolis, the Towns of Mt. Pleasant and Harrisburg and the unincorporated areas of Cabarrus County; and

WHEREAS, the conditions of the franchise agreement have been changed or modified by mutual consent to include the following:

1. Republic Services, Inc. will provide curbside residential refuse and bulky waste collection and disposal service to all residential customers requesting such service for a fee of \$14.00 per month per home (includes any fuel recovery fee). Fees are to be paid by the subscriber. Fees are subject to change per franchise terms.
2. Republic Services, Inc. will provide residential (every other week) single stream curbside collection (cart provided by Republic Services, Inc.) for a fee of \$3.04 per month per home. Fees are to be paid by the subscriber. Fees are subject to change per franchise terms.
3. Republic Services, Inc. will accept a maximum of 5 cubic yards (an increase from 2 cubic yards) of bulky waste per resident per pickup. No additional fee for this increase.
4. Republic Services, Inc. will provide the future option of residential (every other week) yard waste collection (for a fee of \$1.00 per month per home) in the unincorporated areas of the county. Fees will be paid by subscriber. Fees are subject to change per franchise terms.
5. Republic Services, Inc. will provide a recycling return for recyclables collected at residential locations within unincorporated areas of the county. Recycling return is to be paid directly to county. Recycling return is estimated at \$10 per ton of recyclables. Recycling return is subject to change per franchise terms.
6. Republic Services, Inc. will lower disposal rate by 3% upon written confirmation of franchise agreement extension. Republic Services Inc. will also lower the disposal rate an additional 2% at the start of the new extension term on January 1, 2013.
7. Republic Services, Inc. rate adjustment will be calculated at 75% of the CPI total percent change.

WHEREAS, the franchise agreement expires December 31, 2012 and may be renewed for one successive period of five years.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Cabarrus that the Solid Waste Collection and Disposal Franchise Agreement with Republic Services, Inc. is renewed for five years, including the change in conditions herein described, on or before January 1, 2013 through December 31, 2017.

Adopted this the 20th day of August, 2012.

/s/ Elizabeth F. Poole
Elizabeth F. Poole, Chairman
Board of Commissioners

Attest:

/s/ Kay Honeycutt
Kay Honeycutt, Clerk to the Board

(F) CONSENT AGENDA

(F-1) County Manager - Regional Radio System - P25 System

Federal Assistance to Firefighters Grant - The Charlotte Fire Department has been awarded \$3,437,500.00 on behalf of Cabarrus County to assist in the funding of the P25 compliant emergency radio system. Included in the available funding is \$2,750,000.00 of federal money and \$678,578.00 of required local funds. The required local funding, per prior commitment to Charlotte, will be funded by the County, the City of Concord, and the City of Kannapolis as follows:

Cabarrus County	\$271,431.09
Concord	\$271,431.09
Kannapolis	\$135,715.60

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board approved payment of Cabarrus' portion (\$271,431.09) of the required local matching funds and the associated budget amendment.

(F-2) County Manager - New Cingular Wireless Lease for Mt. Pleasant Communication Tower

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board tabled "County Manager - New Cingular Wireless Lease for Mt. Pleasant Communication Tower" to the September 17, 2012 regular meeting in order to meet notice requirements.

(F-3) Finance - Public School Building Capital Fund North Carolina Education Lottery Applications - \$7,307,518.00

Accumulated lottery proceeds in the amount of \$7,307,518.00 were included in the FY 13 General Fund budget to pay a portion of debt service related to public school debt. Upon approval by the Cabarrus and Kannapolis Boards of Education and the Cabarrus County Commissioners, two payment applications will be submitted to the Department of Public Instruction for the funds. Cabarrus County Schools' application will be \$6,371,266.00 and Kannapolis City Schools' application will be \$936,252.00 for a total of \$7,307,518.00.

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board authorized the Chairman to execute Public School Building Capital Fund applications to release funds from the North Carolina Education Lottery Fund and approved the following related budget amendment and revised capital project ordinance.

Date: 7/23/2012 Amount: \$7,307,518
 Dept. Head: Susan Fearrington Department: Finance - Public School Building Cap Fd
 Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

Purpose: This amendment records the Public School Building Capital Fund Lottery funds requested from the Department of Public Instruction. The funds will be used towards the FY 13 school debt service payments. Cabarrus County School's portion is \$6,371,266 and Kannapolis City School's portion is \$936,252.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
32067210-6444	Lottery Proceeds	\$6,173,306.45	\$7,307,518.00		\$13,480,824.45
32097310-9704	Cont to General Fund	\$1,713,555.00	\$7,307,518.00		\$9,021,073.00

Ordinance No. 2012-14

PUBLIC SCHOOL BUILDING CAPITAL PROJECTS FUND
 CAPITAL PROJECT ORDINANCE

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

Section 1. The project authorized is for smaller non-debt School Capital Projects and related debt service conducted by the County.

Section 2. 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.

Section 3. The following budgeted amounts are appropriated for the projects:

Public School Expenditures	\$ 8,210,061
Debt Service	9,262,562
	\$17,472,623

Section 4. The following revenues are anticipated to be available to complete this project:

State Public School Funds	\$ 2,897,042
Lottery Proceeds	13,850,813
Contribution from General Fund	724,768
Total	\$17,472,623

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursements to the General Fund should be made in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this capital project ordinance shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Director for direction in carrying out this project.

Section 9. At the completion of each individual project, all unrestricted excess funds are transferred to the General Fund and accounting for the individual Capital Project is written off.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriations within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The 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.
- d. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 20th day of August, 2012.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: /s/ Elizabeth F. Poole
Elizabeth F. Poole, Chairman

ATTEST:
/s/ Kay Honeycutt
Clerk to the Board

(F-4) Finance - Qualified School Construction Bonds (QSCB) Reallocation Request for Central Cabarrus High School - \$42,343.00

The Cabarrus County School Finance staff are requesting a reallocation of \$42,343.00 at Central Cabarrus High School. QSCB funds of \$42,343.00 will be reallocated from the Coltrane Webb Elementary School Magnet School Program Remodeling project to the Central Cabarrus High School Window Replacement project. Per the School staff, the Coltrane Webb Elementary School project is complete and came in under budget and funds are needed at Central Cabarrus High School for unanticipated asbestos abatement for the window replacement project. The reallocation request was presented to Board of Education for formal approval on August 6, 2012.

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board approved the reallocation of \$42,343.00 from the QSCB Coltrane Webb Elementary School Magnet School Program Remodeling project to the Central Cabarrus High School Window Replacement project.

Date: 7/24/2012 Amount: \$42,343
 Dept. Head: Susan Fearrington Department: Finance - QSCB
 Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

Purpose: This budget amendment reallocates QSCB funds from the Coltrane Webb Elementary School Magnet School Program Remodeling project to the Central Cabarrus Window Replacement project. The Central Cabarrus windows needed unanticipated asbestos abatement and the Coltrane Webb project is complete and came in under budget.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
36797336-9821-GEN	Build & Reno- Coltrane	\$121,347.00		\$42,343.00	\$79,004.00
36797307-9821-GEN	Build & Reno-CCHS	\$706,077.00	\$42,343.00		\$748,420.00

(F-5) Finance - Ongoing Projects Budget Amendment, Phase 1

Each year, there are projects that need to be transitioned to the new fiscal year. Projects were not budgeted for FY 2013 because they were underway (or delayed after the budget had been submitted) and anticipated to be completed before year-end. The majority of the projects submitted in August are purchases or contracts that have been initiated, but not completed at year end. In September, an additional list of projects will be provided that are primarily grant related. The amounts of these re-appropriations cannot be determined until the books are closed in early August. Included with this year's re-appropriations is a contract with Ike's Construction for the Harrisburg Park Concession Stand and Announcing Booth. This contract is being funded through the matching grant program through Active Living and Parks. The balance of the funds needed will be available for this contract should the attached budget revision be approved. The other \$24,022.00 was approved on July 16, 2012 by the Board as part of the matching grant request for FY 2012-2013.

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board approved the budget amendment and the contract between Cabarrus County and Ike's Construction; and authorized the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

Date: 8/20/2012 Amount: \$1,241,045.00
 Dept. Head: Pamela S. Dubois Department: General Fund - Various Departments
 Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

Purpose: Fund Balance appropriation from the General Fund for unspent balances from FY 2011 -12 for ongoing projects and grants.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00195410-9331	MO equipment	\$0.00	\$10,000.00		\$10,000.00
00197210-9719	Schools CO RCCC	\$100,000.00	\$484,783.00		\$584,783.00
00197210-9701	Schools CO Cab Co	\$1,020,000.00	\$92,737.00		\$1,112,737.00
00192710-9482	EM Performance Grant	\$0.00	\$7,138.00		\$7,138.00
00192730-9863	Motor Vehicles	\$0.00	\$387,000.00		\$387,000.00
00192210-9504-BM	BG Materials	\$17,000.00	\$13,100.00		\$30,100.00
00191952-9501	Bldg & Grounds	\$948,500.00	\$79,000.00		\$1,027,500.00
00198140-9831-0211	Matching Grants	\$24,022.00	\$69,831.00		\$93,853.00
00198140-9831-0078	Matching Grants	\$0.00	\$16,868.00		\$16,868.00
00198140-9357	Parks Operations	\$16,400.00	\$7,500.00		\$23,900.00
00193270-9860	Equip & Furn	\$0.00	\$14,800.00		\$14,800.00
00191410-9342	Minor Technology	\$1,500.00	\$5,500.00		\$7,000.00
00191410-9445	Purchased Services	\$100,655.00	\$52,788.00		\$153,443.00
00161710-6901	Fund Balance	\$50,000.00	\$1,241,045.00		\$1,291,045.00

Project List

Department	Project / Grant	Fund-I-Dept.- Object-Proj	Amount	Justification
Cooperative Ext	Repairs and Equipment in Teaching Kitchen	00195410-9331	\$10,000.00	Unable to meet the needs of the training kitchen at the end of the fiscal year.
Education - Capital Outlay	Renovation Project at RCCC building 3000 and Renovations at the Business	00197210-9719	\$484,783.00	Board approved additional funds for the Renovations of the RCCC building 3000 to supplement the capital

	and Technology Center			outlay fund for FY 2013 in the amount of \$380,000. The balance of the funds are for the Business and Technology Center renovations
Education - Capital Outlay	Purchase of fuel delivery truck	00197210-9701	\$92,737.00	Truck delayed in delivery. Anticipated delivery by the end of August 2012
Emergency Management	Phase 4 of debris management plan	00192710-9482	\$7,138.00	Phase 4 of the debris management plan was executed in June 2012 and will not be completed until FY 2013
EMS	Purchase of 3 Ambulances	00192730-9863	\$387,000.00	Order on March 28, 2012 and not yet delivered
General Services	PO #270 for Fan and motor for CH AHU#2, ordered on 5/11/2012	00192210-9504-BM	\$13,100.00	Experiencing delayed delivery date
General Services	Retaining Wall between HHW and Fleet Maintenance	00191952-9501	\$33,000.00	Have project designed but not yet bid out
General Services	Kannapolis Meeting Room Renovations	00191952-9501	\$10,000.00	Unable to design and complete the renovation this FY with the burden of the CIP projects and regular departmental projects
General Services	Stamped concrete between HCH and CH	00191952-9501	\$36,000.00	Project will not be able to be completed until after old jail is demolished
Parks	Matching grant projects	00198140-9831-0211	\$69,831.00	Using matching grants funds from FY2012 along with fund from FY 2013 to construct concession stand and announcing booth at Harrisburg Park
Parks	Matching Grant	00198140-9831-0078	\$16,868.00	Balance of funds are to be used to purchase shade structures for two bocce courts, concrete work, fencing, installation of benches and sod.
Parks	Backstop Neeting and post for 2 ball fields	00198140-9357	\$7,500.00	Unable to dig in area for new post prior to end of fiscal year. Related to water irrigation issues on fields. Two of the ball fields were completed in FY 2012.
Soil and Water	Purchase a dock at Clark Creek	00193270-9860	\$14,800.00	Delays in Soil and Water Board approving project
Tax Assessor	Purchase of SPSS Statistical Package software	00191410-9342	\$5,500.00	Unable to place order and expect delivery by year end
Tax Assessor	Contract for Appraisal Services - Speedway	00191410-9445	\$30,788.00	Contract for services not complete at 6/30/2012
Tax Assessor	Bi-Tek Software Enhancements	00191410-9445	\$22,000.00	Software project not completed at 6/30/2012
	Total		\$1,241,045.00	

(F-6) Planning and Development - Adequate Public Facilities Mitigation Agreement (APFMA) - Brookdale Commons

The Board of Commissioners approved a Reservation of Capacity Certificate (ROCC) for the Brookdale Commons subdivision project located on PIN 5506-55-2415 in the Town of Harrisburg on April 16, 2012. The reservation was for 230 single family units. The Harrisburg Town Council approved a preliminary plat for the project on Monday, June 11, 2012. The approved number of units is consistent with the ROCC. The Adequate Public

Facilities Mitigation Agreement (APFMA) may now be executed between Lennar Carolinas, LLC and Cabarrus County.

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board approved the Adequate Public Facilities Mitigation Agreement between Cabarrus County and Lennar Carolinas, LLC for the Brookdale Commons subdivision, including the payment of \$7,631.00 per lot to advance school adequacy with payment due at final platting. By the same motion, the Board authorized the County Manager to execute the Agreement of behalf of Cabarrus County, subject to review or revisions by the County Attorney.

(F-7) Planning and Development Services - 2012-2013 HOME Program Contract

In January the Board of Commissioners held a public hearing for the 2012-2013 HOME Program and the required match was approved during the budget process. The contract is the standard HOME program contract which has been approved by the County Attorney.

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board approved the contract between Cabarrus County and the City of Concord; and authorized the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney. By the same vote, the Board adopted the related project ordinance and budget amendment for the 2012-2013 HOME program.

Ordinance No. 2012-15

CABARRUS COUNTY HOME 2012-2013 GRANT
SPECIAL REVENUE PROJECT ORDINANCE

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

Section 1. The projects authorized is for the Grant Projects for the purpose of receiving and disbursing funds as directed Home Program Grant. The project is referenced in Section 3.

Section 2. The officers of this unit are hereby directed to proceed within the terms of the Generally Accepted Accounting Principles (GAAP), the grant terms and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

HOME Program	\$ 123,411
Total	\$ 123,411

Section 4. The following revenues are anticipated to be available to complete these projects:

HOME Program Grant	\$98,411
Contribution from General Fund	\$25,000
Total	\$ 123,411

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the terms of any debt financing resolutions and any grant agreements or federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agencies in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out the projects.

Section 9. At the completion of each individual project, all unrestricted excess funds are transferred to the General Fund and the Grant Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The 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.
- d. Upon notification of funding increases or decreases to existing grants or revenues or the award of grants or revenues, the Manager or Finance Officer may adjust budgets to match, including grants that require a County match for which funds are available.
- e. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 20th day of August, 2012.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: /s/ Elizabeth F. Poole
Elizabeth F. Poole, Chairman

ATTEST:
/s/ Kay Honeycutt
Clerk to the Board

(F-8) Sheriff's - Contract with Cabarrus County Schools for School Resource Officers, \$113,514.00 Annually

Cabarrus County has provided school Resource Officers to the Cabarrus County School system through a contractual relationship for the past 5 years in both high schools and middle schools. The Schools and the County wish to continue this relationship and have initiated another contract to continue the service. The school system will provide funding for each high school Resource Officer in the amount tied to the State Planning Allotment Formula dated FY 2012-2013. The County will provide in-kind a Resource Officer at each middle school. At the time of this contract, there are 3 high schools and 4 middle schools which the Cabarrus County Sheriff's department serves. The other high schools and middle schools are served by the City of Concord Police Department.

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board approved the contract between Cabarrus County and Cabarrus County Schools; and authorized the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

(F-9) Tax Administration - Refund and Release Report - July 2012

UPON MOTION of Commissioner Carruth seconded by Vice Chairman Burrage and unanimously carried, the Board approved the July 2012 Release-Refund report as submitted and granted authority to the Tax Collector to process the refunds and releases.

RELEASES FOR THE MONTH OF: July 2012 \$25,542.27

BREAKDOWN OF RELEASES:

COUNTY	\$17,988.31
CITY OF CONCORD	\$2,326.83
CITY OF KANNAPOLIS	\$3,918.00
CITY OF LOCUST	\$120.00
CITY OF STANFIELD	\$0.00
TOWN OF HARRISBURG	\$205.32
TOWN OF MIDLAND	\$62.56
TOWN OF MT. PLEASANT	\$513.41
ALLEN F/D	\$34.24
COLD WATER F/D	\$6.22
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$42.28

GEORGEVILLE F/D	\$9.47
GOLD HILL F/D	\$1.87
HARRISBURG F/D	\$168.79
JACKSON PARK F/D	\$3.36
MIDLAND F/D	\$36.36
MT MITCHELL F/D	\$0.00
MT PLEASANT F/D	\$46.02
NORTHEAST F/D	\$0.28
ODELL F/D	\$36.66
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$8.46
KANNAPOLIS RURAL	\$11.61
CONCORD RURAL F/D	\$2.22

REFUNDS FOR THE MONTH OF: July 2012 \$2,527.00

BREAKDOWN OF REFUNDS:

COUNTY	\$547.52
CITY OF CONCORD	\$0.00
CITY OF KANNAPOLIS	\$45.72
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
TOWN OF HARRISBURG	\$0.00
TOWN OF MIDLAND	\$0.00
TOWN OF MT. PLEASANT	\$157.52
ALLEN F/D	\$0.00
COLD WATER F/D	\$141.21
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$0.00
GEORGEVILLE F/D	\$0.00
GOLD HILL F/D	\$0.00
HARRISBURG F/D	\$1,551.14
JACKSON PARK F/D	\$0.00
MIDLAND F/D	\$0.00
MT. MITCHELL F/D	\$0.00
MT. PLEASANT F/D	\$0.00
NORTHEAST F/D	\$0.00
ODELL F/D	\$68.20
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$0.00
WINECOFF F/D	\$0.00
KANNAPOLIS RURAL F/D	\$15.69
CONCORD RURAL F/D	\$0.00

July 2012 Release Refund Detail

Name	Bill#	Reason	District	Amount
ADAMS OUTDOOR ADVERTISING	2012-10462	BI-TEK ERROR REVISED BILL.	C ADVLTAX	65.22
ADAMS OUTDOOR ADVERTISING	2012-10462	BI-TEK ERROR REVISED BILL.	C PEN FEE	6.52
AKINS VAN JAMES	2011-658764	RELEASED 9 MONTHS	FR14ADVLTAX	1.34
AKINS VAN JAMES	2011-658764	RELEASED 9 MONTHS	C ADVLTAX	21.17
ALLEN KIRBY COLSON JR	2012-529109	PRO-RATED BILL RELEASED 10	C ADVLTAX	60.45
ALLEN KIRBY COLSON JR	2012-529109	PRO-RATED BILL RELEASED 10	FR16ADVLTAX	5.28
BARBEE ARLIN LANE	2011-549299	TOTAL RELEASE. TAX BILL NOT	FR04ADVLTAX	18
BARBEE ARLIN LANE	2011-549299	TOTAL RELEASE. TAX BILL NOT	C ADVLTAX	283.5
BARKAT SHAHNAZ	2012-520748	PRO-RATED BILL RELEASED 10	CI01ADVLTAX	1.64
BARKAT SHAHNAZ	2012-520748	PRO-RATED BILL RELEASED 10	FR19ADVLTAX	1.16
BARKAT SHAHNAZ	2012-520748	PRO-RATED BILL RELEASED 10	C ADVLTAX	7.66
BARNHARDT THOMAS ANTHONY	2012-504496	ADJUSTED VALUE PER	CI04ADVLTAX	7.6
BARNHARDT THOMAS ANTHONY	2012-504496	ADJUSTED VALUE PER	C ADVLTAX	9.77
BEAVER CINDY KENYON	2012-524851	RELEASED 10 MONTHS	C ADVLTAX	54.44
BEAVER CINDY KENYON	2012-524851	RELEASED 10 MONTHS	CI02ADVLTAX	36.29
BERG MICHAEL GORDON	2012-506502	PRORATION	FR11ADVLTAX	0.88
BERG MICHAEL GORDON	2012-506502	PRORATION	C ADVLTAX	11.08
BERNSTEIN BRIAN CHASE	2012-510650	ADJUSTED FOR HIGH MILEAGE	C ADVLTAX	7.61
BERNSTEIN BRIAN CHASE	2012-510650	ADJUSTED FOR HIGH MILEAGE	CI02ADVLTAX	5.07
BLACK BRITTANY ANN	2011-568265	VEHICLE REPOSSESSED. TAG	CI04ADVLTAX	43.96
BLACK BRITTANY ANN	2011-568265	VEHICLE REPOSSESSED. TAG	C ADVLTAX	56.52
BOST MICHAEL LEE JR	2008-561133	GR WRONG MICHEAL BOST	C GARNFEE	60
BOST MICHAEL LYNN	2012-523049	PRO-RATED BILL RELEASED 11	C ADVLTAX	52.09
BOST MICHAEL LYNN	2012-523049	PRO-RATED BILL RELEASED 11	CI02ADVLTAX	34.72
BOWMAN CHARLES EDWIN	2011-607137	PRORATION	CI02ADVLTAX	12.62
BOWMAN CHARLES EDWIN	2011-607137	PRORATION	C ADVLTAX	18.93
BRANSCUM ALFRED DEAN	2012-500736	ADJUSTED VALUE PER ONSITE	C ADVLTAX	36.15
BRANSCUM ALFRED DEAN	2012-500736	ADJUSTED VALUE PER ONSITE	FR08ADVLTAX	3.44
BRIAN KING SERVICES	2012-514570	PER TEC	C ADVLTAX	66.91
BRIAN KING SERVICES	2012-514570	PER TEC	CI02ADVLTAX	44.61
BRONE SCOTT GORDON	2011-644987	VEHICLE SOLD. TAG TURNED IN	C ADVLTAX	4.89
BRONE SCOTT GORDON	2011-644987	VEHICLE SOLD. TAG TURNED IN	CI02ADVLTAX	3.26
BROWN CATHY ANNETTE	2011-631654	PRORATION	CI06ADVLTAX	3.38
BROWN CATHY ANNETTE	2011-631654	PRORATION	C ADVLTAX	15.18
BURRIS CLAUDE JACKSON	2012-517415	RENEWED EARLY THEN TOTALED	KTAGFFEEFEE	15
BURRIS CLAUDE JACKSON	2012-517415	RENEWED EARLY THEN TOTALED	CI04ADVLTAX	4.12
BURRIS CLAUDE JACKSON	2012-517415	RENEWED EARLY THEN TOTALED	C ADVLTAX	5.29
BUSCH ANGELA NOREEN	2011-523174	PRORATED	C ADVLTAX	13.6
BUSCH ANGELA NOREEN	2011-523174	PRORATED	CI02ADVLTAX	9.07
BUTLER DANNY ALBERT	2012-512710	PRORATED	C ADVLTAX	70.03
BUTLER DANNY ALBERT	2012-512710	PRORATED	FR01ADVLTAX	3.89
CALDWELL JEFFREY SCOTT	2011-655969	PRO-RATED BILL RELEASED 9	C ADVLTAX	18.67
CALDWELL JEFFREY SCOTT	2011-655969	PRO-RATED BILL RELEASED 9	CI02ADVLTAX	12.44

CALDWELL TAMESHA PARKS	2008-566356	RELEASE GR FEE FROM 2011-NO	C GARNFEE	30
CAMPBELL RENE JORGENSON	2011-643891	PRORATION	CI04ADVLTX	15.34
CAMPBELL RENE JORGENSON	2011-643891	PRORATION	C ADVLTX	19.72
CAMPBELL ROOSEVELT JR	2012-511232	PRO-RATED BILL RELEASED 8	CI04ADVLTX	29.04
CAMPBELL ROOSEVELT JR	2012-511232	PRO-RATED BILL RELEASED 8	C ADVLTX	37.34
CAROLINA PRACTITIONER	2012-512724	PER HIGH MILEAGE.	CI02ADVLTX	14.61
CAROLINA PRACTITIONER	2012-512724	PER HIGH MILEAGE.	C ADVLTX	21.91
CARTER KEVIN MICHAEL	2011-654346	PRORATION	FR16ADVLTX	4.72
CARTER KEVIN MICHAEL	2011-654346	PRORATION	C ADVLTX	53.98
CARTER LYNNE & NANCY	2010-92985	fees added twice	C LEGLFEE	11.9
CARTY MICHAEL DUANE	2012-509335	REMOVE KANNAPOLIS ADD	CI04ADVLTX	201.57
CARTY MICHAEL DUANE	2012-509335	REMOVE KANNAPOLIS ADD	KTAGFFEEFEE	15
CASE BRIAN CHRISTOPHER	2012-510150	LES FORM-STATE OF RECORD	CTAGFFEEFEE	15
CASE BRIAN CHRISTOPHER	2012-510150	LES FORM-STATE OF RECORD	CI02ADVLTX	8.06
CASE BRIAN CHRISTOPHER	2012-510150	LES FORM-STATE OF RECORD	C ADVLTX	12.1
CAUDLE WILLIAM BRAWNER	2012-509459	PRORATION	C ADVLTX	16.71
CAUDLE WILLIAM BRAWNER	2012-509459	PRORATION	FR07ADVLTX	1.99
CAUTHEN PAL JR	2011-520839	PRORATION	CI02ADVLTX	5.41
CAUTHEN PAL JR	2011-520839	PRORATION	C ADVLTX	8.11
CHANDLER RAYMOND MANUEL	2012-527208	PRORATION	CI04ADVLTX	41.55
CHANDLER RAYMOND MANUEL	2012-527208	PRORATION	KTAGFFEEFEE	15
CHAPMAN GARY RAY	2012-521307	SURRENDER OF PLATE AND	CTAGFFEEFEE	15
CHAPMAN GARY RAY	2012-521307	SURRENDER OF PLATE AND	CI02ADVLTX	5.38
CHAPMAN GARY RAY	2012-521307	SURRENDER OF PLATE AND	C ADVLTX	8.06
CHARITY BAPTIST MINISTRIES	2012-515118	APPL FOR MOTOR VEH	KTAGFFEEFEE	15
CHARITY BAPTIST MINISTRIES	2012-515118	APPL FOR MOTOR VEH	C ADVLTX	74.15
CHARITY BAPTIST MINISTRIES	2012-515118	APPL FOR MOTOR VEH	CI04ADVLTX	57.67
CHARNEY THOMAS FRANK	2012-531093	PRORATION	CI02ADVLTX	-53.36
CHARNEY THOMAS FRANK	2012-531093	PRORATION	CI02ADVLTX	53.36
CHARNEY THOMAS FRANK	2012-531093	PRORATION	CI02ADVLTX	213.41
CHARNEY THOMAS FRANK	2012-531093	PRORATION	C ADVLTX	320.12
CHARNEY THOMAS FRANK	2012-531093	PRORATION	C ADVLTX	80.03
CHARNEY THOMAS FRANK	2012-531093	PRORATION	C ADVLTX	-80.03
CHRISTIAN GEORGE WILLIAM JR	2012-526418	IN NEW OWNERS NAME AND TAG	C ADVLTX	83.4
CHRISTIAN GEORGE WILLIAM JR	2012-526418	IN NEW OWNERS NAME AND TAG	CI02ADVLTX	55.6
CLARK MARK DOUGLAS JR	2012-507942	PRORATION	CI02ADVLTX	74.09
CLARK MARK DOUGLAS JR	2012-507942	PRORATION	C ADVLTX	111.14
CLAY LUCIENNE HELEN	2012-526359	PRORATION	C ADVLTX	100.31
CLAY LUCIENNE HELEN	2012-526359	PRORATION	CI04ADVLTX	78.02
CLINE LISA TUCKER	2012-508084	PRORATION	FR17ADVLTX	1.87
CLINE LISA TUCKER	2012-508084	PRORATION	C ADVLTX	19.57
CLINE TONY RAY	2012-526575	SITUS ERROR-REMOVE K CITY	KTAGFFEEFEE	15
CLINE TONY RAY	2012-526575	SITUS ERROR-REMOVE K CITY	CI04ADVLTX	38.83
CLONTZ JENNIFER WILLIAMS	2010-665133	VEHICLE SOLD. TAG	FR04ADVLTX	0.85
CLONTZ JENNIFER WILLIAMS	2010-665133	VEHICLE SOLD. TAG	C ADVLTX	13.36
COCHRANE PAUL CALDWELL	2012-525139	PRORATION	FR07ADVLTX	15.87
COCHRANE PAUL CALDWELL	2012-525139	PRORATION	C ADVLTX	133.24
CORESSEL DAVID GREGORY	2012-508570	REVALUATION PER HI MILEAGE	CI02ADVLTX	22.36
CORESSEL DAVID GREGORY	2012-508570	REVALUATION PER HI MILEAGE	C ADVLTX	33.54
CORNATZER LAUREN NICOLE	2012-515217	ADJUSTED VALUE BASED ON	C ADVLTX	53.8
CORNATZER LAUREN NICOLE	2012-515217	ADJUSTED VALUE BASED ON	CI04ADVLTX	41.85
CRENSHAW PAUL FORREST III	2010-666425	ADJUSTED VALUE PER BILL OF	C ADVLTX	306.5
CRENSHAW PAUL FORREST III	2010-666425	ADJUSTED VALUE PER BILL OF	CI02ADVLTX	204.33
CRITCHFIELD REBECCA	2012-505268	PRORATION	CI02ADVLTX	10.25
CRITCHFIELD REBECCA	2012-505268	PRORATION	C ADVLTX	15.37
DAVIS JERRY PAUL	2012-511415	REVALUE BASED ON TOTAL LOSS	C ADVLTX	13.58
DAVIS JERRY PAUL	2012-511415	REVALUE BASED ON TOTAL LOSS	FR13ADVLTX	1.29
DEASE JASON SCOTT	2012-525697	SITUS ERROR-ADDRESS IS	C ADVLTX	9.51
DEASE JASON SCOTT	2012-525697	SITUS ERROR-ADDRESS IS	KTAGFFEEFEE	15
DEASE JASON SCOTT	2012-525697	SITUS ERROR-ADDRESS IS	CI04ADVLTX	7.4
DOVER JOHN CHARLES JR	2012-507648	PRORATION	CI06ADVLTX	6.91
DOVER JOHN CHARLES JR	2012-507648	PRORATION	C ADVLTX	31.12
DREW TONI SUZETTE	2011-653289	CHECK DATE & LOCKBOX DATE	C GARNFEE	60
DUNLAP TRESHA ROBINSON	2011-576261	PRORATION	CI04ADVLTX	0.62
DUNLAP TRESHA ROBINSON	2011-576261	PRORATION	C ADVLTX	0.8
EARL JOHN EDWARD JR	2012-506559	PRORATION	C ADVLTX	7.35
EARL JOHN EDWARD JR	2012-506559	PRORATION	CI02ADVLTX	4.9
EASLEY KIRA LOCATIS	2012-515950	PRORATION	CI04ADVLTX	7.06
EASLEY KIRA LOCATIS	2012-515950	PRORATION	C ADVLTX	9.08
EAST COAST RESTORATION &	2012-514557	PRORATION	C ADVLTX	54.81
EAST COAST RESTORATION &	2012-514557	PRORATION	CI02ADVLTX	36.54
ECKMAN STEPHANIE ALLEY	2012-513894	VEHICLE SOLD AND TAG TURNED	CI02ADVLTX	94.85
ECKMAN STEPHANIE ALLEY	2012-513894	VEHICLE SOLD AND TAG TURNED	C ADVLTX	142.28
ELY LISA LYNN	2012-512742	PRORATION	C ADVLTX	75.93
ELY LISA LYNN	2012-512742	PRORATION	CI04ADVLTX	59.06
ENGLISH DONNA MOLYNEAUX	2012-526641	PRO-RATED BILL RELEASED 11	C ADVLTX	56.71
ENGLISH DONNA MOLYNEAUX	2012-526641	PRO-RATED BILL RELEASED 11	CI02ADVLTX	37.8
EURY MICHAEL ROY	2011-656433	PRORATION	C ADVLTX	14.28
EURY MICHAEL ROY	2011-656433	PRORATION	CI02ADVLTX	9.52
EVANS STEPHANIE ANNETTE	2012-526300	SITUS IS STANLY COUNTY-FULL	C ADVLTX	132.43
EVANS STEPHANIE ANNETTE	2012-526300	SITUS IS STANLY COUNTY-FULL	CI03ADVLTX	92.49
FARMAN DALE EDWARD	2012-511467	EARLY TURN IN PLATE PRIOR	C ADVLTX	4.73
FARMAN DALE EDWARD	2012-511467	EARLY TURN IN PLATE PRIOR	FR05ADVLTX	0.41
FIDELITY CHIROPRACTIC PLLC	2011-37368	BUSINESS CLOSED 11/2010.	C ADVLTX	62.85
FIDELITY CHIROPRACTIC PLLC	2011-37368	BUSINESS CLOSED 11/2010.	CI04ADVLTX	48.88
FIDELITY CHIROPRACTIC PLLC	2011-37368	BUSINESS CLOSED 11/2010.	C PEN FEE	6.29
FIDELITY CHIROPRACTIC PLLC	2011-37368	BUSINESS CLOSED 11/2010.	CI04PEN FEE	4.89
FINK BOYCE EUGENE	2010-628567	VEHICLE SOLD AND TAG TURNED	C ADVLTX	0.61
FINK BOYCE EUGENE	2010-628567	VEHICLE SOLD AND TAG TURNED	CI04ADVLTX	0.48
FISHER ANDY THOMAS	2011-643950	PRORATION	FR14ADVLTX	1.82
FISHER ANDY THOMAS	2011-643950	PRORATION	C ADVLTX	28.68
FLYNN RICHARD JAMES	2012-523794	PRORATION	C ADVLTX	5.93
FLYNN RICHARD JAMES	2012-523794	PRORATION	CI02ADVLTX	3.95
FRAMPTON TONY CURTIS	2012-507470	ANT AUTO APPL APPRVD/VALUE	FR01ADVLTX	2.28
FRAMPTON TONY CURTIS	2012-508816	ANT AUTO APPL APPRVD/VALUE	FR01ADVLTX	5.16
FRAMPTON TONY CURTIS	2012-508816	ANT AUTO APPL APPRVD/VALUE	C ADVLTX	92.93
FRAMPTON TONY CURTIS	2012-507470	ANT AUTO APPL APPRVD/VALUE	C ADVLTX	40.95
FRAZIER ASHLEY KIMBER	2011-645145	GR TWICE WITHIN 3 DAYS	C GARNFEE	60
GABEL JOHN ROBERT	2012-40385	COMPLIANCE REVIEW TIMELY,	C ADVLTX	374.99
GAMBLE MAURICE	2011-654948	INCORRECT SITUS, RELEASED	CTAGFFEEFEE	15
GAMBLE MAURICE	2011-654948	INCORRECT SITUS, RELEASED	C ADVLTX	30.24
GAMBLE MAURICE	2011-654948	INCORRECT SITUS, RELEASED	CI02ADVLTX	20.16
GEISSMAN GARY LEE	2012-514807	ANT AUTO APPL APPRVD/VALUE	FR11ADVLTX	7.75
GEISSMAN GARY LEE	2012-514807	ANT AUTO APPL APPRVD/VALUE	C ADVLTX	97.65
GENERAL MOTORS LLC	2012-41290	BI-TEK ERROR, RELEASE IN	CI04ADVLTX	33.23
GENERAL MOTORS LLC	2012-41290	BI-TEK ERROR, RELEASE IN	C ADVLTX	41.54
GILLUM SHILOH THOMAS	2012-502083	PER PHOTO/AVG INTERNET	CI02ADVLTX	200.34
GILLUM SHILOH THOMAS	2012-502083	PER PHOTO/AVG INTERNET	C ADVLTX	300.51
GOBLE SABRINA LOCKLEAR	2012-507467	RELEASED 10 MONTHS	C ADVLTX	21.53
GOBLE SABRINA LOCKLEAR	2012-507467	RELEASED 10 MONTHS	FR19ADVLTX	3.25
GOBLE SABRINA LOCKLEAR	2012-507467	RELEASED 10 MONTHS	CI01ADVLTX	4.62
GRALEY RICHARD LEE	2012-529235	PRO-RATED BILL RELEASED 9	C ADVLTX	42.34
GRALEY RICHARD LEE	2012-529235	PRO-RATED BILL RELEASED 9	FR02ADVLTX	3.36
GRESHAM JOANN HAYNES	2011-652932	RELEASE GR FEE-TERMINATED	C GARNFEE	60
GUERRERO LUCILA COBOS	2011-644252	PRO-RATED BILL RELEASED 10	CI04ADVLTX	13.52
GUERRERO LUCILA COBOS	2011-644252	PRO-RATED BILL RELEASED 10	C ADVLTX	17.38
GUNNISON ERIC ANDREW	2011-653349	RELEASE	C ADVLTX	-187.68
GUNNISON ERIC ANDREW	2011-653349	RELEASE	C ADVLTX	187.68
GUNNISON ERIC ANDREW	2011-653349	RELEASE	CI04ADVLTX	145.97
GUNNISON ERIC ANDREW	2011-653349	RELEASE	CI04ADVLTX	-145.97

GUNNISON ERIC ANDREW	2011-653349		C	GARNFEE	-60
GUNNISON ERIC ANDREW	2011-653349	GR FEE ONLY	C	GARNFEE	60
GUNNISON ERIC ANDREW	2011-653349	RELEASE	C	GARNFEE	60
GUNNISON ERIC ANDREW	2011-563335	PRORATION	CI04ADVLTX		14.07
GUNNISON ERIC ANDREW	2011-563335	PRORATION	C	ADVLTX	18.09
GUSTAVSON WILLIAM EDWARD	2011-656165	VEHICLE REGISTERED IN	CI04ADVLTX		9.18
GUSTAVSON WILLIAM EDWARD	2011-656165	VEHICLE REGISTERED IN	C	ADVLTX	11.8
HAIGLER RICKIE BRYN	2012-529031	PRORATION	CI06ADVLTX		23.48
HAIGLER RICKIE BRYN	2012-529031	PRORATION	C	ADVLTX	105.63
HALE COURTNEY RYAN	2012-511986	PRORATION	C	ADVLTX	19.51
HALE COURTNEY RYAN	2012-511986	PRORATION	CI02ADVLTX		13.01
HAMER LOUANNE LEFLER	2011-575225		C	GARNFEE	60
HAMMILL NEAL DOUGLAS	2011-645956	PRORATION	FR04ADVLTX		0.53
HAMMILL NEAL DOUGLAS	2011-645956	PRORATION	C	ADVLTX	8.32
HANNAFORD BRETT THOMAS	2012-506491	PRORATION	C	ADVLTX	21.33
HANNAFORD BRETT THOMAS	2012-506491	PRORATION	FR19ADVLTX		3.22
HANNAFORD BRETT THOMAS	2012-506491	PRORATION	CI01ADVLTX		4.57
HARRIS CLARENCE GORDON JR	2012-512308	VEHICLE SOLD. TAG TURNED IN	C	ADVLTX	63.11
HARRIS CLARENCE GORDON JR	2012-512308	VEHICLE SOLD. TAG TURNED IN	CI04ADVLTX		49.08
HART CONNOR TIMOTHY	2011-588083	MILITARY EXEMPTION-PER LES	CI04ADVLTX		98.05
HART CONNOR TIMOTHY	2011-588083	MILITARY EXEMPTION-PER LES	KTAGFFEEFEE		15
HART CONNOR TIMOTHY	2011-588083	MILITARY EXEMPTION-PER LES	C	ADVLTX	126.06
HASLACH DEBORAH J	2011-46998	GR- NO LONGER EMPLOYED WITH	C	GARNFEE	60
HOLDEN AMANDA RUTH	2012-523732	PRORATION	C	ADVLTX	68.14
HOLDEN AMANDA RUTH	2012-523732	PRORATION	CI02ADVLTX		45.42
HOLT AMBER RACHEL	2012-527532	RELEASED 9 MONTHS	C	ADVLTX	10.49
HOLT AMBER RACHEL	2012-527532	RELEASED 9 MONTHS	CI02ADVLTX		6.99
HOUGH GWENDOLYN BALKNIGHT	2011-555124	PRO-RATED BILL RELEASED 4	CI02ADVLTX		19.08
HOUGH GWENDOLYN BALKNIGHT	2011-555124	PRO-RATED BILL RELEASED 4	C	ADVLTX	28.62
HOUSTON JOHNNIE DANIEL	2011-649389	PRORATION	CI04ADVLTX		64.01
HOUSTON JOHNNIE DANIEL	2011-649389	PRORATION	C	ADVLTX	82.3
HUBER NATHAN ANDREW	2012-520565	OWNED LESS THAN ONE (1)	CI02ADVLTX		9.41
HUBER NATHAN ANDREW	2012-520565	OWNED LESS THAN ONE (1)	C	ADVLTX	14.11
HUBER NATHAN ANDREW	2012-520565	OWNED LESS THAN ONE (1)	CTAGFFEEFEE		15
HUGGINS JUDSON BENJAMIN	2012-517674	ADJUSTED VALUE PER PHOTOS	C	ADVLTX	12.29
HUGGINS JUDSON BENJAMIN	2012-517674	ADJUSTED VALUE PER PHOTOS	CI04ADVLTX		9.56
HUGHES MELINDA DAVIS	2012-517355	ADJUSTED VALUE TO \$3,625.	CI04ADVLTX		22.86
HUGHES MELINDA DAVIS	2012-517355	ADJUSTED VALUE TO \$3,625.	C	ADVLTX	29.39
HUMMEL KATHY JANE	2011-646873	RELEASED 9 MONTHS	CI02ADVLTX		6.11
HUMMEL KATHY JANE	2011-646873	RELEASED 9 MONTHS	C	ADVLTX	9.17
HUNEYCUTT JERRY DICKSON JR	2011-568570	PRORATED	C	ADVLTX	58.34
HUNEYCUTT JERRY DICKSON JR	2011-568570	PRORATED	FR14ADVLTX		3.71
HUNT ERNEST DONNELL	2012-509173	PRORATION	C	ADVLTX	14.19
HUNT ERNEST DONNELL	2012-509173	PRORATION	CI02ADVLTX		9.47
HUTCHINS DEREK MICHAEL	2012-515785	RELEASED 10 MONTHS	C	ADVLTX	5.52
HUTCHINS DEREK MICHAEL	2012-515785	RELEASED 10 MONTHS	FR04ADVLTX		0.35
HUX KATHLEEN ANN	2011-637069	BILL PAID BEFORE GR MAILED	C	GARNFEE	60
IRVIN HOWARD SAMUEL	2011-653941	GR FEE- PAID BEFORE ISSUE	C	GARNFEE	60
JACKSON MARILYN MOSER	2012-510471	VALUE REDUCED TO \$9,938 PER	C	ADVLTX	30.32
JACKSON MARILYN MOSER	2012-510471	VALUE REDUCED TO \$9,938 PER	FR14ADVLTX		1.92
JACKSON MARILYN MOSER	2012-510471	VALUE REDUCED TO \$9,938 PER	FR14ADVLTX		-5.9
JACKSON MARILYN MOSER	2012-510471	ANT AUTO APPL APPRVD/VALUE	FR14ADVLTX		5.9
JACKSON MARILYN MOSER	2012-510471	ANT AUTO APPL APPRVD/VALUE	C	ADVLTX	-92.93
JACKSON MARILYN MOSER	2012-510471	ANT AUTO APPL APPRVD/VALUE	C	ADVLTX	92.93
JACKSON-NATER BRANDON RAMON	2011-638032	PRORATION	C	ADVLTX	39.63
JACKSON-NATER BRANDON RAMON	2011-638032	PRORATION	CI02ADVLTX		26.42
JACOBS JENNIFER BAEDER	2012-508448	PRORATION	CI02ADVLTX		50.71
JACOBS JENNIFER BAEDER	2012-508448	PRORATION	C	ADVLTX	76.06
JARAMILLO THOMAS	2011-660847	TITLED TO NEW OWNER TAG	CI04ADVLTX		61.85
JARAMILLO THOMAS	2011-660847	TITLED TO NEW OWNER TAG	C	ADVLTX	79.52
JENKINS CHRISTINA MARIE	2012-529202	PRO-RATED BILL RELEASED 9	C	ADVLTX	71.72
JENKINS CHRISTINA MARIE	2012-529202	PRO-RATED BILL RELEASED 9	CI02ADVLTX		47.82
JENKINS DALE EDWARD	2012-507321	PRORATED	C	ADVLTX	39.38
JENKINS DALE EDWARD	2012-507321	PRORATED	CI02ADVLTX		26.25
JENKINS JENNIFER MARIE	2012-515056	PRORATION	CI02ADVLTX		13.7
JENKINS JENNIFER MARIE	2012-515056	PRORATION	C	ADVLTX	20.56
JOHNSON BRYAN ERIC	2011-644435	VEHICLE SOLD. TAG TURNED IN	CI06ADVLTX		7.32
JOHNSON BRYAN ERIC	2011-644435	VEHICLE SOLD. TAG TURNED IN	C	ADVLTX	32.93
JOHNSON JIMMIE LEE III	2012-528221	RELEASED BILL IN FULL TO	CI04ADVLTX		22.1
JOHNSON JIMMIE LEE III	2012-528221	RELEASED BILL IN FULL TO	KTAGFFEEFEE		15
JOHNSON JIMMIE LEE III	2012-528221	RELEASED BILL IN FULL TO	C	ADVLTX	28.41
JOHNSON NICHOLAS H	2011-54161	FEE APPLIED IN ERROR	C	GARNFEE	60
JONES ANGELA MICHELLE	2012-513246	VEHICLE SOLD. TAG TURNED IN	FR14ADVLTX		8.45
JONES ANGELA MICHELLE	2012-513246	VEHICLE SOLD. TAG TURNED IN	C	ADVLTX	133.17
JONES KATHLEEN HENRY	2012-526433	ADJUSTED VALUE PER ONSITE.	FR07ADVLTX		1.31
JONES KATHLEEN HENRY	2012-526433	ADJUSTED VALUE PER ONSITE.	C	ADVLTX	11.03
JORDAN BETHANY LAUREN	2012-510675	VEHICLE SOLD. TAG TURNED IN	C	ADVLTX	85.47
JORDAN BETHANY LAUREN	2012-510675	VEHICLE SOLD. TAG TURNED IN	CI04ADVLTX		66.48
JUTMAAN YANJMAA	2011-660306	PRORATED	C	ADVLTX	28.72
JUTMAAN YANJMAA	2011-660306	PRORATED	CI02ADVLTX		19.14
KEEGAN JASMIN HAMILTON	2012-527469	PRORATION	C	ADVLTX	32.87
KEEGAN JASMIN HAMILTON	2012-527469	PRORATION	CI02ADVLTX		21.91
KELLIS WILLIAM EUGENE	2012-509404	SITUS ERROR-REMVE CONCORD &	CI02ADVLTX		74.34
KELLIS WILLIAM EUGENE	2012-509404	SITUS ERROR-REMVE CONCORD &	CTAGFFEEFEE		15
KENNEDY RONALD WAYNE	2012-514558	PRORATION	FR16ADVLTX		3.93
KENNEDY RONALD WAYNE	2012-514558	PRORATION	C	ADVLTX	44.99
KLINGENSMITH HOWARD DAVID	2012-514019	PRORATION	CI01ADVLTX		19.8
KLINGENSMITH HOWARD DAVID	2012-514019	PRORATION	FR19ADVLTX		13.93
KLINGENSMITH HOWARD DAVID	2012-514019	PRORATION	C	ADVLTX	92.4
KNIGHT RANDY WAYNE	2011-640874	SITUS ERROR-REMVE CONCORD	C	ADVLTX	3.15
KNIGHT RANDY WAYNE	2011-640874	SITUS ERROR-REMVE CONCORD	CTAGFFEEFEE		15
KNIGHT RANDY WAYNE	2011-640874	SITUS ERROR-REMVE CONCORD	CI02ADVLTX		2.1
KOTLARZ THOMAS ROMAN	2009-651433	release or fee	C	GARNFEE	30
KRENZ BRANDON ALAN	2012-521609	VEHICLE SOLD. TAG TURNED IN	C	ADVLTX	51.72
KRENZ BRANDON ALAN	2012-521609	VEHICLE SOLD. TAG TURNED IN	FR19ADVLTX		7.8
KRENZ BRANDON ALAN	2012-521609	VEHICLE SOLD. TAG TURNED IN	CI01ADVLTX		11.08
KUNESH BENJAMIN PAUL	2011-643994	PRORATION	C	ADVLTX	5.17
KUNESH BENJAMIN PAUL	2011-643994	PRORATION	CI02ADVLTX		3.45
LABRIE THOMAS RICHARD	2011-647116	PRO-RATED BILL RELEASED 10	CI02ADVLTX		23.87
LABRIE THOMAS RICHARD	2011-647116	PRO-RATED BILL RELEASED 10	C	ADVLTX	35.81
LANCASTER SUBWAYS INC	2012-529325	BILL OF SALE PROVIDED AND	C	ADVLTX	80.36
LANCASTER SUBWAYS INC	2012-529325	BILL OF SALE PROVIDED AND	CI03ADVLTX		56.12
LANDRY PAUL JOSEPH	2012-561	BILL GENERATED WITH	FR11ADVLTX		21.21
LAPISH CHAD ALLEN	2011-605518	PRORATION	C	ADVLTX	2.99
LAPISH CHAD ALLEN	2011-605518	PRORATION	FR15ADVLTX		0.28
LASCARIZ CASANOVA DANIEL C	2012-509957	VEHICLE SOLD. TAG TURNED IN	CI02ADVLTX		22.1
LASCARIZ CASANOVA DANIEL C	2012-509957	VEHICLE SOLD. TAG TURNED IN	C	ADVLTX	33.15
LEWIS SEAN ANDREW	2011-647245	PRORATION	C	ADVLTX	18.14
LEWIS SEAN ANDREW	2011-647245	PRORATION	FR11ADVLTX		1.44
LINKER ALAN RAY	2012-507027	PER PURCHASE PRICE	C	ADVLTX	292.95
LINKER ALAN RAY	2012-507027	PER PURCHASE PRICE	FR16ADVLTX		25.58
LIPFORD MICHAEL DEAN	2011-666621	EARLY TURN IN PLATE PRIOR	FR04ADVLTX		6.08
LIPFORD MICHAEL DEAN	2011-666621	EARLY TURN IN PLATE PRIOR	C	ADVLTX	95.7
LIVERMORE ROGER ALLEN	2011-656922	PRO-RATED BILL RELEASED 9	C	ADVLTX	25.85
LIVERMORE ROGER ALLEN	2011-656922	PRO-RATED BILL RELEASED 9	CI02ADVLTX		17.23
LORELLO JOSEPH ANTHONY JR	2012-530930	ADJUSTED VALUE PER BILL OF	FR19ADVLTX		12.97
LORELLO JOSEPH ANTHONY JR	2012-530930	ADJUSTED VALUE PER BILL OF	CI01ADVLTX		18.44
LORELLO JOSEPH ANTHONY JR	2012-530930	ADJUSTED VALUE PER BILL OF	C	ADVLTX	86.04
LOVE KIMBERLY LARIVIERE	2012-510978	ADJUSTMENT FOR TOTAL LOSS	C	ADVLTX	21.43
LOVE KIMBERLY LARIVIERE	2012-510978	ADJUSTMENT FOR TOTAL LOSS	FR16ADVLTX		1.87

MARTIN CHARLES HIRAM	2012-512297	PRORATION	FR19ADVLTAX	16.93
MARTIN CHARLES HIRAM	2012-512297	PRORATION	CI01ADVLTAX	24.07
MARTIN CHARLES HIRAM	2012-512297	PRORATION	C ADVLTAX	112.3
MARTINEZ GENARO SANTIAGO	2011-652977	PRORATION	CI04ADVLTAX	16.47
MARTINEZ GENARO SANTIAGO	2011-652977	PRORATION	C ADVLTAX	21.17
MAULDIN LISA ANN	2012-500605	PRORATION	FR16ADVLTAX	0.38
MAULDIN LISA ANN	2012-500605	PRORATION	C ADVLTAX	4.25
MCCANN KEVIN PATRICK	2011-540872	RELEASE GR FEE-MORE THAN 6	C GARNFEE	60
MCCREA THOMAS A	2012-529153	ADJUSTED VALUE PER PHOTOS	C ADVLTAX	48.85
MCCREA THOMAS A	2012-529153	ADJUSTED VALUE PER PHOTOS	FR16ADVLTAX	4.26
MCPIKE MARK FREDERICK	2011-590762	GR WRONG PERSON	C GARNFEE	60
METCALF MICHAEL BRUNO	2011-650460	ADJUSTED VALUE TO \$990 PER	C ADVLTAX	308.76
METCALF MICHAEL BRUNO	2011-650460	ADJUSTED VALUE TO \$990 PER	CI03ADVLTAX	215.64
MILES DREW ALAN	2012-513147	PRORATION	FR04ADVLTAX	1.92
MILES DREW ALAN	2012-513147	PRORATION	C ADVLTAX	30.13
MITCHUM HELEN T & JOHN W	2009-67712	MAPPING ERROR, CORRECT	CI03ADVLTAX	42.24
MITCHUM HELEN T & JOHN W	2009-67712	MAPPING ERROR, CORRECT	C ADVTFEE	1.5
MITCHUM HELEN T & JOHN W	2009-67712	MAPPING ERROR, CORRECT	C ADVLTAX	60.48
MITCHUM HELEN T & JOHN W	2012-67982	MAPPING ERROR, CORRECT	C ADVLTAX	61.6
MITCHUM HELEN T & JOHN W	2012-67982	MAPPING ERROR, CORRECT	CI03ADVLTAX	44.44
MOBLEY CHARLES EDWARD JR	2012-522065	IN NEW OWNERS NAME AND TAG	C ADVLTAX	5.46
MOBLEY CHARLES EDWARD JR	2012-522065	IN NEW OWNERS NAME AND TAG	CI02ADVLTAX	3.64
MOORE REID ALLEN	2012-517887	ADJUSTED VALUE TO \$500 PER	CI02ADVLTAX	8.51
MOORE REID ALLEN	2012-517887	ADJUSTED VALUE TO \$500 PER	C ADVLTAX	12.76
MORGAN BARBARA ANN	2012-518647	PER ONSITE APPRAISAL	C ADVLTAX	9.45
MORGAN BARBARA ANN	2012-518647	PER ONSITE APPRAISAL	CI02ADVLTAX	6.3
MORIN DOUGLAS JAMES	2011-643687	PRORATION	C ADVLTAX	6.41
MORIN DOUGLAS JAMES	2011-643687	PRORATION	CI01ADVLTAX	1.37
MORIN DOUGLAS JAMES	2011-643687	PRORATION	FR19ADVLTAX	0.97
MORRIS SEAN CLAYTON	2011-650266	RELEASE GR FEE-PMT RECEIVED	C GARNFEE	60
MORROW ALLISON ELIZABETH	2012-504072	PRO-RATED BILL RELEASED 8	CI02ADVLTAX	5.99
MORROW ALLISON ELIZABETH	2012-504072	PRO-RATED BILL RELEASED 8	C ADVLTAX	8.99
MOUTON GARRY	2011-632085	PRORATION	CI02ADVLTAX	14.77
MOUTON GARRY	2011-632085	PRORATION	C ADVLTAX	22.16
NELSON WILLIAM T	2010-87743	PER ZLS FEE AMOUNT SHOULD	C LEGLFEE	1.65
NEWSOME LEONARD WAYNE	2012-527607	RELEASED BILL IN FULL TO	C ADVLTAX	10.14
NEWSOME LEONARD WAYNE	2012-527607	RELEASED BILL IN FULL TO	FR04ADVLTAX	0.64
NICHOLS STEPHANIE ALLISON	2012-516048	PRO-RATED BILL RELEASED 11	C ADVLTAX	6.3
NICHOLS STEPHANIE ALLISON	2012-516048	PRO-RATED BILL RELEASED 11	CI02ADVLTAX	4.2
NORMAN KEVIN PAUL	2012-506842	PER BILL OF SALE	C ADVLTAX	299.25
NORMAN KEVIN PAUL	2012-506842	PER BILL OF SALE	FR19ADVLTAX	45.13
NORMAN KEVIN PAUL	2012-506842	PER BILL OF SALE	CI01ADVLTAX	64.13
NOVANT HEALTH INC	2011-640476	EXEMPT APPLICATION FILED	KTAGFFFEFEE	15
NOVANT HEALTH INC	2011-640476	EXEMPT APPLICATION FILED	CI04ADVLTAX	88.79
NOVANT HEALTH INC	2011-640476	EXEMPT APPLICATION FILED	C ADVLTAX	114.16
OLD HOLLAND ROAD LLC	2011-73228	PRORATION	C GARNFEE	60
ORTIZ KIMBERLY CLARK	2011-651948	PRORATION	C ADVLTAX	18.52
ORTIZ KIMBERLY CLARK	2011-651948	PRORATION	CI02ADVLTAX	12.35
PACCAR INC	2012-328	BILLED IN ERROR, RELEASE IN	C ADVLTAX	1780.32
PACCAR INC	2012-328	BILLED IN ERROR, RELEASE IN	C PEN FEE	890.16
PACCAR INC	2012-327	BILLED IN ERROR, RELEASE IN	C ADVLTAX	1641.59
PACCAR INC	2012-327	BILLED IN ERROR, RELEASE IN	C PEN FEE	656.64
PACK KATHERINE JUNE	2012-508941	VEHICLE SOLD. TAG	C ADVLTAX	14.22
PACK KATHERINE JUNE	2012-508941	VEHICLE SOLD. TAG	CI02ADVLTAX	9.48
PANIAGUA TIZIANA	2011-800956	PRO-RATED BILL RELEASED 6	FR11ADVLTAX	2.12
PANIAGUA TIZIANA	2011-800956	PRO-RATED BILL RELEASED 6	C ADVLTAX	26.68
PARKS CAROLYN SURRATT	2011-660158	PRORATION	CI02ADVLTAX	13.67
PARKS CAROLYN SURRATT	2011-660158	PRORATION	C ADVLTAX	20.49
PAYNE FRANK STEVENSON	2012-516521	OWNED 1 MONTH-BILL LESS	C ADVLTAX	5.42
PAYNE FRANK STEVENSON	2012-516521	OWNED 1 MONTH-BILL LESS	FR04ADVLTAX	0.34
PERSAD KARL RUSTON	2012-526153	ADJUSTED VALUE TO \$500 PER	CI02ADVLTAX	47.88
PERSAD KARL RUSTON	2012-526153	ADJUSTED VALUE TO \$500 PER	C ADVLTAX	71.82
POLK RICHARD STANLEY	2012-518702	PRORATION	FR05ADVLTAX	3.51
POLK RICHARD STANLEY	2012-518702	PRORATION	C ADVLTAX	40.2
POOLE CHRISTOPHER PHILIP	2012-503647	SITUS ERROR-REMOVE	CI04ADVLTAX	2.45
POOLE CHRISTOPHER PHILIP	2012-503647	SITUS ERROR-REMOVE	KTAGFFFEFEE	15
PORE WILLIE MALCOM	2010-578812	REF FROM 11-652587 TO BE	C GARNFEE	60
PORTER-JORDAN REGINA BREANN	2011-548876	TAG TURNED IN AND NEW TAG	C ADVLTAX	5.78
PORTER-JORDAN REGINA BREANN	2011-548876	TAG TURNED IN AND NEW TAG	CI02ADVLTAX	3.85
POTEE TRACIE AILEEN	2011-550922	PRORATION	C ADVLTAX	15.88
POTEE TRACIE AILEEN	2011-550922	PRORATION	CI02ADVLTAX	10.59
PRESSLEY JOSEPH DEVONE	2012-515024	VALUE ADJ TO 300 MAKES BILL	FR14ADVLTAX	20
PRESSLEY JOSEPH DEVONE	2012-515024	VALUE ADJ TO 300 MAKES BILL	C ADVLTAX	315
PRUETT TRENT MIKEL	2011-529046	RELEASED 9 MONTHS/VEH SOLD	C GARNFEE	60
RADCLIFFE DEAN COREY	2011-638056	RELEASED 9 MONTHS/VEH SOLD	C ADVLTAX	10.16
RADCLIFFE DEAN COREY	2011-638056	RELEASED 9 MONTHS/VEH SOLD	CI01ADVLTAX	2.18
RADCLIFFE DEAN COREY	2011-638056	RELEASED 9 MONTHS/VEH SOLD	FR19ADVLTAX	1.53
REAL VALUE DEVELOPMENT INC	2012-490	SW05 FEE APPLIED IN ERROR,	SW05FFFEFEE	120
REED DAVID JAMES	2011-591777	PRORATION	C ADVLTAX	41.93
REED DAVID JAMES	2011-591777	PRORATION	CI04ADVLTAX	32.61
REYNOLDS TROY HARRISON	2012-503598	PRO-RATED BILL RELEASED 11	C ADVLTAX	32.22
REYNOLDS TROY HARRISON	2012-503598	PRO-RATED BILL RELEASED 11	CI02ADVLTAX	21.49
RICKARD SEAN THOMAS	2012-530491	PRORATION	FR11ADVLTAX	1.99
RICKARD SEAN THOMAS	2012-530491	PRORATION	C ADVLTAX	25.02
ROBBINS FRED STEVEN	2012-529907	PRORATION	CI01ADVLTAX	19.48
ROBBINS FRED STEVEN	2012-529907	PRORATION	FR19ADVLTAX	13.71
ROBBINS FRED STEVEN	2012-529907	PRORATION	C ADVLTAX	90.91
ROBINSON DAVIAN ANTAWN	2011-645282	VALUE ADJ PER RESEARCH WITH	C ADVLTAX	311.88
ROBINSON DAVIAN ANTAWN	2011-645282	VEHICLE SOLD. TAG TURNED IN	C ADVLTAX	20.07
ROBINSON DAVIAN ANTAWN	2011-645282	VALUE ADJ PER RESEARCH WITH	CI04ADVLTAX	242.57
ROBINSON DAVIAN ANTAWN	2011-630063	VEHICLE SOLD. TAG TURNED IN	CI04ADVLTAX	15.6
ROCKY RIVER VINEYARDS LLC	2012-81935	BI-TEK ERROR, RELEASE IN	FR05ADVLTAX	32.44
ROCKY RIVER VINEYARDS LLC	2012-81935	BI-TEK ERROR, RELEASE IN	C ADVLTAX	354.81
ROGERS RAY LEONARD	2012-800123	SITUS ERROR-RELEASED TO	C ADVLTAX	67.52
ROGERS RAY LEONARD	2012-800123	SITUS ERROR-RELEASED TO	KTAGFFFEFEE	15
ROGERS RAY LEONARD	2012-800123	SITUS ERROR-RELEASED TO	CI04ADVLTAX	52.51
ROWLES DOUGLAS RANDAL	2012-523569	PRORATION	CI02ADVLTAX	35.03
ROWLES DOUGLAS RANDAL	2012-523569	PRORATION	C ADVLTAX	52.55
RSI HOLDING LLC	2012-82912	BI-TEK ERROR, RELEASE IN	C ADVLTAX	148.07
RUGGLES STEVEN RAY	2011-651939	PRORATION	CI04ADVLTAX	20.32
RUGGLES STEVEN RAY	2011-651939	PRORATION	C ADVLTAX	26.13
RUTEMILLER ROBERT GEORGE	2011-587605	VEHICLE TOTALED. TAG TURNED	C ADVLTAX	8.47
RUTEMILLER ROBERT GEORGE	2011-587605	VEHICLE TOTALED. TAG TURNED	FR19ADVLTAX	1.28
RUTEMILLER ROBERT GEORGE	2011-587605	VEHICLE TOTALED. TAG TURNED	CI01ADVLTAX	1.68
SAFRIT DANIEL THOMAS	2011-501846	clerk error	C GARNFEE	60
SAFRIT KEVIN RAY	2012-500546	VEHICLE TITLE WAS CANCELED	C ADVLTAX	5.14
SAFRIT KEVIN RAY	2012-500546	VEHICLE TITLE WAS CANCELED	FR01ADVLTAX	0.28
SCOTT HENRY FORD	2012-519361	OWNED LESS THAN ONE (1)	CTAGFFFEFEE	15
SCOTT HENRY FORD	2012-519361	OWNED LESS THAN ONE (1)	CI02ADVLTAX	41.66
SCOTT HENRY FORD	2012-519361	OWNED LESS THAN ONE (1)	C ADVLTAX	62.5
SHARMA KRISTEN HALLMAN	2011-664579	PRORATION	C ADVLTAX	57.25
SHARMA KRISTEN HALLMAN	2011-664579	PRORATION	CI02ADVLTAX	38.17
SHEELOR BRIONN DONTÉ	2011-637434	PER DLF, GR NOT SENT	C GARNFEE	60
SHROPSHIRE JAIME ELIZABETH	2010-631573	OLD GR. FEE REM PER DLF	C GARNFEE	30
SILSBY NORMAN STEVENS JR	2012-519801	ANTIOUE AUTO APPL APPRVD	C ADVLTAX	89.46
SILSBY NORMAN STEVENS JR	2012-519801	ANTIOUE AUTO APPL APPRVD	CI03ADVLTAX	62.48
SIMMONS CARISSA NICOLE	2011-527018	GR FEE RELEASED-EMPLOYMENT	C GARNFEE	60
SLOOP MICHAEL WAYNE	2012-521189	VEHICLE SOLD. TAG TURNED IN	C ADVLTAX	42.27
SLOOP MICHAEL WAYNE	2012-521189	VEHICLE SOLD. TAG TURNED IN	FR07ADVLTAX	5.03
SMITH JEFFERY LANE	2012-516438	ADJUSTED VALUE TO \$1,000	FR13ADVLTAX	8.18

SMITH JEFFERY LANE	2012-516438	ADJUSTED VALUE TO \$1,000	C	ADVLTAX	85.87
SOLIMAN MOHAMED IBRAHIM	2011-643595	PRORATION	C	CI04ADVLTAX	8.39
SOLIMAN MOHAMED IBRAHIM	2011-643595	PRORATION	C	ADVLTAX	10.79
SOLT LUCINDA SCARBERRY	2012-519887	SITUS ERROR-REMOVE RIMER	FR08	ADVLTAX	5.02
STANDISH SUSAN GREENE	2011-647854	GR Release	C	GARNFEE	60
STANFORD PHILIP MERCER	2012-524608	SITUS ERROR-REMOVE	KTAGFFEEFEE		15
STANFORD PHILIP MERCER	2012-524608	SITUS ERROR-REMOVE	CI04	ADVLTAX	86.14
STEIN ROSEMARIE DAVIDSON	2012-522630	PRORATION	CI02	ADVLTAX	18.3
STEIN ROSEMARIE DAVIDSON	2012-522630	PRORATION	C	ADVLTAX	27.45
STEPHENS JAMES ARNETT	2012-509819	REVALUE PER HIGH MILEAGE	CI02	ADVLTAX	21.63
STEPHENS JAMES ARNETT	2012-509819	REVALUE PER HIGH MILEAGE	C	ADVLTAX	32.45
TABRON TERENCE LAJAUNE	2011-647560	PRORATION	C	ADVLTAX	76.17
TABRON TERENCE LAJAUNE	2011-647560	PRORATION	CI02	ADVLTAX	50.78
TANIS ELEANOR BARRETT	2012-505935	PRORATION	C	ADVLTAX	9.08
TANIS ELEANOR BARRETT	2012-505935	PRORATION	CI04	ADVLTAX	7.07
TAUTKUS MICHELLE ANN	2012-525530	SITUS CORRECTION RELEASE	CTAGFFEEFEE		15
TAUTKUS MICHELLE ANN	2012-525530	SITUS CORRECTION RELEASE	CI02	ADVLTAX	32.68
TEAL JEFFERY SHANE	2011-645327	PRO-RATED BILL RELEASED 9	C	ADVLTAX	42.62
TEAL JEFFERY SHANE	2011-645327	TAG TURN IN 4/11/12. PER JM	C	GARNFEE	60
TEAL JEFFERY SHANE	2011-645327	PRO-RATED BILL RELEASED 9	CI04	ADVLTAX	33.15
TEWARI MOHAN PERSAUD	2011-643018	PRORATION	C	ADVLTAX	35.57
TEWARI MOHAN PERSAUD	2011-643018	PRORATION	FR19	ADVLTAX	5.37
TEWARI MOHAN PERSAUD	2011-643018	PRORATION	CI01	ADVLTAX	7.62
TLC JANITORIAL SERVICES	2011-665915	RELEASED 9 MONTHS/VEHICLE	FR03	ADVLTAX	6.22
TLC JANITORIAL SERVICES	2011-665915	RELEASED 9 MONTHS/VEHICLE	C	ADVLTAX	78.29
TORRENCE SHIRLEY EARLEY	2012-523090	PRORATION	CI02	ADVLTAX	22.82
TORRENCE SHIRLEY EARLEY	2012-523090	PRORATION	C	ADVLTAX	34.23
TREXLER TERRI PAGE	2012-513031	PRORATION	C	ADVLTAX	108.63
TREXLER TERRI PAGE	2012-513031	PRORATION	CI01	ADVLTAX	23.27
TREXLER TERRI PAGE	2012-513031	PRORATION	FR19	ADVLTAX	16.38
TRINITY CREST OWNERS ASSOC	2010-72758	COMMON SPACE ASSESSED AS	CI04	ADVLTAX	476.28
TRINITY CREST OWNERS ASSOC	2010-85712	COMMON SPACE ASSESSED AS	CI04	ADVLTAX	473.34
TRINITY CREST OWNERS ASSOC	2011-95067	OPEN SPACE ASSESSED AS	C	ADVLTAX	608.58
TRINITY CREST OWNERS ASSOC	2011-95066	COMMON SPACE ASSESSED AS	C	ADVLTAX	612.36
TRINITY CREST OWNERS ASSOC	2011-95067	OPEN SPACE ASSESSED AS	CI04	ADVLTAX	473.34
TRINITY CREST OWNERS ASSOC	2011-95066	COMMON SPACE ASSESSED AS	CI04	ADVLTAX	476.28
TRINITY CREST OWNERS ASSOC	2010-85712	COMMON SPACE ASSESSED AS	C	ADVLTAX	608.58
TRINITY CREST OWNERS ASSOC	2010-72758	COMMON SPACE ASSESSED AS	C	ADVLTAX	612.36
TURNER SHAWN THOMAS	2012-506438	PRORATION	CI02	ADVLTAX	22.35
TURNER SHAWN THOMAS	2012-506438	PRORATION	C	ADVLTAX	33.51
VASQUEZ MICHAEL	2011-649354	PRORATED FOR 6 MONTHS TO	FR14	ADVLTAX	3.42
VASQUEZ MICHAEL	2011-649354	PRORATED FOR 6 MONTHS TO	C	ADVLTAX	53.96
VITA WILLIAM HENRY	2012-510295	PRO-RATED BILL RELEASED 11	CI06	ADVLTAX	21.47
VITA WILLIAM HENRY	2012-510295	PRO-RATED BILL RELEASED 11	C	ADVLTAX	96.62
WALLACE GWENDOLYN CUMMINGS	2012-517969	VEHICLE TOTALED. TAG	FR19	ADVLTAX	0.96
WALLACE GWENDOLYN CUMMINGS	2012-517969	VEHICLE TOTALED. TAG	CI01	ADVLTAX	1.37
WALLACE GWENDOLYN CUMMINGS	2012-517969	VEHICLE TOTALED. TAG	C	ADVLTAX	6.38
WALTER BERMAN OWEN	2012-503117	PRORATION	C	ADVLTAX	25.56
WALTER BERMAN OWEN	2012-503117	PRORATION	FR14	ADVLTAX	1.62
WALTERS STEPHEN RICHARD	2011-637314	PRORATION	C	ADVLTAX	48.73
WALTERS STEPHEN RICHARD	2011-637314	PRORATION	CI02	ADVLTAX	32.49
WAMPLER DANIEL EUGENE	2011-642574	ANT AUTO APPLICATION APPRVD	C	ADVLTAX	19.37
WAMPLER DANIEL EUGENE	2011-642574	ANT AUTO APPLICATION APPRVD	CI02	ADVLTAX	12.92
WELLS NICOLE MARIA	2011-639959	RELEASE GR FEE-FILED	C	GARNFEE	60
WEST ANTHONY SEAN	2011-659785	PRORATION	C	ADVLTAX	7.69
WEST ANTHONY SEAN	2011-659785	PRORATION	CI04	ADVLTAX	5.98
WHINNIE JAMES WILLIAM	2012-524366	SITUS ERROR-REMOVE	KTAGFFEEFEE		15
WHINNIE JAMES WILLIAM	2012-524366	SITUS ERROR-REMOVE	CI04	ADVLTAX	35.57
WHITE GLENDA LUFFMAN	2012-502003	PRORATION	CI02	ADVLTAX	1.75
WHITE GLENDA LUFFMAN	2012-502003	PRORATION	C	ADVLTAX	2.63
WHITLEY KENNETH LEE	2012-502984	VEHICLE SOLD. TAG TURNED IN	C	ADVLTAX	46.73
WHITLEY KENNETH LEE	2012-502984	VEHICLE SOLD. TAG TURNED IN	CI02	ADVLTAX	31.16
WILLAFORD BARBIE SUE	2011-651712	RECEIVED WARRANT LETTER TO	C	GARNFEE	60
WILLIAMS BEN MILFORD	2011-652250	PRO-RATED BILL RELEASED 8	C	ADVLTAX	33.09
WILLIAMS BEN MILFORD	2011-652250	PRO-RATED BILL RELEASED 8	CI02	ADVLTAX	22.06
WILLIAMS JAMES ROBERT JR	2011-661871	PRO-RATED BILL RELEASED 1	CI02	ADVLTAX	0.49
WILLIAMS JAMES ROBERT JR	2011-661871	PRO-RATED BILL RELEASED 1	C	ADVLTAX	0.74
WILSON COLLIN ANDREW	2012-530003	PRORATION	FR11	ADVLTAX	1.27
WILSON COLLIN ANDREW	2012-530003	PRORATION	C	ADVLTAX	16.05
WILSON THERESA ROSE	2012-516105	ADJUSTED PER ONSITE	C	ADVLTAX	22.05
WILSON THERESA ROSE	2012-516105	ADJUSTED PER ONSITE	CI02	ADVLTAX	14.7
WOHLTMANN MARK DONALD	2012-500977	VALUE ADJ PER ONSITE. NEW	C	ADVLTAX	35.87
WOHLTMANN MARK DONALD	2012-500977	VALUE ADJ PER ONSITE. NEW	FR04	ADVLTAX	2.28
WORTMAN MELODY MORRISON	2012-506360	CORRECT SITUS IS	CI04	ADVLTAX	9.21
WORTMAN MELODY MORRISON	2012-506360	CORRECT SITUS IS	C	ADVLTAX	11.84
WORTMAN MELODY MORRISON	2012-506360	CORRECT SITUS IS	KTAGFFEEFEE		15
YATES BUDDY DARRELL	2011-630768	VEHICLE SOLD. TAG TURNED IN	C	ADVLTAX	10.42
YATES BUDDY DARRELL	2011-630768	VEHICLE SOLD. TAG TURNED IN	CI02	ADVLTAX	6.95
ZACHARIAS WILLIAM STEVEN	2012-522144	PRORATION	C	ADVLTAX	51.13
ZACHARIAS WILLIAM STEVEN	2012-522144	PRORATION	FR04	ADVLTAX	3.25
ZANCA FRANK JUSTIN	2012-513382	PRO-RATED BILL RELEASED 9	FR20	ADVLTAX	2.22
ZANCA FRANK JUSTIN	2012-513382	PRO-RATED BILL RELEASED 9	C	ADVLTAX	40.02

(G) NEW BUSINESS

(G-1) Planning and Development Services - HOME Public Hearing for End of Year 2011-2012 - 6:30 P.M.

Kelly Sifford, Planning and Development Services Director, presented the following information related to a public hearing for the HOME Program—a federally funded housing rehabilitation program for low-income homeowners:

Cabarrus County participates in the Cabarrus/Iredell/Rowan HOME Consortium for housing rehabilitation each year. This year, one home was completed and \$59,259.00 was expended on the program. The program was projected for three units to be completed in this fiscal year. The US Housing and Urban Development Department experienced delays in funding release to the communities due to environmental reviews. Additional issues included client qualification, however, the funds rolled over to the new fiscal year. One project is underway and title issues are being resolved for another. Applications are taken year round for the service.

Chairman Poole opened the public hearing at 7:28 p.m. The Public Hearing Notice was published on August 8 and 15, 2012 in THE INDEPENDENT

TRIBUNE. The Public Hearing Notice was also posted on the County's website (www.cabarruscounty.us) on August 7, 2012 in accordance with Article 2, Administration, Section 2.1 (Use of Electronic Means to Provide Public Notices) of the Cabarrus County Code of Ordinances.

There was no one present to address the Board; therefore, Chairman Poole closed the public hearing. No further action was required.

(G-2) Human Services (Transportation Division) - Approval of Additional Positions for JARC Grant and Related Budget Amendment - \$68,443.00

Stephen Cude, Transportation Supervisor, presented data on the number of trips made using the JARC (Job Access Reverse Commute) grant funds. It was noted that of the 20,000 annual trips made, over 50 percent are for vocational rehabilitation clients and the Department has a waiting list with 14 additional clients. Mr. Cude also responded to questions from the Board. The following information was set forth in the agenda:

The JARC (Job Access Reverse Commute) grant was approved and provides funding for two new drivers, one full time and one part time. These positions, along with all the JARC positions, are funded for a two-year period ending June 30, 2014. As long as the funds are received by the County, the positions will continue to be funded. A budget revision is attached to re-allocate all grants funds received by the County for the JARC, 5310 and 5311 grants. The end result of the reallocation is \$81,364.00 of excess funds which are being transferred to the Commissioners' contingency line item.

Mr. Cude and Mike Downs, County Manager, responded to a variety of questions from the Board during a lengthy discussion. Bob Bushy, Transportation Coordinator, was also in attendance.

Citing the national debt, Vice Chairman Burrage expressed opposition to using Federal grant funds for the JARC program; however, he was in favor of using local monies to fund the program. Exclusive of the vocational rehabilitation riders, Commissioner Measmer expressed opposition to using Federal dollars to transport able-bodied adults to and from work. Commissioner Carruth addressed the cost of cab fare in relation to the minimum wage and applauded the able-bodied adults that use subsidized transportation to go to work instead of going on welfare.

Commissioner White **MOVED** to adopt the budget amendment and approve two new driver positions, one full-time driver and one part-time driver, grade 57, step 1. Commissioner Carruth seconded the motion.

Following statements of support for the program from Commissioner White, the **MOTION** carried with Chairman Poole and Commissioners Carruth and White voting for and Vice Chairman Burrage and Commissioner Measmer voting against.

Date: 8/20/2012 Amount: \$68,443.00
 Dept. Head: Randy Bass Department: Transportation
 Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

Purpose: To adjust grant line items to actual awarded amounts for JARC, 5311, and 5310. Excess funds are being placed in the Commissioners Contingency line in the amount of \$81,364.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00165240-6223	Transportation Grant C	\$115,672.00	\$6,089.00		\$121,761.00
00165240-6223-JARC	Transportation Grant A	\$228,981.00		\$56,939.00	\$172,042.00
00165240-6223-JARC1	Transportation Grant C	\$0.00	\$52,740.00		\$52,740.00
00165240-6311	ROAP/EDTAP	\$103,742.00		\$2,567.00	\$101,175.00
00165240-6312-0488	Section 18 5311 C	\$344,267.00		\$228,828.00	\$115,439.00
00165240-6312-0489	Section 18 5311 A	\$385,432.00		\$91,176.00	\$294,256.00
00165240-6338	ROAP/RGP	\$66,994.00	\$18,003.00		\$84,997.00
00165240-6341	ROAP/WFFA	\$25,871.00		\$1,262.00	\$24,609.00
00165240-6342-5310	NC DOT 5310 Admin	\$0.00	\$77,277.00		\$77,277.00
00165240-6342-5310C	NC DOT 5310 Capital	\$0.00	\$158,220.00		\$158,220.00
00195240-9101-JARC	Salaries & Wages	\$76,032.00	\$18,611.00		\$94,643.00
00195240-9102-JARC	PT> 1000 hours	\$40,214.00	\$6,834.00		\$47,048.00
00195240-9201-JARC	Social security	\$6,816.00	\$1,969.00		\$8,785.00
00195240-9202-JARC	Medicare	\$1,597.00	\$458.00		\$2,055.00
00195240-9205	Group Hospital Ins	\$181,712.00	\$7,072.00		\$188,784.00
00195240-9205-JARC	Group Hospital Ins	\$27,972.00		\$2,253.00	\$25,719.00
00195240-9206	Vision Care	\$546.00	\$11.00		\$557.00

00195240-9210-JARC	Retirement	\$7,839.00	\$1,711.00		\$9,550.00
00195240-9235-JARC	Deferred Comp 401k	\$5,815.00	\$1,270.00		\$7,085.00
00195240-9346-JARC	Fuel	\$87,500.00		\$13,549.00	\$73,951.00
00195240-9412	Power	\$10,905.00	\$3,895.00		\$14,800.00
00195240-9435	Management Info Sys	\$200.00	\$300.00		\$500.00
00195240-9601	Advertising	\$2,000.00	\$12,520.00		\$14,520.00
00195240-9610	Travel and Education	\$10,000.00	\$5,200.00		\$15,200.00
00195240-9640-JARC	Insurance & Bonds	\$2,035.00	\$445.00		\$2,480.00
00195240-9831	Matching Grants 5311 A	\$531,481.00		\$513,481.00	\$18,000.00
00195240-9831-0488	Matching Grants 5311 C	\$0.00	\$128,266.00		\$128,266.00
00195240-9831-5310C	Matching Grants 5310 C	\$0.00	\$175,800.00		\$175,800.00
00195240-9831-JARC	Matching Grants JARC A	\$0.00	\$3,700.00		\$3,700.00
00195240-9831-JARC1	Matching Grants JARC C	\$0.00	\$58,600.00		\$58,600.00
00195240-9863	Motor Vehicles	\$47,186.00		\$47,186.00	\$0.00
00191910-9660	Contingency	\$341,476.00	\$81,364.00		\$422,840.00

(G-3) County Manager - NCDOT Request to Purchase Right-of-way

Jonathan Marshall, Deputy County Manager, presented the following information related to a request from the North Carolina Department of Transportation (NCDOT) to purchase a right-of-way:

The NC Department of Transportation (NCDOT) has submitted a request to purchase right-of-way for the extension of George Liles Parkway. The affected parcel is the part of the land purchased for Winkler Middle School but the planned road extension does not affect the school or its facilities. The request is to purchase .608 acres (Parcel No. R-2246B 076A; Pin No. 5600-81-5096) for \$18,825.00. In the past, the Board of Commissioners has designated proceeds from land purchases at schools to the affected school. A budget amendment is also provided that shows the anticipated revenue and assigns it to Winkler Middle School.

Mr. Marshall also advised that NCDOT's Division 10 Engineer, Barry Moose, has confirmed DOT's intention to install a gate on Parcel No. R-2246B 076A) that will not represent a legal access, but rather a physical access that can be used for emergency ingress and egress by the schools that adjoin this parcel.

UPON MOTION of Commissioner Carruth, seconded by Vice Chairman Burrage and unanimously carried, the Board approved the NCDOT right-of-way purchase, authorized the County Manager to complete the required documents, and approved the related budget amendment, pending approval from the authorizing financial institution.

Date: 7/27/2012

Amount: \$18,825

Dept. Head: Jonathan Marshall

Department: County Manager - School ROW

Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

Purpose: The NC Department of Transportation has scheduled construction that will require the purchase of a right-of-way on the Winkler Middle School property. NCDOT has offered \$18,825 to Cabarrus County in compensation for the right-of-way.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00161910-6439	NC Dept of Transportat	\$0.00	\$18,825.00		\$18,825.00
00197210-9701-0651	DOT Winkler Mid Easeme	\$0.00	\$18,825.00		\$18,825.00

(G-4) County Manager - NC Cooperative Extension Service Request for Special Leave

Jonathan Marshall, Deputy County Manager, presented information related to a request from the North Carolina Cooperative Extension Service for 40 hours of special leave for 2012-2013 as follows:

The State budget for FY 2012-13 included an additional 40 hours of paid leave for State employees. Local Cooperative Extension employees are compensated in part by the local jurisdiction. The Director of County Operations, Sheri Schwab, has requested action by the local jurisdictions to either award the local proportional share of the awarded leave or not. Local Cooperative Extension employees are not eligible for the additional 8 hours of leave that the BOC awarded County employees as part of the County's FY 2012-13 budget.

Mr. Marshall also stated the availability of the Cooperative Extension Director, to respond to questions from the Board.

During discussion, Debbie Bost, Cooperative Extension Director, responded to questions from the Board. She also advised the "special" leave must be used between July 1, 2012 and June 30, 2013, it must be used before any other non-sick time leave and if it is not used, it is forfeited. Likewise, if an employee separates for any reason other than retirement, the "special" leave is forfeited.

UPON MOTION of Commissioner White, seconded by Commissioner Carruth and carried, with Chairman Poole and Commissioners Carruth, Measmer and White voting for and Vice Chairman Burrage voting against, the Board agreed to award the proportional match for the "Special Leave".

(H) APPOINTMENTS

(H-1) Appointments - Juvenile Crime Prevention Council (JCPC)

A number of appointments, reappointment or removals to the membership of the JCPC (Juvenile Crime Prevention Council) are requested.

UPON MOTION of Vice Chairman Burrage, seconded by Commissioner White and unanimously carried, the Board removed Scott Stoker (Chief Court Counselor or Designee), Erica Nesbitt (County Manager or Designee) and Myka Perusek (Student under 18) from the JCPC roster due to resignations; appointed Emily Coltrane to the JCPC representing the Chief Court Counselor or his designee to complete an unexpired term ending September 30, 2012 and a subsequent 2-year term ending September 30, 2014; appointed Susan Fearington to the JCPC representing the County Manager or his designee to complete an unexpired term ending September 30, 2013; and reappointed Susan Burns (School Superintendent/Designee), LuAnn Andrews (Sheriff/Designee), Helen Leak (Mental Health/Designee), Perry Gabriel (Active Living and Parks), Felicia Wilson (At Large), and Angela Ward (At-Large) for 2-year terms ending September 30, 2014.

(I) REPORTS

(I-1) Request for Applications for County Boards/Committees

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

- Adult Care Home Community Advisory Committee - 5 Vacancies
- Animal Protection and Preservation Advisory Committee - 8 Positions With Expired/Expiring Terms and 1 Vacant Position
- Cardinal Innovations Healthcare Solutions - Community Oversight Board - 2 Vacant Positions
- Centralina Workforce Development Board - 1 Vacant Position
- Concord Planning and Zoning Commission (ETJ) - 1 Vacant Position
- Harrisburg Fire Advisory Board - 2 Positions With Expired Terms
- Industrial Facilities and Pollution Control Financing Authority - 2 Vacant Positions
- Juvenile Crime Prevention Council - 1 Vacant Position
- Nursing Home Community Advisory Committee - 5 Vacant Positions
- Region F Aging Advisory Board - 1 Position with Expired Term
- Transportation Advisory Board - 6 Positions With Expiring Terms and 1 Vacant Position
- Youth Council - 2 Vacant Positions

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

(I-2) BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Board/Committees

Commissioner Measmer provided an overview of the NCACC (North Carolina Association of County Commissioners) Conference he attended August 16th - 19th. As a member of the Cabarrus County Social Services Board, he advised of meeting with the District Attorney concerning the prosecution of individuals committing Food Stamp fraud.

Commissioner White announced the 2012 Community Needs Assessment has been completed and new State regulations for restaurant inspections were implemented.

Chairman Poole announced RCCC (Rowan-Cabarrus Community College) will hold the dedication for the 7th Floor of the Sheriff's Administration Building on August 27th, several Commissioners will attend; the Cabarrus Literacy Council's Annual Fundraiser will be held on September 6th; the ribbon-cutting ceremony for the Cabarrus County Fair will be held on September 8th and the Canned Food Drive at the Fair will be held on Sunday, September 9th.

(J) GENERAL COMMENTS BY BOARD MEMBERS

Commissioner Carruth expressed appreciation for citizens' interest in the budget, addressed fund balance and the completion of the annual audit.

(K) WATER AND SEWER DISTRICT OF CABARRUS COUNTY

None.

(L) CLOSED SESSION

(L-1) Closed Session - Economic Development

UPON MOTION of Commissioner Carruth, seconded by Commissioner Measmer and unanimously carried, the Board moved to go into closed session to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body as authorized by NCGS 143-318.11(a)(4). Ryan McDaniels, Economic Development Corporation, was invited into the meeting.

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

(M) RECESS

UPON MOTION of Commissioner White, seconded by Vice Chairman Burrage, and unanimously carried, the meeting recessed at 8:34 p.m., until Monday, August 27, 2012 at 4:00 p.m. in the Multipurpose Room.

Kay Honeycutt, Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Recognitions and Presentations

SUBJECT:

BOC - Recognition of Jessica Castrodale on Her Service to the Public Health Authority of Cabarrus County

BRIEF SUMMARY:

Jessica Castrodale served six consecutive years on the Public Health Authority of Cabarrus County and is to be commended for her many years of dedicated service.

REQUESTED ACTION:

Recognize Jessica Castrodale and present framed certificate of appreciation.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Kay Honeycutt, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Recognitions and Presentations

SUBJECT:

Planning and Development Services - Recognition of Brenda E. Cook and Todd C. Berg for Their Service on the Cabarrus Planning and Zoning Commission

BRIEF SUMMARY:

Brenda E. Cook and Todd C. Berg have served six (6) years on the Cabarrus Planning and Zoning Commission and are to be commended for their service to the citizens of Cabarrus County.

REQUESTED ACTION:

Recognize Ms. Cook and Mr. Berg.
Present service recognitions.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris, Planning and Zoning Manager
Kay Honeycutt, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Recognitions and Presentations

SUBJECT:

Cooperative Extension - Proclamation for National 4-H Week

BRIEF SUMMARY:

National 4-H Week is being celebrated from October 7th-13th. Cabarrus County 4-H serves over 7,000 youth annually with the assistance of over 400 volunteers. These youth and volunteers donated more than 50,000 hours of community service valued at \$1,000,000!

REQUESTED ACTION:

Motion to adopt proclamation.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Deborah G. Bost,
County Extension Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

[Proclamation](#)



National 4-H Week Proclamation

Whereas, October 7-13 is National 4-H Week in the United States; and

Whereas, more than 5 million youths take part in 4-H club programs nationwide; and

Whereas, 4-H is ranked fourth in total awareness among agencies serving youth; and

Whereas, the North Carolina Cooperative Extension System conducts 4-H programs through the state land-grant universities with the mission to help young people acquire knowledge, develop life skills and form attitudes which will help them become self-directing, productive members of society; and

Whereas, 4-H addresses issues facing youth wherever they live — in inner cities, suburbs and rural communities and helps break barriers by focusing on learning-by-doing; and

Whereas, 4-H builds youths self-esteem, leadership and citizenship skills, and focuses on critical issues such as protecting the environment; and

Whereas, 4-H has programs on food and nutrition, science and technology, natural resources, substance abuse prevention, growing plants, caring for farm animals, career education, community pride, citizenship and leadership; and

Whereas, more than 7,000 youth are active in 4-H in Cabarrus County; and

Whereas, exciting, fun and student-centered educational programs are available through Cabarrus County 4-H Programs; and

Whereas, more than 500 adult volunteers in Cabarrus County, donate countless hours and effort each year in preparing for and teaching youth; and

Now, Therefore, Be It Resolved, that the Board of Commissioners for Cabarrus County, North Carolina, do hereby proclaim October 7-13, 2012 as 4-H Week in Cabarrus County, North Carolina.

Adopted this the 17th day of September, 2012.

Elizabeth F. Poole, Chairman
Cabarrus County Board of Commissioners



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Old Business

SUBJECT:

County Manager - Update on KCS QSCB (Qualified School Construction Bonds) Projects

BRIEF SUMMARY:

KCS representatives will present an update on the QSCB projects at the work session or regular meeting. The update will include:

- Executed contracts by project
- Project timelines and budgets
- Plan for meeting 10% commitment requirement
- Technology Review Committee recommendations

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Will Crabtree, Kannapolis City Schools

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as an Old Business item.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Finance - Ongoing Projects Budget Amendment, Phase II

BRIEF SUMMARY:

Each year, there are projects that need to be transitioned to the new fiscal year. Projects were not budgeted for FY 2013 because they were underway (or delayed after the budget had been submitted) and/or were anticipated to be completed before year-end. The majority of projects submitted in Phase II are grant related, but a few are projects and/or purchases that did not make the year-end cut off of June 30, 2012. A list of the re-appropriations are attached for your review. One project, approved in August (Kannapolis Meeting Room Reservation) will be transferred from the General Fund to Fund 343 for accounting tracking purposes.

REQUESTED ACTION:

Motion to approve the budget amendment and updated project ordinance.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Pamela S. Dubois, Deputy County Manager/Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

BUDGET AMENDMENT:

Cabarrus County Budget Amendment Request

Date: 9/17/2012

Amount: \$974,252.00

Dept. Head: Pamela S. Dubois

Department: General , Landfill, and Fund 343

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

Purpose:

To appropriate Fund Balance and grant revenues for re-appropriated grants and projects from Phase II. One project that was re-appropriated in August is being transferred to Fund 343 for accounting purposes of tracking the total project cost.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00198240-9302	Circulation Stock	\$176,320.00	\$130,000.00		\$306,320.00
00198145-9496	Senior Center Ops Grt	\$36,611.00	\$62,850.00		\$99,461.00
00195760-9417-LWNC	Aging Grants LWNC	\$0.00	\$27,075.00		\$27,075.00
00195760-9486	Family Friends	\$0.00	\$19,298.00		\$19,298.00
00198240-9607	Architect	\$0.00	\$9,740.00		\$9,740.00

00198240-9445	Purchased Services	\$24,120.00	\$25,000.00		\$49,120.00
00198240-9342	Minor Tech Equipment	\$0.00	\$25,000.00		\$25,000.00
00191952-9501	Bldg. & Grounds	\$948,500.00		\$10,000.00	\$938,500.00
00191960-9708	Cont. Capital Proj Fd	\$0.00	\$30,000.00		\$30,000.00
34398210-9821-0440	Building and Renovatio	\$50,000.00	\$30,000.00		\$80,000.00
34368210-6902-0440	Cont. from General Fd	\$0.00	\$30,000.00		\$30,000.00
00194620-937001	NC Electronic Mgmt.	\$7,000.00	\$6,683.00		\$13,683.00
00191810-942001	Telecommunications	\$494,496.00	\$50,000.00		\$544,496.00
00191810-9860	Equip & Furn	\$0.00	\$11,050.00		\$11,050.00
00191810-9605	Consultants	\$20,000.00	\$12,259.00		\$32,259.00
00197210-9862	School - Technology	\$24,000.00	\$22,213.00		\$46,213.00
00191230-9331	Minor Equip & Furn	\$0.00	\$17,750.00		\$17,750.00
00191230-9647	Wellness Program	\$11,000.00	\$2,367.00		\$13,367.00
00195675-9332	Special Needs Kids	\$0.00	\$58,968.00		\$58,968.00
00195760-9417-ADRC	Dept. of Aging - ADRC	\$109,952.00	\$76,613.00		\$186,565.00
00198140-9330-BCBS	Tools & Minor Equip	\$0.00	\$298.00		\$298.00
00192110-9853	SCAAP grant	\$0.00	\$62,613.00		\$62,613.00
00192710-9482	Employee Perf Grant	\$0.00	\$56,196.00		\$56,196.00
00192710-9431	McGuire Grant Exp	\$12,636.00	\$11,628.00		\$24,264.00
00192110-9361-JAG	OJP Grant	\$4,139.00	\$3,182.00		\$7,321.00
00162110-6361-JAG	Office of Justice	\$0.00	\$3,182.00		\$3,182.00
00192710-9860-BZP	Exercise & Training	\$0.00	\$53,737.00		\$53,737.00
00162710-6328-BZP	NC Crime Control	\$0.00	\$53,737.00		\$53,737.00
00195620-9448	White Goods Expense	\$2,000.00	\$176,632.00		\$178,632.00
27064610-6901	Fund balance Approp	\$0.00	\$122,200.00		\$122,200.00
27094610-9704	Cont. to Gen Fd	\$0.00	\$122,200.00		\$122,200.00
00198140-9356-NCRPA	Special Program Supp	\$0.00	\$3,100.00		\$3,100.00
00161710-6901	Fund balance Approp	\$50,000.00	\$765,133.00		\$815,133.00
00164610-6907	Cont from Landfill Fun	\$0.00	\$122,200.00		\$122,200.00
	Total				

ATTACHMENTS

- [Re appropriations List for September](#)
- [Re appropriations list from August 2012](#)
- [Project Ordinance](#)

Department	Project / Grant	Account Information Fund-I-Dept.-Object-Proj	Account Description	Amount	Justification
Libraries	Cannon Trust Fund Monies for Books	00198240-9302	Circulation Stock	\$ 130,000.00	The County receives grants funds each march for use in the next fiscal year. The grant funds are for the purchase of books for each library branch.
Aging Programs	Grant funds for Senior Center operations	00198145-9496	Senior Center Operations	\$ 62,850.00	Unspent grant funds for the operations of he Senior Centers. The Funds will
Aging Services	Living Well in NC	00195760-9417-LWNC	Aging grant - Living Well in NC	\$ 27,075.00	Grant funds for Living Well in NC (Programs related to wellness programs, equipment for Seniors)
Aging Services	Grant funds for Family Friends	00195760-9486	Family Friends	\$ 19,298.00	Grant funds to continue the Family Friends program. This program utilizes Senior Volunteers who spend time with a family that has a child wit ha disability or chronic illness so the family can spend quality time wit hthe other children.
Libraries	Architect for Mt. Pleasant Library, was in budget 00198220-9607 for FY 2012	00198240-9607	Architect	\$ 9,740.00	Donated monies for a citizens for the design expansion for the Mt. Pleasant library
Libraries	Cannon Trust Fund Monies for Library Programs	00198240-9445	Purchased Services	\$ 25,000.00	Grant funds to be utilized for programs at the libraries for FY 2013
Libraries	Cannon Trust Fund Monies for Laptops and Smart Board	00198240-9342	Minor Technology	\$ 25,000.00	Grant Funds to be used to purchase laptops and a smart board
Libraries	Cannon Trust Fund Monies for the Kannapolis Library Meeting Room	34398210-9821-0440	Building and Ground Maint.	\$ 20,000.00	Grant Fund to be used for the Kannapolis Library Meeting Room. The Cannon Foundation contributed \$50,000 towards this project in FY 2012
Waste Reduction/Recycling	NC DENR Div. of Waste Mgmt. 2012 funds distribution for local governments electronic recycling	00194620-937001	NC Electronic Mgmt.	\$ 6,683.00	These funds are to be used only in support of programs to manage discarded computer equipment, televisions, and other electronic devices
IT	Wireless equipment to eliminate monthly Telco date service charges at several remote sites	00191810-942001	Telecommunications	\$ 50,000.00	Unable to complete project by end of fiscal year
IT	Redesign of back office for improved collaboration between helpdesk and admin staff	00191810-9860	Equipment and Furniture	\$ 11,050.00	In process at year end but not yet completed
IT	Munis ERP Consulting	00191810-9605	Consultants	\$ 12,259.00	Project start in FY 2012 in the area of payroll and human resources. The projects is still underway wit the new electronic application process and will continue through contract administration this fall/winter
IT/Schools	School collaborative Technology Services Project	00197210-9862	Schools- technology	\$ 22,213.00	Network Infrastructure Project was started and worked on heavily during the summer while school was out but not completed by year end
Human Resources	Fitness Resource - equipment	00191230-9331	Minor equipment and furniture	\$ 17,750.00	Equipment ordered but not received by June 30, 2012
Human Resources	Fitness Resource - equipment	00191230-9647	Wellness Program	\$ 2,367.00	Equipment ordered but not received by June 30, 2012

Social Services	Special Needs Kids	00195675-9332	Special Needs Kids	\$ 58,968.00	This money is given to us as an incentive to keep our adoptions rate up. After we meet the standard and do the paperwork to show a certain amount of children adopted. There is money given over and above for each child adopted after meeting that quota. This money has stipulations that it has to be spent in ways to continue to help children get adopted. Some of the ways it can be spent is advertising, incentives, and more. This money is kept by the county until used. Each year, we are evaluated and if we have met the quota and then exceeded it, we could receive more money to aid in this procedure. This money is tracked.
Aging Services	Aging Disability Resources Connections	00195760-9417-ADRC	Aging Grants -ARDC	\$ 76,613.00	Unexpended grant funds from previous years - back to FY 2010. This the CRC program, Community Resource Connections. This program will be in full swing in FY 2013.
Active Living and Parks	BCBS Healthy Concessions Grant	00198140-9330-BCBS	BCBS Healthy Concessions Grant	\$ 298.00	Unexpended grant funds
Sheriff	State Alien Assistance Grant	00192110-9853	SCAAP grant	\$ 62,613.00	unexpended funds from state alien assistance program
Emergency Management	Employee Performance Grant	00192710-9482	Employee Performance Grant	\$ 56,196.00	unexpended funds from grant
Emergency Management	McGuire - Duke Power Grant	00192710-9431	McGuire - Duke Power Grant	\$ 11,628.00	unexpended funds from grant
Sheriff	JAG grant	00192110-9361-JAG	Office of Justice Program Grant	\$ 3,182.00	Reimbursement grant funds to be expended and offset by the grant revenue of 00162110-JAG
Emergency Management	Buffer Zone Protection Grant	00192710-9860-BZP	BZP - Equipment and furniture	\$ 53,737.00	Reimbursement grant funds to be expended and offset by the grant revenue of 00162710-6328-BZP
Waste Reduction/Recycling	White Goods expense	00194620-9448	White Goods Expense	\$ 176,632.00	This money is given to the County for use in the disposal of white goods. The County must only spend these funds on approved expenses. We are required to report to the state the balance in this account each year with our annual audit. These funds are re-appropriated each year for use in the purchase of authorized expenditures. \$122,200 of these funds are located in the landfill fund and the balance is located in the general fund.
Active Living and Parks	NCRP Nourishing Grant	00198140-9356-NCRPA	NCRP Nourishing Grant	\$ 3,100.00	NC Park and Recreation grant for a community garden.
			TOTAL	\$ 944,252.00	

CABARRUS COUNTY CONSTRUCTION & RENOVATION
CAPITAL PROJECT ORDINANCE

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

Section 1. The project authorized is the various County construction related projects. Details of the projects are listed in Section 3 of this Project Ordinance.

Section 2. 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.

Section 3. The following budgeted amounts are appropriated for the projects:

Demolition of old Jail and new Parking	\$ 2,000,000
Renovation of Human Services Building	\$ 1,193,033
Governmental Center Main Area Handler	\$ 100,000
Demolition of old Board of Elections	\$ 650,000
Arena roof replacement	\$ 148,800
Renovation of Kann Library Program Room	\$ 80,000
Emergency Telephone Equipment	\$ 847,612
Southeast Community Park	\$ 5,231,394
Board of Elections Renovation	\$ 2,313,767
Mini Governmental Campus	\$ 244,877
Bethel Elementary Project	\$ 9,600
Debt Service Payments	\$ 1,738,723
Courthouse Chiller replacement	\$ 135,000
Multi Building Precast Sealing & Caulking	\$ 240,000
Arena HVAC Equipment replacement	\$ 1,000,000
Camp T.N. Spencer Park	\$ 75,000
Human Services HVAC	\$ 100,000
Total	\$16,107,806

Section 4. The following revenues are anticipated to be available to complete this project:

Capital Project Funds (Capital Reserve)	\$11,758,800
Rental - Tower Lease	\$ 102,478
Lease Proceeds (Wallace Park)	\$ 3,421,394
General Fund Contribution	\$ 825,134
Total	\$16,107,806

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Section 9. At the completion of the construction project, all unrestricted excess funds are transferred to the General Fund and the Capital Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$500,000 between functions of the same ordinance.
- c. The 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.
- d. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 17th day of September, 2012.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Elizabeth F. Poole, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Human Services (Transportation Division) - Approval of Additional Positions for 5310 Grant and Related Budget Amendment - \$77,549

BRIEF SUMMARY:

The 5310 Elderly and Disabled grant application was approved on January 17, 2012 and provides funding for three new full-time drivers. These positions are funded for a two year period ending June 30, 2014. As long as the funds are received by the County, the positions will continue to be funded. A budget revision is attached to re-allocate grant funds received by the County for the 5310 Grant.

REQUESTED ACTION:

Motion to adopt budget amendment and approve three new full-time driver positions, grade 57, step 1.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Randy Bass, Transportation Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

BUDGET AMENDMENT:

Cabarrus County Budget Amendment Request

Date: 9/17/2012

Amount: \$77,549.00

Dept. Head: Randy Bass, Transportation Director

Department: Transportation

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

Purpose:

To allocate funds for the establishment of three positions for the 5310 Grant. In last months adjustment to the transportation budget, the department sent \$81,364 of excess fund to contingency. This budget amendment will recover \$77,549 of those funds.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00195240-9101	Salaries and Wages	\$730,519.00	\$52,391.00		\$782,910.00
00195240-9201	Social Security	\$44,652.00	\$3,248.00		\$47,900.00
00195240-9202	Medicare	\$10,454.00	\$760.00		\$11,214.00
00195240-9205	Group Hospital Ins	\$181,712.00	\$14,025.00		\$195,737.00
00195240-9206	Vision Care	\$546.00	\$57.00		\$603.00

00195240-9210	Retirement	\$51,348.00	\$3,531.00		\$54,879.00
00195240-9235	Def. C 401k	\$38,092.00	\$2,620.00		\$40,712.00
00195240-9640	Insurance and Bonds	\$13,345.00	\$917.00		\$14,262.00
00191910-9660	Contingency	\$341,475.00		\$77,549.00	\$263,926.00
					\$0.00
	Total	\$1,412,143.00	\$77,549.00	\$77,549.00	\$1,412,143.00

Budget Officer

i Approved
i Denied

County Manager

i Approved
i Denied

Board of Commissioners

i Approved
i Denied

Signature

Date

Signature

Date

Signature

Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

ITS (E911 Addressing) - Bostian Fisher Road - NCDOT Maintenance Abandonment Request

BRIEF SUMMARY:

In order to make the ROBERT STEPHEN HOLLIFIELD farm more secure, a portion of Bostian Fisher Road (approximately 385 linear feet) needs to be abandoned by the North Carolina Department of Transportation (NCDOT). This abandonment is requested so that security measures can be installed where the current road right-of-way exists. A map of the portion of the road to be abandoned and a resolution of support for this action is included. A public hearing will be required once NCDOT approves the abandonment.

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Lee Snuggs - E911 Address Coordinator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [Resolution of Support for DOT Road](#)
 - [Bostian Fisher Rd Map](#)
 - [GS 153A-241](#)
-

**RESOLUTION EXPRESSING SUPPORT
OF
THE CABARRUS COUNTY BOARD OF COMMISSIONERS
FOR
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
TO REVIEW ABANDONMENT AND CLOSURE
OF
A PORTION OF STATE ROAD NUMBER 2438
ALSO KNOWN AS BOSTIAN FISHER ROAD**

WHEREAS, North Carolina State Road 2438 in Cabarrus County is known as Bostian Fisher Road, being a paved road approximately 1 mile in length, with the last 385 feet being the portion requested to be abandoned.

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

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

NOW THEREFORE, BE IT RESOLVED BY THE Board of County Commissioners of the County of Cabarrus that the Division of Highways is hereby requested to review the above described road and to cease maintenance of same road if it meets established standards and criteria.

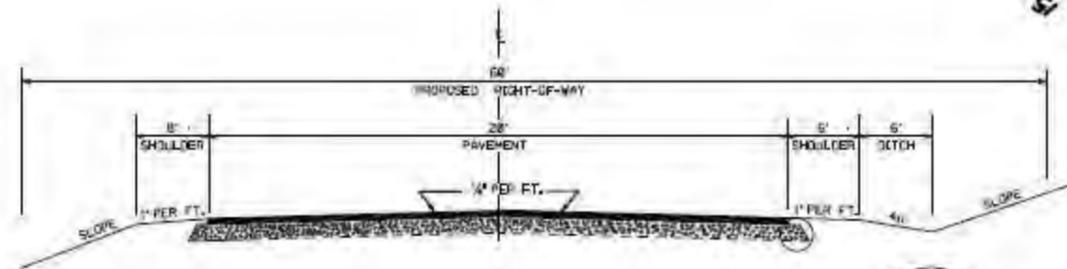
Adopted this ____ day of _____, 2012.

Elizabeth F. Poole, Chairman
Cabarrus County Board of Commissioners

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
N.C.		1	4
F.A. PROJECT NO.			

GEORGE MICHAEL CARTER
DB 1774 - 0154

CURVE DATA
 $\Delta = 17^{\circ}26'08''$ IRT. ANJ
 $D = 17^{\circ}05'55''$
 $R = 300.0000'$
 $T = 54.36'$
 $E = 4.37'$
 $L = 10.76'$
 $Lc = 10.28'$



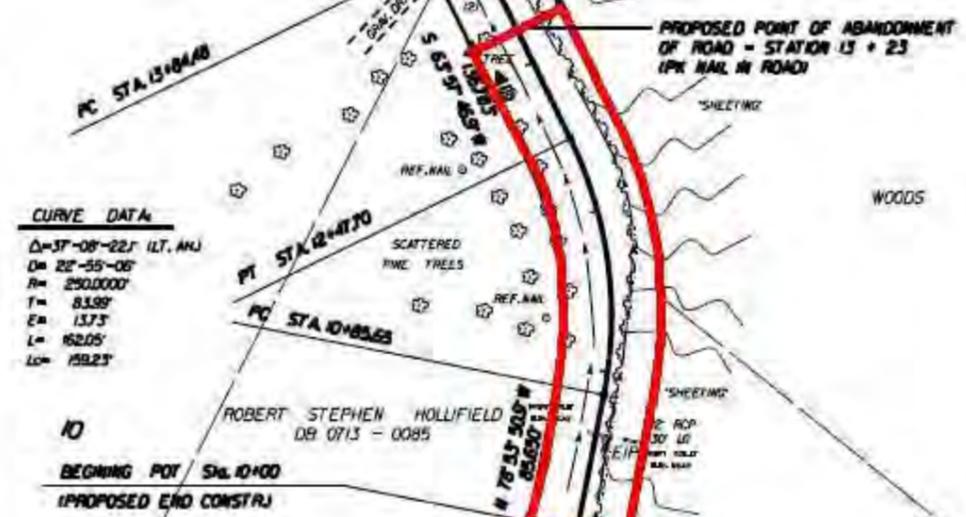
JOHNNIE LEE CARTER
DB 1502 - 0224

JOHNNIE LEE CARTER
DB 0767 - 0301

JOHNNIE LEE CARTER
DB 0767 - 0301

CURVE DATA
 $\Delta = 37^{\circ}08'22''$ IRT. ANJ
 $D = 22^{\circ}55'08''$
 $R = 250.0000'$
 $T = 83.99'$
 $E = 13.73'$
 $L = 162.05'$
 $Lc = 159.23'$

CURVE DATA
 $\Delta = 107^{\circ}31'17''$ IRT. ANJ
 $D = 52^{\circ}05'13''$
 $R = 10.0000'$
 $T = 150.08'$
 $E = 76.08'$
 $L = 206.43'$
 $Lc = 07.44'$



EROSION CONTROL DETAIL & SPECIFICATIONS

- SILT BASIN (6 x 3 x 3) (TYPE B) (UNLESS INDICATED OTHERWISE)
- TEMP. ROCK SILT CHECK (TYPE B)
- ROCK PIPE INLET PROTECTION (TYPE B)
- DITCH FLOW
- PIPE OUTLET ENERGY DISSIPATOR
- TEMPORARY SILT FENCE

NOTE	SILT BASIN STORAGE AREA
(1) ONE ACRE = 43,560 FT. ² / ACRE	5 x 2 x 2 = 24
TEMP. DISTURBANCE = 1000 FT. ² / DISTURBED ACRE	6 x 3 x 3 = 54
	8 x 4 x 3 = 72
	8 x 2 x 2 = 32
	8 x 3 x 3 = 72
	8 x 4 x 3 = 96

SR* 2438 (BOSTIAN FISHER ROAD)
 TWP.* 6 CABARRUS COUNTY
 SECONDARY ROAD CONSTRUCTION PROGRAM

SCALE	1"=50'	REVISIONS
DATE	AUG. 29, 2001	NO. 1
DWG. BY	ROP	NO. 2
DESIGN BY	ROP	NO. 3
APPROVED		NO. 4

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

ITS - Approval of Agreement for Data and Phone Services for Cabarrus County Facilities with Time Warner Cable Business Class

BRIEF SUMMARY:

In an effort to improve service levels ITS is recommending a three year contract with Time Warner Cable Inc. to provide data services to county facilities. Additionally, Cabarrus County's five Primary Rate Interfaces (PRIs) will be migrated to Time Warner Cable Inc. The PRIs provide the inbound and outbound dial tone for the majority of Cabarrus County's phone services.

REQUESTED ACTION:

Motion to approve the contract between Cabarrus County and Time Warner Cable Business Class (Time Warner Cable Inc); and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Todd Shanley, ITS

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

Consent item.

ATTACHMENTS

[Contract with TWC](#)

Time Warner Cable Business Class Service Agreement Cover Sheet

This Business Class Service Agreement ("Service Agreement") is made by and between Time Warner Cable Inc., through its East Region - Carolinas, by itself and on behalf of its affiliates ("TWC") and the Customer below ("Customer"). Contract# _____

Customer: Cabarrus County		Contact: Debbie Brannon
Address: 65 Church St		
City: Concord	State: NC	Zip: 28026
Telephone #: (704)920 2155	Fax #: _____	E-mail: dabrannan@cabarruscounty.us

TWC:		Contact: John Moore
Address: 101 Innovation Ave		
City: Morrisville	State: NC	Zip: 27560
Telephone #: (919) 573-7308	Fax #: (919) 573-7343	E-mail: john.l.moore@twcable.com

Services: Subject to the terms and conditions of this Service Agreement, TWC shall provide Customer with the services ordered in Exhibit A and as further described in the Attachments (as defined in the Time Warner Business Class Terms and Conditions attached hereto in Exhibit B (the "Terms and Conditions")). Customer must purchase any additional capacity or services separately in a Service Order (as defined in the Terms and Conditions).

Monthly Recurring Fees: \$27.259
Installation Charges: \$TBD [PRIOR TO EXECUTION]

The fees set forth above do not include applicable taxes and other similar charges which shall be the responsibility of the Customer (as described more fully in the Terms and Conditions)

Initial Term of Service: 36 months from the date of the Completion Notice (as defined in the Terms and Conditions).

THIS SERVICE AGREEMENT SHALL AT ALL TIMES BE SUBJECT TO THE TERMS AND CONDITIONS. THE TERMS AND CONDITIONS AND EXHIBITS ARE HEREBY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS SERVICE AGREEMENT FOR ALL PURPOSES. BY EXECUTING THIS SERVICE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND AGREES TO BE BOUND BY SUCH TERMS AND CONDITIONS AND EXHIBITS.

CUSTOMER:

By: _____
 Name: _____
 Title: _____
 Date: _____

TIME WARNER CABLE INC., THROUGH
 ITS EAST REGION - CAROLINAS

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT A

	Location Name	Street Address	City	State	Service	Monthly
1	Governmental Center	65 Church Street SE	Concord	NC	1Gb Metro E 2 PRI	\$ 1,275 \$ 950
2	Sheriff's Office	30 Corbin Ave South	Concord	NC	1 PRI	\$ 475
3	EMS #1	31 Willowbrook Dr	Concord	NC	10 Mb	\$ 475
4	EMS #3	325 Jackson St	Mt. Pleasant	NC	10 Mb	\$ 475
5	EMS #2	380 Hwy 49S	Concord	NC	10 Mb	\$ 475
6	EMS #4	913 Dale Earnhardt	Kannapolis	NC	10 Mb	\$ 475
7	EMS #6	9045 Rocky River Road	Harrisburg	NC	10 Mb	\$ 475
8	EMS #5	5943 Davidson HWY	Concord	NC	10 Mb	\$ 475
9	EMS #8	12767 Highway 601 S	Midland	NC	10 Mb	\$ 475
11	Co-op Extension Bldg.	715 Cabarrus Ave	Concord	NC	100 Mb	\$ 975
12	Kannapolis Library	850 Mountain St	Kannapolis	NC	100 Mb	\$ 975
13	Mt. Pleasant Library	8556 Cook St	Mt. Pleasant	NC	100 Mb	\$ 975
14	Concord Library	27 Union Street N	Concord	NC	100 Mb	\$ 975
15	Harrisburg Library	201 Sims Parkway	Harrisburg	NC	100 Mb	\$ 975
16	Mt. Pleasant Senior Center	8615 Park Drive	Mt. Pleasant	NC	10 Mb	\$ 475
17	Senior Center	331 Corban Ave	Concord	NC	10 Mb	\$ 475
18	Landfill/Scale Bldg.	4441 Irish Potato Rd	Concord	NC	10 Mb	\$ 475
19	BOE - Creamery	369 Church Street North	Concord	NC	100 Mb	\$ 975
21	Human Services Center	1303 S Cannon Blvd	Kannapolis	NC	1 Gb 1 PRI	\$ 1,275 \$ 475
22	Parks and Recreation Bldg.	2323 Concord Lake Road	Concord	NC	10 Mb	\$ 475
23	Arena & Events Center	4751 Hwy 49 N	Concord	NC	10 Mb	\$ 475
24	Frank Liske Park	4001 Stough Rd	Concord	NC	10 Mb	\$ 475
25	Sheriff's Dept. Firing Range	3525 Irish Potato Rd	Concord	NC	10 Mb	\$ 475
26	Midland Tower	391 E NC 24/27 highway	Midland	NC	1 Gb	\$ 1,275

\$ 19,200

I-Net/Dark Fiber Segments:

Network Maintenance Fee:	\$ 1,300
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New Segments			Mileage	# Strand	Monthly	
1	Human Services Center	1303 S Cannon Blvd	Kannapolis	1.84	2	\$ 96
	AL Brown HS	415 E 1st St	Kannapolis	\$75/m		
2	Governmental Center	65 Church Street SE	Concord	6.57	2	\$ 342
	Mt Pleasant HS	700 Walker Rd	Mt Pleasant	\$75/m		
3	Education Center	4401 Old Airport Rd	Concord	12.47	2	\$ 648
	Human Services Center	1303 S Cannon Blvd	Kannapolis	\$75/m		

Existing Segments			Mileage	# Strand	Monthly	
4	Human Services Center	1303 S Cannon Blvd	Kannapolis	0.71	6	\$ 111
	TWC Kannapolis Hub	909 Kansas St	Kannapolis	\$52/m		
5	TWC Kannapolis Hub	909 Kansas St	Kannapolis	2.41	2	\$ 125
	Kannapolis PD	314 S Main St	Kannapolis	\$52/m		
6	TWC Kannapolis Hub	909 Kansas St	Kannapolis	3.54	2	\$ 184
	Governmental Center	65 Church Street SE	Concord	\$52/m		
7	TWC Kannapolis Hub	909 Kansas St	Kannapolis	4.68	2	\$ 243
	Cabarrus Co Library	27 Union St N	Concord	\$52/m		
8	Governmental Center	65 Church Street SE	Concord	7.97	2	\$ 415
	Cabarrus Co Library	27 Union St N	Concord	\$52/m		

I-Net MRC	\$ 3,464
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Total MRR:	\$ 27,259
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Metro E + PRI + I-Net

EXHIBIT B

Time Warner Cable Business Class Terms and Conditions

1.0 AGREEMENT.

These Time Warner Cable Business Class Terms and Conditions (“**Terms and Conditions**”), and any Time Warner Cable Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class Service Agreement to which these Terms and Conditions are attached (“**Service Agreement**”) and constitute the “**Master Agreement**” by and between Customer and TWC (collectively, the “**Parties**” or each individually a “**Party**”) for the services specified on Service Orders (“**Services**”). The attachments to these Terms and Conditions (“**Attachments**”) further describe TWC’s services and are hereby incorporated into, and made a part of, these Terms and Conditions by this reference. The Attachments set forth additional terms and conditions for the applicable Service. “**TWC**” means the Time Warner Cable Inc.-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS.

2.1 Subject to the terms and conditions of the Master Agreement, TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at TWC’s discretion, utilize one or more of its affiliates or third parties to deliver the Services (“**Third Party Services**”). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC’s reasonable control.

2.2 Customer shall request Services by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC’s acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a “**Service Order**” hereunder and shall be deemed incorporated into, and made a part of, the Master Agreement by this reference. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC’s acceptance of such proposed service and/or work order in writing; or (b) TWC’s commencement of delivery of the Service(s) set forth in such proposed service and/or work order. Exhibit A to the Service Agreement shall constitute a separate Service Order with respect to each of the sites set forth therein (“**Initial Service Order(s)**”), and the corresponding terms set forth on Exhibit A shall apply to the provision of Services to each of such sites.

3.0 SERVICE & EQUIPMENT INSTALLATION.

3.1 Customer shall obtain and maintain, or ensure that each Customer employee or branch office which uses the Service (each, an “**End User**”), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner

consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer's and any Customer End User's facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services. In addition, Customer shall provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power or access as described in these Terms and Conditions, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer.

3.2 Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("**Completion Notice**") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (a) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (b) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Customer shall perform interconnection of the Services and TWC Equipment with Customer's or an End User's equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.

3.3 In the event that Customer requires any Service to be transferred from the existing location to a new location, or requires the demarcation to be moved within the existing location, then, subject to TWC's acceptance of such transfer or move, Customer will pay in the form of an installation fee all associated capital, engineering, and other costs as determined by TWC.

4.0 SUPPORT & MAINTENANCE.

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items (collectively, "**TWC Equipment**"), on TWC's side of the demarcation points used by TWC to provide the Service. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually

agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. In the event Customer, or Customer's employees, agents, or contractors are responsible for a cable cut, then Customer shall be responsible for any costs associated with the repair of a such cable cut. Customer shall provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS.

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities and all TWC-provided fibers remain free and clear of all liens and encumbrances, and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. As between the Parties, Customer is solely responsible for: (a) all use (whether or not authorized) of the Service by Customer, an End User or any person or entity, which use shall be deemed Customer's use for purposes of the Master Agreement; (b) all content that is viewed, stored or transmitted via the Service; and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer shall conform its equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

6.0 TERM.

The Master Agreement shall commence on the date of the last signature on the Service Agreement (the "Effective Date"), and shall remain in effect for the later of either thirty-six (36) months or until the expiration or termination of all Service Orders (the "**Term**"). Unless otherwise set forth in the Service Order, the term for the applicable Service shall be set forth in the Service Agreement ("**Initial Order Term**") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("**Renewal Order Term**", collectively with Initial Order Term, "Order Term"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT.

For each Service, Customer shall pay TWC all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the “**Service Charges**”) as set forth on the Service Order in accordance with the following payment terms: Service Charges shall be billed to Customer on a monthly basis commencing upon Service installation, and are payable within thirty (30) days after the date appearing on the invoice. Customer must bring any billing error to TWC’s attention within thirty (30) days after the date appearing on the applicable invoice or Customer waives its right to a refund or credit associated with such billing error. TWC shall not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the Initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a late fee for any amounts which are not paid when due. The late fee shall be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys’ fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates, and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES.

8.1 Customer shall pay all applicable federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer, and Customer shall pay, the amount of any state or local fees, charges or taxes arising as a result of the Master Agreement that are imposed on TWC or TWC’s Services, or measured on TWC’s receipts, and any other costs or expenses that TWC is entitled under applicable law to pass through to or otherwise charge Customer for Customer’s use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer’s invoice. TWC shall be responsible for and shall pay all taxes measured by TWC’s net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC’s net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC’s net income. Customer shall provide TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer shall reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification and/or treatment of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC

and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

9.1 All materials including, but not limited to, any fibers, TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "**TWC Materials**") shall remain the sole and exclusive property of TWC or its suppliers. Nothing herein is intended to convey any right or ownership interest to Customer or any other person or entity in or to such TWC Materials. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for under the Master Agreement. Customer may use the TWC Materials solely for Customer's use of the Service during any applicable Order Term and the same may not be transferred by Customer to any other person, corporation or entity. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer in the Master Agreement are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Customer shall maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted in the Master Agreement, the TWC Materials and any other information and materials provided by TWC in connection with the Master Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of the Master Agreement.

9.3 If software is provided to Customer under the Master Agreement, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of these Terms and Conditions. TWC shall notify Customer of any material adverse change to these

Terms and Conditions or Service descriptions by posting such modified Terms and Conditions or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services or these Terms and Conditions and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

11.0 TERMINATION.

11.1 Either Party may terminate a Service Order: (a) upon thirty (30) days written notice to the other Party of the other Party's material breach of the Master Agreement or the applicable Service Order, provided that such material breach is not cured within such thirty (30) day period; (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange (each a "**Bankruptcy Event**"); or (c) immediately, in the event that, after entering into such Service Order, TWC conducts a site survey and learns that the construction costs shall require a material increase in the Service Charges. In the event that Customer fails to comply with any applicable laws or regulations or the terms of the Master Agreement, upon thirty (30) days written notice TWC may suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. In the event of a suspension of Service, TWC may require the payment of reconnect or other charges before restarting the suspended Service.

11.2 Upon the termination or expiration of the Master Agreement (including all Service Orders): (a) TWC's obligations under the Master Agreement shall cease; (b) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees, if any; (c) Customer shall promptly cease all use of any software provided by TWC under the Master Agreement, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall reimburse TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11.

11.3 In addition, notwithstanding anything to the contrary in the Master Agreement, in the event this Master Agreement or any Service Order hereunder terminates for any reason other than TWC's material breach or a Bankruptcy Event impacting TWC (as permitted in Sections 11.1(a) or (b)) or as permitted in Section 11.1(c) above, Customer shall, at TWC's discretion: (a) promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Term or the then-current renewal

term; or (b) reimburse TWC for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations and any unpaid portion of the installation fee set forth in the applicable Service Order(s).

11.4 The provisions of sections 7 - 9, 11 - 15, 17.1, 18, 19, 21 – 23, 25 and 26 and the Attachments shall survive the termination or expiration of the Master Agreement.

12.0 INDEMNIFICATION.

Customer shall defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 of these Terms and Conditions; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; or (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D.

13.0 DISCLAIMER OF WARRANTY.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE, AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC SHALL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS

TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE MASTER AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY.

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER UNDER THE MASTER AGREEMENT. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15.0 DISCLOSURE OF CUSTOMER INFORMATION.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "**Telecommunications Act**"), the Federal Cable Communications Act (the "**Cable Act**"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Policy, and, if applicable, in TWC's tariff, which are incorporated into, and made a part of, the Master Agreement by this reference. The Subscriber Privacy Policy is available at www.twcbc.com/legal. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("**ARIN**") or any similar agency, or in accordance with TWC's Subscriber Privacy Policy or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE.

Notwithstanding anything to the contrary in the Master Agreement, a Party shall have no liability to the other due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a “**Force Majeure Event**”). Notwithstanding anything to the contrary in the Master Agreement, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.

17.1 In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC’s delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer under the Master Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer’s requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer’s purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC’s delivery of, and Customer’s use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.2 The Master Agreement, including the Attachments and the Service Order(s), are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided under the Master Agreement, then such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute

a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT.

The Master Agreement, including without limitation all Attachments, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE.

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement then the terms of the Service Order shall control.

20.0 COMPLIANCE WITH LAWS.

As between the Parties, TWC shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated in the Master Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Master Agreement. Unless specified otherwise in the Master Agreement, each Party shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in the Master Agreement.

21.0 ARBITRATION.

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT

HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 GOVERNING LAW; JURISDICTION; CLAIMS.

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Any legal action brought under or in connection with the subject matter of the Master Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Master Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Master Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Master Agreement must be initiated not later than one (1) year after the claim arose.

23.0 SEVERABILITY; WAIVER.

In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth in the Master Agreement and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default under the Master Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on TWC, any waiver must be in writing.

24.0 ASSIGNMENT.

Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC in the Master Agreement may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors.

25.0 PUBLICITY.

Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent.

26.0 NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF THE PARTIES.

There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors.

27.0 TWCBC.COM.

Customer agrees that all of its use of the TWCBC.COM website shall comply with the Term of Use available at <http://www.twcbc.com/Corporate/Privacy.html>, as the same may be updated by TWC from time to time.

28.0 NOTICES.

Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Inc., 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254.

29.0 COUNTERPARTS.

The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A
Business Class Cable TV Service
(“Cable TV Service”)

[Intentionally omitted.]

Attachment B
Business Class Phone Service and Business Class PRI Service
(collectively, “Voice Services”)

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

Business Class PRI Service: If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface (“PRI”) connection to Customer’s private branch exchange (“PBX”) or other equipment facilities and services (“Customer-provided equipment” or “CPE”), and a variety of features, as described more fully in the applicable Service Order.

Customer's use of the Voice Services is subject to the following additional terms and conditions:

Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the integrated access device ("IAD") used to provide the Business Class PRI Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances.

Customer shall specifically advise every end user of the Voice Service that the Business Class voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, the Voice Service and E911 may not be available. Customer shall distribute to all end users of the Voice Services labels/stickers (to be supplied by TWC) and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the Voice Service.

The location and address associated with the Voice Service will be the address identified on the Service Order (the "**Master Address**"). Customer is not permitted to move TWC Equipment from the Master Address in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Master Address identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Master Address identified on the Service Order and not the new address.

In some geographic areas, the Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Master Address, Customer shall obtain from the incumbent LEC, a competitive LEC, or Time Warner Cable a local telephone line or lines and ensure that 1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and 2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. In such areas, Customer further agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to 911 calls made by end users of the Voice Service from locations other than the Master Address. Customer will be notified by TWC as to whether the Voice Services to which Customer subscribes includes the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address.

Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; the use

of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.

Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("**Alarm Services**").

Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

Information relating to Customer calling details ("**Calling Details**"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "**Customer Proprietary Network Information**" or "**CPNI**"), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Time Warner Cable Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

TWC may use and disclose CPNI when required by applicable law. TWC may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of TWC's network systems; and (v) to market additional TWC

services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer's consent before using CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of CPNI.

Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's account address of record or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentment of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. TWC may provide such notice by voicemail, by e-mail or by regular mail to Customer's prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("**Calling Detail Preauthorization Plan**"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan. Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail, including CPNI, that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information.

If a minutes of use ("**MOU**") package minutes are exceeded, any additional minutes will be charged at the standard domestic long distance rates listed at www.twcbc.com.

Attachment C
Business Class National Teleworker Service, Branch Office Connectivity Service,
Broadband High Speed Data, Wideband Internet and Dedicated Internet Access

(collectively, "Data Services")

Teleworker Service ("TW Service"): If Customer selects to receive the TW Service, TWC shall provide connectivity to a single personal computer ("PC") via a cable modem at the residential location of the limited number of Customer employees set forth on a Service Order to connect such employees' PCs to the Customer's data network. Each PC connection may be used by one Customer employee at a time solely for Customer's internal business purposes. If Customer selects to receive the TW Service, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from its employees receiving the TW Service to enable TWC to report directly to Customer TW Service End user usage, billing and other identifying information (including the name and address of each TW Service employee account).

Branch Office Connectivity Service ("BOC Service"): If Customer selects to receive the BOC Service, TWC shall provide connectivity from the number of Customer branch offices set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified branch offices to the BOC Service, provided that use does not exceed the standard bandwidth provided by TWC.

Broadband High Speed Data and Wideband Internet ("HSD Service"): If Customer selects to receive the HSD Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified sites to the HSD Service, provided that use does not exceed the standard bandwidth provided by TWC.

Dedicated Internet Access ("DIA Service"): If Customer selects to receive the DIA Service, TWC shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

Customer's use of the Data Services is subject to the following additional terms and conditions:

- TWC's provision of any Data Service is subject to availability.
- TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not upload, post, transmit or otherwise make available on or via the Data Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.

•TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Data Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to: (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement or any bandwidth utilization limitations.

•Each tier or level of Data Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

Attachment D
Business Class Data Transport Services: Ethernet Solutions
(“Ethernet Service”)

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

- TWC's provision of Ethernet Services is subject to availability.
- TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way

upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

- TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of the Ethernet Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

- Each tier or level of Ethernet Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.

- Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "**10% Rule**" (47 C.F.R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer shall be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

Attachment E
Access to Business Class Cloud Solutions – Hosted Exchange and SharePoint
 (“Cloud Solutions”)

Cloud Solutions: The Cloud Solutions include hosted messaging (Hosted Exchange) and/or collaboration services (SharePoint), as applicable, offered via the Microsoft suite. Customer can elect to receive the Hosted Exchange service or both the Hosted Exchange and SharePoint services. Customer cannot receive the SharePoint service only.

Customer’s use of the Cloud Solutions is subject to the following additional terms and conditions:

Customer must be a current customer of a TWC Data Service to receive the Cloud Solutions.

The Hosted Exchange service shall include one or more of the following types of mailboxes, as well as BlackBerry Access, each as designated on a Service Order or as added online by Customer: Premium Mailboxes, Basic Mailboxes and/or Resource Mailboxes.

Feature/Functionality	Premium Mailboxes	Basic Mailboxes	Resource Mailboxes
Mailbox Storage (25GB)	Included	Included	Included
Calendar Free/Busy Service	Included	Only via OWA*	Included
Global Address Book Access	Included	Only via OWA	Resource is Listed
Anti-Spam/Anti-Virus	Included	Included	
Outlook Web Access (OWA)	Included	Included	
Access to email via POP/IMAP	Included	Included	
Disclaimer Service	Included	Included	
Shared Calendar and Contacts	Included		
Outlook Desktop Client	Included		
Mobility via ActiveSync	Included		

*This OWA feature is only available via Internet Explorer versions 6 through 9.

Notwithstanding anything to the contrary in the foregoing, Customer agrees to the following minimum commitments with respect to the Hosted Exchange services:

- Customer agrees to purchase a minimum of three (3) Premium Mailboxes.
- In addition, if Customer elects an Order Term of one year or greater for the Hosted Exchange service, the total number and type of mailboxes purchased by Customer must not fall below the number and type of mailboxes included in Customer’s initial Service Order for the Hosted Exchange service.
- The minimum commitments in this Attachment E shall apply throughout the Order Term for the Hosted Exchange service, regardless of whether Customer actually uses and/or decommissions such mailboxes.

- Customer may terminate a month-to-month Order Term for the Cloud Solutions by giving thirty (30) days advance written notice to TWC.
- Customer will be provided a user name, password and URL for access to and use of the Cloud Solutions. Customer acknowledges that it is Customer's and its End Users' responsibility to ensure that any data or information submitted to TWC during the provisioning of the Cloud Solutions (i.e. contact and payment information) is true, accurate and up-to-date.
- As a Cloud Solutions provider, TWC is required to access and audit Cloud Solutions system information for limited purposes. The Cloud Solutions may be accessed by or on behalf of TWC (remotely or otherwise) for administrative tasks and for verifying license compliance.
- Customer shall not upload, post, transmit or otherwise make available on or through the Cloud Solutions any material (including any message or series of message) that violates or infringes in any way upon the rights of others (including any intellectual property and other proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, that causes or would cause damage to TWC's or any other party's property, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

Attachment F
Business Class Managed IP VPN Services
("VPN Services")

VPN Services: VPN Services include either the IP VPN Service or the Managed IP VPN Service as described below. In order to be eligible to receive the VPN Services, Customer also must be a current Data Service customer. Subject to the foregoing, TWC shall provide the following:

IP VPN Service: A virtual private network ("**VPN**") that connects Customer's site to other sites using IP Sec technology with encryption. The VPN is offered with TWC-provided routers installed at Customer's premises.

Managed IP VPN Service: A "managed" VPN that connects Customer's site to other sites using IP Sec technology with encryption. The VPN is offered with TWC-provided routers installed at Customer's premises. Managed IP VPN service is monitored 24x7.

Customer's use of the VPN Services is subject to the following additional terms and conditions:

- **Service Considerations**

(a) Customer shall take all reasonable precautions to prevent unauthorized access to the VPN Services.

(b) Neither TWC nor any of its agents or third-party providers: (i) will be liable in any way for any content that is viewed, stored or transmitted via the VPN Services, including, but not limited to, any errors or omissions in any such content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to, or delay, failure, interruption or corruption in the transmission of, such content; (ii) guarantee the accuracy of any information submitted by any user of the VPN Services, nor any identity information about any user of the VPN Services; or (iii) endorse or have any control over what Customer or other users post or submit via the VPN Services.

(c) Customer shall be solely responsible for obtaining, maintaining, and providing to TWC all end user access rights, authorizations and permissions to establish each endpoint of the VPN Service, including without limitation all keys, IP addresses and any other information required to establish the VPN Services. Customer represents and warrants that it is authorized to provide to TWC, and has lawfully and rightfully obtained, all information used or necessary to establish and maintain the VPN Services; in addition to Customer's foregoing representation and warranty, TWC shall deem an established VPN as conclusive evidence that all parties connected to such VPN have authorized and consented to the VPN connection. Customer shall be solely responsible for all acts, omissions, and activities performed under, and the security and confidentiality of, such information, keys, and IP addresses used to establish the VPN Services. Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to end user access rights, authorizations and permissions, as well as all acts, omissions, and activities performed under, and the security and confidentiality of, such information, keys, and IP addresses used to establish the VPN Services.

(d) Although TWC and its agents and third-party providers do not monitor the content transmitted via the VPN Services, TWC or its agents or third-party providers may reject, refuse to post, or remove any profile, posting or other data, or to restrict, suspend, or terminate Customer's or any user's access to all or any part of the VPN Services if a profile, posting or data includes material that is unlawful, harassing, libelous, threatening or obscene or in violation of this Attachment, the Terms and Conditions, or a third party's intellectual property rights. TWC and its agents and third-party providers also reserve the right not to take any action, but will provide prompt notice of the exercise of any of the above-referenced remedies.

(e) Customer will not use the VPN Services to send unsolicited mass mailings outside Customer's company. Customer further agrees not to use the VPN Services to communicate any message or material that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although TWC and its agents and third-party providers are not responsible for any such communications, they may delete any such communications of which they become aware, at any time without notice.

•Support

Customer shall contact Customer Support at the telephone number set forth on Customer's invoice if Customer becomes aware of misuse of the VPN Services by any person.

•Equipment and Software Considerations; Disclaimer of Liability

(a) ROUTERS AND OTHER HARDWARE AND ANY OTHER SOFTWARE OR PRODUCTS SOLD, LEASED OR OTHERWISE PROVIDED BY TWC OR ITS AGENTS OR THIRD-PARTY PROVIDERS IN CONNECTION WITH THE VPN SERVICES, ARE PROVIDED ON AN "AS IS" BASIS. TWC MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO ANY SUCH ITEMS SO PROVIDED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

(b) For the avoidance of doubt, the warranty disclaimers and limitations of liability set forth in Section 13 and Section 14 of the Terms and Conditions shall apply in favor of TWC's third-party providers and partners and each of their affiliates, suppliers and resellers.

•VPN Services for Healthcare Customers

(a) TWC is not a Business Associate. TWC periodically receives inquiries regarding its status under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology and Clinical Health Act of 2009 ("HITECH"). TWC does not obtain any access to protected health information ("PHI") when providing the VPN Services, other than on an infrequent basis as necessary for the performance of the VPN Services, or as otherwise required by law. Therefore, TWC is not a "business associate" or otherwise subject to HIPAA or HITECH in connection with such VPN Services.

(b) CUSTOMER SHALL BE SOLELY LIABLE FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TWC AND ITS SUPPLIERS FROM AND AGAINST, ANY CLAIMS, DAMAGES, LOSSES AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OR RECEIPT OF MEDICAL ADVICE, MEDICAL TREATMENT, AND ANY SIMILAR SERVICES USING THE VPN SERVICES, OR ANY FAILURE IN THE PROVISION OF SUCH SERVICES OR ANY FAILURE OF THE VPN SERVICES. CUSTOMER SHALL OBTAIN THE WRITTEN AGREEMENT OF ANY END USER OF THE VPN SERVICES (E.G., ANOTHER OFFICE, CUSTOMER, PATIENT, ETC.) FULLY DISCLAIMING ON BEHALF OF TWC AND ITS SUPPLIERS ANY LIABILITY ARISING OUT OF OR RELATING TO SUCH MEDICAL ADVICE, MEDICAL TREATMENT, OR SIMILAR SERVICES, OR ANY FAILURE IN THE PROVISION OF SUCH SERVICES OR ANY FAILURE OF THE VPN SERVICES, PROTECTING THE RIGHTS OF TWC AND ITS SUPPLIERS, AND DISCLAIMING WARRANTIES AND LIMITING LIABILITIES ON BEHALF OF TWC AND ITS SUPPLIERS TO AT LEAST AS GREAT AN EXTENT AS THIS ATTACHMENT AND THE TERMS AND CONDITIONS. CUSTOMER WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WAIVERS AND PATIENT CONSENTS.

Attachment G
HD Video for Hospitality Service

[Intentionally omitted.]

Attachment H
Dark Fiber Services
("Dark Fiber Services")

Dark Fiber: If Customer selects to receive the Dark Fiber Service, TWC shall provide Customer with a dedicated strand(s) of dark fiber between the end points identified on a Service Order ("**Dark Fiber**").

Customer's use of Dark Fiber is subject to the following additional terms and conditions:

- TWC's provision of Dark Fiber Services is subject to availability.
- Customer shall have complete and exclusive control and responsibility for the content on and use of the Dark Fiber, as well as for the implementation, testing, and turn-up of the Dark Fiber, including without limitation any and all equipment, hardware, tools, and software used to light, enjoy, or otherwise use the Dark Fiber. Notwithstanding the foregoing, TWC shall at all times continue to retain all legal right and title to the entire TWC network, Dark Fiber, and Required Rights (as defined below). The Dark Fiber Services shall not grant to Customer any leasehold or similar interest in or to the Dark Fibers or any portion of TWC's network.
- Customer shall not use the Dark Fibers in a way that interferes in any way with or otherwise adversely affects the TWC network or the use of the fibers, cable, or conduit by any other person using the TWC network. TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Dark Fiber Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not transmit or otherwise make available on or via the Dark Fiber any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
- During and after the Order Term, Customer shall have no right to perform work on or otherwise physically access the Dark Fibers or TWC's network, except with the express permission and supervision of TWC. TWC shall have to sole right to access and maintain the Dark Fibers and TWC's network. In the event Customer accesses a TWC-owned manhole, hand hole, or the TWC network without the express permission and supervision of TWC, Customer shall pay to TWC a fee (as liquidated damages and not as a penalty) in the amount of ten thousand dollars (\$10,000) for the first occurrence and twenty-five thousand dollars (\$25,000) for each occurrence thereafter. Notwithstanding the foregoing, this provision shall not limit TWC's ability to pursue a claim for damages to the TWC network (including, without limitation, the Dark Fibers), or any other related equipment or facilities, as a result of such access by Customer (or any other claims that TWC may have as a result of such access) and in no event shall this provision authorize Customer to access a TWC-owned manhole, hand hole or the TWC network without the express permission and supervision of TWC.

- During and after the Order Term, TWC may, at its option and in its sole discretion, substitute or change the Dark Fibers assigned to Customer.
- During and after the Order Term, notwithstanding anything to the contrary contained in the Master Agreement, Customer covenants and agrees that Customer shall not, that Customer shall have no right to, and that TWC may enjoin Customer from any attempt to, assign, sell, lease, sublease, exchange, encumber, transfer, or grant an indefeasible right of use or other similar right or interest in the Dark Fibers.
- The Dark Fiber Services are subject and subordinate to the terms of the rights, licenses, deeds, leases, permits, authorizations, franchises, rights of way, easements and other consents, rights, authorizations and approvals (collectively, the “**Required Rights**”) that are necessary for TWC to obtain in order to permit TWC to construct, acquire, install and keep installed, repair, and maintain the Dark Fibers and to provide the Dark Fiber Services to Customer. In the event of any expiration or other termination of a Required Right that is necessary to grant, continue, or maintain a Dark Fiber or provide the Dark Fiber Services in accordance with the terms and conditions hereof, the parties shall use commercially reasonable efforts to obtain an alternative solution. The parties shall share the costs of the alternative solution, including obtaining alternative Required Rights, as described below. Upon the expiration or termination of any Required Right that is necessary in order for TWC to provide the Dark Fiber Services in accordance with the terms hereof, and where TWC is unable to obtain alternative Required Rights, the affected Service Order shall automatically expire upon such expiration or termination of the Required Rights without any further duty or obligation on the part of TWC.
- If TWC is required to, or deems it expedient to, relocate the Dark Fibers, or any portion thereof, TWC shall have the right to either proceed with such relocation, including, but not limited to, the right to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts as are necessary to avoid the need for such relocation. Customer shall reimburse TWC for its proportionate share of any such costs (including amounts paid to relocate, or amounts paid to avoid the need to relocate, the Dark Fibers) related to any such relocation request (to the extent TWC has not been reimbursed by the relocating authority) allocated to Customer pro rata based on the number of Customer Dark Fibers and the total fiber count in the affected segments of the TWC network.
- Upon termination or expiration of a Service Order for Dark Fiber Services, Customer shall promptly commence the removal and disconnection of Customer’s facilities from the applicable Dark Fiber and shall complete such removal within sixty (60) days following such termination or expiration. If Customer’s facilities are not removed within such period, then TWC may remove Customer’s facilities and may invoice Customer for all costs associated with such removal.



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Planning and Development Services - Language Access Plan

BRIEF SUMMARY:

The existing 2012 CDBG Housing Rehabilitation Grant requires an adopted Language Access Plan. The plans must be updated and readopted every two years. This plan has been updated with 2010 Census data, staffing and title changes.

REQUESTED ACTION:

Adopt the Language Access Plan as presented.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Services Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [Language Access Plan](#)
-

Cabarrus County

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by **Cabarrus County** must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

This policy and plan is effective September 30, 2012.

I. Scope of Policy

These requirements will apply to Cabarrus County (**herein referred to as “the agency”**) including subcontractors, vendors, and subrecipients.

The agency will ensure that LEP individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving subgrants from the agency.

II. Definitions

- A. Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.
- B. Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require

a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

- C. Title VI Compliance Officer: The person or persons responsible for compliance with the Title VI LEP policies.
- D. Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

III. Providing Notice to LEP Individuals

- A. The agency will take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. Such notification will also identify the name, office telephone number, and office address of the Title VI compliance officer(s).

List the current name, office telephone number and office address of the Title VI compliance officers:

Kelly Sifford
Planning and Development Director
704-920-2142
P.O. Box 707
Concord, NC 28026
kfsifford@cabarruscounty.us

- B. The agency will post and maintain signs in regularly encountered languages other than English in waiting rooms, reception areas and other initial points of contact. These signs will inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.

Identify areas within the agency where these signs will be posted:

Cabarrus County Planning and Development Office, Cabarrus County Libraries, Human Services and Cabarrus County Senior Centers

- C. The agency will include statements of the right to free language assistance in Spanish and other significant languages in all outreach material that is routinely disseminated to the public (including electronic text).

D. The agency will also disseminate information in the following manner:

Cabarrus County will use signage, pamphlets, fliers and the county website to distribute this information in English and Spanish.

IV. Provision of Services to LEP Applicants/Recipients

A. Assessing Linguistic Needs of Potential Applicants and Recipients

1. The agency will assess the language needs of the population to be served, by identifying:

- a. the language needs of each LEP applicant/recipient
- b. the points of contact where language assistance is needed; and
- c. the resources needed to provide effective language assistance, including location, availability and arrangements necessary for timely use.
- d. other (*describe*): 2010 Census Data indicates that Hispanic Concentrations are located in Census Tracts 405, 410,419, 421 423 and 426. Main County offices, Human Services office and the library branches are located in or very near these tracts. Language Access materials will be posted in the buildings.

2. Determining the Language Needs of the Population to be Served

The agency is responsible for assessing the needs of the population to be served. Such assessment will include, but not be limited to the following:

- a. The non-English languages that are likely to be encountered in its program will be identified.
- b. An estimate of the number of people in the community for whom English is not the primary language used for communication will be completed and updated annually. To identify the languages and number of LEP individuals local entities should review:
 - i. census data
 - ii. school system data
 - iii. reports from federal, state, and local governments
 - iv. community agencies' information, and
 - v. data from client files
 - vi. other (*specify*): American Factfinder 2008-2010 American Community Survey 3 Year Estimates
 - vii. The Hispanic Learning Center of Cabarrus County

- c. The points of contact in the program or activity where language assistance is likely to be needed will be identified.

3. Determining the Language Needs of Each Applicant/Recipient

The agency will determine the language needs of each applicant/recipient. Such assessment will include, but not be limited to the following:

- a. At the first point of contact, each applicant/recipient will be assessed to determine the individual's primary language.

Check all methods that will be used:

- multi-language identification cards, a poster-size language list, or the use of "I speak" peel-off language identification cards for indicating preferred languages
- English proficiency assessment tools, provided they can be administered in a manner that is sensitive to and respectful of individual dignity and privacy
- Other (describe):

- b. If the LEP person does not speak or read any of these languages, the agency will use a telephone interpreting service to identify the client's primary language.
- c. Staff will not solely rely on their own assessment of the applicant or recipient's English proficiency in determining the need for an interpreter. If an individual requests an interpreter, an interpreter will be provided free of charge. A declaration of the client will be used to establish the client's primary language.
- d. When staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpreting service will be utilized in making the determination.
- e. If any applicant/recipient is assessed as LEP, they will be informed of interpreter availability and their right to have a language interpreter at no cost to them with a notice in writing in the

languages identified in Section C. Provisions of Written Translations.

B. Provision of Bilingual/Interpretive Services

1. The agency will ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual/interpretive services will be prompt without undue delays. In most circumstances, this requires language services to be available during all operating hours.

This requirement will be met by: Cabarrus County Planning and Development Department currently has one bilingual staff member and Cabarrus County Human Services (DSS) has 6 bilingual staff members. Internal resources will be used prior to engaging in telephonic interpretation services.

2. The agency will provide language assistance at all level of interaction with LEP individuals, including telephone interactions.

Describe how this requirement will be met: Cabarrus County Planning and Development Staff and Department of Human Services (DSS) staff will provide interpretation services. If these alternatives are not available, staff will engage in telephonic interpretative services.

(Note: The agency may use paid interpreters, qualified bilingual employees, and qualified employees of other agencies or community resources. Telephone interpreter services should only be utilized as a back-up system or where other language assistance options are unavailable.)

3. Interpreter Standards

- a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The agency will ensure that interpreters and self-identified bilingual staff, have first been screened to ensure that the following standards are met before being used for interpreter services:

- i. Can fluently and effectively communicate in both English and the primary language of the LEP individual
- ii. Can accurately and impartially interpret to and from such languages and English
- iii. Has a basic knowledge of specialized terms and concepts used frequently in the provision of the agency's services
- iv. Demonstrates cultural competency

- v. Understands the obligation to maintain confidentially
- vi. Understands the roles of interpreters and the ethics associated with being an interpreter

Describe how the agency ensures the competency of bilingual staff and interpreters:

The Planning and Development Department has one staff member taught Spanish and French in public schools and the Department of Human Services staff members are given oral and written tests by existing staff prior to hiring.

- b. When staff members have reason to believe that an interpreter is not qualified or properly trained to serve as an interpreter, the staff member will request another interpreter.
4. Using Family Members or Friends as Interpreters
- a. Applicants/recipients may provide their own interpreter; however the agency will not require them to do so.
 - b. The agency will first inform an LEP person, in the primary language of the LEP person, of the right to free interpreter services and the potential problems for ineffective communication. If the LEP person declines such services and requests the use of a family member or friend, the agency may utilize the family member or friend to interpret only if the use of such person would not compromise the effectiveness of services or violate the LEP person's confidentiality. The agency will monitor these interactions and again offer interpreter services, if it appears there are problems with this arrangement.
 - c. The agency will indicate in the LEP individual's file that an offer of interpreter services was made and rejected; that the individual was informed of potential problems associated with using friends or family members and the name of the person serving as an interpreter at the LEP individual's request.
 - d. Only under extenuating circumstances shall the agency allow a minor (under the age of 18 years) to temporarily act as an interpreter. The agency will keep a written record of when it has

used a minor as an interpreter, and this information will be shared with the DCA upon request.

5. The agency will **not** require the applicant/recipient to pay for bilingual/interpretive services.

C. Provision of Written Translations

1. The agency must provide written materials in languages other than English where a substantial number or percentage of the population eligible to be served or likely to be directly affected by the program needs services or information in a language other than English to communicate effectively.
2. Translation of Vital Documents
 - a. The agency will ensure that vital documents for locally designed programs are translated into Spanish.
 - b. When DCA forms and other written material contain spaces in which the local entity is to insert information, this inserted information will also be in the individual's primary language. When such forms are completed by applicants/recipients in their primary language, the information must be accepted.
 - c. If, as a result of the local language assessment, it appears there are a substantial number of potential applicants or recipients of the agency (defined as 5% or 1,000 people whichever is less) who are LEP and speak a language other than Spanish, the agency will translate and provide vital documents in the appropriate language.
 - d. The agency will keep a record of all vital documents translated, and will submit this information to DCA at their request.
3. If the primary language of an LEP applicant or recipient is a language other than Spanish AND the language does not meet the threshold for translation as defined in the preceding paragraph, the LEP individual will be informed in their own language of the right to oral translation of written notices. The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

D. Documentation of Applicant/Recipient Case Records

1. The agency will maintain case record documentation in sufficient detail to permit a reviewer to determine the agency's compliance with this policy.
2. The agency will ensure that case record documentation, including computerized records if appropriate, identifies the applicants/recipient's ethnic origin and primary language. In those cases where the applicant/recipient is non-English speaking, the agency will:
 - a. Document the individual's acceptance or refusal of forms or other written materials offered in the individual's primary language.
 - b. Document the method used to provide bilingual services, e.g., assigned worker is bilingual, other bilingual employee acted as interpreter, volunteer interpreter was used, or client provided interpreter. When a minor is used as interpreter, the agency will document the circumstances requiring temporary use of a minor and will provide this information to DCA upon request.
3. Consent for the release of information will be obtained from applicants/recipients when individuals other than agency employees are used as interpreters and the case record will be so documented.

E. Staff Development and Training

1. The agency will provide staff training at new employee orientation and continuing training programs. The training will include, but not be limited to:
 - a. Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
 - b. Cultural awareness information, including specific cultural characteristics of the groups served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.
2. The agency will provide or ensure training is provided for bilingual staff and interpreters employed or utilized by the agency. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the agency; and cultural competency.

3. The agency will ensure that applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars are trained in the requirements of this policy.

Describe how this provision will be met: Staff members and contractors will be required to sign a document acknowledging that they have been provided a copy of the policy and that they understand it.

4. The agency will collect and maintain the following information about training provided to staff: the date(s) of such training, the content of such training, the number and types of credit hours awarded; and the names and identifying information of each attendee at the training. The agency will ensure that grantees, contractors, cooperative agreement recipients and other applicable funded entities collect and maintain such information as well.

V. Compliance Procedures, Reporting and Monitoring

A. Reporting

1. The agency will complete an annual compliance report and send this report to DCA.
(Format will be supplied by DCA)

B. Monitoring

1. The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system providing by the DCA. These reports will be maintained and stored by the Title VI compliance officer and will be provided to the DCA upon request.
2. The agency will cooperate, when requested, with special review by the DCA .

VI. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

1. The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.

2. The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.
3. The agency will notify the appropriate agency or Division within DCA of complaints filed the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Investigation

1. The DCA Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
2. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

C. Resolution of Matters

1. If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.
2. If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.
3. If not resolved by DCA, then complaint will be forwarded to DOJ, HUD Field Office.

SUBMITTED AND APPROVED BY:

Elizabeth F. Poole
Name of Chairman of Board

Signature of Chairman of Board

9/17/2012
Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Planning and Development/Soil and Water Conservation District -
Authorization for Cabarrus Soil and Water Conservation District to Approve
Grant Contract

BRIEF SUMMARY:

Cabarrus Soil and Water Conservation District wishes to formally accept a \$89,600 Agriculture Development and Farmland Preservation Trust Fund grant from the North Carolina Department of Agriculture and Consumer Services. The purpose of the grant is to purchase a permanent conservation easement on a portion of Dan Barrier's farmland . The contract calls for the County to provide an in-kind match in the form of staff and/or purchased services which are already included in the SWCD budget. The landowner is also providing matching funds. The District plans to seek a matching funds grant from the US Dept. of Agriculture Farm and Ranchlands Protection Program.

REQUESTED ACTION:

Motion to accept the grant award, adopt the budget revision, adopt project ordinance and authorize for the County Manager to execute the grant award on behalf of Cabarrus County, subject to review and revision by the County Attorney and the Soil and Water Conservation District.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Dennis Testerman, Sr. Resource Conservation Specialist

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

BUDGET AMENDMENT:

Date: 8/27/2012 **Amount:** \$89,600

Dept. Head: Kelly Sifford **Department:** Commerce

“ Internal Transfer Within Department” Transfer Between Departments/Funds p Supplemental Request

Purpose:

This budget amendment is to appropriate funds in the amount of \$89,600 from the NC Dept. of Agriculture and Consumer Services, Agricultural Development and Farmland Preservation trust Fund. This grant will be effective through June 30,2014. Funds will be used for a conservation easement. There is an in-kind match of \$13,440 that is already budgeted in the FY 2013 Budget.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
46063270-6365-ADFP2	ADFP Grant Revenue	\$0.00	\$89,600.00		\$89,600.00
46093270-9416-ADFP2	ADFP Grant Expense	\$0.00	\$89,600.00		\$89,600.00
Total					

ATTACHMENTS

- [Budget Ordinance](#)
- [Memo regarding Barrier easement grant](#)
- [Contract](#)

CABARRUS COUNTY SMALL PROJECTS
CAPITAL PROJECT ORDINANCE

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

Section 1. The project authorized is for the purpose of collecting and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.

Section 2. The officers of this unit are hereby directed to proceed with this project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

Board of Elections Department:	
HAVA Title I Grants	\$ 18,015
American Disability Act	\$ 25,621
Board of Elections Equipment and Furniture	\$ 180,206
Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 1,098,450
Soil and Water Department:	
ADFP Conservation Easement	\$ 89,600
Clean Water Trust Fund Grant	\$ 521,833
Clarke Creek Grant	\$ 35,000
EEP Contract	\$ 16,900
Operating Expenses (Supplies, Maintenance)	\$ 9,675
Commerce Department:	
NC Tobacco Trust Fund Grant	\$ 75,000
Cooperative Extension Department:	
Operational Project Expenses	\$ 1,686,386
Elma C. Lomax Farm Project:	
Operational Project Expenses	\$ 444,507

Section 4. The following revenues are anticipated to be available to complete this project:

Board of Elections Department:	
HAVA Title I Grants	\$ 18,015
Interest on Investments	\$ 30,206
Contribution from General Fund	\$ 25,621

Contribution from Capital Reserve	\$	150,000
Register of Deeds Department:		
Register of Deeds Fees	\$	983,643
Interest on Investments	\$	37,303
Contribution from General Fund	\$	77,504
Soil and Water Department:		
ADFP Grant	\$	89,600
Clean Water Trust Fund Grant	\$	521,833
Clarke Creek Grant	\$	35,000
EEP Contract	\$	16,900
Operating Revenues (Fees, Donations)	\$	7,975
Interest on Investments	\$	1,700
Commerce Department:		
NC Tobacco Trust Fund - Site Development	\$	75,000
Cooperative Extension Department:		
ADFP Grant	\$	675,000
Contribution from Capital Reserve	\$	400,000
Contribution from General Fund	\$	482,357
Interest on Investments	\$	208
Elma C. Lomax Farm Project:		
Deferred Farm Tax Collections	\$	73,557
Deferred Farm Tax Interest on Investments	\$	8,941
Contribution from General Fund	\$	326,050
Donations - Cannon Trust	\$	152,529
Operating Revenues (Fees, Donations)	\$	5,685
Interest on Investments	\$	6,566

Section 5. The Finance Officer is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Section 9. Upon the completion of the project, all unrestricted excess funds are transferred to the General Fund and the Capital Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The 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.
- d. Upon notification of funding increases or decreases to existing grants or revenues or the award of grants or revenues, the Manager or Finance Officer may adjust budgets to match, including grants that require a County match for which funds are available.
- e. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

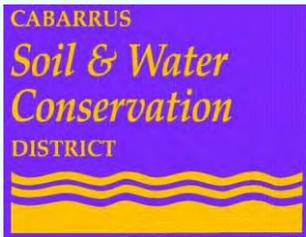
Adopted this 17th day of September 2012.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Elizabeth F. Poole, Chairman

ATTEST:

Clerk to the Board



715 Cabarrus Ave. W.
Room 301
Concord, NC 28027-6214
Telephone: 704-920-3300
Fax: 704-795-6432
Email:

detesterman@cabarruscounty.us
Website: www.cabarruscounty.us/SandW/

BOARD OF SUPERVISORS

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Bob Ritchie
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STAFF

Dennis Testerman
Resource Conservation Specialist

Daniel McClellan
Resource Conservation Specialist

Amy Griffith
Administrative Secretary

MEMORANDUM

TO: Board of Commissioners
FROM: Dennis Testerman
COPIES:
DATE: August 22, 2012
RE: NCDA&CS Agricultural Development and Farmland Preservation Trust Fund Grant Contract for Conservation Easement on Dan Barrier Farmland
ENCL.: Contract Document

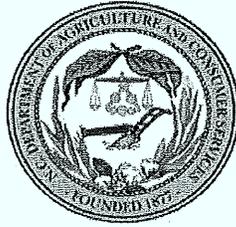
A grant application submitted by Cabarrus SWCD to the subject Trust Fund last December was approved for funding in the amount of \$89,600 for purchase of a permanent conservation easement on a portion of Dan Barrier's farm. The Conservation District plans to use these funds in turn as a match for a \$179,200 grant application to the U. S. Department of Agriculture's Farm and Ranchland Protection Program. Dan Barrier has also committed to providing a \$89,600 in-kind match by accepting a lower than appraised value for his land.

The resulting conservation easement will provide permanent preservation for a minimum of 35.4 acres of farmland that are zoned "Agriculture Open," and already enrolled for ten years in the Voluntary Agriculture District program.

The conservation easement resulting from this grant contract will permanently preserve private working land and the green infrastructure that provides food and fiber. This project will result in economic and environmental benefits that improve the quality of life in Cabarrus County. Conservation easements are consistent with BOC and SWCD strategic planning goals.

The acreage to be protected is across Miami Church Road from a portion of Porter Farms that is also in the process of being protected with a permanent agricultural conservation easement with approval by the Board of Commissioners. Together, both of these conservation easements will provide over 1.5 miles of buffer on Dutch Buffalo Creek.

The proposed conservation easement is consistent with the Countywide Farmland Protection Plan For Cabarrus County, North Carolina adopted by the Board of Commissioners, as well as the countywide conservation easement initiative.



Departmental Use Only	
CENTER:	210810122013
ACCOUNT:	536406
CFDA/OTHER:	N/A
AMOUNT:	\$ 89,600
Contract Year:	July 1, 2012 – June 30, 2014

**North Carolina Department of Agriculture and Consumer Services
North Carolina Agricultural Development and
Farmland Preservation Trust Fund**

CONTRACT # _____

ADFP Tracking # ADM-ADFP-12-007

Governmental

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, North Carolina Agricultural Development and Farmland Preservation Trust Fund**, (the "Agency") and **Cabarrus Soil and Water Conservation District**, (Grantee), and referred to collectively as the "Parties". The Grantee's federal tax identification number is **56-6000281** and is physically located in **Cabarrus** County, and is further located at **715 Cabarrus Avenue West, Concord, NC**. Financial assistance provided by this contract shall be used for the easement titled **Dan Barrier Farm Easement**, and for the purpose of encouraging the preservation of qualifying agricultural, horticultural, and forestlands to foster the growth, development, and sustainability of family farms. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year begins July 1 and ends June 30.
(Month/Day) (Month/Day)

The primary performance of this Contract shall take place in Cabarrus County. The county (ies) of benefit include: Cabarrus County.

On an annual basis, the Agency may extend this Contract, in writing by the Agency, for the purposes of a time extension and to incorporate any other changes that may be appropriate due to changes in applicable rules and regulations, policies, and procedures.

I. Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work (Attachment B)
4. Budget and Budget Narrative (Attachment C)
5. Project Timeline (Attachment D)
6. The Conservation Easement Content (Attachment E)
7. NC OpenBook Supplemental Information (Attachment F)
8. Performance Measures (Attachment G)
9. Certifications and Assurances (Attachment H)
10. Signature Card (Attachment I)
11. W-9 Tax Information (Attachment J)
12. Electronic Payment Request (Attachment K)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

II. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph I, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

III. Effective Period:

This contract shall be effective on **July 1, 2012** and shall terminate on **June 30, 2014**, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

IV. Grantee's Duties:

The Grantee shall conduct activities as described in Attachment B, Scope of Work, and in accordance with the approved budget in Attachment C and the approved timeline in Attachment D. In addition, the Grantee shall complete the activities as specified below.

- a. The Grantee shall be responsible for the acquisition of all permits and licenses required in the performance of the activities as described in the Scope of Work and for ensuring compliance with all applicable Federal, State, county, and local regulations.
- b. The Grantee shall provide the Agency with a draft "Conservation Easement." The Grantee shall include the Conservation Easement Required Content, Attachment E, in this draft "Conservation Easement" and in the final "Conservation Easement." The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.
- c. The Grantee shall provide the Agency with two certified copies of the fully executed and properly recorded "Conservation Easement." Prior to the receipt of these required documents, the Agency shall pay to the Grantee no more than \$25,000. Upon receipt of the two copies of the fully executed and properly recorded "Conservation Easement," the Agency shall pay to the Grantee all remaining funds less 20% of the awarded grant amount (refer to the Line "e" of Grantee's Duties).
- d. The Grantee shall provide the Agency with easement documentation reports, a copy of the title opinion, and a copy of the land survey. The Grantee shall also provide the Agency with progress reports, both financial and programmatic, semi-annually. Refer to the table below for the reporting period and due dates for progress and budget reports.

Reporting Period Covered	Date Reports are Due
July 1, 2012 – December 31, 2012	January 10, 2013
January 1, 2013 – June 30, 2013	July 10, 2013
July 1, 2013 – December 31, 2013	January 10, 2014
January 1, 2014 – June 30, 2014	July 10, 2014

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual time sheets that have been signed by the individual employee and approved by the appropriate supervisor, travel logs and invoices for in-kind match; copies of checks, bank deposits and fund transfers for cash match. Other types of documents may be acceptable with the approval of the ADFP Trust Fund Manager.

- e. The Grantee shall also submit a final grant report. Included in the final report, the Grantee shall provide an accounting of final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1)(1). The Agency will retain 20% of the awarded grant amount until the final report, including cash match and in-kind documentation, is received and approved by the Agency. The final report and all invoices are due by the 10th of the month following the ending date of the contract and shall be paid within 60 days of the contract end date. If the final report, all invoices, and supporting documentation have not been received by the 10th of the month following the ending date of the contract the Grantee may not receive reimbursement and shall be considered ineligible for reimbursement. Refer to the table below for final reporting dates:

Reporting Forms	Date Reports are Due
Letter requesting Extension and Updated Timeline	April 30, 2014
All progress reports, budget reports, reimbursement request, matching documentation and other reporting documents needed to close the contract	July 10, 2014
Final Reimbursement Payment	August 31, 2014

- f. The Grantee shall complete all reports in a prescribed format, which shall be provided by the Agency. Reports and required documentation must be up-to-date in order for the Grantee to receive payments.
- g. After recording the "Conservation Easement" in the Register of Deeds Office, the Grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the Grantee shall review plans and monitor construction for compliance with the plans. In the event of a violation, the Grantee shall require voluntary correction, and if necessary, take legal action to enforce the easement. The Grantee shall report its monitoring findings to the Agency on an annual basis, by completing an "Annual Monitoring and Reporting Form," which will be provided to the Grantee by the Agency. Should the "Annual Monitoring and Reporting Form" be made available to the Grantee in electronic format, the Grantee shall complete the forms and submit them electronically on an annual basis, and not later than December 31 of each year of the "Conservation Easement." The Grantee shall notify the Agency within two weeks of the discovery date of any violations and of any non-compliance issues and provide the Agency with corrective action to be taken.
- h. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support the NC ADFP Trust Fund." The NC ADFP Trust Fund logo (digital versions of which can be downloaded from the NC ADFP Trust Fund website at www.ncadfp.org) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.
- i. With easement purchases, the Grantee shall ensure that 35.4 acres are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without prior written approval of the Agency. The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained as noted in Attachment C.
- j. Non-compliance of grantee duties is an immediate suspension of existing ADFP grant funding and ineligible for further ADFP grants until correct and ADFP has acknowledged the correction and the grantee is in good standing.

V. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this contract shall not exceed **\$89,600**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
State	State of North Carolina	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$89,600	1002	536406	2108-1012-2013

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	\$
	Cash	\$
	Cash and In-kind	\$
	Cash and/or In-kind	\$
	Other/Specify:	\$

- c. The Grantee's matching requirement is **\$13,440**, which consists of:

	In Kind	\$
	Cash	\$
	Cash and In-kind	\$
X	Cash and/or In-kind	\$13,440
	Other/Specify:	\$

- d. The Grantee has committed to an Additional \$_____ to complete the project as described in Attachment C.

The total contract amount is **\$103,040**.

VI. **Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency not later than 45 days upon termination of this Contract.

VII. **Payment Provisions:**

Upon execution of the contract, you may complete an "Initial Request for Payment" form for an amount not to exceed \$25,000. If the total grant amount is less than or equal to \$31,250, no more than 80% of the ADFP funds can be requested at this time. Invoices or other types of billing documents showing expenditures for these funds should be submitted with final reports. Thereafter, all "Request for Reimbursement" forms shall be submitted no more often than monthly and shall be supported by appropriate invoices, or other types of billing documents. The Grantee may request from the Agency all remaining funds less 20% of the awarded grant amount (refer to Paragraph IV, Line C). At a later date, but prior to the expiration date of the contract, the Grantee may request the final payment; which is the remaining 20% of the awarded grant amount, upon the Grantee's submission of a final grant report determined to be in compliance with the Agency's reporting specifications. The Agency may withhold reimbursements if the Grantee fails to accomplish the milestones stated in Attachment D.

Due to fiscal year ending June 30, any reimbursement request received after June 15 is subject to payment in the next fiscal year.

Upon expiration of the contract date, the Grantee shall have until the 10th of the following month that the contract ends, to get all documents and invoices to the agency in accordance with its approved budget. Should the grantee have unspent funding remaining at the end of the 60-day period, these unspent funds shall be immediately returned to the Agency. Under no circumstances shall the Grantee encumber or expend funds provided under this contract after the contract expiration date.

If this Contract is terminated prior to the original end date, the Grantee may submit a final "Request for Reimbursement" form. All unexpended funds shall be returned by the Grantee to the Agency within 45 days of the contract termination date. The Grantee shall also provide the Agency with a final report, in a format provided by the Agency, within 45 days of the contract termination date. The final report will be used by the Agency to determine the amount, if any, of expended funds to be returned to the Agency by the Grantee.

Payment shall be made in accordance with the Contract Documents and as described in the Scope of Work, Attachment B.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Agency.

Eligible expenditures for payment must be within the fiscal period noted in the contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All matching funds, including in-kind and cash, **must be spent concurrently with funds provided by this Contract.** Both types of matching funds expended shall be accounted for on the Request for Reimbursement forms, and support documentation for all matching expenditures shall be included with the forms.

All travel reimbursements shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Indirect costs are not allowable expenditures under this Contract.

VIII. **Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party. Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved by the Agency's Head or Authorized Agent.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NC Department of Agriculture and Consumer Services ADFP Trust Fund 1001 Mail Service Center Raleigh, NC 27699- 1001 Telephone: 919-707-3071 Fax: Email: ncafp@ncmail.net	NC Department of Agriculture and Consumer Services ADFP Trust Fund 2 West Edenton Street Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Dennis Testerman, Sr. Resource Conservation Sp. 715 Cabarrus Soil and Water Conservation District Concord, NC 28027-6214 Telephone: 704-920-3300 Fax: 704-795-6432 Email: detesterman@cabarruscounty.us	Dennis Testerman, Sr. Resource Conservation Sp. 715 Cabarrus Soil and Water Conservation District Concord, NC 28027-6214 Secondary Email: N/A

IX. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for its easement. Funds received under this contract shall be used to provide additional public funding for this project; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for its easement.

X. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already has implemented adequate internal controls over disbursements.
- b. Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement;
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and to reconcile the account monthly.

XI. **Outsourcing:**

Finance Director / Asst. Finance Director Date

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XII. **N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

XIII. **Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this contract in two (2) originals, one (1) of which is retained by the Grantee and one (1) which are retained by the Agency, the day and year first above written.

Cabarrus Soil and Water Conservation District

County Manager Date

Mike Downs

Signature of Authorized Representative Date

Printed Name Title

WITNESS

Signature Date

Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

Printed Name of Authorized Representative Title

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the

Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Executive Order 24: "In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Department of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32."

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that

in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Attachment B
SCOPE OF WORK

Scope of Work

Applicant Name:	Cabarrus Soil and Water Conservation District
Applicant Tax Identification Number:	56-6000281 (Cabarrus County)
DUNS Number:	965929263
Project Title:	Dan Barrier Permanent Agricultural Conservation Easement (Cabarrus)

1. What is the purpose of the project?

(200 words or less.)

The purpose of this project is to place a permanent agricultural conservation easement on the land. Dan Barrier does not intend for his land to be developed. He is considering purchase of additional land with the easement payment money to make Barrier Brothers farming operation more sustainable. Plans are to use NCADFPTF and USDA FRPP matching funds to establish a permanent agricultural conservation easement on 35.4 project acres proposed for the \$89,600 grant award.

2. What community need(s) will the project serve?

(200 words or less.)

The primary community needs addressed by protection of this initial approximate sixth of the Barrier Brothers farm with a permanent agricultural conservation easement include food commodity production, employment opportunities, support of the local and regional agribusiness economy and environmental services. The Barrier Brothers cattle operation is a potential supplier for the Cruse Meats harvesting facility that opened in the Summer 2012 with partial funding from the ADFPTF.

3. Are other organizations, programs, projects, etc. serving the community needs noted in item #2? If so, how is this project different/why is this project necessary?

(200 words or less.)

Farmland protection through permanent agricultural conservation easements is foundational to sustainable agriculture in Cabarrus County. Farmland preservation on the urban/suburban fringe in areas like the towns of Locust and Mt. Pleasant is essential for a local food system in Cabarrus County. Cabarrus SWCD and the Land Trust for Central NC partner under a memorandum of agreement believed to be the first of its kind in the country. The LTCNC is a partner on this application and the intended contingency grantee on any conservation easement.

Attachment C

BUDGET AND BUDGET NARRATIVE

Project Budget

List the funds requested from ADFP, the cash match anticipated, and in-kind match in the table below by line item and state the totals for each. Then, state the "Total Project Value" on the line below by adding the total ADFP funds requested, the total cash match anticipated, and the total in-kind match anticipated. In the Budget Narrative section provide an explanation of how the ADFP funds will be expended.

Applicant Name:	Cabarrus Soil and Water Conservation District		
Applicant Tax Identification Number:	56-6000281 (Cabarrus County)		
DUNS Number	965929263		
Project Title:	Dan Barrier Permanent Agricultural Conservation Easement (Cabarrus)		
Applicant's Fiscal Year	July 1	to	June 30

Expenditure Categories	ADFP Funds Requested	Cash Match	In-Kind Match	Total
204 Travel (applicable state rates)		\$0.00	\$99.00	\$99.00
207 Personnel & Administrative		\$0.00	\$5,010.00	\$5,010.00
211 Stewardship Endowment		\$0.00	\$0.00	\$0.00
212 Survey		\$5,000.00	\$0.00	\$5,000.00
213 Appraisal		\$0.00	\$5,000.00	\$5,000.00
214 Baseline Documentation Report		\$0.00	\$1,000.00	\$1,000.00
215 Environmental Assessment/Audit		\$0.00	\$1,000.00	\$1,000.00
216 Legal Fees		\$0.00	\$1,000.00	\$1,000.00
217 Closing Costs		\$0.00	\$500.00	\$500.00
220 Easement Purchase	\$89,600.00	\$179,200.00	\$89,600.00	\$358,400.00
Total Budget	\$89,600.00	\$184,200.00	\$103,209.00	\$377,009.00

Total Project Value (ADFP Funds + Cash Match + In-Kind Match) = \$377,009.00


Applicant Signature

7/26/12
Date


ADFP Trust Fund Budget Officer Signature

8/1/12
Date


ADFP Trust Fund Program Manager Signature

8/9/12
Date

Budget Narrative

Provide a short explanation of the purpose of the line expenditures listed below based on the budget you completed on page 14: 9

Line Item	Expenditures	Budget Narrative
204	Travel (applicable state rates)	Travel to and from farm
207	Personnel & Administrative	SWCD staff administrative and technical assistance
211	Stewardship Endowment	N/A
212	Survey	SWCD payment of surveyor fee
213	Appraisal	Provided by qualified appraiser hired by landowner
214	Baseline Documentation Report	Performed by SWCD staff
215	Environmental Assessment/ Audits	Performed by SWCD staff
216	Legal Fees	Payment of closing fee for county attorney by SWCD
217	Closing Costs	Payment of closing fee for county attorney by SWCD
220	Easement Purchase	Landowner will donate value equal to ADFP funds for total funds of \$179,200

Matching Funds Information

Instructions: Identify all funding sources for this project outside of ADFP Trust Fund monies. List the contact information for each source in the bottom section.

Amount of Funds	Source of Funds	Cash [C] or In-kind [IK]	Description	Rate of Pay & Hours
Ex: \$300	ABC Agency	IK	administrative assistant	\$10/hr for 30 hrs
\$99.00	Cabarrus SWCD	IK	travel	180 mi for .55/mi.
\$1,035.00	Cabarrus SWCD	IK	Administrative Secretary	\$23/hr for 45 hrs
\$1,350.00	Cabarrus SWCD	IK	Resource Conservation Specialist	\$30/hr for 45 hrs
\$2,625.00	Cabarrus SWCD	IK	Sr. Resource Conservation Specialist	\$35/hr for 75 hrs
\$5,000.00	Cabarrus SWCD	C	Agricultural conservation easement boundary sur	\$5,000.00
\$5,000.00	Dan Barrier	IK	Appraisal	\$5,000/job (est)
\$1,000.00	Cabarrus SWCD	IK	Baseline Documentation Report	\$1,000.00
\$1,000.00	Cabarrus SWCD	IK	Environmental Assessment/Audit	\$1,000.00
\$1,000.00	Cabarrus SWCD	IK	County Attorney	\$1,000.00
\$500.00	Cabarrus SWCD	IK	Closing Costs	\$500.00
\$89,600.00	Dan Barrier	IK	Donated value of easement on 35.4 ac.	
\$179,200.00	USDA/NRCS	C	FRPP Funds (request in FY2013)	\$179,200.00

Notes:

Contact Information for Outside Funding Sources listed above

Name	Agency	Phone	Email Address
Dennis Testerman	Cabarrus SWCD	704-920-3303	detesterman@cabarruscounty.us

Attachment D
PROJECT TIMELINE

Project Timeline

Projects may not begin before July 1, 2012.

Applicant Name:	Cabarrus Soil and Water Conservation District	
Applicant Tax Identification Number:	56-6000281 (Cabarrus County)	
DUNS Number	965929263	
Project Title:	Dan Barrier Permanent Agricultural Conservation Easement (Cabarrus)	
Applicant's Fiscal Year	7/01	to 6/30

Grant Year One

Quarter (Year One)	Tasks/Goals	ADFP Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1-September 30				
October 1-December 31	Travel		\$50	\$50
January 1- March 31				
April 1-June 30	Personnel and Adm.		\$2,505	\$2,505

Grant Year One Subtotal

\$ 0	\$2,555	\$2,555
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Grant Year Two

Quarter (Year Two)	Tasks/Goals	ADFP Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1-September 30	Travel & Survey	0	\$5,049	\$5,049
October 1-December 31	0	0	0	0
January 1- March 31	Purchase Conservation Easement Appraisal BDR EA	\$89,600	\$275,800	\$365,400
April 1-June 30	Personnel and Adm. Legal Closing		\$4,005	\$4,005

**Grant Year 2
Subtotal**

\$89,600	\$284,854	\$374,454
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**Entire Grant Period
Total**

\$89,600	\$287,409	\$377,009
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Attachment E

THE CONSERVATION EASEMENT CONTENT

The following TERMS AND CONDITIONS are required to be included in this Conservation Easement unless modified by the North Carolina Department of Agriculture and Consumer Services.

A. *Definitions*

Grantor—the landowning entity that provides the body of the easement.

Grantee—the recipient of the easement.

Conservation Purposes—agricultural, horticultural, and forestland activities.

Property—agricultural farmland.

B. *Grant of Conservation Easement*

Grantor(s) hereby voluntarily grant and convey to the Grantee, and the Grantee hereby voluntarily accepts, a perpetual (or a term of years) Conservation Easement, which must be defined by a metes and bounds description. Grantor(s) promise that they will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantor(s) authorize the Grantee to enforce these covenants in the manner described herein.

C. *Grantor's Development Rights*

Grantor(s) hereby voluntarily grant and convey to the Grantee all development rights for the Property, except as otherwise reserved and provided by the terms of this Conservation Easement, that are now or hereafter inherent in the Property.

D. *Grantor's Reserved Uses and Restrictions*

Subject to the terms and restrictions hereto, the Grantor(s) reserve to and for themselves and their successors all customary rights and privileges of ownership, unless otherwise specifically prohibited herein.

E. *Grantor's Right to Use the Property for Customary Rural Enterprises*

Grantor(s) retain the right to use the portion of the Property as shown on Exhibit B, and more particularly described in the Baseline Documentation Report, for otherwise lawful and customary rural enterprises, such as, but not limited to, a winery, bed and breakfast, saw mills, farm machinery repair enterprises. Conducting customary rural commercial enterprises on any other part of the Property is not permitted without the advance written permission of the Grantee in each instance. The Grantee shall not give such permission unless the Grantee determines that the proposed use will not substantially diminish or impair the conservation values of the Property.

F. *Prohibited Activities*

Any activities, practices, or uses of the Property, that would in anyway alter, impede, or interfere with the conservation values and agricultural goals sought to be protected by this Conservation Easement are strictly prohibited.

Attachment E

G. Natural Resource Restoration and Enhancement Activities

Notwithstanding any terms contained within this Conservation Easement, Grantor(s) may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the Property, so long as such uses do not significantly diminish or impair the conservation values of the Property.

H. Grantor's Road Construction

Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Conservation Easement are permitted.

I. Mining

There shall be no filling; excavation; dredging; mining; removal of topsoil, sand, gravel, rock, peat, minerals or other materials; and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or flooding and as reasonably necessary for any permitted maintenance, construction or reconstruction on the Property.

J. Trash and Hazardous Waste

No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste shall be placed, stored, dumped, buried or permitted to remain on the Property. Except that, the storage of agricultural products, byproducts (including the composting of biodegradable material for on-farm use) and agricultural equipment on the Property is allowable, so long as such storage is done in accordance with all applicable government laws and regulations and in such a manner so as to not impair the conservation values of the Property.

K. Farm and Forestlands

Agricultural operations including, but not limited to, timber harvesting, grazing, horticulture and animal husbandry are permitted on the Property.

L. Transfer of Property

Grantor(s) agree to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which they transfer or divest themselves of any interests, including leasehold interests, in all or a portion of the Property. Failure of Grantor(s) to comply with this section shall not impair the validity of this Conservation Easement as to successor owners or limit its enforceability in any way, nor shall any Grantor's failure to comply with this section constitute a default under this Conservation Easement.

M. Transfer of Conservation Easement

Subject to the contingent rights of the State of North Carolina with timely written notice and approval of the North Carolina Department of Agriculture and Consumer Services, the Grantee shall have the right to transfer this Conservation Easement to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under 26 U.S.C. §170(h) of the Internal Revenue Code, as amended and under NCGS 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement. As a condition of such transfer, Grantee shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out. If the Grantee ever ceases to exist or no longer qualifies under 26 U.S.C. §170(h) of the Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another

Attachment E

qualified organization having similar purposes that agrees to assume the responsibility imposed by this Conservation Easement.

N. Grantor's Title Warranty

The Grantor(s) warrant that they hold fee simple title to the Property and must disclose any encumbrances on the Property to the Commissioner of Agriculture and hereby promise to defend the same against all claims that may be made against it.

O. Parties in Interest

If the Grantor(s) are multiple parties in interest or a trust, all signatures obtained must be by authorized officers or parties.

P. Grantor's Environmental Warranty

The Grantor(s) warrant that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.

Q. Obligations

Other than as specified herein, this Conservation Easement does not impose any legal or other responsibility on the Grantee or the State of North Carolina.

R. Liability and Indemnification

The Grantor(s) agree to indemnify and hold Grantee and the State of North Carolina harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

S. Enforcement

With reasonable advance written notice to the Grantor(s), the Grantee shall have the right to enter the Property for the purpose of inspecting for compliance with the terms of this Conservation Easement. The Grantee shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action. The parties agree that a court may issue an injunction or order requiring the Grantor(s) to restore the Property to its condition prior to the violation as restoration of the property may be the only appropriate remedy. In any case where a court finds that a violation has occurred, the Grantor(s) shall reimburse the Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to court costs, attorneys' fees, and any other costs incurred with onsite remediation. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. In any case where a court finds no such violation has occurred, each party shall bear its own costs.

In the event that Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Commissioner of Agriculture, the said Commissioner of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the Conservation Easement through any and all authorities available under Federal or State law. In the event that Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this Conservation Easement without the prior consent of the Commissioner of Agriculture and payment of consideration to the State of North Carolina, then, at the option of the Commissioner of Agriculture, all right, title, and interest in this Conservation Easement shall become vested in the State of North Carolina.

Attachment E

T. *Amendment*

This Conservation Easement may be amended by a written instrument executed by the Grantee and the Grantor(s) and approved by the Commissioner of Agriculture. Any such amendment shall be consistent with the Statement of Purpose of this Conservation Easement and with the Grantee's Conservation Easement amendment policies, and shall comply with 26 U.S.C. §170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded. Grantee shall give notice of any amendment to and secure approval from, the North Carolina Department of Agriculture and Consumer Services.

U. *Procedure in the Event of Condemnation or Eminent Domain*

Grantor(s) and Grantee recognize that the partial donation and partial sale of this Conservation Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property prior to the restrictions imposed by the Conservation Easement. Accordingly, if any condemnation or eminent domain action shall be taken, on all or part of the Property, by any authorized public authority, said authority shall be liable to the Grantee for the value of the property right vested in the Grantee at the time of the signing of this Conservation Easement.

If condemnation or a taking by eminent domain of a part of the Property or the entire Property by a public authority renders it impossible to fulfill any of the conservation purposes of this Conservation Easement on all or part of the Property, the Conservation Easement may be terminated or modified accordingly through condemnation proceedings. If the Conservation Easement is terminated or modified and any or all of the Property is sold or taken for public use, then, as required by Treas. Reg. 1.170A-14(g)(6), the Grantee shall be entitled to the proportionate value of the Conservation Easement. The Grantee shall use its proceeds consistently with the general conservation purposes of this Conservation Easement. If this Conservation Easement is extinguished or terminated, the North Carolina Department of Agriculture and Consumer Services, and Grantee shall receive its proportional share of the Conservation Easement value at the time of termination. The proportional share of the Conservation Easement value is ____ percent to the North Carolina Department of Agriculture and Consumer Services.

V. *Procedure in the Event of Termination of Conservation Easement*

If it determines that conditions on or surrounding the Property change so much that it becomes impossible to fulfill the conservation purposes of this Conservation Easement, a court with jurisdiction may, at the joint request of both the Grantor(s) and the Grantee and with prior consent of North Carolina Department of Agriculture and Consumer Services as provided herein, terminate or modify this Conservation Easement in accordance with applicable state law. If the Conservation Easement is terminated and the Property is sold then as required by Treas. Reg. 1.170A-14(g)(6), the Grantee shall be entitled to an amount equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement. The Grantee and the North Carolina Department of Agriculture and Consumer Services shall divide the resulting proceeds in accordance with the percentage of the purchase price of the Conservation Easement that each party contributed. The percentage is ____ percent for the North Carolina Department of Agriculture and Consumer Services. The Grantee shall use its proceeds consistently with the general conservation purposes of this Conservation Easement.

W. *Subsequent Easements/Restrictions on the Property*

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise diminish or impair the conservation values of the Property is prohibited.

Attachment E

X. Subdivision

The Property currently consists of single tract. The further subdivision of the Property, the recording of a subdivision plan, partition, or any other division of the Property, is prohibited.

Y. Notices

Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first-class mail to the Grantor(s) and the Grantee respectively at the following addresses, unless a party has been notified in writing by the other of a change of address:

[Insert Grantor(s) and Grantee addresses]

North Carolina Department of Agriculture and Consumer Services:
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

APPROVED AS TO FORM

Authorized Signatory for North Carolina Department of Agriculture and Consumer Services
D. David Steinbock

Attachment F

NC OPENBOOK SUPPLEMENTAL INFORMATION

INFORMATION REQUIRED FOR NC OPENBOOK

<http://www.ncopenbook.gov/NCOpenBook/>

Applicant Name:	Cabarrus Soil and Water Conservation District	
Applicant Tax Identification Number:	56-6000281 (Cabarrus County)	
DUNS Number	965929263	
Project Title:	Dan Barrier Permanent Agricultural Conservation Easement (Cabarrus)	
Applicant's Fiscal Year	July 1	to June 30

1. Brief Description and Background/History of your Organization.

<p>Be sure to include the number of years in existence, number of employees, mission and goals of your organization.</p> <p>Cabarrus SWCD was formed from a former multi-county district in 1963 and is currently served by a staff of 3. The Cabarrus SWCD's mission is to initiate and carry out a local program to assist and educate landowners, land users, responsible institutions and various groups in the community to plan, apply and maintain sound conservation practices and land use. Cabarrus SWCD exists to encourage the informed and responsible stewardship of the land and all its natural resources. The current top goals established by the District board through a strategic planning process include conservation easements and land use planning, along with legislative initiatives, conservation education and community conservation. The District both owns property and holds conservation easements. The District and the Land Trust for Central North Carolina have a fruitful partnership through a Memorandum of Agreement. The District has established a conservation easement "Stewardship Fund" for holding monies to be used education, enforcement, monitoring and restoration.</p>
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2. Current Contact Information: (Complete information below if different than in the original contract cover document.)

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
ADFP Trust Fund	ADFP Trust Fund
NCD&CS	NCD&CS
1001 Mail Service Center	2 West Edenton Street
Raleigh, NC 27699-1001	Raleigh, NC 27601
Telephone: 919-707-3071	ALTERNATE CONTACT:
Fax: 919-716-0105	
Email: ncafp@ncagr.gov	

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Dennis Testerman Title: Sr. Resource Conservation Specialist	Name: Title:
Company Name: Cabarrus Soil and Water Conservation District	Company Name:
Address: 715 Cabarrus Avenue West	Address:
City: Concord State NC Zip: 28027-6214	City State: Zip:
Telephone: 704-920-3300 (3303 - direct)	
Fax: 704-795-6432	
Email: detesterman@cabarruscounty.nc.gov	Secondary Email:

3. Current Project Timeline.

IDENTIFIED TASK	PROPOSED START DATE	PROJECTED COMPLETION DATE	PROJECTED NCDA&CS FUNDS TO BE SPENT (\$)	TOTAL PROJECTED COSTS OF THE PROJECT(\$)

Attachment G

PERFORMANCE MEASURES

PERFORMANCE MEASURES

Grantee Name:	Cabarrus Soil and Water Conservation District
Project Title:	Dan Barrier Farm Easement
Grants and Contracts Tracking #:	13-F-074-ADFP-5
Contract #:	
ADFP Tracking #:	ADM-ADFP-12-007

List Output(s):	Quantified activities performed by the Grantee.
	1. Development rights and easement value for property determined for the Dan Barrier Farm Easement.
	2. Appraisal of property is completed for Dan Barrier Farm Easement.
	3. Assessment survey is completed for Dan Barrier Farm Easement.
	4. Baseline documentation is completed for Barrier Farm Easement.
	5. Development of ADFP Trust Fund written easement.
	6.
	7.
	8.
	9.
	10.

List Outcome(s):	What happens as a result of the Grantee's activities.
	1. Environmental status of Dan Barrier Farm property is identified.
	2. Development rights value for Dan Barrier Farm is identified.
	3. Protection of agricultural resources.
	4.
	5.
	6.
	7.
	8.
	9.
	10.

List Deliverable(s):	Specific types of outputs or outcomes - tangible items (i.e. reports and plans) or activities (e.g. workshops and conferences) that are quantifiable and measurable.
	1. Recorded easement of 35.4 acres in perpetuity.
	2.
	3.
	4.
	5.

Attachment H

CERTIFICATION AND ASSURANCES

**NCDA&CS
ADFP Trust Fund**



**REIMBURSEMENT REQUEST INVOICE
SIGNATURE CARD FORM**

INSTRUCTIONS: Please read and fill in the required information in each field where applicable. Provide the requested printed and written signatures of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing of Request for Reimbursement form.

SECTION I.

Date:	
Legal Applicant Organization / Agency Name:	Cabarrus Soil and Water Conservation District
Federal Tax Identification Number:	56-6000281

SECTION II.

Certification:
By affixing my signature, I certify that person(s) identified below are designated having legal authorization to sign on behalf of the organization named in section one for purposes of processing monthly submissions of the ADFP Trust Fund Request for Reimbursement Form. Furthermore, I understand the legal implications of any and all misrepresentation of an official for the sole purpose of defrauding the State of North Carolina.

NON-PROFIT ORGANIZATIONS ONLY

Chairman of the Board of Directors	Financial Representative Signature
Print Name and Title:	Print Name and Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES

Chief Fiscal Officer	Alternate Fiscal Signature
Print Name and Title:	Print Name and Title:
Signature:	Signature:

Attachment I
SIGNATURE CARD



FOR NCDA&CS ONLY:
 Return Request to:
 Pam Winstead, Supervisor
 Accounts Payable, NCDA&CS
 1001 Mail Service Center
 Raleigh, N.C. 27699-1001

North Carolina Department of Agriculture
 and Consumer Services
Steve Troxler, Commissioner

Terri S. Overton,
 Director
 Budget & Finance

ELECTRONIC PAYMENT REQUEST FORM

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit electronically, either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub.

- **ATTACH A VOID CHECK, PRINT THE INFORMATION BELOW and MAIL to your Contract Administrator as identified in your cover contract document.**

Payee Name _____

Federal ID # / Social Security # _____

Bank Name _____

Bank routing number _____

() Checking account # _____

() Savings account # _____

- FAX number or e-mail address for payment notification. Place a check mark in front of the method of notification you prefer. Identify the Grant Program you are participating in as requested below.

() FAX # (_ _ _) _ _ _ - _ _ _ _ _ OR

() E-mail address _____

Authorized Signature: _____ Date: _____

Title: _____

() Phone # (_ _ _) _ _ _ - _ _ _ _ _

(ATTACH A VOID CHECK)
PLEASE IDENTIFY THE GRANT PROGRAM YOU ARE PARTICIPATING IN: _____

Attachment K

ELECTRONIC PAYMENT REQUEST

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

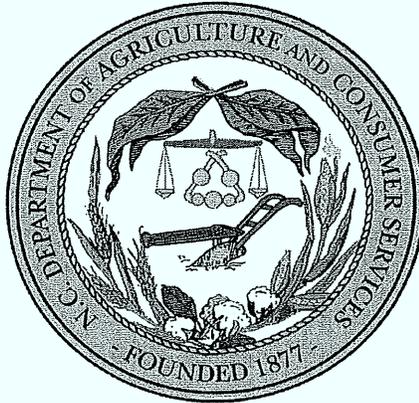
- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Attachment J

W-9 TAX INFORMATION

Attachment H



Steve Troxler, Commissioner

Certifications and Assurances Section

North Carolina Department of Agriculture and Consumer Services
State Certifications and Assurances Section

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The applicant certifies that:

- A. No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency, a Member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body or an employee of a Member of Congress, North Carolina's General Assembly or local government body in connection with the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State, or local government contract, grant, loan or cooperative agreement;
 - B. If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a Member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- A. The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local government agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (A) (b) of this certification; and.
 - d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
 - B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.
-

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.
Notice shall include the identification number(s) of each affected grant;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, ; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

North Carolina Department of Agriculture and Consumer Services
State Certifications and Assurances Section

B. The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

GRANTEE ORGANIZATION NAME:	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:	
SIGNATURE:	DATE:
CONTRACT NUMBER:	



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Tax Administration - Refund and Release Report - August 2012

BRIEF SUMMARY:

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

REQUESTED ACTION:

Motion to approve the August 2012 Release-Refund report as submitted and grant authority to the Tax Collector to process the refunds and releases.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

J. Brent Weisner, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [Release Refund Summary](#)
 - [Release Refund Detail](#)
-

Summary of Releases and Refunds for the Month of AUGUST 2012

RELEASES FOR THE MONTH OF: AUGUST 12

\$352,383.45

BREAKDOWN OF RELEASES:

COUNTY	\$329,230.67
CITY OF CONCORD	\$3,055.43
CITY OF KANNAPOLIS	\$18,026.98
CITY OF LOCUST	\$45.43
CITY OF STANFIELD	\$0.00
TOWN OF HARRISBURG	\$76.07
TOWN OF MIDLAND	\$22.13
TOWN OF MT. PLEASANT	\$12.48
ALLEN F/D	\$19.96
COLD WATER F/D	\$375.57
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$35.65
GEORGEVILLE F/D	\$95.49
GOLD HILL F/D	\$22.47
HARRISBURG F/D	\$247.55
JACKSON PARK F/D	\$41.15
MIDLAND F/D	\$53.66
MT MITCHELL F/D	\$36.28
MT PLEASANT F/D	\$148.24
NORTHEAST F/D	\$39.26
ODELL F/D	\$165.45
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$591.03
KANNAPOLIS RURAL F/D	\$40.84
CONCORD RURAL F/D	\$1.66

REFUNDS FOR THE MONTH OF: AUGUST 12

\$1,483.83

BREAKDOWN OF REFUNDS:

COUNTY	\$1,428.92
CITY OF CONCORD	\$0.00
CITY OF KANNAPOLIS	\$0.00
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
TOWN OF HARRISBURG	\$0.00
TOWN OF MIDLAND	\$0.00
TOWN OF MT. PLEASANT	\$0.00
ALLEN F/D	\$0.00
COLD WATER F/D	\$0.00
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$0.00
GEORGEVILLE F/D	\$0.00
GOLD HILL F/D	\$12.86
HARRISBURG F/D	\$0.00
JACKSON PARK F/D	\$0.00
MIDLAND F/D	\$0.00
MT. MITCHELL F/D	\$0.00
MT. PLEASANT F/D	\$0.00
NORTHEAST F/D	\$0.00
ODELL F/D	\$42.05
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$0.00
WINECOFF F/D	\$0.00
KANNAPOLIS RURAL F/D	\$0.00
CONCORD RURAL F/D	\$0.00

AUGUST 2012 RELEASE REPORT

Name	Bill#	Reason	District	Amount
1ST CITIZEN'S BANK	2012-10022	MAILED TIMELY.	C PEN FEE	\$19.46
1ST CITIZEN'S BANK	2012-10022	MAILED TIMELY.	FR07PEN FEE	\$3.10
1ST CITIZEN'S BANK	2012-10021	MAILED TIMELY.	C PEN FEE	\$10.65
1ST CITIZEN'S BANK	2012-10021	MAILED TIMELY.	FR02PEN FEE	\$0.88
1ST CITIZEN'S BANK	2012-10020	MAILED TIMELY.	C PEN FEE	\$1.12
1ST CITIZEN'S BANK	2012-10020	MAILED TIMELY.	FR16PEN FEE	\$0.10
1ST CITIZEN'S BANK	2012-10019	MAILED TIMELY.	C PEN FEE	\$12.24
1ST CITIZEN'S BANK	2012-10019	MAILED TIMELY.	CI03PEN FEE	\$8.83
1ST CITIZEN'S BANK	2012-10018	MAILED TIMELY.	C PEN FEE	\$3.92
1ST CITIZEN'S BANK	2012-10018	MAILED TIMELY.	FR04PEN FEE	\$0.25
1ST CITIZEN'S BANK	2012-10017	MAILED TIMELY.	C PEN FEE	\$312.06
1ST CITIZEN'S BANK	2012-10015	MAILED TIMELY.	C PEN FEE	\$196.99
1ST CITIZEN'S BANK	2012-10015	MAILED TIMELY.	CI04PEN FEE	\$157.59
1ST CITIZEN'S BANK	2012-10016	MAILED TIMELY.	C PEN FEE	\$10.36
1ST CITIZEN'S BANK	2012-10016	MAILED TIMELY.	FR05PEN FEE	\$0.95
1ST CITIZEN'S BANK	2012-10025	MAILED TIMELY.	C PEN FEE	\$27.38
1ST CITIZEN'S BANK	2012-10025	MAILED TIMELY.	FR11PEN FEE	\$2.27
1ST CITIZEN'S BANK	2012-10024	MAILED TIMELY.	C PEN FEE	\$1.88
1ST CITIZEN'S BANK	2012-10024	MAILED TIMELY.	CI04PEN FEE	\$1.51
1ST CITIZEN'S BANK	2012-10023	MAILED TIMELY.	C PEN FEE	\$11.89
ABSHER GERALD ALEX	2012-525037	PRO-RATED BILL	C ADVLTX	\$24.99
ABSHER GERALD ALEX	2012-525037	PRO-RATED BILL	FR09ADVLTX	\$1.98
AFTON VILLAGE BEACON STREET	2012-10664	TOWNHOMES NOT	C ADVLTX	\$1,845.20
ALEXANDER BRIAN CAMERON	2012-543043	SITUS	CI04ADVLTX	\$59.78
ALEXANDER BRIAN CAMERON	2012-543043	SITUS	KTAGFFFEFEE	\$15.00
ANDERSON JERRY EDWIN	2012-12162	DISABLED	C ADVLTX	\$315.00
ANDERSON JERRY EDWIN	2012-12162	DISABLED	CI04ADVLTX	\$252.00
ANDERSON JERRY EDWIN	2012-531678	PRORATION	C ADVLTX	\$3.73
ANDERSON JERRY EDWIN	2012-531678	PRORATION	CI04ADVLTX	\$2.90
ANDREWS ROBERT BAIN JR	2012-525581	PRO-RATED BILL	C ADVLTX	\$53.89
ANDREWS ROBERT BAIN JR	2012-525581	PRO-RATED BILL	FR11ADVLTX	\$4.28
ANGUZZA KEVIN WAYNE JR	2012-534396	PRO-RATED BILL	CI04ADVLTX	\$26.61
ANGUZZA KEVIN WAYNE JR	2012-534396	PRO-RATED BILL	KTAGFFFEFEE	\$15.00
ANNA'S LINENS	2012-12425	MAILED TIMELY,	C PEN FEE	\$70.10
ARMSTRONG CARRIE MONIOUE	2012-527541	PRO-RATED BILL	C ADVLTX	\$10.40
ARMSTRONG CARRIE MONIOUE	2012-527541	PRO-RATED BILL	CI04ADVLTX	\$8.09
ASHMAN MARY I	2012-12986	LATE	C ADVLTX	\$437.26
ATC/VANCOM INC	2012-534772	VEHICLE	C ADVLTX	\$30.81
ATC/VANCOM INC	2012-534772	VEHICLE	CI02ADVLTX	\$20.54
ATM SPECIALISTS LLC	2012-13309	LISTED TIMELY	C PEN FEE	\$0.64
AUMAN PENNY CARTER	2012-500033	SITUS IS	C ADVLTX	\$71.11
AUMAN PENNY CARTER	2012-500033	SITUS IS	FR14ADVLTX	\$4.51
B J 'S WHOLESALE CLUB	2012-13752	MAILED TIMELY.	C PEN FEE	\$764.24
BACKROAD STUDIOS LLC	2012-13805	PER FINAL TAX	C ADVLTX	\$88.82
BACKROAD STUDIOS LLC	2012-13805	PER FINAL TAX	FR03ADVLTX	\$6.34
BAILON ROGELIO BACILIO	2011-646953	PRORATION	C ADVLTX	\$5.78
BAILON ROGELIO BACILIO	2011-646953	PRORATION	CI04ADVLTX	\$4.49
BALDREE WILLIAM JASON	2012-14144	PER LEASE	C ADVLTX	\$287.00
BANTON ROHAN ALEXANDER	2012-532766	PER LEASE	CI02ADVLTX	\$4.70
BANTON ROHAN ALEXANDER	2012-532766	PER LEASE	CTAGFFFEFEE	\$15.00
BARBEE BRIAN KEITH	2012-518995	PRO-RATED BILL	C ADVLTX	\$54.77
BARBEE BRIAN KEITH	2012-518995	PRO-RATED BILL	CI02ADVLTX	\$36.51
BARBEE ELISHA KAY	2011-658810	PRORATION	C ADVLTX	\$25.68
BARBEE ELISHA KAY	2011-658810	PRORATION	CI02ADVLTX	\$17.12
BARBER LACHELLE BEANNA	2010-664583	PRO-RATED BILL	C ADVLTX	\$38.43
BARBER LACHELLE BEANNA	2010-664583	PRO-RATED BILL	FR07ADVLTX	\$4.58
BARNHARDT CRYSTAL HINKLE	2012-532438	EARLY TURN OF	C ADVLTX	\$3.15
BARNHARDT CRYSTAL HINKLE	2012-532438	EARLY TURN OF	CI02ADVLTX	\$2.10
BARNHARDT CRYSTAL HINKLE	2012-532438	EARLY TURN OF	CTAGFFFEFEE	\$15.00
BATH & BODY WORKS #1349	2012-15724	MAILED TIMELY.	C PEN FEE	\$49.15
BATH & BODY WORKS #794	2012-15725	MAILED TIMELY.	C PEN FEE	\$33.34
BELK CHARLES RAY	2011-655759	PRO-RATED BILL	C ADVLTX	\$9.08
BELK CHARLES RAY	2011-655759	PRO-RATED BILL	CI02ADVLTX	\$6.05
BENTON JERRY RAY	2012-520498	PER PRIOR	C ADVLTX	\$50.95
BENTON JERRY RAY	2012-520498	PER PRIOR	CI02ADVLTX	\$33.97
BEVERLY'S GOURMET FOODS INC	2012-17155	PER LEASE	C PEN FEE	\$6.52
BEVERLY'S GOURMET FOODS INC	2012-17155	PER LEASE	C ADVLTX	\$65.23
BEVERLY'S GOURMET FOODS INC	2011-17090	NO LONGER IN	C PEN FEE	\$6.64
BEVERLY'S GOURMET FOODS INC	2011-17090	NO LONGER IN	C ADVLTX	\$66.36
BISSELL RENTAL LLC	2012-17477	MAILED TIMELY.	C PEN FEE	\$1.61
BISSELL RENTAL LLC	2012-17481	MAILED TIMELY.	C PEN FEE	\$1.43
BISSELL RENTAL LLC	2012-17480	MAILED TIMELY.	C PEN FEE	\$2.28
BISSELL RENTAL LLC	2012-17479	MAILED TIMELY.	C PEN FEE	\$0.69
BISSELL RENTAL LLC	2012-17478	MAILED TIMELY.	C PEN FEE	\$0.69
BLACKMON RYAN SCOTT	2011-666278	PRO-RATED BILL	C ADVLTX	\$65.06
BLACKMON RYAN SCOTT	2011-666278	PRO-RATED BILL	CI04ADVLTX	\$50.60
BLYTHE THOMAS MICHAEL	2011-656091	VEHICLE SOLD.	C ADVLTX	\$25.58
BLYTHE THOMAS MICHAEL	2011-656091	VEHICLE SOLD.	FR14ADVLTX	\$1.62
BORTON ANTHONY RANDALL	2012-507738	SITUS ERROR-	C ADVLTX	\$60.23
BORTON ANTHONY RANDALL	2012-507738	SITUS ERROR-	CI02ADVLTX	\$40.15
BORTON ANTHONY RANDALL	2012-507738	SITUS ERROR-	CTAGFFFEFEE	\$15.00
BOST BARRY GENE	2012-18944	BT BILLED	C ADVLTX	\$44.10
BOST BARRY GENE	2012-18944	BT BILLED	FR08ADVLTX	\$4.28
BOWDEN MARY S LF EST	2012-19351	BITEK ERROR	C ADVLTX	\$313.36
BOWDEN MARY S LF EST	2012-19351	BITEK ERROR	CI04ADVLTX	\$250.68
BOWDEN MARY S LF EST	2012-19351	BITEK ERROR	FR09ADVLTX	\$25.52
BOWEN LINDA MARY	2012-534790	PRORATION	C ADVLTX	\$17.30

BOWEN LINDA MARY	2012-534790	PRORATION	CI02ADVLTX	\$11.53
BOWEN TRACY LEGWYN	2012-19383	DISABLED	C ADVLTX	\$315.00
BOWEN TRACY LEGWYN	2012-19383	DISABLED	CI04ADVLTX	\$252.00
BOYLES MATTHEW GRIER	2012-19579	VALUE ADJUSTED	C ADVLTX	\$106.40
BRACKETT JEFFREY ALSTON	2012-19620	CLERICAL	C ADVLTX	\$23.22
BRACKETT JEFFREY ALSTON	2012-19620	CLERICAL	FR07ADVLTX	\$3.70
BRADFORD DEBBIE E	2012-19640	VALUE	C ADVLTX	\$28.11
BRADFORD DEBBIE E	2012-19640	VALUE	FR11ADVLTX	\$2.33
BRAWN DAVID A	2012-19969	INCORRECT	C PEN FEE	\$22.62
BRAWN DAVID A	2012-19969	INCORRECT	C ADVLTX	\$226.20
BREWER WAYNE CRAVEN	2012-529886	TAXPAYER DOES	C ADVLTX	\$6.62
BREWER WAYNE CRAVEN	2012-529886	TAXPAYER DOES	CI04ADVLTX	\$5.15
BREWER WAYNE CRAVEN	2012-529886	TAXPAYER DOES	KTAGFFFEFEE	\$15.00
BRIDGEWAY SOLUTIONS INC	2012-20160	MAILED TIMELY.	C PEN FEE	\$15.20
BRIGNAC TONYA	2012-507822	PRORATION	C ADVLTX	\$49.96
BRIGNAC TONYA	2012-507822	PRORATION	CI04ADVLTX	\$38.86
BRILBECK SUSAN MARY	2012-528778	PRO-RATED BILL	C ADVLTX	\$14.44
BRILBECK SUSAN MARY	2012-528778	PRO-RATED BILL	CI02ADVLTX	\$9.63
BRINKERHOFF JOHN LYLE	2012-523493	VEHICLE SOLD.	C ADVLTX	\$93.83
BRINKERHOFF JOHN LYLE	2012-523493	VEHICLE SOLD.	FR08ADVLTX	\$8.93
BROWN ANGILENA HUNT	2012-517924	ADJUSTED VALUE	C ADVLTX	\$75.65
BROWN ANGILENA HUNT	2012-517924	ADJUSTED VALUE	CI02ADVLTX	\$50.43
BROWN CHRIS CHALLIE	2012-539084	REVALUE PER HI	C ADVLTX	\$23.71
BROWN CHRIS CHALLIE	2012-539084	REVALUE PER HI	FR11ADVLTX	\$1.88
BROWN LINELL GRIFFIN	2011-608501	PRORATION	C ADVLTX	\$17.73
BROWN LINELL GRIFFIN	2011-608501	PRORATION	CI01ADVLTX	\$3.80
BROWN LINELL GRIFFIN	2011-608501	PRORATION	FR19ADVLTX	\$2.67
BROWN SHARON LOUISE	2012-540087	PRO-RATED BILL	C ADVLTX	\$43.26
BROWN SHARON LOUISE	2012-540087	PRO-RATED BILL	CI01ADVLTX	\$9.27
BROWN SHARON LOUISE	2012-540087	PRO-RATED BILL	FR19ADVLTX	\$6.53
BRUCE SHERRY WINCHESTER	2011-658480	PRORATION	C ADVLTX	\$15.63
BRUCE SHERRY WINCHESTER	2011-658480	PRORATION	FR07ADVLTX	\$1.86
BRYANT LAURA BARNHARDT	2012-21294	REVISED VALUE	C ADVLTX	\$90.73
BRYANT LAURA BARNHARDT	2012-21294	REVISED VALUE	FR15ADVLTX	\$8.68
BUCKLES JOHN PAUL	2012-527703	PRORATION	C ADVLTX	\$24.88
BUCKLES JOHN PAUL	2012-527703	PRORATION	FR11ADVLTX	\$1.98
BUESCH KENNETH ROBERT	2012-21444	REMOVED FROM	C PEN FEE	\$4.37
BUESCH KENNETH ROBERT	2012-21444	REMOVED FROM	FR08PEN FEE	\$0.43
BUESCH KENNETH ROBERT	2012-21444	REMOVED FROM	C ADVLTX	\$43.74
BUESCH KENNETH ROBERT	2012-21444	REMOVED FROM	FR08ADVLTX	\$4.25
BURGESS DAVID EVAN	2012-540359	PER TEC VALUE	C ADVLTX	\$35.19
BURGESS DAVID EVAN	2012-540359	PER TEC VALUE	FR04ADVLTX	\$2.23
BURLINGTON COAT FACTORY #318	2012-21820	MAILED TIMELY.	C PEN FEE	\$326.89
BURRIS AMBER H	2012-21989	FORESTRY	C ADVLTX	\$719.53
BURRIS AMBER H	2012-21989	FORESTRY	FR13ADVLTX	\$94.57
BURRIS MICHAEL LANE	2012-528716	RELEASED 9	C ADVLTX	\$66.95
BURRIS MICHAEL LANE	2012-528716	RELEASED 9	FR16ADVLTX	\$5.84
BURRIS VERNON E CONSTRUCTION	2012-22122	TAXED AT FULL	C ADVLTX	\$385.00
BUTLER HESSIE MAE	2011-611125	NO BUISNESS	C GARNFEE	\$60.00
BUTTS JAMES ANDREW	2012-532978		CI02ADVLTX	\$5.67
BUTTS JAMES ANDREW	2012-532978		CTAGFFFEFEE	\$15.00
CABARRUS COUNTY	2012-22562	EXEMPT CODE	C ADVLTX	\$408.17
CABARRUS COUNTY	2012-22562	EXEMPT CODE	CI04ADVLTX	\$326.54
CABARRUS VICTIMS ASSISTANCE	2012-22623	EXEMPT CODE	C ADVLTX	\$647.01
CABARRUS VICTIMS ASSISTANCE	2012-22623	EXEMPT CODE	C ADVLTX	\$647.01
CABARRUS VICTIMS ASSISTANCE	2012-22623	EXEMPT CODE	C ADVLTX	-\$647.01
CABARRUS VICTIMS ASSISTANCE	2012-22623	EXEMPT CODE	C ADVLTX	-\$647.01
CABARRUS VICTIMS ASSISTANCE	2012-22623	EXEMPT CODE	C ADVLTX	\$647.01
CAMPBELL AMANDA KATHERINE	2011-664690	VEHICLE TRADED	C ADVLTX	\$86.95
CAMPBELL AMANDA KATHERINE	2011-664690	VEHICLE TRADED	CI02ADVLTX	\$57.97
CAMPBELL JAMES ELLIOTT III	2012-500808	PRORATION	C ADVLTX	\$4.07
CAMPBELL JAMES ELLIOTT III	2012-500808	PRORATION	CI04ADVLTX	\$3.17
CANNON MEMORIAL YMCA	2011-655437	APPL FOR MOTOR	C ADVLTX	\$8.95
CANNON MEMORIAL YMCA	2011-655437	APPL FOR MOTOR	CI04ADVLTX	\$6.96
CANNON MEMORIAL YMCA	2011-655437	APPL FOR MOTOR	KTAGFFFEFEE	\$15.00
CANUPP ROCKY LANE & WIFE	2012-23469	DOUBLE BILLED,	C PEN FEE	\$0.56
CANUPP ROCKY LANE & WIFE	2012-23469	DOUBLE BILLED,	C ADVLTX	\$5.60
CAPWELL RICHARD F	2012-23526	PER DECISION	C ADVLTX	\$122.22
CAPWELL RICHARD F	2012-23526	PER DECISION	CI04ADVLTX	\$97.78
CAROLINA FARM CREDIT ACA	2012-23860	OWNERSHIP	C ADVLTX	\$955.15
CAROLINA FARM CREDIT ACA	2012-23860	OWNERSHIP	FR16ADVLTX	\$85.96
CARR TAMEKA LANSHUN	2011-633815	PRO-RATED BILL	C ADVLTX	\$5.90
CARR TAMEKA LANSHUN	2011-633815	PRO-RATED BILL	CI04ADVLTX	\$4.59
CARR TAMEKA LANSHUN	2011-665295	PRORATION	C ADVLTX	\$44.54
CARR TAMEKA LANSHUN	2011-665295	PRORATION	CI04ADVLTX	\$34.64
CARTER TERESA HONES	2012-538407	ADJUSTED VALUE	C ADVLTX	\$283.50
CARTER TERESA HONES	2012-538407	ADJUSTED VALUE	FR03ADVLTX	\$22.50
CARTER TERESA HONES	2012-538407	ADJUSTED VALUE	C ADVLTX	-\$283.50
CARTER TERESA HONES	2012-538407	ADJUSTED VALUE	FR03ADVLTX	-\$22.50
CARTER TERESA HONES	2012-538407	ADJUSTED VALUE	C ADVLTX	\$308.57
CARTER TERESA HONES	2012-538407	ADJUSTED VALUE	FR03ADVLTX	\$24.49
CASH SHARON ELIZABETH	2011-616859	PRORATION	C ADVLTX	\$17.97
CASH SHARON ELIZABETH	2011-616859	PRORATION	FR04ADVLTX	\$1.14
CAULDER TONY LEE	2012-511265	PRORATION	C ADVLTX	\$5.38
CAULDER TONY LEE	2012-511265	PRORATION	CI06ADVLTX	\$1.19
CAULDER TONY LEE	2012-520738	PRO-RATED BILL	C ADVLTX	\$29.77
CAULDER TONY LEE	2012-520738	PRO-RATED BILL	CI06ADVLTX	\$6.62
CHURCH OF GOD CHILDRENS HOME	2012-517000	RELEASED BILL	C ADVLTX	\$6.24
CHURCH OF GOD CHILDRENS HOME	2012-517000	RELEASED BILL	CI04ADVLTX	\$4.85
CHURCH OF GOD CHILDRENS HOME	2012-517000	RELEASED BILL	KTAGFFFEFEE	\$15.00

CHURCH OF GOD CHILDRENS HOME	2012-538803	RELEASED BILL	C	ADVLTX	\$37.74
CHURCH OF GOD CHILDRENS HOME	2012-538803	RELEASED BILL	C	ADVLTX	\$29.35
CHURCH OF GOD CHILDRENS HOME	2012-538803	RELEASED BILL	C	ADVLTX	\$15.00
CINA ROBERTO	2012-526787	VEHICLE TRADED	C	ADVLTX	\$57.32
CINA ROBERTO	2012-526787	VEHICLE TRADED	C	ADVLTX	\$38.21
CITY OF CONCORD	2012-546070	ERROR-SHOULD	C	ADVLTX	\$350.49
CITY OF CONCORD	2012-546070	ERROR-SHOULD	C	ADVLTX	\$233.66
CITY OF CONCORD	2012-546070	ERROR-SHOULD	C	ADVLTX	\$15.00
CLARK CHARLES D	2010-91772	RELEASE LEGAL	C	ADVLTX	\$239.78
CLARK CHARLES D	2010-91772	RELEASE LEGAL	C	ADVLTX	\$775.00
CLARK GARY LYNN	2011-586092	PRO-RATED BILL	C	ADVLTX	\$27.43
CLARK GARY LYNN	2011-586092	PRO-RATED BILL	C	ADVLTX	\$18.29
CLAY RONNIE BAXTER JR	2012-542616	ADJUSTED VALUE	C	ADVLTX	\$11.74
CLAY RONNIE BAXTER JR	2012-542616	ADJUSTED VALUE	C	ADVLTX	\$9.13
CLINE JERRY RAY JR	2011-658780	PHOTOS	C	ADVLTX	\$309.08
CLINE JERRY RAY JR	2011-658780	PHOTOS	C	ADVLTX	\$240.39
COAN ANDREW PHILLIP	2012-535472	PRO-RATED BILL	C	ADVLTX	\$63.89
COAN ANDREW PHILLIP	2012-535472	PRO-RATED BILL	C	ADVLTX	\$49.69
COMPASS GROUP	2012-28090	MAILED TIMELY.	C	ADVLTX	\$49.87
COMPASS GROUP	2012-28089	MAILED TIMELY.	C	ADVLTX	\$8.37
COMPASS GROUP	2012-28089	MAILED TIMELY.	C	ADVLTX	\$6.70
COMPASS GROUP	2012-28088	MAILED TIMELY.	C	ADVLTX	\$2.27
CONCORD HOSPITALITY ASSOC LLC	2012-28154	ASSESSMENT	C	ADVLTX	\$11,361.91
CONNELLY ESTELLE CHASTEEN	2012-514461	PRO-RATED BILL	C	ADVLTX	\$4.23
CONNELLY ESTELLE CHASTEEN	2012-514461	PRO-RATED BILL	C	ADVLTX	\$2.82
COOTES AMANDA DAE	2012-543739	PRORATION	C	ADVLTX	\$33.15
COOTES AMANDA DAE	2012-543739	PRORATION	C	ADVLTX	\$7.37
CORCORAN JAMES JOSEPH IV	2012-514603	TRADED VEHICLE	C	ADVLTX	\$84.67
CORCORAN JAMES JOSEPH IV	2012-514603	TRADED VEHICLE	C	ADVLTX	\$56.45
COX RONALD HENRY	2012-525920	RELEASED BILL	C	ADVLTX	\$163.86
COX RONALD HENRY	2012-525920	RELEASED BILL	C	ADVLTX	\$14.31
COX SUJEN	2012-515084	PRORATION	C	ADVLTX	\$92.80
COX SUJEN	2012-515084	PRORATION	C	ADVLTX	\$61.87
CREECH TIMOTHY MOORE	2012-530750	DEALER ORDERED	C	ADVLTX	\$152.65
CREECH TIMOTHY MOORE	2012-530750	DEALER ORDERED	C	ADVLTX	\$101.77
CREECH TIMOTHY MOORE	2012-530750	DEALER ORDERED	C	ADVLTX	\$15.00
D & D TRANSPORT EXPRESS INC	2012-514971		C	ADVLTX	-\$315.00
D & D TRANSPORT EXPRESS INC	2012-514971		C	ADVLTX	-\$30.00
D & D TRANSPORT EXPRESS INC	2012-514971	PER BILL OF	C	ADVLTX	\$300.01
D & D TRANSPORT EXPRESS INC	2012-514971	PER BILL OF	C	ADVLTX	\$28.57
D & D TRANSPORT EXPRESS INC	2012-515779	PER BILL OF	C	ADVLTX	\$91.35
D & D TRANSPORT EXPRESS INC	2012-515779	PER BILL OF	C	ADVLTX	\$8.70
D & D TRANSPORT EXPRESS INC	2012-515714	PER BILL OF	C	ADVLTX	\$91.35
D & D TRANSPORT EXPRESS INC	2012-515714	PER BILL OF	C	ADVLTX	\$8.70
D & D TRANSPORT EXPRESS INC	2012-515332	PER BILL OF	C	ADVLTX	\$91.35
D & D TRANSPORT EXPRESS INC	2012-515332	PER BILL OF	C	ADVLTX	\$8.70
D & D TRANSPORT EXPRESS INC	2012-515220	PER BILL OF	C	ADVLTX	\$91.35
D & D TRANSPORT EXPRESS INC	2012-515220	PER BILL OF	C	ADVLTX	\$8.70
D & D TRANSPORT EXPRESS INC	2012-515005	PER BILL OF	C	ADVLTX	\$91.35
D & D TRANSPORT EXPRESS INC	2012-515005	PER BILL OF	C	ADVLTX	\$8.70
D & D TRANSPORT EXPRESS INC	2012-515005	RELEASED 10	C	ADVLTX	\$483.00
D & D TRANSPORT EXPRESS INC	2012-515005	RELEASED 10	C	ADVLTX	\$46.00
D & D TRANSPORT EXPRESS INC	2012-515779	RELEASED 10	C	ADVLTX	\$483.00
D & D TRANSPORT EXPRESS INC	2012-515779	RELEASED 10	C	ADVLTX	\$46.00
D & D TRANSPORT EXPRESS INC	2012-515714	RELEASE 10 MOS	C	ADVLTX	\$483.00
D & D TRANSPORT EXPRESS INC	2012-515714	RELEASE 10 MOS	C	ADVLTX	\$46.00
D & D TRANSPORT EXPRESS INC	2012-515332	RELEASE 10 MOS	C	ADVLTX	\$483.00
D & D TRANSPORT EXPRESS INC	2012-515332	RELEASE 10 MOS	C	ADVLTX	\$46.00
D & D TRANSPORT EXPRESS INC	2012-515220	RELEASE 10 MOS	C	ADVLTX	\$483.00
D & D TRANSPORT EXPRESS INC	2012-515220	RELEASE 10 MOS	C	ADVLTX	\$46.00
D & D TRANSPORT EXPRESS INC	2012-515008	PER BILL OF	C	ADVLTX	\$302.78
D & D TRANSPORT EXPRESS INC	2012-515008	PER BILL OF	C	ADVLTX	\$28.84
D & D TRANSPORT EXPRESS INC	2012-515020	PER BILL OF	C	ADVLTX	\$302.78
D & D TRANSPORT EXPRESS INC	2012-515020	PER BILL OF	C	ADVLTX	\$28.84
D & D TRANSPORT EXPRESS INC	2012-515052	PER BILL OF	C	ADVLTX	\$302.78
D & D TRANSPORT EXPRESS INC	2012-515052	PER BILL OF	C	ADVLTX	\$28.84
D & D TRANSPORT EXPRESS INC	2012-515065	PER BILL OF	C	ADVLTX	\$302.78
D & D TRANSPORT EXPRESS INC	2012-515065	PER BILL OF	C	ADVLTX	\$28.84
D & D TRANSPORT EXPRESS INC	2012-514962	PER BILL OF	C	ADVLTX	\$302.78
D & D TRANSPORT EXPRESS INC	2012-514962	PER BILL OF	C	ADVLTX	\$28.84
D & D TRANSPORT EXPRESS INC	2012-514948	PER BILL OF	C	ADVLTX	\$302.78
D & D TRANSPORT EXPRESS INC	2012-514948	PER BILL OF	C	ADVLTX	\$28.84
D & D TRANSPORT EXPRESS INC	2012-514930	PER BILL OF	C	ADVLTX	\$302.78
D & D TRANSPORT EXPRESS INC	2012-514930	PER BILL OF	C	ADVLTX	\$28.84
D & D TRANSPORT EXPRESS INC	2012-514922	PER BILL OF	C	ADVLTX	\$302.78
D & D TRANSPORT EXPRESS INC	2012-514922	PER BILL OF	C	ADVLTX	\$28.84
D & D TRANSPORT EXPRESS INC	2012-514988	PER BILL OF	C	ADVLTX	\$302.78
D & D TRANSPORT EXPRESS INC	2012-514988	PER BILL OF	C	ADVLTX	\$28.84
D & D TRANSPORT EXPRESS INC	2012-515065		C	ADVLTX	-\$302.78
D & D TRANSPORT EXPRESS INC	2012-515065		C	ADVLTX	-\$28.84
D & D TRANSPORT EXPRESS INC	2012-515065	PER BILL OF	C	ADVLTX	\$300.01
D & D TRANSPORT EXPRESS INC	2012-515065	PER BILL OF	C	ADVLTX	\$28.57
D & D TRANSPORT EXPRESS INC	2012-515020		C	ADVLTX	-\$302.78
D & D TRANSPORT EXPRESS INC	2012-515020		C	ADVLTX	-\$28.84
D & D TRANSPORT EXPRESS INC	2012-515020	PER BILL OF	C	ADVLTX	\$300.01
D & D TRANSPORT EXPRESS INC	2012-515020	PER BILL OF	C	ADVLTX	\$28.57
D & D TRANSPORT EXPRESS INC	2012-515052		C	ADVLTX	-\$302.78
D & D TRANSPORT EXPRESS INC	2012-515052		C	ADVLTX	-\$28.84
D & D TRANSPORT EXPRESS INC	2012-515008		C	ADVLTX	-\$302.78
D & D TRANSPORT EXPRESS INC	2012-515008		C	ADVLTX	-\$28.84

D & D TRANSPORT EXPRESS INC	2012-515008	PER BILL OF	C ADVLTX	\$300.01
D & D TRANSPORT EXPRESS INC	2012-515008	PER BILL OF	FR08ADVLTX	\$28.57
D & D TRANSPORT EXPRESS INC	2012-514962		C ADVLTX	-\$302.78
D & D TRANSPORT EXPRESS INC	2012-514962		FR08ADVLTX	-\$28.84
D & D TRANSPORT EXPRESS INC	2012-514962	PER BILL OF	C ADVLTX	\$300.01
D & D TRANSPORT EXPRESS INC	2012-514962	PER BILL OF	FR08ADVLTX	\$28.57
D & D TRANSPORT EXPRESS INC	2012-514948		C ADVLTX	-\$302.78
D & D TRANSPORT EXPRESS INC	2012-514948		FR08ADVLTX	-\$28.84
D & D TRANSPORT EXPRESS INC	2012-514930		C ADVLTX	-\$302.78
D & D TRANSPORT EXPRESS INC	2012-514930		FR08ADVLTX	-\$28.84
D & D TRANSPORT EXPRESS INC	2012-514930	PER BILL OF	C ADVLTX	\$300.01
D & D TRANSPORT EXPRESS INC	2012-514930	PER BILL OF	FR08ADVLTX	\$28.57
D & D TRANSPORT EXPRESS INC	2012-514948	PER BILL OF	C ADVLTX	\$300.01
D & D TRANSPORT EXPRESS INC	2012-514948	PER BILL OF	FR08ADVLTX	\$28.57
D & D TRANSPORT EXPRESS INC	2012-515052	PER BILL OF	C ADVLTX	\$300.01
D & D TRANSPORT EXPRESS INC	2012-515052	PER BILL OF	FR08ADVLTX	\$28.57
D & D TRANSPORT EXPRESS INC	2012-514971	RELEASED BILL	C ADVLTX	\$315.00
D & D TRANSPORT EXPRESS INC	2012-514971	RELEASED BILL	FR08ADVLTX	\$30.00
DAVIS CHARLES JAMES	2011-659243	PRO-RATED BILL	C ADVLTX	\$23.85
DAVIS CHARLES JAMES	2011-659243	PRO-RATED BILL	CI04ADVLTX	\$18.55
DAVIS LESLIE ARDAIN	2012-532625	ADJUSTED VALUE	C ADVLTX	\$87.57
DAVIS LESLIE ARDAIN	2012-532625	ADJUSTED VALUE	CI02ADVLTX	\$58.38
DEAN RANDY HOWARD II	2011-635853	TAXPAYER	C GARNFEE	\$60.00
DEL CARMEN PEDRO MANRIGUE	2012-32282	DOUBLE BILLED,	C PEN FEE	\$0.70
DEL CARMEN PEDRO MANRIGUE	2012-32282	DOUBLE BILLED,	C ADVLTX	\$7.00
DERUSSO MARK LOUIS	2012-511882	PRORATION	C ADVLTX	\$39.44
DERUSSO MARK LOUIS	2012-511882	PRORATION	CI04ADVLTX	\$30.67
DIXON KIMBERLY DIANE	2011-657977	PRO-RATED BILL	C ADVLTX	\$6.67
DIXON KIMBERLY DIANE	2011-657977	PRO-RATED BILL	CI04ADVLTX	\$5.18
DJANARTHANAM PRABAKARAN	2012-33103	ASSESSMENT	C ADVLTX	\$225.33
DLP CARDIAC PARTNERS LLC	2012-33120	TRAINING AND	C ADVLTX	\$113.39
DOLLAR LUKE JAY	2012-524611	TAG RENEWED	C ADVLTX	\$134.19
DOLLAR LUKE JAY	2012-524611	TAG RENEWED	CI02ADVLTX	\$89.46
DOLLAR LUKE JAY	2012-524611	TAG RENEWED	CTAGFFEEFEE	\$15.00
DRIVE TIME CAR SALES INC	2012-33848	MAILED TIMELY.	C PEN FEE	\$160.36
DRYE MATTHEW MORRISON	2012-533578	PRORATION	C ADVLTX	\$26.45
DRYE MATTHEW MORRISON	2012-533578	PRORATION	CI04ADVLTX	\$20.57
DUCOTE GINA CURLEE	2012-524790	ALLOWED 1/2	C ADVLTX	\$67.13
DUCOTE GINA CURLEE	2012-524790	ALLOWED 1/2	CI02ADVLTX	\$44.75
DYER SHERRY T	2012-34633	BOAT NOT	C ADVLTX	\$246.88
DYER SHERRY T	2012-34633	BOAT NOT	FR15ADVLTX	\$23.63
ELLIOTT MALCOLM GLENN	2011-664037	PRO-RATED BILL	C ADVLTX	\$12.03
ELLIOTT MALCOLM GLENN	2011-664037	PRO-RATED BILL	CI04ADVLTX	\$9.35
ENLACE LATINO MULTISERVICES	2012-35808	PER LEASE	C PEN FEE	\$1.13
ENLACE LATINO MULTISERVICES	2012-35808	PER LEASE	C ADVLTX	\$11.31
ENSLEY JAMES BARRY	2012-525958	PRO-RATED BILL	C ADVLTX	\$45.57
ENSLEY JAMES BARRY	2012-525958	PRO-RATED BILL	FR16ADVLTX	\$3.98
EUDY DEREK ALAN	2012-36128	PER BILL OF	C PEN FEE	\$23.22
EUDY DEREK ALAN	2012-36128	PER BILL OF	FR01PEN FEE	\$1.16
EUDY DEREK ALAN	2012-36128	PER BILL OF	C ADVLTX	\$232.19
EUDY DEREK ALAN	2012-36128	PER BILL OF	FR01ADVLTX	\$11.61
EVERBANK COMMERCIAL FINANCE	2012-36470	MAILED TIMELY.	C PEN FEE	\$42.66
EVERBANK COMMERCIAL FINANCE	2012-36469	MAILED TIMELY.	C PEN FEE	\$11.69
EVERBANK COMMERCIAL FINANCE	2012-36469	MAILED TIMELY.	FR04PEN FEE	\$0.75
EVERBANK COMMERCIAL FINANCE	2012-36468	MAILED TIMELY.	C PEN FEE	\$2.48
EVERBANK COMMERCIAL FINANCE	2012-36468	MAILED TIMELY.	FR14PEN FEE	\$0.16
FAGGART ROBERT STERLING	2011-601094	PRO-RATED BILL	C ADVLTX	\$15.51
FAGGART ROBERT STERLING	2011-601094	PRO-RATED BILL	CI02ADVLTX	\$10.34
FAIRCHILD JAMES EDWARD	2012-528907	VEHICLE SOLD.	C ADVLTX	\$28.23
FAIRCHILD JAMES EDWARD	2012-528907	VEHICLE SOLD.	FR07ADVLTX	\$3.36
FAITH BAPTIST CHURCH OF	2012-531396	RELEASED BILL	C ADVLTX	\$3.78
FAITH BAPTIST CHURCH OF	2012-531396	RELEASED BILL	CI04ADVLTX	\$2.94
FAITH BAPTIST CHURCH OF	2012-531396	RELEASED BILL	KTAGFFEEFEE	\$15.00
FAMILY 4 HIM LLC	2012-36830	MAILED TIMELY.	C PEN FEE	\$85.00
FAMILY 4 HIM LLC	2012-36830	MAILED TIMELY.	CI04PEN FEE	\$68.00
FENWAL INC	2012-37276	MAILED TIMELY,	C PEN FEE	\$93.55
FERRELL RICKY EUGENE JR	2012-37392	INCORRECT	C ADVLTX	\$60.45
FERRELL RICKY EUGENE JR	2012-37392	INCORRECT	CI04ADVLTX	\$48.36
FIEGL DEBORAH ELAINE	2012-510505	PRO-RATED BILL	C ADVLTX	\$42.95
FIEGL DEBORAH ELAINE	2012-510505	PRO-RATED BILL	FR11ADVLTX	\$3.41
FINISH LINE INC THE #344	2012-37662	MAILED TIMELY.	C PEN FEE	\$21.54
FINISH LINE THE #428	2012-37663	INCORRECT	C PEN FEE	\$134.88
FINISH LINE THE #428	2012-37663	INCORRECT	C ADVLTX	\$898.11
FISHER ANDY THOMAS	2012-513063	PRO-RATED BILL	C ADVLTX	\$38.22
FISHER ANDY THOMAS	2012-513063	PRO-RATED BILL	FR14ADVLTX	\$2.43
FITTS GEORGE EMANUEL	2012-513152	PRORATION	C ADVLTX	\$21.63
FITTS GEORGE EMANUEL	2012-513152	PRORATION	CI01ADVLTX	\$4.63
FITTS GEORGE EMANUEL	2012-513152	PRORATION	FR19ADVLTX	\$3.26
FRYE GERALD M JR	2012-39728	COMBINED INTO	C ADVLTX	\$599.97
FRYE GERALD M JR	2012-39728	COMBINED INTO	CI04ADVLTX	\$479.98
FULLER GEORGE CHRISTOPHER	2011-661548	PRORATION	C ADVLTX	\$46.24
FULLER GEORGE CHRISTOPHER	2011-661548	PRORATION	CI02ADVLTX	\$30.83
GALLIMORE DAVID MARK	2012-516208	PRO-RATED BILL	C ADVLTX	\$8.41
GALLIMORE DAVID MARK	2012-516208	PRO-RATED BILL	CI04ADVLTX	\$6.54
GARDNER CLINTON EUGENE	2012-532838	PRO-RATED BILL	C ADVLTX	\$8.61
GARDNER CLINTON EUGENE	2012-532838	PRO-RATED BILL	CI02ADVLTX	\$5.74
GARVEN KATHRYN GILCHRIST	2012-518806	PRO-RATED BILL	C ADVLTX	\$29.19
GARVEN KATHRYN GILCHRIST	2012-518806	PRO-RATED BILL	CI02ADVLTX	\$19.46
GAUNTZ DEBORAH SUE	2011-658966	PRO-RATED BILL	C ADVLTX	\$11.88
GAUNTZ DEBORAH SUE	2011-658966	PRO-RATED BILL	FR03ADVLTX	\$0.95

GENENBACHER STEVEN DALE	2012-530178	PRORATION	C	ADVLTX	\$88.69
GENENBACHER STEVEN DALE	2012-530178	PRORATION	CI02ADVLTX		\$59.12
GENEVA CAPITAL LLC	2012-41301	MAILED TIMELY.	C	PEN FEE	\$51.02
GENEVA CAPITAL LLC	2012-41301	MAILED TIMELY.	CI04PEN FEE		\$40.81
GENEVA CAPITAL LLC	2012-41302	MAILED TIMELY.	C	PEN FEE	\$6.31
GHANT SAKIMAH NATEESHA	2012-516479	VEHICLE SOLD.	C	ADVLTX	\$2.63
GHANT SAKIMAH NATEESHA	2012-516479	VEHICLE SOLD.	CI02ADVLTX		\$1.75
GIDDINGS LARRY WAYNE	2012-506235	PRORATION	C	ADVLTX	\$10.96
GIDDINGS LARRY WAYNE	2012-506235	PRORATION	CI02ADVLTX		\$7.31
GNP GROUP OF CONCORD LLC	2012-42038	ASSESSMENT	C	ADVLTX	\$7,915.53
GODBOLT CHARLES MARTI JR	2012-515943	PRO-RATED BILL	C	ADVLTX	\$8.19
GODBOLT CHARLES MARTI JR	2012-515943	PRO-RATED BILL	CI02ADVLTX		\$5.46
GODLEY WILLIAM C	2012-42081	PIPER J3	C	ADVLTX	\$35.00
GRAMS ANTHONY ALLEN	2012-540789	FULL RELEASE-	C	ADVLTX	\$49.49
GRAMS ANTHONY ALLEN	2012-540789	FULL RELEASE-	FRO7ADVLTX		\$5.89
GRAY SHANNON MARIE	2012-515822	MILITARY	C	ADVLTX	\$134.25
GRAY SHANNON MARIE	2012-515822	MILITARY	CI04ADVLTX		\$104.42
GRAY SHANNON MARIE	2012-515822	MILITARY	KTAGFFFEFEE		\$15.00
GREAT WOLF LODGE	2012-43254	PER BOER	C	ADVLTX	\$83,788.25
GREAT WOLF LODGE	2012-43253	PER BOER	C	ADVLTX	\$5,595.10
GRIFFIN RENA POOLE	2011-655669	PRO-RATED BILL	C	ADVLTX	\$5.55
GRIFFIN RENA POOLE	2011-655669	PRO-RATED BILL	FRO7ADVLTX		\$0.66
GRIFFIN STAFFORD LODGING ONE	2012-43842	ASSESSMENT	C	ADVLTX	\$22,777.79
GROENEVELD JACOB JAN	2012-541304	PRORATION	C	ADVLTX	\$91.00
GROENEVELD JACOB JAN	2012-541304	PRORATION	FRO3ADVLTX		\$7.22
GUENETTE JEFFREY ROBERT	2012-525943	INCORRECT	C	ADVLTX	\$20.54
GUENETTE JEFFREY ROBERT	2012-525943	INCORRECT	FR11ADVLTX		\$1.63
HALE WILLIAM A JR	2012-44820	REMOVED FROM	C	ADVLTX	\$5.98
HALE WILLIAM A JR	2012-44820	REMOVED FROM	CI04ADVLTX		\$4.78
HAMMILL JOHN ALLEN III	2012-45257	MOVED TO ROWAN	C	PEN FEE	\$5.53
HAMMILL JOHN ALLEN III	2012-45257	MOVED TO ROWAN	FR17PEN FEE		\$0.47
HAMMILL JOHN ALLEN III	2012-45257	MOVED TO ROWAN	C	ADVLTX	\$55.34
HAMMILL JOHN ALLEN III	2012-45257	MOVED TO ROWAN	FR17ADVLTX		\$4.74
HANKERSON TONY MORRIS	2009-637838	NO REPSONSE	C	GARNFEE	\$60.00
HAROLD KRISTIN MARIA	2010-550357	GR FEE-	C	GARNFEE	\$60.00
HARTNEY LINDA JO	2011-655403	PRORATION	C	ADVLTX	\$48.83
HARTNEY LINDA JO	2011-655403	PRORATION	FR11ADVLTX		\$3.88
HARTSELL HUBERT R & WIFE	2012-46660	CLERICAL ERROR	C	ADVLTX	\$231.56
HATLEY FRANK	2012-47145	APPLY	C	ADVLTX	\$247.70
HENDRICKS SELENE CHURCH	2011-585496	PRORATION	C	ADVLTX	\$48.72
HENDRICKS SELENE CHURCH	2011-585496	PRORATION	CI02ADVLTX		\$32.48
HESTER JOHN DANIEL	2012-543416	RELEASED BILL	C	ADVLTX	\$99.10
HESTER JOHN DANIEL	2012-543416	RELEASED BILL	CI02ADVLTX		\$66.07
HESTER JOHN DANIEL	2012-543416	RELEASED BILL	CTAGFFFEFEE		\$15.00
HIESTER VERONICA LYNN	2012-502096	PRORATION	C	ADVLTX	\$8.45
HIESTER VERONICA LYNN	2012-502096	PRORATION	CI04ADVLTX		\$6.57
HIGGINS TERESA MAY	2012-541830	PRORATION	C	ADVLTX	\$52.49
HIGGINS TERESA MAY	2012-541830	PRORATION	CI02ADVLTX		\$35.00
HIGGINS TERESA MAY	2012-540380	PRORATION	C	ADVLTX	\$30.86
HIGGINS TERESA MAY	2012-540380	PRORATION	CI02ADVLTX		\$20.57
HIGH PERFORMANCE GROUP CO	2012-48801	AIRCRAFT	C	ADVLTX	\$132.58
HIGH PERFORMANCE GROUP CO	2012-48801	AIRCRAFT	FR16ADVLTX		\$11.93
HILL ROGER WILLIAM	2012-541678	VEHICLE TRADED	C	ADVLTX	\$12.47
HILL ROGER WILLIAM	2012-541678	VEHICLE TRADED	CI02ADVLTX		\$8.32
HINTON LEROY HENRY	2012-541564	PRORATION	C	ADVLTX	\$73.42
HINTON LEROY HENRY	2012-541564	PRORATION	CI02ADVLTX		\$48.95
HODGE STEPHEN CURTIS	2012-523810	PRO-RATED BILL	C	ADVLTX	\$30.66
HODGE STEPHEN CURTIS	2012-523810	PRO-RATED BILL	CI04ADVLTX		\$23.85
HODGES JEREMY JON	2011-625228	PRO-RATED BILL	C	ADVLTX	\$139.13
HODGES JEREMY JON	2011-625228	PRO-RATED BILL	CI04ADVLTX		\$108.21
HOLLEMAN TIMOTHY WAYNE	2012-510483	PRO-RATED BILL	C	ADVLTX	\$63.27
HOLLEMAN TIMOTHY WAYNE	2012-510483	PRO-RATED BILL	CI04ADVLTX		\$49.21
HOLMES CARLTON XAVIER	2012-504590	VEHICLE	C	ADVLTX	\$20.18
HOLMES CARLTON XAVIER	2012-504590	VEHICLE	CI02ADVLTX		\$13.45
HOLMES STEVEN MATTHEW	2012-538607	PRORATION	C	ADVLTX	\$41.13
HOLMES STEVEN MATTHEW	2012-538607	PRORATION	CI02ADVLTX		\$27.42
HONEYCUTT KIM DAVID	2012-522808	EARLY TURN IN	C	ADVLTX	\$10.46
HONEYCUTT KIM DAVID	2012-522808	EARLY TURN IN	CI02ADVLTX		\$6.97
HONEYCUTT KIM DAVID	2012-522808	EARLY TURN IN	CTAGFFFEFEE		\$15.00
HOOTS JAMES BOYCE JR	2012-541024	PRO-RATED BILL	C	ADVLTX	\$81.74
HOOTS JAMES BOYCE JR	2012-541024	PRO-RATED BILL	FR14ADVLTX		\$5.19
HOWELL JOHN B JR & WIFE	2012-51135	CLERICAL	C	ADVLTX	\$338.73
HOWELL JOHN B JR & WIFE	2012-51135	CLERICAL	FRO7ADVLTX		\$53.95
HUDSON LESSIE R	2012-51413	VALUE	C	ADVLTX	\$61.25
HUDSON LESSIE R	2012-51413	VALUE	FRO9ADVLTX		\$4.99
HUENINK KATHY SENN	2011-650355	PRO-RATED BILL	C	ADVLTX	\$28.70
HUENINK KATHY SENN	2011-650355	PRO-RATED BILL	CI02ADVLTX		\$19.13
HUMMEL MICHAEL DON	2011-565802	OVERAGE OF	C	ADVLTX	\$25.29
HUMMEL MICHAEL DON	2011-565802	OVERAGE OF	CI04ADVLTX		\$19.67
HUNTLEY F W CONSTRUCTION	2011-51923	DOUBLEWIDE MH	C	ADVLTX	\$264.16
HUNTLEY F W CONSTRUCTION	2011-51923	DOUBLEWIDE MH	FR14ADVLTX		\$16.77
HUTCHINSON CHRISTOPHER RUFUS	2012-542176	PRORATION	C	ADVLTX	\$67.05
HUTCHINSON CHRISTOPHER RUFUS	2012-542176	PRORATION	CI02ADVLTX		\$44.70
JACK PAYNE PLUMBING	2012-520920	PRORATION	C	ADVLTX	\$29.82
JACK PAYNE PLUMBING	2012-520920	PRORATION	FR20ADVLTX		\$1.66
JACOBS RICHARD	2012-530598	RELEASED 10	C	ADVLTX	\$89.25
JACOBS RICHARD	2012-530598	RELEASED 10	CI01ADVLTX		\$17.71
JACOBS RICHARD	2012-530598	RELEASED 10	FR19ADVLTX		\$10.63
JAMES BILLY WAYNE II	2011-639765	PER PHOTOS	C	ADVLTX	\$311.20
JAMES BILLY WAYNE II	2011-639765	PER PHOTOS	CI04ADVLTX		\$242.05

JAMES WILLIAM WHINNIE DBA A	2012-523910	PRO-RATED BILL	C	ADVLTAX	\$61.38
JAMES WILLIAM WHINNIE DBA A	2012-523910	PRO-RATED BILL	CI02ADVLTAX		\$40.92
JENKINS JANA OUICK	2012-543736	ADJUSTED PER	C	ADVLTAX	\$19.32
JENKINS JANA OUICK	2012-543736	ADJUSTED PER	FR14ADVLTAX		\$1.23
JEVIC TRANSPORTATION INC	2009-5013	PER REVISED	C	PEN FEE	\$2,205.00
JEVIC TRANSPORTATION INC	2009-5013	PER REVISED	C	ADVLTAX	\$22,050.00
JEVIC TRANSPORTATION INC	2009-53284	PER NCDOR	C	PEN FEE	\$262.92
JEVIC TRANSPORTATION INC	2009-53284	PER NCDOR	C	ADVLTAX	\$2,629.22
JILLIAN'S #47	2012-53679	MAILED TIMELY,	C	PEN FEE	\$1,312.95
JOHNSON WILLIAM RONALD	2012-800250	INCORRECT	C	ADVLTAX	\$36.16
JOHNSON WILLIAM RONALD	2012-800250	INCORRECT	FR04ADVLTAX		\$2.30
JONES ANNA GRAY	2012-521038	PRORATION	C	ADVLTAX	\$21.59
JONES ANNA GRAY	2012-521038	PRORATION	FR14ADVLTAX		\$1.37
JORDAN JESSICA DANIELLE	2011-665004	PRORATION	C	ADVLTAX	\$5.76
JORDAN JESSICA DANIELLE	2011-665004	PRORATION	CI04ADVLTAX		\$4.49
KETROW CHERYL ANN	2012-528464	PRO-RATED BILL	C	ADVLTAX	\$13.99
KETROW CHERYL ANN	2012-528464	PRO-RATED BILL	FR08ADVLTAX		\$1.33
KIDWELL MARK BENJAMIN	2011-665538	PER PHOTOS	C	ADVLTAX	\$309.96
KIDWELL MARK BENJAMIN	2011-665538	PER PHOTOS	FR11ADVLTAX		\$24.60
KLUTTZ GAIL ELIZABETH	2012-536577	PRORATION	C	ADVLTAX	\$33.27
KLUTTZ GAIL ELIZABETH	2012-536577	PRORATION	FR09ADVLTAX		\$2.64
KURLANDER BOGGS INVESTMENTS	2012-57814	ERRORS ON PARK	C	ADVLTAX	\$204.10
LAND ROBERT ALLEN	2012-800249	INCORRECT	C	ADVLTAX	\$27.53
LAND ROBERT ALLEN	2012-800249	INCORRECT	FR04ADVLTAX		\$1.75
LARRIMORE BILLY W JR	2012-58676		C	ADVLTAX	-\$56.00
LARRIMORE BILLY W JR	2012-58676	APPEAL BY NEW	C	ADVLTAX	\$61.60
LARRIMORE BILLY W JR	2012-58676	APPEAL PER NEW	C	ADVLTAX	\$56.00
LEONARD DAVID M	2012-59677	CORRECTED BOAT	C	ADVLTAX	\$15.95
LEONARD DAVID M	2012-59677	CORRECTED BOAT	FR11ADVLTAX		\$1.32
LIBBY JEREMY P	2012-59908	SOLD MAY 2011.	C	PEN FEE	\$0.56
LIBBY JEREMY P	2012-59908	SOLD MAY 2011.	FR04PEN FEE		\$0.04
LIBBY JEREMY P	2012-59908	SOLD MAY 2011.	C	ADVLTAX	\$5.60
LIBBY JEREMY P	2012-59908	SOLD MAY 2011.	FR04ADVLTAX		\$0.36
LILLY ALAN H & WIFE DINAH F	2012-59986	BILL AS REAL	C	ADVLTAX	\$152.11
LILLY ALAN H & WIFE DINAH F	2012-59986	BILL AS REAL	FR16ADVLTAX		\$13.69
LITAKER DAVID CHARLES	2012-509283	PRORATION	C	ADVLTAX	\$108.41
LITAKER DAVID CHARLES	2012-509283	PRORATION	FR01ADVLTAX		\$6.03
LITAKER JEFFREY ROYAL	2012-538698	PRORATION	C	ADVLTAX	\$37.25
LITAKER JEFFREY ROYAL	2012-538698	PRORATION	FR11ADVLTAX		\$2.96
LONGINETTI ANTHONY JAMES	2012-545546	PRORATION	C	ADVLTAX	\$6.57
LONGINETTI ANTHONY JAMES	2012-545546	PRORATION	CI01ADVLTAX		\$1.41
LONGINETTI ANTHONY JAMES	2012-545546	PRORATION	FR19ADVLTAX		\$0.99
LOVETT ELIZABETH ROBINSON	2012-520982	PRO-RATED BILL	C	ADVLTAX	\$18.60
LOVETT ELIZABETH ROBINSON	2012-520982	PRO-RATED BILL	CI02ADVLTAX		\$12.39
LUXOTTICA RETAIL NORTH	2012-62137	MAILED TIMELY.	C	PEN FEE	\$43.51
LUXOTTICA RETAIL NORTH	2012-62137	MAILED TIMELY.	CI04PEN FEE		\$34.81
LUXOTTICA RETAIL NORTH	2012-62136	MAILED TIMELY.	C	PEN FEE	\$12.41
LUXOTTICA RETAIL NORTH	2012-62136	MAILED TIMELY.	C	PEN FEE	\$27.49
LYF-TYM BUILDING PRODUCTS CO	2012-62170	PRO-RATED BILL	C	ADVLTAX	\$10.83
LYTLE BRENIER ADDISON JR	2012-518296	PRO-RATED BILL	FR11ADVLTAX		\$0.86
LYTLE BRENIER ADDISON JR	2012-518296	PRO-RATED BILL	C	PEN FEE	\$14.10
MACQUARIE EQUIPMENT FINANCE	2012-62577	MAILED TIMELY.	C	PEN FEE	\$0.52
MACQUARIE EQUIPMENT FINANCE	2012-62575	MAILED TIMELY.	CI04PEN FEE		\$0.42
MACOUARIE EQUIPMENT FINANCE	2012-62575	MAILED TIMELY.	C	PEN FEE	\$15.72
MACOUARIE EQUIPMENT FINANCE	2012-62574	MAILED TIMELY.	CI04PEN FEE		\$12.58
MACOUARIE EQUIPMENT FINANCE	2012-62574	MAILED TIMELY.	C	PEN FEE	\$0.81
MACOUARIE EQUIPMENT FINANCE	2012-62573	MAILED TIMELY.	C	PEN FEE	\$28.27
MACOUARIE EQUIPMENT FINANCE	2012-62572	MAILED TIMELY.	C	PEN FEE	\$289.31
MARLIN DAVE BOST	2012-63120	ASSESSMENT	C	ADVLTAX	\$231.45
MARLIN DAVE BOST	2012-63120	ASSESSMENT	CI04ADVLTAX		\$101.50
MARLOWE CHARLES ALAN/WF	2012-63148	VEHICLE	C	ADVLTAX	\$8.41
MARLOWE CHARLES ALAN/WF	2012-63148	VEHICLE	FR11ADVLTAX		\$8.36
MARQUARDT SHARON LEE	2012-527099	PRO-RATED BILL	C	ADVLTAX	\$1.79
MAROUARDT SHARON LEE	2012-527099	PRO-RATED BILL	CI01ADVLTAX		\$1.26
MAROUARDT SHARON LEE	2012-527099	PRO-RATED BILL	FR19ADVLTAX		\$23.28
MARSH WILLIAM DAVID	2011-590405	SITUS	CI04ADVLTAX		\$15.00
MARSH WILLIAM DAVID	2011-590405	SITUS	KTAGFFEEFEE		\$14.78
MASON KIERA MARIE	2012-514317	PRO-RATED BILL	C	ADVLTAX	\$3.28
MASON KIERA MARIE	2012-514317	PRO-RATED BILL	CI06ADVLTAX		\$9.23
MAYO CHANTELL MICHELE	2012-507436	VEHICLE	C	ADVLTAX	\$6.15
MAYO CHANTELL MICHELE	2012-507436	VEHICLE	CI02ADVLTAX		\$60.00
MCCLOUD CONSTRUCTION LLC	2010-86135	NO ACCTS AT	C	GARNFEE	\$14.70
MCCROSKEY REHDEEN VAN NESS	2011-639453	PRO-RATED BILL	C	ADVLTAX	\$0.93
MCCROSKEY REHDEEN VAN NESS	2011-639453	PRO-RATED BILL	FR04ADVLTAX		\$67.49
MCKENZIE DANITA GALE	2011-635654	VEHICLE SOLD.	C	ADVLTAX	\$44.99
MCKENZIE DANITA GALE	2011-635654	VEHICLE SOLD.	CI02ADVLTAX		\$39.31
MCLAIN DAVID LELAND	2011-663577	VEHICLE	C	ADVLTAX	\$26.21
MCLAIN DAVID LELAND	2011-663577	VEHICLE	CI02ADVLTAX		\$32.48
MCMILLAN ALLEN	2011-626227	SOLD AND TAG	C	ADVLTAX	\$6.96
MCMILLAN ALLEN	2011-626227	SOLD AND TAG	CI01ADVLTAX		\$4.90
MCMILLAN ALLEN	2011-626227	SOLD AND TAG	FR19ADVLTAX		\$685.37
MCRORIE BAXTER L	2012-66037	ASSESSMENT	C	ADVLTAX	\$518.49
MCRORIE BAXTER L	2012-66038	ASSESSMENT	C	ADVLTAX	\$82.59
MCRORIE BAXTER L	2012-66038	ASSESSMENT	FR07ADVLTAX		\$73.02
MEASMER RUSSELL PAUL	2012-503526	SITUS ERROR-	C	ADVLTAX	\$6.95
MEASMER RUSSELL PAUL	2012-503526	SITUS ERROR-	FR15ADVLTAX		\$60.00
MELTON ANGELA DEAS	2011-661032	GR IN ERROR/TP	C	GARNFEE	\$29.82
MELVILLE STEPHEN SHAWN	2011-523711	VEHICLE SOLD.	C	ADVLTAX	\$19.88
MELVILLE STEPHEN SHAWN	2011-523711	VEHICLE SOLD.	CI02ADVLTAX		\$8.51
MELVILLE STEPHEN SHAWN	2010-635271	VEHICLE SOLD.	C	ADVLTAX	\$5.67
MELVILLE STEPHEN SHAWN	2010-635271	VEHICLE SOLD.	CI02ADVLTAX		

METCALF TERRY H & WIFE MAVIS	2012-66863	RELEASE DEMO	CI04DEMOTAX	\$212.00
MIKE ALBERT LTD	2012-511031	PRORATION	C ADVLTX	\$96.77
MIKE ALBERT LTD	2012-511031	PRORATION	CI02ADVLTX	\$64.51
MILLER NED KRIMMINGER II	2012-521178	PRORATION	C ADVLTX	\$29.51
MILLER NED KRIMMINGER II	2012-521178	PRORATION	FR16ADVLTX	\$2.58
MILLS RUTH ROBBINS	2012-67686	HOMESTEAD	C ADVLTX	\$314.90
MILLS RUTH ROBBINS	2012-67686	HOMESTEAD	FR11ADVLTX	\$26.09
MINSTERIO MANANTIAL AGUA VIVA	2012-67759	EXEMPT CODE	C ADVLTX	\$4,414.62
MINSTERIO MANANTIAL AGUA VIVA	2012-67759	EXEMPT CODE	FR03ADVLTX	\$315.33
MORGAN DANNY	2011-69111	ADDED TOO SOON	C GARNFEE	\$60.00
MORGAN DANNY LEE	2010-586772	TAXPAYER PAID	C GARNFEE	\$60.00
MORPHIS CHRISTINE RENEE	2011-508301	PRO-RATED BILL	C ADVLTX	\$15.22
MORPHIS CHRISTINE RENEE	2011-508301	PRO-RATED BILL	FR04ADVLTX	\$0.96
MORRIS MICHAEL STERLING	2012-525532	PRO-RATED BILL	C ADVLTX	\$20.54
MORRIS MICHAEL STERLING	2012-525532	PRO-RATED BILL	CI01ADVLTX	\$4.40
MORRIS MICHAEL STERLING	2012-525532	PRO-RATED BILL	FR19ADVLTX	\$3.10
MULLIS CHARLES JENNINGS	2012-528014	RELEASED BILL	C ADVLTX	\$25.77
MULLIS CHARLES JENNINGS	2012-528014	RELEASED BILL	CI02ADVLTX	\$17.18
MULLIS CHARLES JENNINGS	2012-528014	RELEASED BILL	CTAGFFEEFEE	\$15.00
MULLIS JAMES ROBERT	2012-70362	VEHICLE	C ADVLTX	\$15.96
MULLIS JAMES ROBERT	2012-70362	VEHICLE	C ADVLTX	\$15.96
MULLIS JAMES ROBERT	2012-70362	VEHICLE	CI04ADVLTX	\$12.77
MULLIS JAMES ROBERT	2012-70362	VEHICLE	CI04ADVLTX	\$12.77
NC DEPT OF TRANSPORTATION	2012-71093	CLERICAL ERROR	C ADVLTX	\$50.05
NC DEPT OF TRANSPORTATION	2011-71284	CLERICAL	C ADVLTX	\$62.37
NC DEPT OF TRANSPORTATION	2011-71284	CLERICAL	C ADVTFEE	\$1.25
NEAL MICHAEL A	2011-71345	RELEASED	C GARNFEE	\$60.00
NEIGHBORHOOD ASSISTANCE	2012-71249	INCORRECT	C ADVLTX	\$316.54
NEILLY NICOLE CHARLENE	2011-662268	VEHICLE	C ADVLTX	\$19.47
NEILLY NICOLE CHARLENE	2011-662268	VEHICLE	CI01ADVLTX	\$4.17
NEILLY NICOLE CHARLENE	2011-662268	VEHICLE	FR19ADVLTX	\$2.94
NELSON ZENOBIA LUCILLE	2011-564101	PRO-RATED BILL	C ADVLTX	\$7.09
NELSON ZENOBIA LUCILLE	2011-564101	PRO-RATED BILL	CI02ADVLTX	\$4.73
NOLAN TERRANCE DONOVAN	2012-523710	PRO-RATED BILL	C ADVLTX	\$40.07
NOLAN TERRANCE DONOVAN	2012-523710	PRO-RATED BILL	CI02ADVLTX	\$26.71
NOVANT HEALTH INC.	2012-530414	RELEASED BILL	C ADVLTX	\$133.94
NOVANT HEALTH INC.	2012-530414	RELEASED BILL	CI04ADVLTX	\$104.17
NOVANT HEALTH INC.	2012-530414	RELEASED BILL	KTAGFFEEFEE	\$15.00
NOVANT HEALTH INC.	2012-530614	RELEASED BILL	C ADVLTX	\$133.94
NOVANT HEALTH INC.	2012-530614	RELEASED BILL	CI04ADVLTX	\$104.17
NOVANT HEALTH INC.	2012-530614	RELEASED BILL	KTAGFFEEFEE	\$15.00
NOVANT HEALTH INC.	2012-530563	RELEASED BILL	C ADVLTX	\$133.94
NOVANT HEALTH INC.	2012-530563	RELEASED BILL	CI04ADVLTX	\$104.17
NOVANT HEALTH INC.	2012-530563	RELEASED BILL	KTAGFFEEFEE	\$15.00
NUCKOLLS DANIEL LYNN	2012-531205	VEHICLE SOLD.	C ADVLTX	\$34.61
NUCKOLLS DANIEL LYNN	2012-531205	VEHICLE SOLD.	CI02ADVLTX	\$23.08
OAKLEY SALES CORP	2012-72886	MAILED TIMELY.	C PEN FEE	\$52.65
OBRIEN DEBRA HARDY	2012-516536	PRORATION	C ADVLTX	\$3.64
OBRIEN DEBRA HARDY	2012-516536	PRORATION	CI02ADVLTX	\$2.43
OKELLEY CHRISTOPHER STEVEN	2011-665601	PRORATION	C ADVLTX	\$46.49
OKELLEY CHRISTOPHER STEVEN	2011-665601	PRORATION	CI02ADVLTX	\$30.99
OLDCASTLE PRECAST INC DBA	2012-73127	MAILED TIMELY,	C PEN FEE	\$486.03
OLDCASTLE PRECAST INC DBA	2012-73127	MAILED TIMELY,	FR02PEN FEE	\$40.27
OVERCASH SYLVIA BOSTIAN	2012-516739	REDUCED VALUE	C ADVLTX	\$14.48
OVERCASH SYLVIA BOSTIAN	2012-516739	REDUCED VALUE	FR09ADVLTX	\$1.15
OVERCASH SYLVIA BRANNON LF	2012-73779	ERROR IN SPLIT	C ADVLTX	\$223.79
OVERCASH SYLVIA BRANNON LF	2012-73779	ERROR IN SPLIT	FR03ADVLTX	\$15.99
PACK BRADLEY ALEXANDER	2012-537083	PRORATION	C ADVLTX	\$7.46
PACK BRADLEY ALEXANDER	2012-537083	PRORATION	CI02ADVLTX	\$4.97
PAGE FRANKLIN DUANE	2012-74090	TRAVERSE ERROR	C ADVLTX	\$209.44
PAGE FRANKLIN DUANE	2012-74090	TRAVERSE ERROR	FR11ADVLTX	\$17.35
PAGE PATRICIA KAY	2011-660926	REBILL	C GARNFEE	\$60.00
PAINTER KARL JOSEPH	2012-523428	PRORATION	C ADVLTX	\$97.89
PAINTER KARL JOSEPH	2012-523428	PRORATION	CI02ADVLTX	\$65.26
PARKER CRYSTAL MONIQUE	2010-663947	PRORATION	C ADVLTX	\$17.61
PARKER CRYSTAL MONIQUE	2010-663947	PRORATION	CI02ADVLTX	\$11.74
PARKIN DONNALEE LUCENTI	2011-524901	PRO-RATED BILL	C ADVLTX	\$3.04
PARKIN DONNALEE LUCENTI	2011-524901	PRO-RATED BILL	FR16ADVLTX	\$0.27
PARKIN MARK AUTHUR	2011-643775		C GARNFEE	\$60.00
PARKINS DAVID EDWARD	2012-545091	PRO-RATED BILL	C ADVLTX	\$90.79
PARKINS DAVID EDWARD	2012-545091	PRO-RATED BILL	FR11ADVLTX	\$7.21
PARKS SHERYL TAYLOR	2012-521204	VEHICLE SOLD.	C ADVLTX	\$27.74
PARKS SHERYL TAYLOR	2012-521204	VEHICLE SOLD.	CI02ADVLTX	\$18.49
PARRAZAL SILVINO M	2012-74875	MH BILLED AS	C ADVLTX	\$201.37
PARRAZAL SILVINO M	2012-74875	MH BILLED AS	FR17ADVLTX	\$17.26
PARSONS JOSHUA LEROY	2012-538807	MILITARY	C ADVLTX	\$105.84
PARSONS JOSHUA LEROY	2012-538807	MILITARY	CI02ADVLTX	\$70.56
PARSONS JOSHUA LEROY	2012-538807	MILITARY	CTAGFFEEFEE	\$15.00
PAULS DARREN	2012-543581	MILITARY	C ADVLTX	\$26.08
PAULS DARREN	2012-543581	MILITARY	CI04ADVLTX	\$20.29
PAULS DARREN	2012-543581	MILITARY	KTAGFFEEFEE	\$15.00
PECK TRACY JO	2012-524536	PRO-RATED BILL	C ADVLTX	\$42.63
PECK TRACY JO	2012-524536	PRO-RATED BILL	FR07ADVLTX	\$5.08
PFCONCORD LLC	2012-76202	ELECTRONIC	C PEN FEE	\$632.41
PHILLIPS JOSHUA L	2012-76463	REMOVED FROM	C ADVLTX	\$57.05
PHILLIPS JOSHUA L	2012-76463	REMOVED FROM	CI04ADVLTX	\$45.64
POPLAR TENT ROAD NEW LIFE	2012-77463	RELEASE IN	C ADVLTX	\$620.34
POPLAR TENT ROAD NEW LIFE	2012-77462	RELEASE IN	C ADVLTX	\$421.96
PREVETTE VICKIE SUE	2012-513851	RELEASE GR	C GARNFEE	\$60.00
PRICE JOSEPH RANDALL	2012-537762	PRO-RATED BILL	C ADVLTX	\$4.95

PRICE JOSEPH RANDALL	2012-537762	PRO-RATED BILL	CI04ADVLTX	\$3.85
PUSHARD HERBERT DALE	2012-538823	SITUS	C ADVLTX	\$141.62
PUSHARD HERBERT DALE	2012-538823	SITUS	FR07ADVLTX	\$16.86
RAMDEEN KEVIN JERRY	2012-506259	PRO-RATED BILL	C ADVLTX	\$8.69
RAMDEEN KEVIN JERRY	2012-506259	PRO-RATED BILL	CI02ADVLTX	\$5.80
RAPACHETTA WAYNE PATRICK	2012-526004	PRO-RATED BILL	C ADVLTX	\$10.41
RAPACHETTA WAYNE PATRICK	2012-526004	PRO-RATED BILL	FR03ADVLTX	\$0.83
REAL RACE CARS	2012-513004	PRORATION	C ADVLTX	\$78.50
REAL RACE CARS	2012-513004	PRORATION	CI02ADVLTX	\$52.33
REDFERN DOUGLAS	2011-566131	BILL PAID	C GARNFEE	\$60.00
REEL TOBY GENE	2012-522703	PRO-RATED BILL	C ADVLTX	\$8.82
REEL TOBY GENE	2012-522703	PRO-RATED BILL	CI06ADVLTX	\$1.96
REEL TOBY GENE	2012-512861	PRO-RATED BILL	C ADVLTX	\$7.68
REEL TOBY GENE	2012-512861	PRO-RATED BILL	CI06ADVLTX	\$1.71
REID GEORGE HENRY	2012-532484	VALUE ADJUSTED	C ADVLTX	\$72.85
REID GEORGE HENRY	2012-532484	VALUE ADJUSTED	CI02ADVLTX	\$48.56
RELATIONAL LLC	2012-80047	MAILED TIMELY.	C PEN FEE	\$2.25
RELATIONAL LLC	2012-80047	MAILED TIMELY.	CI04PEN FEE	\$1.80
RICCON DEVELOPMENT INC/NC	2011-80614	RELEASE GR	C ADVLTX	\$119.07
RICCON DEVELOPMENT INC/NC	2011-80614	RELEASE GR	FR03ADVLTX	\$9.45
RICCON DEVELOPMENT INC/NC	2011-80614	RELEASE GR	C GARNFEE	\$60.00
RICCON DEVELOPMENT INC/NC	2011-80614	RELEASE GR	C ADVLTX	-\$119.07
RICCON DEVELOPMENT INC/NC	2011-80614		FR03ADVLTX	-\$9.45
RICCON DEVELOPMENT INC/NC	2011-80614		C GARNFEE	-\$60.00
RICCON DEVELOPMENT INC/NC	2011-80614		C GARNFEE	\$60.00
RICHARDSON STEFANIE KAY	2012-510673	GR FEE	C ADVLTX	\$70.93
RICHARDSON STEFANIE KAY	2012-510673	PRO-RATED BILL	CI02ADVLTX	\$47.29
RITCH JAMES MADISON	2012-517259	PRO-RATED BILL	C ADVLTX	\$3.99
RITCH JAMES MADISON	2012-517259	VEHICLE SOLD.	CI02ADVLTX	\$2.66
ROSEMAN TIMOTHY B FAMILY	2012-82538	VEHICLE SOLD.	C ADVLTX	\$237.23
ROSEMAN TIMOTHY B FAMILY	2012-82538	PER DECISION	CI04ADVLTX	\$189.78
ROSEMAN TIMOTHY B FAMILY	2012-82537	PER DECISION	C ADVLTX	\$87.85
ROSEMAN TIMOTHY B FAMILY	2012-82537	PER DECISION	CI04ADVLTX	\$70.28
ROSEMAN TIMOTHY B FAMILY	2012-82536	PER DECISION	C ADVLTX	\$33.11
ROSEMAN TIMOTHY B FAMILY	2012-82536	PER DECISION	CI04ADVLTX	\$26.49
ROSEMAN TIMOTHY B FAMILY	2012-82539	PER DECISION	C ADVLTX	\$52.36
ROSEMAN TIMOTHY B FAMILY	2012-82539	PER DECISION	CI04ADVLTX	\$41.89
ROSSI JAY EDWARD	2012-537241	PRORATION	C ADVLTX	\$49.78
ROSSI JAY EDWARD	2012-537241	PRORATION	FR05ADVLTX	\$4.35
ROTEN JASON KEVIN	2012-543032	PRO-RATED BILL	C ADVLTX	\$78.06
ROTEN JASON KEVIN	2012-543032	PRO-RATED BILL	CI04ADVLTX	\$60.71
ROY SADRUDDIN NAZARALI	2012-543059	ADJUSTED VALUE	C ADVLTX	\$42.12
ROY SADRUDDIN NAZARALI	2012-543059	ADJUSTED VALUE	CI02ADVLTX	\$28.08
ROYCE HOMES - NC LLC	2012-82886	INCCORECT	C ADVLTX	\$168.00
RUMMAGE STEVEN D	2012-83084	DOUBLE BILLED.	C PEN FEE	\$5.63
RUMMAGE STEVEN D	2012-83084	DOUBLE BILLED.	FR03PEN FEE	\$0.40
RUMMAGE STEVEN D	2012-83084	DOUBLE BILLED.	C ADVLTX	\$56.26
RUMMAGE STEVEN D	2012-83084	DOUBLE BILLED.	FR03ADVLTX	\$4.02
RUSSELL MARK ANDREW	2012-525657	PRO-RATED BILL	C ADVLTX	\$55.61
RUSSELL MARK ANDREW	2012-525657	PRO-RATED BILL	CI04ADVLTX	\$43.25
RYAN RICHARD KENT	2012-501932	VEHICLE SOLD.	C ADVLTX	\$11.17
RYAN RICHARD KENT	2012-501932	VEHICLE SOLD.	CI01ADVLTX	\$2.39
RYAN RICHARD KENT	2012-501932	VEHICLE SOLD.	FR19ADVLTX	\$1.69
S & D COFFEE CO	2012-83481	CERTIFIED MAIL	C PEN FEE	\$21,472.42
SAFETY-KLEEN SYSTEMS INC	2012-83570	MAILED TIMELY.	C PEN FEE	\$11.33
SAFETY-KLEEN SYSTEMS INC	2012-83567	MAILED TIMELY.	C PEN FEE	\$57.56
SAFETY-KLEEN SYSTEMS INC	2012-83566	MAILED TIMELY.	C PEN FEE	\$0.71
SAFETY-KLEEN SYSTEMS INC	2012-83566	MAILED TIMELY.	FR13PEN FEE	\$0.09
SAFETY-KLEEN SYSTEMS INC	2012-83564	MAILED TIMELY.	C PEN FEE	\$0.70
SAFETY-KLEEN SYSTEMS INC	2012-83564	MAILED TIMELY.	FR07PEN FEE	\$0.11
SAFETY-KLEEN SYSTEMS INC	2012-83562	MAILED TIMELY.	C PEN FEE	\$6.93
SAFETY-KLEEN SYSTEMS INC	2012-83562	MAILED TIMELY.	CI04PEN FEE	\$5.54
SAMPSON EDWARD ISAAC	2011-571345	PRO-RATED BILL	C ADVLTX	\$3.84
SAMPSON EDWARD ISAAC	2011-571345	PRO-RATED BILL	CI04ADVLTX	\$2.99
SAMPSON EDWARD ISAAC	2012-510510	PRO-RATED BILL	C ADVLTX	\$8.01
SAMPSON EDWARD ISAAC	2012-510510	PRO-RATED BILL	CI04ADVLTX	\$6.23
SCHNEEMAN FREDRICK H	2012-84446	APPEAL	C ADVLTX	\$69.58
SCHNEEMAN FREDRICK H	2012-84447	PARCEL IN	C ADVLTX	\$49.35
SCHRADER RACING INC KEN	2012-84499	BEECH AIRCRAFT	C ADVLTX	\$4,340.00
SCHWARTZ FLOYD	2012-84579	PER BOE,	C ADVLTX	\$143.92
SCHWARTZ FLOYD	2012-84579	PER BOE,	FR04ADVLTX	\$9.25
SD HOSPITALITY INC /A NC CORP	2012-84806	ASSESSMENT	C ADVLTX	\$8,923.95
SDI PROPERTIES INC A NC CORP	2012-84808	ASSESSMENT	C ADVLTX	\$5,242.44
SDI PROPERTIES INC A NC CORP	2012-84808	ASSESSMENT	CI04ADVLTX	\$4,193.95
SEERY HARRY JAMES	2012-85034	PER PHOTOS.	C ADVLTX	\$292.78
SELLERS CLEVELAND	2011-620754	PRO-RATED BILL	C ADVLTX	\$6.34
SELLERS CLEVELAND	2011-620754	PRO-RATED BILL	CI01ADVLTX	\$1.36
SELLERS CLEVELAND	2011-620754	PRO-RATED BILL	FR19ADVLTX	\$0.95
SHEPARD JOHN GILBERT	2011-664686	PRO-RATED BILL	C ADVLTX	\$7.27
SHEPARD JOHN GILBERT	2011-664686	PRO-RATED BILL	CI02ADVLTX	\$4.85
SHIVERS LARRY D	2012-86277	PER BOE	C ADVLTX	\$67.27
SHIVERS LARRY D	2012-86277	PER BOE	CI04ADVLTX	\$53.82
SHIVERS LARRY D	2012-86275	PER BOE	C ADVLTX	\$27.02
SHIVERS LARRY D	2012-86275	PER BOE	CI04ADVLTX	\$21.62
SHIVERS LARRY D	2012-86272	PER BOE	C ADVLTX	\$138.11
SHIVERS LARRY D	2012-86272	PER BOE	CI04ADVLTX	\$110.49
SHIVERS LARRY D	2012-86273	PER BOE	C ADVLTX	\$58.66
SHIVERS LARRY D	2012-86273	PER BOE	CI04ADVLTX	\$46.93
SHIVERS LARRY D	2012-86274	PER BOE	C ADVLTX	\$30.80
SHIVERS LARRY D	2012-86274	PER BOE	CI04ADVLTX	\$24.64

SHIVERS LARRY D	2012-86261	PER BOE	C	ADVLTX	\$29.19
SHIVERS LARRY D	2012-86261	PER BOE	CI04	ADVLTX	\$23.35
SHIVERS LARRY D	2012-86262	PER BOE	C	ADVLTX	\$33.25
SHIVERS LARRY D	2012-86262	PER BOE	CI04	ADVLTX	\$26.60
SHIVERS LARRY D	2012-86264	PER BOE	C	ADVLTX	\$42.84
SHIVERS LARRY D	2012-86264	PER BOE	CI04	ADVLTX	\$34.27
SHIVERS LARRY D	2012-86265	PER BOE	C	ADVLTX	\$15.54
SHIVERS LARRY D	2012-86265	PER BOE	CI04	ADVLTX	\$12.43
SHIVERS LARRY D	2012-86266	PER BOE	C	ADVLTX	\$28.56
SHIVERS LARRY D	2012-86266	PER BOE	CI04	ADVLTX	\$22.85
SHIVERS LARRY D	2012-86267	PER BOE	C	ADVLTX	\$37.17
SHIVERS LARRY D	2012-86267	PER BOE	CI04	ADVLTX	\$29.74
SHIVERS LARRY D	2012-86268	PER BOE	C	ADVLTX	\$45.08
SHIVERS LARRY D	2012-86268	PER BOE	CI04	ADVLTX	\$36.06
SHIVERS LARRY D	2012-86269	PER BOE	C	ADVLTX	\$36.33
SHIVERS LARRY D	2012-86269	PER BOE	CI04	ADVLTX	\$29.06
SHIVERS LARRY D	2012-86270	PER BOE	C	ADVLTX	\$58.66
SHIVERS LARRY D	2012-86270	PER BOE	CI04	ADVLTX	\$46.93
SHIVERS LARRY D	2012-86271	PER BOE	C	ADVLTX	\$58.66
SHIVERS LARRY D	2012-86271	PER BOE	CI04	ADVLTX	\$46.93
SHOEMAKER JAMES WALTER JR	2012-516932	VEHICLE SOLD	C	ADVLTX	\$13.61
SHOEMAKER JAMES WALTER JR	2012-516932	VEHICLE SOLD	CI02	ADVLTX	\$9.07
SILVA HELEN JOYCE	2012-522339	PRORATION	C	ADVLTX	\$27.65
SILVA HELEN JOYCE	2012-522339	PRORATION	FR11	ADVLTX	\$2.20
SIMS ANDREW GORDON JR	2012-515680	HOME OF RECORD	C	ADVLTX	\$156.74
SIMS ANDREW GORDON JR	2012-515680	HOME OF RECORD	CI04	ADVLTX	\$121.91
SIMS ANDREW GORDON JR	2012-515680	HOME OF RECORD	KTAG	FFEEFEE	\$15.00
SIMS BARRY CARROLL JR	2012-544899	PRO-RATED BILL	C	ADVLTX	\$56.31
SIMS BARRY CARROLL JR	2012-544899	PRO-RATED BILL	FR07	ADVLTX	\$6.70
SMITH ANDREA JUDIE	2012-543882	PRO-RATED BILL	C	ADVLTX	\$69.13
SMITH ANDREA JUDIE	2012-543882	PRO-RATED BILL	FR16	ADVLTX	\$6.03
SMITH BILLIE MULLIS	2012-545791	VEHICLE IS AN	C	ADVLTX	\$92.93
SMITH BILLIE MULLIS	2012-545791	VEHICLE IS AN	CI02	ADVLTX	\$61.95
SMITH BILLY MONROE	2012-529219	JAN 1ST EST	C	ADVLTX	\$8.98
SMITH BILLY MONROE	2012-529219	JAN 1ST EST	FR16	ADVLTX	\$0.78
SMITH DONALD LANE	2011-658834	PRORATION	C	ADVLTX	\$20.95
SMITH DONALD LANE	2011-658834	PRORATION	FR16	ADVLTX	\$1.83
SMITH JAMES CARL	2012-527702	PRO-RATED BILL	C	ADVLTX	\$22.47
SMITH JAMES CARL	2012-527702	PRO-RATED BILL	CI04	ADVLTX	\$17.47
SMITH JEFFREY LAINE	2012-529584	PRORATION	C	ADVLTX	\$113.48
SMITH JEFFREY LAINE	2012-529584	PRORATION	FR16	ADVLTX	\$9.91
SMITH PATRICK SCOTT	2011-559181	PRORATION	C	ADVLTX	\$1.58
SMITH PATRICK SCOTT	2011-559181	PRORATION	CI04	ADVLTX	\$1.23
SMITH SHARON ANN	2011-666829	PRO-RATED BILL	C	ADVLTX	\$56.27
SMITH SHARON ANN	2011-666829	PRO-RATED BILL	CI02	ADVLTX	\$37.52
SMITH TOMMY W INC DBA	2012-88752	LATE LIST	C	PEN FEE	\$16.34
SMITH TOMMY W INC DBA	2012-88752	LATE LIST	FR16	PEN FEE	\$1.47
SMITH/CURRY HOTEL GROUP	2012-88805	ASSESSMENT	C	ADVLTX	\$12,823.58
SOEHNER KEVIN MICHAEL	2012-526430	MOVED TO CA	C	ADVLTX	\$41.45
SOEHNER KEVIN MICHAEL	2012-526430	MOVED TO CA	CI02	ADVLTX	\$27.63
SOLT LUCINDA SCARBERRY	2012-539402	SITUS ERROR-	FR08	ADVLTX	\$9.52
SONIC FINANCIAL CORPORATION	2012-89144	DOCUMENTATION	C	PEN FEE	\$8.60
SPIVACK APRIL JOY	2012-545152	PRORATION	C	ADVLTX	\$44.99
SPIVACK APRIL JOY	2012-545152	PRORATION	CI02	ADVLTX	\$29.99
SPRINGS CARL HERBERT JR	2011-661083	PRORATION	C	ADVLTX	\$27.05
SPRINGS CARL HERBERT JR	2011-661083	PRORATION	CI02	ADVLTX	\$18.03
SREE KANNAPOLIS LLC DBA	2012-89910	ASSESSMENT	C	ADVLTX	\$8,809.36
SREE KANNAPOLIS LLC DBA	2012-89910	ASSESSMENT	CI04	ADVLTX	\$7,047.49
SREE-CONCORD LLC /A NC LLC	2012-89912	ASSESSMENT	C	ADVLTX	\$20,328.42
SREE-CONCORD TWO LLC /A NC	2012-89914	ASSESSMENT	C	ADVLTX	\$17,893.82
SREE-KINGS GRANT LLC	2012-89916	ASSESSMENT	C	ADVLTX	\$15,506.61
SSC CONCORD OPERATING CO LLC	2012-89921	MAILED TIMELY,	C	PEN FEE	\$219.16
STACKS RICKY LAMAR	2012-544287	PRORATION	C	ADVLTX	\$53.92
STACKS RICKY LAMAR	2012-544287	PRORATION	CI02	ADVLTX	\$35.94
STORY TERRY LEN	2012-510004	PRORATION	C	ADVLTX	\$44.52
STORY TERRY LEN	2012-510004	PRORATION	CI04	ADVLTX	\$34.63
STUTTS JENNIFER ANN	2012-504653	PRORATION	C	ADVLTX	\$13.67
STUTTS JENNIFER ANN	2012-504653	PRORATION	CI04	ADVLTX	\$10.63
SUMMER CHRISTOPHER HUGHEL	2012-520163	VEHICLE SOLD.	C	ADVLTX	\$19.14
SUMMER CHRISTOPHER HUGHEL	2012-520163	VEHICLE SOLD.	FR07	ADVLTX	\$2.28
SUNGLASS HUT TRADING CORP	2012-91957	MAILED TIMELY,	C	PEN FEE	\$19.53
TALBERT ESSIE R	2010-77880	APPLIED AS	C	SALEFEE	\$500.00
TALBERT JUANITA F	2012-92478	RELEASE AS	C	ADVLTX	\$257.67
TALBERT JUANITA F	2011-92661	PER BRENT	C	ADVLTX	\$285.01
TALBERT JUANITA F	2011-92661	PER BRENT	C	ADVFEE	\$1.25
TALBERT JUANITA F	2010-71524	PER BRENT	C	ADVLTX	\$285.01
TALBERT JUANITA F	2010-71524	PER BRENT	C	ADVFEE	\$1.50
TALBERT JUANITA F	2009-92616	PER BRENT	C	ADVLTX	\$285.01
TALBERT JUANITA F	2009-92616	PER BRENT	C	ADVFEE	\$1.50
TANNER TRACY STARNES	2011-654194	PRO-RATED BILL	C	ADVLTX	\$3.95
TANNER TRACY STARNES	2011-654194	PRO-RATED BILL	CI02	ADVLTX	\$2.63
TC SUMMERWALK LLC /A NC LLC	2012-93041	ASSESSMENT	C	ADVLTX	\$3,029.04
TEAGUE GREGORY H	2012-93064	ERROR IN	C	ADVLTX	\$198.17
TEAGUE GREGORY H	2012-93064	ERROR IN	FR11	ADVLTX	\$16.42
TEUMER RICHARD STEVEN	2012-521091	VEHICLE	C	ADVLTX	\$13.04
TEUMER RICHARD STEVEN	2012-521091	VEHICLE	CI04	ADVLTX	\$10.14
TEXTRON FINANCIAL CORPORATION	2012-93271	MAILED TIMELY.	C	PEN FEE	\$4.08
TEXTRON FINANCIAL CORPORATION	2012-93272	MAILED TIMELY.	C	PEN FEE	\$88.33
TEXTRON FINANCIAL CORPORATION	2012-93272	MAILED TIMELY.	CI05	PEN FEE	\$45.43
TEXTRON FINANCIAL CORPORATION	2012-93272	MAILED TIMELY.	FR05	PEN FEE	\$8.08

TEXTRON GOLF TURF & SPEC PROD	2012-93273	MAILED TIMELY.	C	PEN FEE	\$16.88
THE COCA-COLA COMPANY	2012-93327	MAILED TIMELY,	C	PEN FEE	\$5.06
THE COCA-COLA COMPANY	2012-93327	MAILED TIMELY,	CI03PEN FEE		\$3.65
THE COCA-COLA COMPANY	2012-93326	MAILED TIMELY,	C	PEN FEE	\$148.54
THE COCA-COLA COMPANY	2012-93325	MAILED TIMELY,	C	PEN FEE	\$18.38
THE COCA-COLA COMPANY	2012-93324	MAILED TIMELY,	C	PEN FEE	\$25.53
THE COCA-COLA COMPANY	2012-93324	MAILED TIMELY,	CI04PEN FEE		\$20.42
THOMAS BRENDA CAMPANY	2011-528261	GR FEE ADDED	C	GARNFEE	\$60.00
THOMAS JOSHUA BRADLEY	2010-531251	COMPANY GONE	C	GARNFEE	\$60.00
TOLBERT WALLACE EUGENE JR	2012-518602	ADJUSTED VALUE	C	ADVLTX	\$11.03
TOLBERT WALLACE EUGENE JR	2012-518602	ADJUSTED VALUE	CI02ADVLTX		\$7.35
TOYOTA MOTOR MANF CANADA NC14	2012-94715	MAILED TIMELY.	C	PEN FEE	\$241.14
TOYOTA MOTOR MANF INDIANA	2012-94716	MAILED TIMELY,	C	PEN FEE	\$31.26
TOYOTA MOTOR MANF KENTUCKY	2012-94717	MAILED TIMELY.	C	PEN FEE	\$45.80
TOYOTA MOTOR MGF TEXAS NC14	2012-94718	MAILED TIMELY,	C	PEN FEE	\$15.80
TREMBLAY KELLY JO	2012-641	RELEASE VALUE	C	PEN FEE	\$2.55
TREMBLAY KELLY JO	2012-641	RELEASE VALUE	C	ADVLTX	\$25.52
TRINIDAD-CANDELA TINA MARIE	2011-654409	PRO-RATED BILL	C	ADVLTX	\$6.00
TRINIDAD-CANDELA TINA MARIE	2011-654409	PRO-RATED BILL	CI02ADVLTX		\$4.01
TRINITY CREST COMM DEVELOP	2011-95041	BA- NO ACCT	C	GARNFEE	\$60.00
TRINITY CREST OWNERS ASSOC	2012-94939	BOER ACCEPTED	C	ADVLTX	\$23.80
TRINITY CREST OWNERS ASSOC	2012-94939	BOER ACCEPTED	CI04ADVLTX		\$19.04
TRINITY CREST OWNERS ASSOC	2012-94938	BOER ACCEPTED	C	ADVLTX	\$19.60
TRINITY CREST OWNERS ASSOC	2012-94938	BOER ACCEPTED	CI04ADVLTX		\$15.68
TROY CMBS PROP LLC/A DE LLC	2012-95400	ASSESSMENT	C	ADVLTX	\$3,177.02
TURNER BAXTER INC	2012-544311	VEHICLE SOLD	C	ADVLTX	\$118.56
TURNER BAXTER INC	2012-544311	VEHICLE SOLD	CI02ADVLTX		\$79.04
TURNER IVY CECEILIA	2011-545502	NEVER	C	GARNFEE	\$60.00
UNGEMACH STEPHEN MICHAEL	2012-519784	PRO-RATED BILL	C	ADVLTX	\$31.12
UNGEMACH STEPHEN MICHAEL	2012-519784	PRO-RATED BILL	CI01ADVLTX		\$6.67
UNGEMACH STEPHEN MICHAEL	2012-519784	PRO-RATED BILL	FR19ADVLTX		\$4.69
UNITED STATES OF AMERICA	2012-96302	EXEMPT	C	ADVLTX	\$182.00
UNITED STATES OF AMERICA	2012-96302	EXEMPT	FR11ADVLTX		\$15.08
UNITED STATES OF AMERICA	2011-96432	EXEMPT CODE	C	ADVLTX	\$252.00
UNITED STATES OF AMERICA	2011-96432	EXEMPT CODE	FR11ADVLTX		\$20.00
UNITED STATES OF AMERICA	2011-96432	EXEMPT CODE	C	ADVFEE	\$1.25
UPHOFF JOSEPH L	2012-96379	TRANSFER	C	ADVLTX	\$1,233.96
UPHOFF JOSEPH L	2012-96379	TRANSFER	CI04ADVLTX		\$987.17
VANHOY MARK OKEATH	2012-517737	PRO-RATED BILL	C	ADVLTX	\$6.10
VANHOY MARK OKEATH	2012-517737	PRO-RATED BILL	CI04ADVLTX		\$4.74
VICTORIA'S SECRET #606	2012-97161	MAILED TIMELY.	C	PEN FEE	\$59.70
VICTORIAS SECRET STORES LLC	2012-97162	MAILED TIMELY.	C	PEN FEE	\$234.41
VIRGINIA TRUCK CENTER INC	2012-530903	RELEASED 10	C	ADVLTX	\$64.16
VIRGINIA TRUCK CENTER INC	2012-530903	RELEASED 10	CI02ADVLTX		\$42.77
VIRGINIA TRUCK CENTER INC	2012-530520	RELEASED 10	C	ADVLTX	\$157.87
VIRGINIA TRUCK CENTER INC	2012-530520	RELEASED 10	CI02ADVLTX		\$105.24
VIRGINIA TRUCK CENTER INC	2012-531092	RELEASED 10	C	ADVLTX	\$157.87
VIRGINIA TRUCK CENTER INC	2012-531092	RELEASED 10	CI02ADVLTX		\$105.24
VIRGINIA TRUCK CENTER INC	2012-531041	RELEASED 10	C	ADVLTX	\$157.87
VIRGINIA TRUCK CENTER INC	2012-531041	RELEASED 10	CI02ADVLTX		\$105.24
WADE LEONARD EUGENE	2012-501831	VEHICLE SOLD.	C	ADVLTX	\$5.62
WADE LEONARD EUGENE	2012-501831	VEHICLE SOLD.	CI02ADVLTX		\$3.74
WALKER DENISE	2012-543542	PRORATION	C	ADVLTX	\$14.96
WALKER DENISE	2012-543542	PRORATION	CI02ADVLTX		\$9.97
WALKER GEORGE HENRY JR	2012-521934	REMOVE CONCORD	CI02ADVLTX		\$19.03
WALKER GEORGE HENRY JR	2012-521934	REMOVE CONCORD	CTAGFFEEFEE		\$15.00
WALLACE JOHNNY LEONARD	2011-659304	PRO-RATED BILL	C	ADVLTX	\$26.78
WALLACE JOHNNY LEONARD	2011-659304	PRO-RATED BILL	FR08ADVLTX		\$2.55
WALLACE JUSTIN EUGENE	2012-528530	PRORATION	C	ADVLTX	\$43.01
WALLACE JUSTIN EUGENE	2012-528530	PRORATION	FR07ADVLTX		\$5.12
WALTERS EDWARD KING	2012-516182	ADJUSTED VALUE	C	ADVLTX	\$44.34
WALTERS EDWARD KING	2012-516182	ADJUSTED VALUE	FR16ADVLTX		\$3.87
WASHINGTON TASHIA MARJORIEE	2012-507550	PRORATION	C	ADVLTX	\$7.30
WASHINGTON TASHIA MARJORIEE	2012-507550	PRORATION	CI02ADVLTX		\$4.87
WATERS CARIE LYNN	2012-538647	PRO-RATED BILL	C	ADVLTX	\$33.23
WATERS CARIE LYNN	2012-538647	PRO-RATED BILL	CI04ADVLTX		\$25.85
WATERS JACKIE WAYNE	2012-542026	PRORATION	C	ADVLTX	\$81.33
WATERS JACKIE WAYNE	2012-542026	PRORATION	CI04ADVLTX		\$63.25
WATERS JAMES H & WIFE	2012-98702	APPEAL	C	ADVLTX	\$210.07
WATERS JAMES H & WIFE	2012-98702	APPEAL	FR01ADVLTX		\$10.50
WATERS JAMES H & WIFE	2012-98701	PER BOER	C	ADVLTX	\$230.86
WATERS JAMES H & WIFE	2012-98701	PER BOER	FR01ADVLTX		\$11.54
WATSON PORTIA MULLIS	2012-522072	PRORATION	C	ADVLTX	\$13.99
WATSON PORTIA MULLIS	2012-522072	PRORATION	FR05ADVLTX		\$1.22
WATTS BILL E	2012-98877	REMOVE VALUE	C	ADVLTX	\$69.37
WATTS BILL E	2012-98877	REMOVE VALUE	CI04ADVLTX		\$55.50
WEAVER WALTER	2012-99183	MEETS	C	ADVLTX	\$161.00
WEIS THOMAS GEORGE	2011-656678	PRORATION	C	ADVLTX	\$16.21
WEIS THOMAS GEORGE	2011-656678	PRORATION	FR11ADVLTX		\$1.29
WHITE BARBARA ANN	2012-536895	PRORATION	C	ADVLTX	\$5.67
WHITE BARBARA ANN	2012-536895	PRORATION	CI02ADVLTX		\$3.78
WHITE HENRY JAMES III	2012-517719	PRORATION	C	ADVLTX	\$8.78
WHITE HENRY JAMES III	2012-517719	PRORATION	CI02ADVLTX		\$5.85
WHITEHEAD BETTY MCLEOD	2012-531559	PRORATION	C	ADVLTX	\$5.67
WHITEHEAD BETTY MCLEOD	2012-531559	PRORATION	CI02ADVLTX		\$3.78
WILLIAMS AUBREY ELWOOD JR	2012-533409	PRO-RATED BILL	C	ADVLTX	\$53.73
WILLIAMS AUBREY ELWOOD JR	2012-533409	PRO-RATED BILL	CI01ADVLTX		\$11.51
WILLIAMS AUBREY ELWOOD JR	2012-533409	PRO-RATED BILL	FR19ADVLTX		\$8.10
WILLIAMS MARTIN ROBERT	2012-514923	PER PURCHASE	C	ADVLTX	\$283.50
WILLIAMS MARTIN ROBERT	2012-514923	PER PURCHASE	FR05ADVLTX		\$24.75

WILLIAMS ROBERT DERECK	2012-500273	PRORATED	C	ADVLTAX	\$6.97
WILLIAMS ROBERT DERECK	2012-500273	PRORATED	CI04	ADVLTAX	\$5.42
WILSON JUDY HUNEYCUTT	2011-658684	PRO-RATED BILL	C	ADVLTAX	\$1.84
WILSON JUDY HUNEYCUTT	2011-658684	PRO-RATED BILL	CI02	ADVLTAX	\$1.23
WOODS DAVID LEE	2012-102495	LATE	C	ADVLTAX	\$283.19
WOODS DAVID LEE	2012-102495	LATE	CI04	ADVLTAX	\$226.55
WRIGHT EDWINA GRAY	2011-657173	PRORATION	C	ADVLTAX	\$16.21
WRIGHT EDWINA GRAY	2011-657173	PRORATION	CI04	ADVLTAX	\$12.61
WYATT MARK DANIEL	2012-512543	PRO-RATED BILL	C	ADVLTAX	\$37.25
WYATT MARK DANIEL	2012-512543	PRO-RATED BILL	FR14	ADVLTAX	\$2.37
YOW IRIS BARBEE	2011-522550	PRO-RATED BILL	C	ADVLTAX	\$8.66
YOW IRIS BARBEE	2011-522550	PRO-RATED BILL	FR13	ADVLTAX	\$0.83



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

Tax Administration - Write-Off of 2002 Real and Personal Outstanding Taxes

BRIEF SUMMARY:

The Tax Collector uses diligence in trying to collect all outstanding taxes. However, the ten-year statute of limitations prevents the Tax Collector from using remedies to collect taxes that are more than ten year past due. N.C.G.S. 105-378 (a) "use of Remedies Barred" states that no county or municipality may maintain an action or procedure to enforce any remedy provided by law for the collection of taxes or enforcement of any tax liens unless the action or procedure is instituted within 10 years from the date the taxes became due.

REQUESTED ACTION:

Motion to approve the write-off of all outstanding 2002 real and personal property taxes as of September 1, 2012 for Cabarrus County and all jurisdictions for which the County collects.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

J. Brent Weisner, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [Write-off Report](#)
-

RUN DATE: 8/31/2012 4:58 PM

2002 REAL/PERSONAL 8/31/12
Cabarrus County

YEAR ASSESSED	PRINCIPAL	DISCOUNT	GRAND TOTALS		REAL VALUE	PERSONAL VALUE	TOTAL
			INTEREST	BALANCE DUE			
2002	180,508.23	0.00	157,313.30	337,821.53	17,845,210.00	68,726,201.00	86,571,411.00
TOTALS	180,508.23	0.00	157,313.30	337,821.53	17,845,210.00	68,726,201.00	86,571,411.00



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

County Manager - Appointment of the County Finance Officer per General Statute 159-24 and Approval of New Signature Cards and Deposit Account Resolutions with SunTrust Bank

BRIEF SUMMARY:

G.S. 159-24 states each local government and public authority shall appoint a finance officer to hold office at the pleasure of the appointing board or official. Cabarrus County treats the position of Finance Director as an employee who is covered under the Cabarrus County Personnel Ordinance. Ann M. Wilson began employment on August 27, 2012 as the County Finance Director. The Manager reclassified the Budget and Performance Manager to the County Finance Director in July 2012. The recruiting process began and a candidate was selected. Mike Downs, as an official of Cabarrus County approved the selection of the candidate. Ann M. Wilson will take over her full duties and responsibilities on September 18, 2012. She will report to the Pamela S. Dubois, Deputy County Manager, whom will relinquish her joint role as Deputy County Manager/Finance Director on September 18, 2012.

In addition, the signature cards and "Deposit Account Resolutions and Authorization for Business Entities" for SunTrust have been updated to reflect Ms. Wilson's appointment for the following accounts: general operating, payroll, automated clearing house payable/receivable and the jail commissary.

REQUESTED ACTION:

Motion to approve/appoint Ann M. Wilson as the Finance Director of Cabarrus County.

Motion to approve the execution of the signature cards for the general operating, payroll, automated clearing house payable/receivable and jail commissary accounts and adopt the related resolutions.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Pamela S. Dubois, Deputy County Manager/Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [GS 159-24](#)
 - [Resolution ACH Receiveable](#)
 - [Resolution ACH Payable](#)
 - [Resolution Jail Commissary](#)
 - [Resolution Payroll](#)
 - [Resolution General Operating](#)
 - [Signature Card Receiveable](#)
 - [Signature Card ACH Payable](#)
 - [Signature Card Jail Commissary](#)
 - [Signature Card Payroll](#)
 - [Signature Card General Operating](#)
-

Part 3. Fiscal Control.

§ 159-24. Finance officer.

Each local government and public authority shall appoint a finance officer to hold office at the pleasure of the appointing board or official. The finance officer may be entitled "accountant," "treasurer," "finance director," "finance officer," or any other reasonably descriptive title. The duties of the finance officer may be imposed on the budget officer or any other officer or employee on whom the duties of budget officer may be imposed. (1971, c. 780, s. 1; 1973, c. 474, s. 17.)



Deposit Account Resolution and Authorization for Business Entities

I. Business Entity Account Information

Name COUNTY OF CABARRUS OFFICE OF TREASU	Business Type PF State/Local
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Governed By	Taxpayer ID Number 566000281	Date Resolution and Authorization Adopted 09/17/2012
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Account Number(s) 1000140326926

The undersigned in Section IX or X hereby certify to SunTrust Bank ("Bank") that the above named Business Entity is organized and existing under the laws of the state of **North Carolina** and has been registered in the manner prescribed by law and is currently in full compliance with all requirements relating to its organization and continued existence under applicable law.

These resolutions and authorizations apply to the above referenced deposit account(s) (hereinafter "Account") currently open with the Bank and any additional Accounts opened in the future in the name of the Business Entity. For purposes of this resolution and authorization, Accounts will include any certificates of deposit in the name of the Business Entity. These resolutions and authorizations shall remain in full force and effect until written notice in a form acceptable to the Bank of their rescission or modification certified by the appropriate authorized individual(s) applicable to the Business Entity has been received by Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto and Bank shall be held harmless from any claims, demands, expenses, loss, or damage resulting from, or growing out of, honoring the acts or instructions of any individual so certified or authorized in these resolutions to sign by delegation of authority in accordance herewith or refusing to honor any signature not so certified or authorized.

II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity. Resolved, that Bank be and is hereby designated a depository for the Business Entity; that any one of the individuals or entities named in Section III below is an "Authorized Signer" and is authorized to act, give instructions, access information, use Bank's services, and perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity with Bank or services provided to Business Entity by the Bank, to enter into on behalf of the Business Entity any of Bank's agreements including checking, savings, certificates of deposit, wire or electronic funds transfer, night deposit, cash management, or other treasury management services agreements and to delegate to any other individual or entity his or her authority to act, give instructions, access information, use Bank's services, perform transactions, and enter into agreements on behalf of the Business Entity, including agreements that delegate his or her authority to other individuals or entities with respect to the Business Entity's Accounts or Bank's services; that the Business Entity shall be bound by the terms and conditions of all such agreements and Bank's Rules and Regulations for Deposit Accounts related thereto, all as now existing or as amended from time to time; and that any Authorized Signer named in Section III, is authorized on behalf of this Business Entity to sign and to endorse for deposit, negotiation or collection, any and all checks, drafts, certificates of deposit, savings certificates, items or other instruments or written orders for the payment of money payable by or to the order of this Business Entity. Signatures and endorsements, if any, may be in writing, by stamp, or otherwise affixed, with or without designation or signature of the person so endorsing, it being understood that all prior endorsements on such items are guaranteed by this Business Entity, regardless of the lack of an express guarantee in the endorsement of this Business Entity.

Further Resolved, Bank is hereby directed to honor, pay and charge to the Accounts of this Business Entity, without inquiry as to the circumstances of the issuance or application of the proceeds of, any checks, drafts, items or other written orders on any of this Business Entity's Accounts with Bank, whether payable to, endorsed or negotiated by or for the credit of any person signing the same or any other of the Authorized Signers named in Section III when signed by any of the Authorized Signers named in Section III.

III. Officers/Owner/General Partners/Members/Managers/Governors authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate authority on behalf of the Business Entity

The full name, title, and signature of each person authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate his or her authority on behalf of the Business Entity as described in the resolutions set forth in this document is immediately below. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity is entered in the column headed "Name", applicable title of General Partner, Member or Manager is entered in the column headed "Title", and the name of the individual signing on behalf of that entity and individual's title or position are entered in the column headed "Signature" and the individual signs directly underneath his/her name and title. The individual must provide a resolution on that entity reflecting the individual's authority.]

User ID	UNSP22	Account Number	1000140326926
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Name	Title	Signature
Elizabeth F. Poole	Chairman Board of County Commissioners	
Ann M. Wilson	Finance Director	

IV. Facsimile Signatures (Complete this section only if machine or facsimile stamped signatures are to be used on items.) Further Resolved, that Bank is hereby requested, authorized and directed to honor any check, draft, item or other written order on any of this Business Entity's Accounts with Bank when bearing or purporting to bear the following authorized machine or facsimile signature of any of the above named individuals whose signatures are reproduced below, regardless of by whom or by what means the actual or purported machine or facsimile signatures may have been affixed. The Business Entity shall indemnify and hold the Bank harmless from any and all claims, expenses, losses, damages and costs, including attorneys' fees, resulting from, or growing out of the Bank's honoring the facsimile signature of any of the following individuals, its refusal to honor any facsimile signature of an individual not named below, or resulting from the unauthorized use of the instrument used to provide the facsimile signatures by persons other than authorized individuals.

Name of Authorized Signer Listed in Section III	Machine/Facsimile Stamped Signature of Authorized Signer

V. Additional Signatories on Business Entity's Accounts. Further resolved, the following individual(s) are authorized as additional signatories only to sign and to endorse for deposit or collection any checks, drafts, or other instruments or written orders for the payment of money payable to the order of the Business Entity and to sign checks, drafts, items or other written orders, and initiate wire or funds transfers and execute Bank's Funds Transfer Authorization wire request and disclosure form on any of the Business Entity's Accounts with Bank. [Instruction: If an additional signatory is not authorized to sign on all Accounts, specify the Account Number applicable to the signatory as indicated below.] **Refer to the Signature Card(s) on the Account(s) for signatures of the Additional Signatories.**

Additional Signatory's Name	Position with Entity	Specific Deposit Account Number(s) Applicable to Signatory (Complete only if signatory is <u>not</u> authorized on all accounts)

VI. Qualification Certification for Public Fund, Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to earn interest on a checking account (NOW Account)

Mark this section with an "X" only if Business Entity is eligible to earn interest on a checking account.
 I/We further certify that the above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal or NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profit Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes under one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) – (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527). Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The undersigned certifies that there are no limits to the undersigned's powers to adopt this Authorization and to attest that the resolutions stated herein are accurate and that this Deposit Account Resolution and Authorization is in conformity with the provisions of the organizational instruments, which include the Business Entity's charter, bylaws, operating agreement, partnership agreement, shareholders' agreement or similar agreements by which the Business Entity or the undersigned party may be bound and does not violate the provisions thereof.

VIII. Prior Acts. All previous acts of or on behalf of the Business Entity as provided for above are hereby approved and ratified.

IX. Certification—Corporation or Professional Corporation. I, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions and authorizations are in full force and effect and have not been amended or rescinded.

User ID UNSP22 Account Number 1000140326926

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this 17th of September, 2012.

(Affix Seal here, if available)

Authorized Signature

Name and Title of President, Secretary, Assistant Secretary or Other Officer as designated in the Corporation's Bylaws

X. Certification—Limited Liability Company, Partnership, Public Fund, Sole Proprietorship, Unincorporated Organization or Association, or Other Entity. I/We, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions are in full force and effect and have not been amended or rescinded. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity and the word "By" are entered in the column headed "Signature"; the individual signing on behalf of that entity signs directly below the name of the entity; and the name of the individual and individual's title or position are entered in the column headed "Title". The individual must provide a resolution on that entity reflecting the individual's authority.]

Name and Title	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature Requirement instructions

- The following signatures are required to complete and certify the Deposit Account Resolution and Authorization to be correct:
- Corporations:** Corporate Officers authorized to act on behalf of the corporation named in Section III should include the **President and Secretary** and any other applicable corporate officers, such as Vice President or Treasurer. The **President, Secretary, Assistant Secretary, or other corporate officer as designated in the bylaws of the corporation** is required to **certify** the Deposit Account Resolution and Authorization under Section IX.
 - Limited Liability Companies:** Section III and X require the signatures of all **members/managers/board members**, unless the Operating Agreement authorizes one or more members/managers/board members to conduct banking business, in which case the signatures of all such authorized members/managers/board members are sufficient.
 - Public Fund Entities:** Section III requires the signatures of individuals authorized to sign on behalf of the Public Fund Entity as **designated by the governing unit**, e.g., Board of County Commissioners, Mayor, Secretary of State, etc. The individual(s) authorized to **represent the governing unit** is required to certify the Deposit Account Resolution and Authorization under Section X.
 - Partnerships:** Section III and X require the signatures of all **General Partners**, unless the Partnership Agreement designates one or more partners to conduct banking business and perform banking transactions. In such cases, the designated general partner(s) are named in Section III as the **General Partners** authorized to act on behalf of the entity and these same General Partners will certify the Deposit Account Resolution and Authorization under Section X.
 - Sole Proprietorships:** Section III and X require the signature of the proprietor (owner) or in the case of a spousal proprietorship, the signatures of the husband and wife who own the Business Entity.
 - Unincorporated Organizations or Associations:** Section III requires the signatures of the **Officers or Positions** designated in the Organization or Association's bylaws or charter as authorized to act on behalf of the organization or association. The **President or Secretary** of the organization or association (or other individual designated to do so) is required to certify the Deposit Account Resolution and Authorization under Section X.

Bank Use Only

Bank Number 0175	Cost Center Number 8000271	Cost Center Name Charlotte Central Lending	
Prepared By Stefanie R Pitts		Phone Number (704) 347-6113	Date
Account Number(s) 1000140326926			
Verification Method			

User ID **UNSP22**

Account Number **1000140326926**



Deposit Account Resolution and Authorization for Business Entities

I. Business Entity Account Information

Name COUNTY OF CABARRUS OFFICE OF TREASU	Business Type PF State/Local
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Governed By	Taxpayer ID Number 566000281	Date Resolution and Authorization Adopted 09/17/2012
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Account Number(s) 1000140326918

The undersigned in Section IX or X hereby certify to SunTrust Bank ("Bank") that the above named Business Entity is organized and existing under the laws of the state of **North Carolina** and has been registered in the manner prescribed by law and is currently in full compliance with all requirements relating to its organization and continued existence under applicable law.

These resolutions and authorizations apply to the above referenced deposit account(s) (hereinafter "Account") currently open with the Bank and any additional Accounts opened in the future in the name of the Business Entity. For purposes of this resolution and authorization, Accounts will include any certificates of deposit in the name of the Business Entity. These resolutions and authorizations shall remain in full force and effect until written notice in a form acceptable to the Bank of their rescission or modification certified by the appropriate authorized individual(s) applicable to the Business Entity has been received by Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto and Bank shall be held harmless from any claims, demands, expenses, loss, or damage resulting from, or growing out of, honoring the acts or instructions of any individual so certified or authorized in these resolutions to sign by delegation of authority in accordance herewith or refusing to honor any signature not so certified or authorized.

II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity. Resolved, that Bank be and is hereby designated a depository for the Business Entity; that any one of the individuals or entities named in Section III below is an "Authorized Signer" and is authorized to act, give instructions, access information, use Bank's services, and perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity with Bank or services provided to Business Entity by the Bank, to enter into on behalf of the Business Entity any of Bank's agreements including checking, savings, certificates of deposit, wire or electronic funds transfer, night deposit, cash management, or other treasury management services agreements and to delegate to any other individual or entity his or her authority to act, give instructions, access information, use Bank's services, perform transactions, and enter into agreements on behalf of the Business Entity, including agreements that delegate his or her authority to other individuals or entities with respect to the Business Entity's Accounts or Bank's services; that the Business Entity shall be bound by the terms and conditions of all such agreements and Bank's Rules and Regulations for Deposit Accounts related thereto, all as now existing or as amended from time to time; and that any Authorized Signer named in Section III, is authorized on behalf of this Business Entity to sign and to endorse for deposit, negotiation or collection, any and all checks, drafts, certificates of deposit, savings certificates, items or other instruments or written orders for the payment of money payable by or to the order of this Business Entity. Signatures and endorsements, if any, may be in writing, by stamp, or otherwise affixed, with or without designation or signature of the person so endorsing, it being understood that all prior endorsements on such items are guaranteed by this Business Entity, regardless of the lack of an express guarantee in the endorsement of this Business Entity.

Further Resolved, Bank is hereby directed to honor, pay and charge to the Accounts of this Business Entity, without inquiry as to the circumstances of the issuance or application of the proceeds of, any checks, drafts, items or other written orders on any of this Business Entity's Accounts with Bank, whether payable to, endorsed or negotiated by or for the credit of any person signing the same or any other of the Authorized Signers named in Section III when signed by any of the Authorized Signers named in Section III.

III. Officers/Owner/General Partners/Members/Managers/Governors authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate authority on behalf of the Business Entity

The full name, title, and signature of each person authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate his or her authority on behalf of the Business Entity as described in the resolutions set forth in this document is immediately below. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity is entered in the column headed "Name", applicable title of General Partner, Member or Manager is entered in the column headed "Title", and the name of the individual signing on behalf of that entity and individual's title or position are entered in the column headed "Signature" and the individual signs directly underneath his/her name and title. The individual must provide a resolution on that entity reflecting the individual's authority.]

User ID	UNSP22	Account Number	1000140326918
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Name	Title	Signature
<u>Elizabeth F. Poole</u>	<u>Chairman Board of County Commissioners</u>	_____
<u>Ann M. Wilson</u>	<u>Finance Director</u>	_____
_____	_____	_____
_____	_____	_____

IV. Facsimile Signatures (Complete this section only if machine or facsimile stamped signatures are to be used on items.) Further Resolved, that Bank is hereby requested, authorized and directed to honor any check, draft, item or other written order on any of this Business Entity's Accounts with Bank when bearing or purporting to bear the following authorized machine or facsimile signature of any of the above named individuals whose signatures are reproduced below, regardless of by whom or by what means the actual or purported machine or facsimile signatures may have been affixed. The Business Entity shall indemnify and hold the Bank harmless from any and all claims, expenses, losses, damages and costs, including attorneys' fees, resulting from, or growing out of the Bank's honoring the facsimile signature of any of the following individuals, its refusal to honor any facsimile signature of an individual not named below, or resulting from the unauthorized use of the instrument used to provide the facsimile signatures by persons other than authorized individuals.

Name of Authorized Signer Listed in Section III	Machine/Facsimile Stamped Signature of Authorized Signer
_____	_____

V. Additional Signatories on Business Entity's Accounts. Further resolved, the following individual(s) are authorized as additional signatories only to sign and to endorse for deposit or collection any checks, drafts, or other instruments or written orders for the payment of money payable to the order of the Business Entity and to sign checks, drafts, items or other written orders, and initiate wire or funds transfers and execute Bank's Funds Transfer Authorization wire request and disclosure form on any of the Business Entity's Accounts with Bank. [Instruction: If an additional signatory is not authorized to sign on all Accounts, specify the Account Number applicable to the signatory as indicated below.] **Refer to the Signature Card(s) on the Account(s) for signatures of the Additional Signatories.**

Additional Signatory's Name	Position with Entity	Specific Deposit Account Number(s) Applicable to Signatory (Complete only if signatory is <u>not</u> authorized on all accounts)
_____	_____	_____
_____	_____	_____
_____	_____	_____

VI. Qualification Certification for Public Fund, Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to earn interest on a checking account (NOW Account)

Mark this section with an "X" only if Business Entity is eligible to earn interest on a checking account.
 I/We further certify that the above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal or NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profit Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes under one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) – (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527). Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The undersigned certifies that there are no limits to the undersigned's powers to adopt this Authorization and to attest that the resolutions stated herein are accurate and that this Deposit Account Resolution and Authorization is in conformity with the provisions of the organizational instruments, which include the Business Entity's charter, bylaws, operating agreement, partnership agreement, shareholders' agreement or similar agreements by which the Business Entity or the undersigned party may be bound and does not violate the provisions thereof.

VIII. Prior Acts. All previous acts of or on behalf of the Business Entity as provided for above are hereby approved and ratified.

IX. Certification—Corporation or Professional Corporation. I, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions and authorizations are in full force and effect and have not been amended or rescinded.

User ID UNSP22 Account Number 1000140326918

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this 17th of September, 2012.

(Affix Seal here, if available)

Authorized Signature

Name and Title of President, Secretary, Assistant Secretary or Other Officer as designated in the Corporation's Bylaws

X. Certification—Limited Liability Company, Partnership, Public Fund, Sole Proprietorship, Unincorporated Organization or Association, or Other Entity. I/We, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions are in full force and effect and have not been amended or rescinded. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity and the word "By" are entered in the column headed "Signature"; the individual signing on behalf of that entity signs directly below the name of the entity; and the name of the individual and individual's title or position are entered in the column headed "Title". The individual must provide a resolution on that entity reflecting the individual's authority.]

Name and Title	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature Requirement instructions

- The following signatures are required to complete and certify the Deposit Account Resolution and Authorization to be correct:
- Corporations:** Corporate Officers authorized to act on behalf of the corporation named in Section III should include the **President and Secretary** and any other applicable corporate officers, such as Vice President or Treasurer. The **President, Secretary, Assistant Secretary, or other corporate officer as designated in the bylaws of the corporation** is required to **certify** the Deposit Account Resolution and Authorization under Section IX.
 - Limited Liability Companies:** Section III and X require the signatures of all **members/managers/board members**, unless the Operating Agreement authorizes one or more members/managers/board members to conduct banking business, in which case the signatures of all such authorized members/managers/board members are sufficient.
 - Public Fund Entities:** Section III requires the signatures of individuals authorized to sign on behalf of the Public Fund Entity as **designated by the governing unit**, e.g., Board of County Commissioners, Mayor, Secretary of State, etc. The individual(s) authorized to **represent the governing unit** is required to certify the Deposit Account Resolution and Authorization under Section X.
 - Partnerships:** Section III and X require the signatures of all **General Partners**, unless the Partnership Agreement designates one or more partners to conduct banking business and perform banking transactions. In such cases, the designated general partner(s) are named in Section III as the **General Partners** authorized to act on behalf of the entity and these same General Partners will certify the Deposit Account Resolution and Authorization under Section X.
 - Sole Proprietorships:** Section III and X require the signature of the proprietor (owner) or in the case of a spousal proprietorship, the signatures of the husband and wife who own the Business Entity.
 - Unincorporated Organizations or Associations:** Section III requires the signatures of the **Officers or Positions** designated in the Organization or Association's bylaws or charter as authorized to act on behalf of the organization or association. The **President or Secretary** of the organization or association (or other individual designated to do so) is required to certify the Deposit Account Resolution and Authorization under Section X.

Bank Use Only

Bank Number 0175	Cost Center Number 8000271	Cost Center Name Charlotte Central Lending	
Prepared By Stefanie R Pitts		Phone Number (704) 347-6113	Date
Account Number(s) 1000140326918			
Verification Method			

User ID **UNSP22**

Account Number **1000140326918**



Deposit Account Resolution and Authorization for Business Entities

I. Business Entity Account Information

Name COUNTY OF CABARRUS OFFICE OF TREASU		Business Type PF State/Local
Governed By	Taxpayer ID Number 566000281	Date Resolution and Authorization Adopted 09/17/2012
Account Number(s) 1000140326900		

The undersigned in Section IX or X hereby certify to SunTrust Bank ("Bank") that the above named Business Entity is organized and existing under the laws of the state of **North Carolina** and has been registered in the manner prescribed by law and is currently in full compliance with all requirements relating to its organization and continued existence under applicable law.

These resolutions and authorizations apply to the above referenced deposit account(s) (hereinafter "Account") currently open with the Bank and any additional Accounts opened in the future in the name of the Business Entity. For purposes of this resolution and authorization, Accounts will include any certificates of deposit in the name of the Business Entity. These resolutions and authorizations shall remain in full force and effect until written notice in a form acceptable to the Bank of their rescission or modification certified by the appropriate authorized individual(s) applicable to the Business Entity has been received by Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto and Bank shall be held harmless from any claims, demands, expenses, loss, or damage resulting from, or growing out of, honoring the acts or instructions of any individual so certified or authorized in these resolutions to sign by delegation of authority in accordance herewith or refusing to honor any signature not so certified or authorized.

II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity. Resolved, that Bank be and is hereby designated a depository for the Business Entity; that any one of the individuals or entities named in Section III below is an "Authorized Signer" and is authorized to act, give instructions, access information, use Bank's services, and perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity with Bank or services provided to Business Entity by the Bank, to enter into on behalf of the Business Entity any of Bank's agreements including checking, savings, certificates of deposit, wire or electronic funds transfer, night deposit, cash management, or other treasury management services agreements and to delegate to any other individual or entity his or her authority to act, give instructions, access information, use Bank's services, perform transactions, and enter into agreements on behalf of the Business Entity, including agreements that delegate his or her authority to other individuals or entities with respect to the Business Entity's Accounts or Bank's services; that the Business Entity shall be bound by the terms and conditions of all such agreements and Bank's Rules and Regulations for Deposit Accounts related thereto, all as now existing or as amended from time to time; and that any Authorized Signer named in Section III, is authorized on behalf of this Business Entity to sign and to endorse for deposit, negotiation or collection, any and all checks, drafts, certificates of deposit, savings certificates, items or other instruments or written orders for the payment of money payable by or to the order of this Business Entity. Signatures and endorsements, if any, may be in writing, by stamp, or otherwise affixed, with or without designation or signature of the person so endorsing, it being understood that all prior endorsements on such items are guaranteed by this Business Entity, regardless of the lack of an express guarantee in the endorsement of this Business Entity.

Further Resolved, Bank is hereby directed to honor, pay and charge to the Accounts of this Business Entity, without inquiry as to the circumstances of the issuance or application of the proceeds of, any checks, drafts, items or other written orders on any of this Business Entity's Accounts with Bank, whether payable to, endorsed or negotiated by or for the credit of any person signing the same or any other of the Authorized Signers named in Section III when signed by any of the Authorized Signers named in Section III.

III. Officers/Owner/General Partners/Members/Managers/Governors authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate authority on behalf of the Business Entity

The full name, title, and signature of each person authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate his or her authority on behalf of the Business Entity as described in the resolutions set forth in this document is immediately below. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity is entered in the column headed "Name", applicable title of General Partner, Member or Manager is entered in the column headed "Title", and the name of the individual signing on behalf of that entity and individual's title or position are entered in the column headed "Signature" and the individual signs directly underneath his/her name and title. The individual must provide a resolution on that entity reflecting the individual's authority.]

User ID	UNSP22	Account Number	1000140326900
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Name	Title	Signature
<u>Elizabeth F. Poole</u>	<u>Chairman Board of County Commissioners</u>	_____
<u>Ann M. Wilson</u>	<u>Finance Director</u>	_____
_____	_____	_____
_____	_____	_____

IV. Facsimile Signatures (Complete this section only if machine or facsimile stamped signatures are to be used on items.) Further Resolved, that Bank is hereby requested, authorized and directed to honor any check, draft, item or other written order on any of this Business Entity's Accounts with Bank when bearing or purporting to bear the following authorized machine or facsimile signature of any of the above named individuals whose signatures are reproduced below, regardless of by whom or by what means the actual or purported machine or facsimile signatures may have been affixed. The Business Entity shall indemnify and hold the Bank harmless from any and all claims, expenses, losses, damages and costs, including attorneys' fees, resulting from, or growing out of the Bank's honoring the facsimile signature of any of the following individuals, its refusal to honor any facsimile signature of an individual not named below, or resulting from the unauthorized use of the instrument used to provide the facsimile signatures by persons other than authorized individuals.

Name of Authorized Signer Listed in Section III	Machine/Facsimile Stamped Signature of Authorized Signer
_____	_____

V. Additional Signatories on Business Entity's Accounts. Further resolved, the following individual(s) are authorized as additional signatories only to sign and to endorse for deposit or collection any checks, drafts, or other instruments or written orders for the payment of money payable to the order of the Business Entity and to sign checks, drafts, items or other written orders, and initiate wire or funds transfers and execute Bank's Funds Transfer Authorization wire request and disclosure form on any of the Business Entity's Accounts with Bank. [Instruction: If an additional signatory is not authorized to sign on all Accounts, specify the Account Number applicable to the signatory as indicated below.] **Refer to the Signature Card(s) on the Account(s) for signatures of the Additional Signatories.**

Additional Signatory's Name	Position with Entity	Specific Deposit Account Number(s) Applicable to Signatory (Complete only if signatory is <u>not</u> authorized on all accounts)
_____	_____	_____
_____	_____	_____
_____	_____	_____

VI. Qualification Certification for Public Fund, Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to earn interest on a checking account (NOW Account)

Mark this section with an "X" only if Business Entity is eligible to earn interest on a checking account.
 I/We further certify that the above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal or NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profit Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes under one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) – (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527). Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The undersigned certifies that there are no limits to the undersigned's powers to adopt this Authorization and to attest that the resolutions stated herein are accurate and that this Deposit Account Resolution and Authorization is in conformity with the provisions of the organizational instruments, which include the Business Entity's charter, bylaws, operating agreement, partnership agreement, shareholders' agreement or similar agreements by which the Business Entity or the undersigned party may be bound and does not violate the provisions thereof.

VIII. Prior Acts. All previous acts of or on behalf of the Business Entity as provided for above are hereby approved and ratified.

IX. Certification—Corporation or Professional Corporation. I, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions and authorizations are in full force and effect and have not been amended or rescinded.

User ID UNSP22 Account Number 1000140326900

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this 17th of September, 2012.

(Affix Seal here, if available)

Authorized Signature

Name and Title of President, Secretary, Assistant Secretary or Other Officer as designated in the Corporation's Bylaws

X. Certification—Limited Liability Company, Partnership, Public Fund, Sole Proprietorship, Unincorporated Organization or Association, or Other Entity. I/We, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions are in full force and effect and have not been amended or rescinded. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity and the word "By" are entered in the column headed "Signature"; the individual signing on behalf of that entity signs directly below the name of the entity; and the name of the individual and individual's title or position are entered in the column headed "Title". The individual must provide a resolution on that entity reflecting the individual's authority.]

Name and Title	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature Requirement instructions

- The following signatures are required to complete and certify the Deposit Account Resolution and Authorization to be correct:
- Corporations:** Corporate Officers authorized to act on behalf of the corporation named in Section III should include the **President and Secretary** and any other applicable corporate officers, such as Vice President or Treasurer. The **President, Secretary, Assistant Secretary, or other corporate officer as designated in the bylaws of the corporation** is required to **certify** the Deposit Account Resolution and Authorization under Section IX.
 - Limited Liability Companies:** Section III and X require the signatures of all **members/managers/board members**, unless the Operating Agreement authorizes one or more members/managers/board members to conduct banking business, in which case the signatures of all such authorized members/managers/board members are sufficient.
 - Public Fund Entities:** Section III requires the signatures of individuals authorized to sign on behalf of the Public Fund Entity as **designated by the governing unit**, e.g., Board of County Commissioners, Mayor, Secretary of State, etc. The individual(s) authorized to **represent the governing unit** is required to certify the Deposit Account Resolution and Authorization under Section X.
 - Partnerships:** Section III and X require the signatures of all **General Partners**, unless the Partnership Agreement designates one or more partners to conduct banking business and perform banking transactions. In such cases, the designated general partner(s) are named in Section III as the **General Partners** authorized to act on behalf of the entity and these same General Partners will certify the Deposit Account Resolution and Authorization under Section X.
 - Sole Proprietorships:** Section III and X require the signature of the proprietor (owner) or in the case of a spousal proprietorship, the signatures of the husband and wife who own the Business Entity.
 - Unincorporated Organizations or Associations:** Section III requires the signatures of the **Officers or Positions** designated in the Organization or Association's bylaws or charter as authorized to act on behalf of the organization or association. The **President or Secretary** of the organization or association (or other individual designated to do so) is required to certify the Deposit Account Resolution and Authorization under Section X.

Bank Use Only

Bank Number 0175	Cost Center Number 8000271	Cost Center Name Charlotte Central Lending	
Prepared By Stefanie R Pitts		Phone Number (704) 347-6113	Date
Account Number(s) 1000140326900			
Verification Method			

User ID **UNSP22**

Account Number **1000140326900**



Deposit Account Resolution and Authorization for Business Entities

I. Business Entity Account Information

Name COUNTY OF CABARRUS OFFICE OF TREASU	Business Type PF State/Local
--	--

Governed By	Taxpayer ID Number 566000281	Date Resolution and Authorization Adopted 09/17/2012
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Account Number(s) 1000140326892

The undersigned in Section IX or X hereby certify to SunTrust Bank ("Bank") that the above named Business Entity is organized and existing under the laws of the state of **North Carolina** and has been registered in the manner prescribed by law and is currently in full compliance with all requirements relating to its organization and continued existence under applicable law.

These resolutions and authorizations apply to the above referenced deposit account(s) (hereinafter "Account") currently open with the Bank and any additional Accounts opened in the future in the name of the Business Entity. For purposes of this resolution and authorization, Accounts will include any certificates of deposit in the name of the Business Entity. These resolutions and authorizations shall remain in full force and effect until written notice in a form acceptable to the Bank of their rescission or modification certified by the appropriate authorized individual(s) applicable to the Business Entity has been received by Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto and Bank shall be held harmless from any claims, demands, expenses, loss, or damage resulting from, or growing out of, honoring the acts or instructions of any individual so certified or authorized in these resolutions to sign by delegation of authority in accordance herewith or refusing to honor any signature not so certified or authorized.

II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity. Resolved, that Bank be and is hereby designated a depository for the Business Entity; that any one of the individuals or entities named in Section III below is an "Authorized Signer" and is authorized to act, give instructions, access information, use Bank's services, and perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity with Bank or services provided to Business Entity by the Bank, to enter into on behalf of the Business Entity any of Bank's agreements including checking, savings, certificates of deposit, wire or electronic funds transfer, night deposit, cash management, or other treasury management services agreements and to delegate to any other individual or entity his or her authority to act, give instructions, access information, use Bank's services, perform transactions, and enter into agreements on behalf of the Business Entity, including agreements that delegate his or her authority to other individuals or entities with respect to the Business Entity's Accounts or Bank's services; that the Business Entity shall be bound by the terms and conditions of all such agreements and Bank's Rules and Regulations for Deposit Accounts related thereto, all as now existing or as amended from time to time; and that any Authorized Signer named in Section III, is authorized on behalf of this Business Entity to sign and to endorse for deposit, negotiation or collection, any and all checks, drafts, certificates of deposit, savings certificates, items or other instruments or written orders for the payment of money payable by or to the order of this Business Entity. Signatures and endorsements, if any, may be in writing, by stamp, or otherwise affixed, with or without designation or signature of the person so endorsing, it being understood that all prior endorsements on such items are guaranteed by this Business Entity, regardless of the lack of an express guarantee in the endorsement of this Business Entity.

Further Resolved, Bank is hereby directed to honor, pay and charge to the Accounts of this Business Entity, without inquiry as to the circumstances of the issuance or application of the proceeds of, any checks, drafts, items or other written orders on any of this Business Entity's Accounts with Bank, whether payable to, endorsed or negotiated by or for the credit of any person signing the same or any other of the Authorized Signers named in Section III when signed by any of the Authorized Signers named in Section III.

III. Officers/Owner/General Partners/Members/Managers/Governors authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate authority on behalf of the Business Entity

The full name, title, and signature of each person authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate his or her authority on behalf of the Business Entity as described in the resolutions set forth in this document is immediately below. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity is entered in the column headed "Name", applicable title of General Partner, Member or Manager is entered in the column headed "Title", and the name of the individual signing on behalf of that entity and individual's title or position are entered in the column headed "Signature" and the individual signs directly underneath his/her name and title. The individual must provide a resolution on that entity reflecting the individual's authority.]

User ID	UNSP22	Account Number	1000140326892
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Name	Title	Signature
<u>Elizabeth F. Poole</u>	<u>Chairman Board of County Commissioners</u>	_____
<u>Ann M. Wilson</u>	<u>Finance Director</u>	_____
_____	_____	_____
_____	_____	_____

IV. Facsimile Signatures (Complete this section only if machine or facsimile stamped signatures are to be used on items.) Further Resolved, that Bank is hereby requested, authorized and directed to honor any check, draft, item or other written order on any of this Business Entity's Accounts with Bank when bearing or purporting to bear the following authorized machine or facsimile signature of any of the above named individuals whose signatures are reproduced below, regardless of by whom or by what means the actual or purported machine or facsimile signatures may have been affixed. The Business Entity shall indemnify and hold the Bank harmless from any and all claims, expenses, losses, damages and costs, including attorneys' fees, resulting from, or growing out of the Bank's honoring the facsimile signature of any of the following individuals, its refusal to honor any facsimile signature of an individual not named below, or resulting from the unauthorized use of the instrument used to provide the facsimile signatures by persons other than authorized individuals.

Name of Authorized Signer Listed in Section III	Machine/Facsimile Stamped Signature of Authorized Signer
_____	_____

V. Additional Signatories on Business Entity's Accounts. Further resolved, the following individual(s) are authorized as additional signatories only to sign and to endorse for deposit or collection any checks, drafts, or other instruments or written orders for the payment of money payable to the order of the Business Entity and to sign checks, drafts, items or other written orders, and initiate wire or funds transfers and execute Bank's Funds Transfer Authorization wire request and disclosure form on any of the Business Entity's Accounts with Bank. [Instruction: If an additional signatory is not authorized to sign on all Accounts, specify the Account Number applicable to the signatory as indicated below.] **Refer to the Signature Card(s) on the Account(s) for signatures of the Additional Signatories.**

Additional Signatory's Name	Position with Entity	Specific Deposit Account Number(s) Applicable to Signatory (Complete only if signatory is <u>not</u> authorized on all accounts)
_____	_____	_____
_____	_____	_____
_____	_____	_____

VI. Qualification Certification for Public Fund, Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to earn interest on a checking account (NOW Account)

Mark this section with an "X" only if Business Entity is eligible to earn interest on a checking account.
 I/We further certify that the above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal or NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profit Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes under one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) – (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527). Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The undersigned certifies that there are no limits to the undersigned's powers to adopt this Authorization and to attest that the resolutions stated herein are accurate and that this Deposit Account Resolution and Authorization is in conformity with the provisions of the organizational instruments, which include the Business Entity's charter, bylaws, operating agreement, partnership agreement, shareholders' agreement or similar agreements by which the Business Entity or the undersigned party may be bound and does not violate the provisions thereof.

VIII. Prior Acts. All previous acts of or on behalf of the Business Entity as provided for above are hereby approved and ratified.

IX. Certification—Corporation or Professional Corporation. I, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions and authorizations are in full force and effect and have not been amended or rescinded.

User ID UNSP22 Account Number 1000140326892

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this 17th of September, 2012.

(Affix Seal here, if available)

Authorized Signature

Name and Title of President, Secretary, Assistant Secretary or Other Officer as designated in the Corporation's Bylaws

X. Certification—Limited Liability Company, Partnership, Public Fund, Sole Proprietorship, Unincorporated Organization or Association, or Other Entity. I/We, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions are in full force and effect and have not been amended or rescinded. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity and the word "By" are entered in the column headed "Signature"; the individual signing on behalf of that entity signs directly below the name of the entity; and the name of the individual and individual's title or position are entered in the column headed "Title". The individual must provide a resolution on that entity reflecting the individual's authority.]

Name and Title	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature Requirement instructions

- The following signatures are required to complete and certify the Deposit Account Resolution and Authorization to be correct:
- Corporations:** Corporate Officers authorized to act on behalf of the corporation named in Section III should include the **President and Secretary** and any other applicable corporate officers, such as Vice President or Treasurer. The **President, Secretary, Assistant Secretary, or other corporate officer as designated in the bylaws of the corporation** is required to **certify** the Deposit Account Resolution and Authorization under Section IX.
 - Limited Liability Companies:** Section III and X require the signatures of all **members/managers/board members**, unless the Operating Agreement authorizes one or more members/managers/board members to conduct banking business, in which case the signatures of all such authorized members/managers/board members are sufficient.
 - Public Fund Entities:** Section III requires the signatures of individuals authorized to sign on behalf of the Public Fund Entity as **designated by the governing unit**, e.g., Board of County Commissioners, Mayor, Secretary of State, etc. The individual(s) authorized to **represent the governing unit** is required to certify the Deposit Account Resolution and Authorization under Section X.
 - Partnerships:** Section III and X require the signatures of all **General Partners**, unless the Partnership Agreement designates one or more partners to conduct banking business and perform banking transactions. In such cases, the designated general partner(s) are named in Section III as the **General Partners** authorized to act on behalf of the entity and these same General Partners will certify the Deposit Account Resolution and Authorization under Section X.
 - Sole Proprietorships:** Section III and X require the signature of the proprietor (owner) or in the case of a spousal proprietorship, the signatures of the husband and wife who own the Business Entity.
 - Unincorporated Organizations or Associations:** Section III requires the signatures of the **Officers or Positions** designated in the Organization or Association's bylaws or charter as authorized to act on behalf of the organization or association. The **President or Secretary** of the organization or association (or other individual designated to do so) is required to certify the Deposit Account Resolution and Authorization under Section X.

Bank Use Only

Bank Number 0175	Cost Center Number 8000271	Cost Center Name Charlotte Central Lending	
Prepared By Stefanie R Pitts		Phone Number (704) 347-6113	Date
Account Number(s) 1000140326892			
Verification Method			

User ID **UNSP22**

Account Number **1000140326892**



Deposit Account Resolution and Authorization for Business Entities

I. Business Entity Account Information

Name COUNTY OF CABARRUS OFFICE OF TREASU	Business Type PF State/Local
--	--

Governed By	Taxpayer ID Number 566000281	Date Resolution and Authorization Adopted 09/17/2012
-------------	--	--

Account Number(s) 1000140326884

The undersigned in Section IX or X hereby certify to SunTrust Bank ("Bank") that the above named Business Entity is organized and existing under the laws of the state of **North Carolina** and has been registered in the manner prescribed by law and is currently in full compliance with all requirements relating to its organization and continued existence under applicable law.

These resolutions and authorizations apply to the above referenced deposit account(s) (hereinafter "Account") currently open with the Bank and any additional Accounts opened in the future in the name of the Business Entity. For purposes of this resolution and authorization, Accounts will include any certificates of deposit in the name of the Business Entity. These resolutions and authorizations shall remain in full force and effect until written notice in a form acceptable to the Bank of their rescission or modification certified by the appropriate authorized individual(s) applicable to the Business Entity has been received by Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto and Bank shall be held harmless from any claims, demands, expenses, loss, or damage resulting from, or growing out of, honoring the acts or instructions of any individual so certified or authorized in these resolutions to sign by delegation of authority in accordance herewith or refusing to honor any signature not so certified or authorized.

II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity. Resolved, that Bank be and is hereby designated a depository for the Business Entity; that any one of the individuals or entities named in Section III below is an "Authorized Signer" and is authorized to act, give instructions, access information, use Bank's services, and perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity with Bank or services provided to Business Entity by the Bank, to enter into on behalf of the Business Entity any of Bank's agreements including checking, savings, certificates of deposit, wire or electronic funds transfer, night deposit, cash management, or other treasury management services agreements and to delegate to any other individual or entity his or her authority to act, give instructions, access information, use Bank's services, perform transactions, and enter into agreements on behalf of the Business Entity, including agreements that delegate his or her authority to other individuals or entities with respect to the Business Entity's Accounts or Bank's services; that the Business Entity shall be bound by the terms and conditions of all such agreements and Bank's Rules and Regulations for Deposit Accounts related thereto, all as now existing or as amended from time to time; and that any Authorized Signer named in Section III, is authorized on behalf of this Business Entity to sign and to endorse for deposit, negotiation or collection, any and all checks, drafts, certificates of deposit, savings certificates, items or other instruments or written orders for the payment of money payable by or to the order of this Business Entity. Signatures and endorsements, if any, may be in writing, by stamp, or otherwise affixed, with or without designation or signature of the person so endorsing, it being understood that all prior endorsements on such items are guaranteed by this Business Entity, regardless of the lack of an express guarantee in the endorsement of this Business Entity.

Further Resolved, Bank is hereby directed to honor, pay and charge to the Accounts of this Business Entity, without inquiry as to the circumstances of the issuance or application of the proceeds of, any checks, drafts, items or other written orders on any of this Business Entity's Accounts with Bank, whether payable to, endorsed or negotiated by or for the credit of any person signing the same or any other of the Authorized Signers named in Section III when signed by any of the Authorized Signers named in Section III.

III. Officers/Owner/General Partners/Members/Managers/Governors authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate authority on behalf of the Business Entity

The full name, title, and signature of each person authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate his or her authority on behalf of the Business Entity as described in the resolutions set forth in this document is immediately below. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity is entered in the column headed "Name", applicable title of General Partner, Member or Manager is entered in the column headed "Title", and the name of the individual signing on behalf of that entity and individual's title or position are entered in the column headed "Signature" and the individual signs directly underneath his/her name and title. The individual must provide a resolution on that entity reflecting the individual's authority.]

User ID	UNSP22	Account Number	1000140326884
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Name	Title	Signature
<u>Elizabeth F. Poole</u>	<u>Chairman Board of County Commissioners</u>	_____
<u>Ann M. Wilson</u>	<u>Finance Director</u>	_____
_____	_____	_____
_____	_____	_____

IV. Facsimile Signatures (Complete this section only if machine or facsimile stamped signatures are to be used on items.) Further Resolved, that Bank is hereby requested, authorized and directed to honor any check, draft, item or other written order on any of this Business Entity's Accounts with Bank when bearing or purporting to bear the following authorized machine or facsimile signature of any of the above named individuals whose signatures are reproduced below, regardless of by whom or by what means the actual or purported machine or facsimile signatures may have been affixed. The Business Entity shall indemnify and hold the Bank harmless from any and all claims, expenses, losses, damages and costs, including attorneys' fees, resulting from, or growing out of the Bank's honoring the facsimile signature of any of the following individuals, its refusal to honor any facsimile signature of an individual not named below, or resulting from the unauthorized use of the instrument used to provide the facsimile signatures by persons other than authorized individuals.

Name of Authorized Signer Listed in Section III	Machine/Facsimile Stamped Signature of Authorized Signer
_____	_____

V. Additional Signatories on Business Entity's Accounts. Further resolved, the following individual(s) are authorized as additional signatories only to sign and to endorse for deposit or collection any checks, drafts, or other instruments or written orders for the payment of money payable to the order of the Business Entity and to sign checks, drafts, items or other written orders, and initiate wire or funds transfers and execute Bank's Funds Transfer Authorization wire request and disclosure form on any of the Business Entity's Accounts with Bank. [Instruction: If an additional signatory is not authorized to sign on all Accounts, specify the Account Number applicable to the signatory as indicated below.] **Refer to the Signature Card(s) on the Account(s) for signatures of the Additional Signatories.**

Additional Signatory's Name	Position with Entity	Specific Deposit Account Number(s) Applicable to Signatory (Complete only if signatory is <u>not</u> authorized on all accounts)
_____	_____	_____
_____	_____	_____
_____	_____	_____

VI. Qualification Certification for Public Fund, Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to earn interest on a checking account (NOW Account)

Mark this section with an "X" only if Business Entity is eligible to earn interest on a checking account.
 I/We further certify that the above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal or NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profit Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes under one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) – (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527). Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The undersigned certifies that there are no limits to the undersigned's powers to adopt this Authorization and to attest that the resolutions stated herein are accurate and that this Deposit Account Resolution and Authorization is in conformity with the provisions of the organizational instruments, which include the Business Entity's charter, bylaws, operating agreement, partnership agreement, shareholders' agreement or similar agreements by which the Business Entity or the undersigned party may be bound and does not violate the provisions thereof.

VIII. Prior Acts. All previous acts of or on behalf of the Business Entity as provided for above are hereby approved and ratified.

IX. Certification—Corporation or Professional Corporation. I, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions and authorizations are in full force and effect and have not been amended or rescinded.

User ID UNSP22 Account Number 1000140326884

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this 17th of September, 2012.

(Affix Seal here, if available)

Authorized Signature

Name and Title of President, Secretary, Assistant Secretary or Other Officer as designated in the Corporation's Bylaws

X. Certification—Limited Liability Company, Partnership, Public Fund, Sole Proprietorship, Unincorporated Organization or Association, or Other Entity. I/We, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions are in full force and effect and have not been amended or rescinded. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity and the word "By" are entered in the column headed "Signature"; the individual signing on behalf of that entity signs directly below the name of the entity; and the name of the individual and individual's title or position are entered in the column headed "Title". The individual must provide a resolution on that entity reflecting the individual's authority.]

Name and Title	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature Requirement instructions

- The following signatures are required to complete and certify the Deposit Account Resolution and Authorization to be correct:
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 - Limited Liability Companies:** Section III and X require the signatures of all **members/managers/board members**, unless the Operating Agreement authorizes one or more members/managers/board members to conduct banking business, in which case the signatures of all such authorized members/managers/board members are sufficient.
 - Public Fund Entities:** Section III requires the signatures of individuals authorized to sign on behalf of the Public Fund Entity as **designated by the governing unit**, e.g., Board of County Commissioners, Mayor, Secretary of State, etc. The individual(s) authorized to **represent the governing unit** is required to certify the Deposit Account Resolution and Authorization under Section X.
 - Partnerships:** Section III and X require the signatures of all **General Partners**, unless the Partnership Agreement designates one or more partners to conduct banking business and perform banking transactions. In such cases, the designated general partner(s) are named in Section III as the **General Partners** authorized to act on behalf of the entity and these same General Partners will certify the Deposit Account Resolution and Authorization under Section X.
 - Sole Proprietorships:** Section III and X require the signature of the proprietor (owner) or in the case of a spousal proprietorship, the signatures of the husband and wife who own the Business Entity.
 - Unincorporated Organizations or Associations:** Section III requires the signatures of the **Officers or Positions** designated in the Organization or Association's bylaws or charter as authorized to act on behalf of the organization or association. The **President or Secretary** of the organization or association (or other individual designated to do so) is required to certify the Deposit Account Resolution and Authorization under Section X.

Bank Use Only

Bank Number 0175	Cost Center Number 8000271	Cost Center Name Charlotte Central Lending	
Prepared By Stefanie R Pitts		Phone Number (704) 347-6113	Date
Account Number(s) 1000140326884			
Verification Method			

User ID **UNSP22**

Account Number **1000140326884**



Business Account Signature Card

Region Number 064	Account Number 1000140326926
Account Title COUNTY OF CABARRUS OFFICE OF TREASURER ACH RECEIVABLE	
Organization Type	Tax ID Number 566000281
Authorized Signature(s)	
Name/Title	Signature
1. Elizabeth F. Poole / Chairman Board of County Commissioners	
2. Ann M. Wilson / Finance Director	
3.	
4.	
5.	
6.	

Date Opened 04/12/2011	Date Revised 09/17/2012	Reason
Cost Center Number 8000271	Officer Number UNSP22	ID
Work Phone Number	Prepared By Stefanie R Pitts	Maintenance Type <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Change

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the above signed as the authorized agent(s) of the Depositor hereby acknowledge(s) receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained.

Check Appropriate Box

- Individual / Sole Proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/Estate
 Limited Liability Company
 Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____
 Other (See Instructions.) _____
 Exempt Payee

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

- 566000281** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued), **and**
- The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding, **and**
- The depositor is a U.S. citizen or other U.S. person (defined in the instructions).

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

Signature of U.S. Person _____ Date _____



Business Account Signature Card

Region Number 064	Account Number 1000140326918
Account Title COUNTY OF CABARRUS OFFICE OF TREASURER ACH PAYABLE	
Organization Type	Tax ID Number 566000281
Authorized Signature(s)	
Name/Title	Signature
1. Elizabeth F. Poole / Chairman Board of County Commissioners	
2. Ann M. Wilson / Finance Director	
3.	
4.	
5.	
6.	

Date Opened 04/12/2011	Date Revised 09/17/2012	Reason
Cost Center Number 8000271	Officer Number UNSP22	ID
Work Phone Number	Prepared By Stefanie R Pitts	Maintenance Type <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Change

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the above signed as the authorized agent(s) of the Depositor hereby acknowledge(s) receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained.

Check Appropriate Box

- Individual / Sole Proprietor C Corporation S Corporation Partnership Trust/Estate
- Limited Liability Company
- Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____
- Other (See Instructions.) _____
- Exempt Payee

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

- 566000281** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued), **and**
- The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding, **and**
- The depositor is a U.S. citizen or other U.S. person (defined in the instructions).

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

Signature of U.S. Person _____ Date _____



Business Account Signature Card

Region Number 064	Account Number 1000140326900
Account Title COUNTY OF CABARRUS OFFICE OF TREASURER JAIL COMMISSARY	
Organization Type	Tax ID Number 566000281
Authorized Signature(s)	
Name/Title	Signature
1. Elizabeth F. Poole / Chairman Board of County Commissioners	
2. Ann M. Wilson / Finance Director	
3.	
4.	
5.	
6.	

Date Opened 04/12/2011	Date Revised 09/17/2012	Reason
Cost Center Number 8000271	Officer Number UNSP22	ID
Work Phone Number	Prepared By Stefanie R Pitts	Maintenance Type <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Change

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the above signed as the authorized agent(s) of the Depositor hereby acknowledge(s) receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained.

Check Appropriate Box

- Individual / Sole Proprietor C Corporation S Corporation Partnership Trust/Estate
- Limited Liability Company
- Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____
- Other (See Instructions.) _____
- Exempt Payee

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

- 566000281** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued), **and**
- The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding, **and**
- The depositor is a U.S. citizen or other U.S. person (defined in the instructions).

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

Signature of U.S. Person _____ Date _____



Business Account Signature Card

Region Number 064	Account Number 1000140326892
Account Title COUNTY OF CABARRUS OFFICE OF TREASURER PAYROLL	
Organization Type	Tax ID Number 566000281
Authorized Signature(s)	
Name/Title	Signature
1. Elizabeth F. Poole / Chairman Board of County Commissioners	
2. Ann M. Wilson / Finance Director	
3.	
4.	
5.	
6.	

Date Opened 04/12/2011	Date Revised 09/17/2012	Reason
Cost Center Number 8000271	Officer Number UNSP22	ID
Work Phone Number	Prepared By Stefanie R Pitts	Maintenance Type <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Change

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It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the above signed as the authorized agent(s) of the Depositor hereby acknowledge(s) receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained.

Check Appropriate Box

- Individual / Sole Proprietor C Corporation S Corporation Partnership Trust/Estate
- Limited Liability Company
- Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____
- Other (See Instructions.) _____
- Exempt Payee

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

- 566000281** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued), **and**
- The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding, **and**
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Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

Signature of U.S. Person _____ Date _____



Business Account Signature Card

Region Number 064	Account Number 1000140326884
Account Title COUNTY OF CABARRUS OFFICE OF TREASURER GENERAL OPERATING	
Organization Type	Tax ID Number 566000281
Authorized Signature(s)	
Name/Title	Signature
1. Elizabeth F. Poole / Chairman Board of County Commissioners	
2. Ann M. Wilson / Finance Director	
3.	
4.	
5.	
6.	

Date Opened 04/12/2011	Date Revised 09/17/2012	Reason
Cost Center Number 8000271	Officer Number UNSP22	ID
Work Phone Number	Prepared By Stefanie R Pitts	Maintenance Type <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Change

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It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the above signed as the authorized agent(s) of the Depositor hereby acknowledge(s) receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained.

Check Appropriate Box

- Individual / Sole Proprietor C Corporation S Corporation Partnership Trust/Estate
- Limited Liability Company
- Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____
- Other (See Instructions.) _____
- Exempt Payee

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

- 566000281566000281** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued), **and**
- The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding, **and**
- The depositor is a U.S. citizen or other U.S. person (defined in the instructions).

Certification Instructions. You must cross out item **2** above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

Signature of U.S. Person _____ Date _____



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Consent Agenda

SUBJECT:

County Manager - New Cingular Wireless Lease for Mt. Pleasant Communication Tower

BRIEF SUMMARY:

New Cingular Wireless (as AT & T) currently leases space on the Mt. Pleasant Communications Tower and wishes to renew that lease. They will lease space for \$1565.73 per month for a term of 5 years.

REQUESTED ACTION:

Motion to adopt resolution enabling Cabarrus County to lease co-location space on communications tower to New Cingular Wireless; and, authorize the County Manager to execute the documents subject to review and approval by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [Lease document](#)
 - [Notice Webpage](#)
 - [Notice](#)
 - [Resolution](#)
-

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the County of Cabarrus, a body politic and political subdivision of the State of North Carolina, having a mailing address of PO Box 525, Concord, NC 28026-0525 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 698 Walker Road, in the County of Cabarrus, State of North Carolina (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant:

- (i) approximately _____ square feet including the air space above such rooftop/basement/ground space for the placement of Tenant's Communication Facility as described on attached **Exhibit 1**;
- (ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");
- (iii) that certain space on the building's rooftop and/or façades, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and
- (iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, Connection Space are hereinafter collectively referred to as the "**Premises**."

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at

Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) Tenant shall have the right to extend the Term for one (1) successive five (5) year term (the "Renewal Term") on the same terms and conditions as set forth herein. However, the amount of rent is subject to augmentation at the end of the original term and must be mutually agreed upon by County and Tenant before the renewal term may begin. Tenant must notify County of its intention to seek the renewal term no less than sixty (60) days before the end of the initial lease term. Upon agreement by both Parties as to the augmented rental amount, a written modification to this Agreement shall be executed by authorized representatives of both Parties and shall set forth the augmented rental amount and any additional mutually agreed upon modifications to the Agreement. This Agreement shall be extended by the length of time identified in the written modification, but in no case shall this Agreement be extended more than five (5) years from the end of the initial lease term, nor shall this Agreement be effective for more than ten (10) total years.

(c) The Initial Term and any Extension Terms, are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing in the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance One Thousand Five Hundred Sixty-Five and 73/100 Dollars (\$1,565.73) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In the event Tenant elects to renew the Term of this Agreement for an additional five (5) years per the terms of Paragraph 3, above, the amount of augmentation of the Base Rent must be determined and agreed upon in writing prior to the commencement of the renewal term. Failure of the parties to mutually agree upon the increase shall result in an increase in the Base Rent, determined solely by the County, and based upon the percent of increase in the Consumer Price Index (CPI) over the previous term. The Consumer Price Index used shall be the Index published in the Consumer Price Index for All Urban Consumers, South Urban, Size B/C by the U. S. Bureau of Labor Statistics. Such increase shall apply to any and all dates between the date of expiration of the initial term of this Agreement and the date, if any, of such mutual agreement regarding augmentation of the Base Rent as the parties may reach, provided however, that should ninety (90) days elapse from the date of the expiration of the initial term with no mutual written agreement having been reached by the parties, the increase calculated by the County based upon the percent of increase in the CPI shall be deemed the amount of augmentation for the remainder of the Renewal Term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that the Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is thirty (30) days from the due date without further notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction, installation and/or operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material.

7. **INSURANCE.** Tenant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident, \$500,000 bodily injury by disease, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence
Umbrella	\$1,000,000 per occurrence

County shall be named as additional insured on General and Umbrella policy, and Tenant shall provide a Certificate of Insurance showing the County named as additional insured prior to the execution by County of this Agreement. Tenant shall also provide certificates of insurance for Workers' Compensation and Automobile policies, but are not required to name the County as additional insured. Tenant or Tenant's insurance carrier shall notify the County of any notification of cancellation or cancellation of insurance company immediately, but no later than thirty (30) days before the date of cancellation of the policy.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within sixty (60) days after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“**Access**”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant’s damages until Landlord cures such default. Landlord and Tenant agree that Tenant’s damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant’s request, Landlord shall execute additional letters during the Term.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant’s above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant’s reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant’s or a utility company’s request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. The rights and duties arising under this Agreement may not be sold, assigned or transferred without the written consent of the County. Tenant may not sublease the premises or any interest therein without the prior written consent of the County.

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to LANDLORD: County of Cabarrus
PO Box 525
Concord, NC 28026-0525
Attn: Capt. Phillip Patterson
Cabarrus
County Sheriff's Office
Communications Division
Fax: 704-920-3172

If to TENANT: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site: WND-074P0331
Fixed Asset #: 10132844
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: County Attorney
PO Box 707
Concord, NC 28026-0707
Fax: 704-920-2100

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site: WND-074P0331
Fixed Asset #: 10132844
1025 Lenox Pak Boulevard 5th Floor
Atlanta, GA 30319

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including all phone number(s)

18. Destruction or Condemnation. If the Property, Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to County no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises, at the County's sole discretion.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. Hold-Over. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration of the removal period of 120 days as set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and Tenant holds over in violation of Paragraph 13 and this Paragraph 24, then the rent from and after the date of the expiration of the removal period shall be increased to one hundred and fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 25b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are

incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

26. LANDLORD'S LIABILITY FOR MARKING AND LIGHTING STRUCTURE.

(a) Landlord represents, warrants and agrees that the Structure and the Property are and will remain during the term of this Agreement in compliance with all federal, state and local laws and regulations applicable to the Structure and the Property ("Legal Requirements"), including federal (including without limitation, Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC")), state and local marking, lighting, monitoring and any other regulatory obligations. Landlord's failure to comply with the foregoing obligations of this Section shall be a material default for which Tenant may terminate this Agreement immediately upon written notice to Landlord. Landlord further acknowledges that, to the extent such Legal Requirements are applicable, it is subject to forfeitures assessed by the FCC, the FAA and/or any state or local regulatory agencies for violations of such rules and requirements. Landlord shall forward to Tenant a written copy of any notices of violation/apparent liability or forfeitures in connection with its regulatory obligations referenced in this Section within five (5) business days of receipt.

(b) If the Structure is subject to the FAA/FCC antenna structure marking and lighting requirements, Landlord agrees (i) to allow Tenant to bridge into Landlord's automatic alarm system ("Alarm") which monitors the lighting of the Structure so as to permit a parallel alarm system and Tenant shall be permitted continuous access to make repairs and inspections to its bridge, or (ii) if Landlord currently does not have an Alarm, to cause to be installed such an Alarm which can accommodate a bridge-in by Tenant, at Landlord's cost and expense, and to allow Tenant, at Tenant's own cost and expense, to bridge into the Alarm and for Tenant to have continuous access to make repairs and inspections to its bridge. Landlord, at its own expense, shall be responsible for the monitoring and for maintaining the Alarm in good operating condition as required by any and all Legal Requirements. Tenant shall, at its own expense, be responsible for the maintenance and repair of its bridge.

(c) Nothing contained herein shall obligate Tenant to maintain Landlord's Alarm and Landlord acknowledges that it, and not Tenant, shall be solely liable and responsible for compliance with all such antenna structure marking and

lighting requirements. Furthermore, should Tenant be cited by any agency with regulatory authority over the Structure because the Structure is not in compliance, Tenant may terminate this Agreement immediately upon written notice to Landlord.

(d) If for any reason, Landlord fails to maintain any required marking and/or lighting on the Structure, and Tenant has reason to believe that the Structure is not in compliance with the applicable regulations, Landlord acknowledges and agrees that Tenant may (i) notify Landlord, any Landlord site management company and the FCC thereof; and (ii) notwithstanding any other provision of this Agreement, take immediate corrective action to ensure that the Structure is brought into compliance and deduct the cost of such corrective action from any monies due to Landlord from Tenant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

LANDLORD:
County of Cabarrus

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name:
Its:

By: _____
Print Name:
Its:

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Structure Lease Agreement dated _____, 201 __, by and between County of Cabarrus, a body politic and political subdivision of the State of North Carolina, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

Lease Area Sketch or Survey:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

Exhibit 24(b)

Prepared by, and after recording

Return to:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004
Attn: Network Real Estate Administration

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

Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company

Legal Description: _____ (abbreviated legal)
Official legal description attached as Exhibit 1

Assessor's Tax Parcel ID #:

True Consideration Paid Does not apply Tax Mailing Address: No change.

Cell Site #: WND-074P0331 Fixed Asset #: 10132844

State: North Carolina County: Cabarrus

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into, effective on the latest signature date below, by and between County of Cabarrus, a body politic and political subdivision of the State of North Carolina, having a mailing address of PO Box 525, Concord, NC 28026-0525 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 201__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date, with one (1) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement,

Exhibit 24(b)

all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year written below.

LANDLORD:
County of Cabarrus

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name:
Its:
Date:

By: _____
Print Name:
Its:
Date:

Prepared by:
Black Dot Wireless
27271 Las Ramblas, Suite 200
Mission Viejo, CA 92691

Exhibit 24(b)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

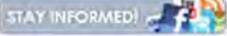
to the Structure Lease Agreement dated _____, 201__, by and between County of Cabarrus, a body politic and political subdivision of the State of North Carolina, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

Lease Area Sketch or Survey:

Exhibit 24(b)



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Public Notices

Board of Commissioners Public Hearing Notices - 6:30 pm

Notice Subject	Meeting Date	Posted Date
HOME Program	8/20/2012	8/7/2012
TEXT2012-00001-Proposed Changes to the Cabarrus County Zoning Ordinance	7/16/2012	7/3/2012
Coming Economic Development Grant	7/2/2012	6/19/2012
Proposed Cabarrus County Budget for Fiscal Year 2013	6/18/2012	5/8/2012
Rural Operating Assistance Program (ROAP) Funding	6/18/2012	6/5/2012
Coming Economic Development Grant	6/18/2012	6/6/2012
Coming Economic Development Grant	4/16/2012	4/3/2012
Farmland Protection Plan	2/20/2012	2/7/2012
HOME Investment Partnership Program	1/17/2012	1/4/2012
Elderly and Disabled Grant Program	1/17/2012	1/4/2012
Job Access and Reverse Commute (JARC) Grant	1/17/2012	1/4/2012
Community Transportation Program	1/17/2012	1/4/2012
Schedule of Values	9/19/2011	8/16/2011
Road Renaming Petition	9/19/2011	9/7/2011
Rezoning Appeal	9/19/2011	9/7/2011

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Public Notices

Notice Subject	Meeting Date	Posted Date
Mt. Pleasant High School Communications Tower Lease <small>NEW</small>	9/17/2012	8/21/2012
Advertisement for Upset Bids Sale of County Property (Old Bethel School Property)	8/27/2012	8/17/2012
Advertisement for Sealed Bids Sale of County Property (Old Bethel School Property)	8/17/2012	8/7/2012
Advertisement for Sealed Bids Sale of County Property (Old Bethel School Property)	8/16/2012	8/6/2012
Advertisement for Sealed Bids Sale of County Property (Old Bethel School Property)	8/6/2012	7/27/2012
Board of Commissioners Notice of Special Meeting	8/1/2012	7/24/2012
Advertisement for Sealed Bids Sale of County Property (Old Bethel School Property)	7/27/2012	7/17/2012
Advertisement for Sealed Bids Sale of County Property (Old Bethel School Property)	6/29/2012	6/1/2012
Mt. Pleasant High School Communications Tower Lease	5/21/2012	5/8/2012
Solid Waste Management Plan 3-Year Update	5/15/2012	5/1/2012

1 2

Planning & Zoning Commission Public Hearing Notices - 7 pm

Notice Subject	Meeting Date	Posted Date
Rezoning Request: Applicant - Larry Wallace Engines	3/13/2012	4/9/2012
Conditional Use Permit Request by WSACC	9/11/2012	8/16/2012

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PUBLIC NOTICE
LEASE OF COUNTY PROPERTY

The Board of Commissioners of Cabarrus County intends to enter into a nonexclusive site lease for communications equipment space on the Mt. Pleasant High School communications tower owned by the County.

The County intends to lease space on the tower and access to it to New Cingular Wireless PCS, LLC for a term of five years. In consideration of the lease, New Cingular Wireless PCS, LLC will pay to the County a monthly rent of \$1,565.73 during the lease term.

All persons interested in this lease are invited to attend the meeting of the Board of Commissioners to be held in the Commissioners Chambers, Cabarrus County Governmental Center, 65 Church Street, Concord, North Carolina, at 6:30 p.m., on Monday, September 17, 2012. At that time the Board intends to authorize the lease of the property described above.

Posted August 21, 2012



RESOLUTION APPROVING LEASING PROPERTY

WHEREAS, Cabarrus County owns a communication tower adjacent to Mt. Pleasant High School in Mt. Pleasant, North Carolina with co-location space available for wireless communications providers;

WHEREAS, the Board of Commissioners finds that such co-location space is surplus to the County's needs; and

WHEREAS, the County and New Cingular Wireless PCS, LLC. have agreed upon a lease under which New Cingular Wireless PCS, LLC will lease space on the County communications tower for a term of five years, beginning September, 2012; and

WHEREAS, in consideration of leasing such space, New Cingular Wireless PCS, LLC. has agreed to pay monthly rent of \$1565.73; and

WHEREAS, North Carolina General Statutes § 160A-272 authorizes the County to enter into leases of up to 10 years upon resolution of the Board of Commissioners adopted at a regular meeting after 10 days public notice;

WHEREAS, the required notice has been published and the Board of Commissioners is convened in a regular meeting.

THEREFORE, THE CABARRUS COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

The Board of Commissioners hereby approves a nonexclusive lease of the County property described above to New Cingular Wireless PCS, LLC. for five years and directs the County Manager to execute any instruments necessary to effectuate the lease.

Adopted this the 17th day of September, 2012.

Elizabeth F. Poole, Chairman
Board of Commissioners

ATTEST:

G. Kay Honeycutt
Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**SEPTEMBER 17, 2012
6:30 P.M.**

AGENDA CATEGORY:

New Business

SUBJECT:

Finance - Qualified School Construction Bonds (QSCB) Reallocation Request for Kannapolis City Schools - \$446,200

BRIEF SUMMARY:

The Kannapolis City School Finance staff are requesting reallocations totaling \$446,200. Decreases are being requested for the following projects that came in under budget or are being canceled: A L Brown Lighting (\$257,900), Forest Park HVAC (\$69,800), Fred L Wilson HVAC (\$43,500), AL Brown Parking Lot (\$25,000), and Forest Park Parking Lot (\$50,000). Increases due to bids coming in over budget are being requested for the following projects: Kannapolis Intermediate HVAC \$213,675, A L Brown Chiller \$1,225, Woodrow Wilson HVAC \$56,960, Jackson Park HVAC \$80,100 and Kannapolis Intermediate Roof \$94,240. The Kannapolis City School Board approved the changes on June 11, 2012.

REQUESTED ACTION:

Motion to approve/disapprove the QSCB reallocation various projects totaling \$446,200 for various Kannapolis City School projects.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Will Crabtree, Director of Business Operations, Kannapolis City Schools

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

BUDGET AMENDMENT:

Date: 8/24/2012 **Amount:** \$446,200

Dept. Head: Susan Fearrington **Department:** Finance - QSCB

Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

Purpose:

This budget amendment reallocates QSCB funds for several Kannapolis City School projects. Some projects came in over budget and some came in under budget. Several projects have been cancelled and the funds will be used for the projects that came in over budget.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
36797407-9821-MEP	Build & Reno- MEP-ALB	\$404,300.00		\$257,900.00	\$146,400.00
36797401-9821-MEP	Build & Reno- MEP-FPK	\$75,000.00		\$69,800.00	\$5,200.00
36797406-9821-MEP	Build & Reno- MEP-FLW	\$50,000.00		\$43,500.00	\$6,500.00
36797407-9821-GEN	Build & Reno- GEN-ALB	\$90,000.00		\$25,000.00	\$65,000.00
36797401-9821-GEN	Build & Reno- GEN-FPK	\$50,000.00		\$50,000.00	\$0.00
36797402-9821-MEP	Build & Reno- MEP-KIS	\$1,500,000.00	\$213,675.00		\$1,713,675.00
36797407-9821-GEN	Build & Reno- GEN-ALB	\$65,000.00	\$1,225.00		\$66,225.00
36797412-9821-MEP	Build & Reno-MEP-WW	\$90,000.00	\$56,960.00		\$146,960.00
36797411-9821-MEP	Build & Reno-MEP-JPK	\$75,000.00	\$80,100.00		\$155,100.00
36797402-9821-RR	Build & Reno-RR-KIS	\$1,200,000.00	\$94,240.00		\$1,294,240.00
	Total	\$3,599,300.00	\$446,200.00	\$446,200.00	\$3,599,300.00

ATTACHMENTS

- [Reallocation Request](#)
- [KCS QSCB Reallocation Budget Amendment](#)

**Kannapolis City School
QSCB Reallocation Request**

	Engineer	Contractor	Contingency
KIS Roof	\$ 175,400.00	\$ 1,114,500.00	\$ 4,340.00
KIS HVAC	\$ 123,675.00	\$ 1,500,000.00	\$ 90,000.00
ALB Lighting	\$ 35,200.00	\$ 111,200.00	\$ -
ALB Chiller	\$ 4,225.00	\$ 62,000.00	\$ -
Forest Park HVAC	\$ 5,200.00	\$ -	\$ -
Woodrow Wilson HVAC	\$ 6,500.00	\$ 140,460.00	\$ -
Jackson Park HVAC	\$ 5,200.00	\$ 149,900.00	\$ -
Fred L. Wilson HVAC	\$ 6,500.00	\$ -	\$ -
	\$ 361,900.00	\$ 3,078,060.00	\$ 94,340.00
Total Budget			

ALB Lighting	\$ 404,300.00	
Less	\$ 257,900.00	To adjust budget to actual cost
New ALB Lighting Budget	\$ 146,400.00	
Forest Park HVAC	\$ 75,000.00	
Less	\$ 69,800.00	Could not do project due to budget
New FP HVAC Budget	\$ 5,200.00	
Fred L. Wilson HVAC	\$ 50,000.00	
Less	\$ 43,500.00	Could not do project due to budget
FLW HVAC Budget	\$ 6,500.00	
A.L. Brown Parking Lot	\$ 25,000.00	
Less	\$ 25,000.00	Could not do project due to budget
New ALB Parking Lot Budget	\$ -	
Forest Park Parking Lot	\$ 50,000.00	
Less	\$ 50,000.00	Could not do project due to budget
FP Parking Lot Budget	\$ -	
Total Less Adjustments	\$ 446,200.00	
KIS HVAC	\$ 1,500,000.00	
Add	\$ 213,675.00	Increase budget due to higher bids
KIS HVAC Budget	\$ 1,713,675.00	
ALB Chiller	\$ 65,000.00	
Add	\$ 1,225.00	Increase budget due to higher bids

ALB Chiller Budget	\$	66,225.00	
Woodrow Wilson HVAC	\$	90,000.00	
Add	\$	56,960.00	Increase budget due to higher bids
WW HVAC Budget	\$	146,960.00	
Jackson Park HVAC	\$	75,000.00	
Add	\$	80,100.00	Increase budget due to higher bids
JP HVAC Budget	\$	155,100.00	
KIS Roof	\$	1,200,000.00	
Add	\$	94,240.00	Increase budget due to higher bids
KIS Roof Budget	\$	1,294,240.00	
Total Add Adjustments	\$	446,200.00	

Total	
\$	1,294,240.00
\$	1,713,675.00
\$	146,400.00
\$	66,225.00
\$	5,200.00
\$	146,960.00
\$	155,100.00
\$	6,500.00
\$	3,534,300.00
\$	3,534,300.00
\$	-

Cabarrus County Budget Amendment Request

Date: 8/24/2012

Amount: \$446,200.00

Dept. Head: Susan Fearrington

Department: Finance - QSCB

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Purpose:

This budget amendment reallocates QSCB funds for several Kannapolis City School projects. Some projects came in over budget and some came in under budget. Several projects have been cancelled and the funds will be used for the projects that came in over budget.

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36797406-9821-MEP	Build & Reno- MEP-FLW	\$50,000.00		\$43,500.00	\$6,500.00
36797407-9821-GEN	Build & Reno- GEN-ALB	\$90,000.00		\$25,000.00	\$65,000.00
36797401-9821-GEN	Build & Reno- GEN-FPK	\$50,000.00		\$50,000.00	\$0.00
36797402-9821-MEP	Build & Reno- MEP-KIS	\$1,500,000.00	\$213,675.00		\$1,713,675.00
36797407-9821-GEN	Build & Reno- GEN-ALB	\$65,000.00	\$1,225.00		\$66,225.00
36797412-9821-MEP	Build & Reno-MEP-VVW	\$90,000.00	\$56,960.00		\$146,960.00
36797411-9821-MEP	Build & Reno-MEP-JPK	\$75,000.00	\$80,100.00		\$155,100.00
36797402-9821-RR	Build & Reno-RR-KIS	\$1,200,000.00	\$94,240.00		\$1,294,240.00
	Total	\$3,599,300.00	\$446,200.00	\$446,200.00	\$3,599,300.00

Budget Officer

- Approved
- Denied

County Manager

- Approved
- Denied

Board of Commissioners

- Approved
- Denied

Signature

Signature

Signature

Attachment number 2



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

New Business

SUBJECT:

County Manager - Discussion of One Time Projects to be Funded by Excess Fund Balance

BRIEF SUMMARY:

Attached are requests that have been provided by RCCC, Kannapolis City Schools and the County for the recommendation of projects that can be completed by one time funding. The Board discussed this option during one of the budget meeting for FY 2013. At this time, Cabarrus County Schools has not prepared their final list. The Board will be provided the amount of funds that are available for these projects at the work session. The calculation have not been finalized at the time the agenda was prepared.

The Board reviewed the proposed projects during the work session and several were selected for funding.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Pamela S. Dubois, Deputy County Manager/Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

BUDGET AMENDMENT:

Cabarrus County Budget Amendment Request

Date:

Amount:

Dept. Head:

Department:

""Internal Transfer Within Department ""Transfer Between Departments/Funds þSupplemental Request

Purpose:

To appropriate Fund balance for one-time projects approved by the BOC on 9/4/12.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00191810-942001	Telecommunications	\$494,496.00	\$92,000.00		\$586,496.00
00191810-9342-COU...	Minor Technology	\$0.00	\$30,000.00		\$30,000.00
00197210-9702-HVAC	KCS-HVAC	\$0.00	\$387,500.00		\$387,500.00

00197210-9862-KANN	Technology- KANN	\$0.00	\$542,450.00	\$542,450.00
00161710-6901	Fund Balance approp	\$2,056,178.00	\$1,051,950.00	\$3,108,128.00

ATTACHMENTS

- [List of Selected Projects](#)
 - [RCCC](#)
 - [Kannapolis City Schools](#)
 - [Cabarrus County](#)
-

Board selected projects for one time funding, September 4, 2012:

Cabarrus County		
MCNC Fiber Construction		92,000
Courtroom Upgrades		30,000
	Subtotal	122,000
Kannapolis City Schools		
Desktop virtualization project		400,000
Fred L. Wilson HVAC controls		207,500
Forest Park HVAC controls		180,000
Core Switch upgrades		80,000
24 IPADS for students - Forest Park Elem		13,200
4 smart boards - Kannapolis Intermediate/New Class rooms		4,600
50 IPADS for staff - AL Brown		27,500
5 Network Printers - AL Brown		10,000
13 IPADS for students - McKnight Pre K		7,150
	Subtotal	929,950
	Total	1,051,950

RCCC - one time project funding request

1 Building 4000 \$ 10,800,000
Build a 60,000 square foot building with three levels for classrooms, computer rooms, vocational labs, workshops, instructional and administrative offices, and the Central Engineering Plant for the Campus. estimated construction cost of \$180 per square for (FY2013 values)

2 Land and Roadway into Stanly Works \$ 1,700,000
RCCC believes a western access tying into the Stanley Works entrance road off of HWY 73 would be a very efficient route and would improve access to several properties in the area. This route would be approximately 3000 linear feet and require a 50 foot right of way. Purchase of 3.5 acres for a total cost of \$350,000 and estimating to construct the 3000 linear feet of standard width two-lane roadway at \$450/LF would be \$1,350,000 (FY 2013 values)

Kannapolis City Schools - one time project funding list

Ranl Projects		Seats Added	A/E	Construction Contingency	Furn & Equip Technology	Total
1	Kannapolis City Schools Desktop Virtualization projects				400,000	400,000
2	Intermediate School	1,000	1,288,410	18,000,000	1,574,722	20,863,132
3	Renovation of current Intermediate School into Elem	-	224,532	1,000,000	125,000	1,349,532
4	Kannapolis Middle School Wing Additions	200	80,000	800,000	200,000	1,080,000
5	Fred L. Wilson HVAC controls	-	7,500	200,000		207,500
6	Forest park HVAC Controls	-	5,000	175,000		180,000
7	AL Brown Parking Lot	-	25,000	85,000		110,000
8	Forest Park Parking Lot	-	25,000	85,000		110,000
9	Fred L. Wilson Interior Renovation	-	30,000	300,000		330,000
10	Aruba Maintenance Agreement (System)	-			10,000	10,000
11	Core Switch Upgrades	-			80,000	80,000
12	Jackson Park Gym Addition	-	100,000	1,200,000	75,000	1,375,000
13	Woodrow Wilson Gym Addition	-	100,000	1,200,000	75,000	1,375,000
14	McKnight Child Development Center	200	300,000	3,000,000	500,000	3,800,000
15	Fred L Wilson Driveway	-	25,000	150,000		175,000
16	Forest Park add Bathrooms	-	25,000	140,000		165,000
17	Woodrow Wilson Enclose Front	-	30,000	240,000		270,000
18	AL Brown High School Point and Tuck Brick/Gutter	-	-	160,000		160,000
19	Forest Park Elem Replace Carpet	-	-	130,000		130,000
20	Jackson Park Replace Carpet	-	-	120,000		120,000
21	AL Brown Field Facilities	-	100,000	1,000,000	60,000	1,160,000
22	AL Brown Generators	-	40,000	325,000		365,000

33,815,164

Other Technology Request from Annual Budget not funded

24 IPADS for students - Forest Park Elem	13,200
4 Smart Boards - Kannapolis Intermediate / New Class Rooms	4,600
50 IPADS for Staff - AL Brown	27,500
5 Network Printers - AL Brown	10,000
13 IPADS for students - McKnight Pre K	7,150

*******Needed if VDI Project not funded*******

KMS laptops (64 units)	-	65,000	65,000
30 Desktop Cpmouters for Students - Forest Park Elem		25,500	25,500
30 Desktop Cpmouters for Students - Fred L Wilson Elem		25,500	25,500
55 Desktops Computers for Students - Shady Brook Elem		46,750	46,750
25 Desktop Computers for Students		21,250	21,250
4 Desktop Computers for Teachers - Kannapoli Intermediate / New Class Rooms		3,400	3,400
30 Laptops for students and staff - Forest Park Elem		22,000	22,000
20 Laptops for Students - Fred L Wilson Elem		22,000	22,000
		Total	231,400

Cabarrus County - one time project funding list

- 1 MCNC Fiber Construction \$ 92,000
This project will supply dark fiber between Human Services Building and the Government Center. This fiber will tie the county into MCNC's broadband technology opportunities Program (BTOP)

- 2 Courtroom Technology upgrades \$ 30,000
The superior court room #1 lacks microphones and audio amplification. Several of the district courtrooms need microphone upgrades. Video presentation ability in all court rooms is lacking. Expand the Public Wi-Fi available in the libraries to the Courthouse.

- 3 Senior Center up fit \$ 250,000
This project involves reallocating space within the facility to provide additional classroom and remove a wall to expand the exercise room in to a multi purpose space.

- 5 Overflow Parking Lot \$150,000
This project would gravel an overflow parking lot at Frank Liske Park
This project would not need to be funded if project 5 was selected in full.

- 4 Senior Center up fit/expansion \$ 700,000 estimated, needs Architect for final budget amount
This project involves the Senior Center unfit above plus the expansion of the facility to provide an additional 1000 square feet on the front of the building. An Architect will be required to validate the total amount of funds that will be needed for this project.

- 6 Multi-purpose Athletic Field Complex \$2,209,000
This project would provide 2 artificial surfaced multi-purpose athletic fields with lights and additional associated parking
This project could get possible funding support from the Cabarrus Visitors Bureau (CVB).



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

New Business

SUBJECT:

BOC - NCACC Solicitation of County Legislative Goals Proposals for FY 13-14

BRIEF SUMMARY:

Information from the Commissioners' Association concerning the submission of legislative goals for the FY 13-14 biennium is attached. Goals received on or before September 17 will be referred to the appropriate NCACC steering committee for review and consideration. Goals submitted after this date will be sent directly to the Legislative Goals Committee for review.

REQUESTED ACTION:

Consider submitted for FY 13-14 biennium.

Note: Proposed goals must be submitted in one of the formats identified in the packet.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kay Honeycutt, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [2012-2013 Goals](#)
 - [2012 Legislative Goals](#)
 - [2011 Legislative Goals](#)
 - [Packet from NCACC](#)
-

2012 - 2013
Board of Commissioners
Legislative Goals

1. Request Federal and State legislatures to stop passing on unfunded mandated programs to local governments.
2. Schools - Return North Carolina Lottery revenues to the schools' operating and capital improvement budgets. Return to original allotment structure and funding levels.
3. Board of Elections –
 - a. Allow for the creation of larger voting districts.
 - b. Allow county to reduce amount of operational voting precincts.
 - c. Continue to permit Early and One Stop voting programs.
4. Require/permit state administrative offices to provide “sales tax” information when requested by counties/cities for their budgeting purposes.
5. Allow local public health departments/alliances to create and collect fees for restaurant inspections.
6. Oppose collective bargaining programs for local government employees.
7. Oppose shift of NCDOT (N.C. Department of Transportation) responsibilities to the counties.
8. Support the State’s Pilot Project to Benefit Local Farmers and Lower Income Households.
9. Maintain Medicaid funding at current levels.
10. Reinstate sales tax exemption for public schools.
11. Study the impact to local government finances of exempting nonprofits from the requirement of paying property taxes and review possible payment in lieu of taxes requirements.
12. Address current unfunded mandates (DSS, Schools, Jail, etc.) by providing additional funding, or additional funding sources.
13. Review the use of local government incentives in business recruitment, in particular, the practice of local governments bidding against each other for projects.
14. Change NC Rural Center's grant/loan award criteria to more closely match the USDA Rural Development aid requirements (specifically, remove the prohibition against aid to municipalities in Tier 3 counties).
15. Authorize local option revenue sources already given to any other jurisdiction.
16. Revise current tier structure for counties to become more equitable with respect to the recruitment of and expansion of jobs within North Carolina.
17. Protect Soil & Water Conservation grants and/or funding streams.

Cabarrus County Board of Commissioners' Legislative Goals - 2012

1. Request Federal and State legislatures to stop passing on unfunded mandated programs to local governments.
2. Schools- Return North Carolina Lottery revenues to the schools' operating and capital improvement budgets. Return to original allotment structure and funding levels.
3. Board of Elections –
 - a. Allow for the creation of larger voting districts.
 - b. Allow county to reduce amount of operational voting precincts.
 - c. Continue to permit Early and One Stop voting programs.
4. Require/permit state administrative offices to provide “sales tax” information when requested by counties/cities for their budgeting purposes.
5. Allow local public health departments/alliances to create and collect fees for restaurant inspections.
6. Oppose collective bargaining programs for local government employees.
7. Oppose shift of NCDOT (N.C. Department of Transportation) responsibilities to the counties.
8. Support the State's Pilot Project to Benefit Local Farmers and Lower Income Households.
9. Support the State taking over Motor Vehicle Registration and Tax Collection processes.
10. Maintain funding for Home and Community Care Block Grant services.
11. Maintain funding for Senior Centers.
12. Maintain funding for the Title V – Seniors Community Services Employment Program.
13. Maintain Medicaid funding at current levels.
14. Maintain funding for the Recreation Trails Program (RTP) by supporting MAP-21.
15. Maintain funding for the Park & Recreation Trust Fund.
16. To receive state funding to provide guardianship services as required under Chapter 35A of the North Carolina General Statutes.

Cabarrus County Board of Commissioners' Legislative Goals - 2011

1. Amend NCGS 14-399 to allow regulation of delivery of unsolicited telephone books
2. Reinstate sales tax exemption for public schools
3. Study the impact to local government finances of exempting nonprofits from the requirement of paying property taxes and review possible payment in lieu of taxes requirements.
4. Address unfunded mandates (DSS, Schools, Jail, etc.) by providing additional funding, or additional funding sources.
5. Review the use of local government incentives in business recruitment, in particular, the practice of local governments bidding against each other for projects.
6. Change NC Rural Center's grant/loan award criteria to more closely match the USDA Rural Development aid requirements (specifically, remove the prohibition against aid to municipalities in Tier 3 counties).
7. NCACC's top five priority goals and policy statements



Memorandum

To: County Board Chairs, County Commissioners, County Managers, Clerks and Affiliate Organization Presidents

From: David F. Thompson, Executive Director

Date: July 13, 2012

Subject: NCACC Solicitation of County Legislative Goals Proposals for 2013-14

The time is here for us to begin our legislative goals development process for the 2013-14 biennium. We are inviting counties to submit their legislative proposals to the Association. Our goals development process is open, inclusive and deliberative. It is designed to give all 100 counties a voice in developing our legislative agenda.

This Association is the only organization in the state that truly represents all the citizens of North Carolina. For each biennial session of the General Assembly, counties submit legislative proposals, and commissioners from across the state review and recommend them to our members. Legislators know and appreciate that all 100 counties have the opportunity to be involved in our process.

Receipt of your county's proposals is instrumental to our process. Attached is a form for submittal of 2013-14 legislative goals proposals, a legislative goals handbook that delineates NCACC's legislative goals process, and a list of the progress made on the 2011-12 legislative goals. Due to your efforts, many of our goals were achieved. Reviewing these issues may be helpful in contemplating new goals or revisiting ones that need further action.

When submitting your goals, please keep in mind the following:

- Complete the accompanying goal proposal form.
- Goals may be submitted in any of the following formats: a resolution approved by the Board of Commissioners, a letter from the Chairman of the Board on behalf of the entire board, or by letter from an affiliate organization.
- Proposed goals received on or before Sept. 17 will be referred to the appropriate steering committee for review and consideration.
- Proposed goals received after Sept. 17 will be sent directly to the Legislative Goals Committee for review.

As referenced above, this packet includes the 2012 NCACC Legislative Goals Handbook. This handbook contains information about the rules, procedures and guidelines for the legislative goals adoption process. Please note the following schedule for your planning purposes.

Legislative goals development timeline

- Sept. 17, 2012 Goals submission deadline
- September - October Steering committees review goals
- November Legislative Goals Committee meets
- December Board of Directors reviews and finalizes recommendations
- Jan. 24-25, 2013 Legislative Goals Conference, membership approval of goals

If you have any questions, please do not hesitate to contact me or Kevin Leonard, NCACC Deputy Director.



2013-14 biennium

LEGISLATIVE GOALS PROPOSAL FORM

All proposals due to NCACC by Sept. 17, 2012

Mail to NCACC, Attn.: Kevin Leonard, 215. N. Dawson St., Raleigh, NC 27603;
e-mail to ncacc@ncacc.org; or fax to (919) 733-1065

Attach one or more of the following to this form:

- An adopted resolution by the Board of Commissioners;
- A letter from the Board Chairman on behalf of the Board; and/or
- A letter from the president of an affiliate organization.
- Any other documentation or materials that support the proposed goal.

If you have questions, contact Kevin Leonard at (919) 715-4369 or kevin.leonard@ncacc.org.

Legislative Goals Timeline

Sept. 17: Deadline for submission of proposals

Sept. – Oct.: Steering committees review goals

November: Legislative Goals Committee reviews steering committee recommendations, approves package of goals for Board of Directors

December: Board of Directors finalizes package to be presented to full membership

Jan. 24-25, 2013: Membership adopts goals at Legislative Goals Conference

Date:

Name of county/affiliate organization:

Name and title of person submitting goal:

Phone:

E-mail:

Goal title:

Goal description (what is the problem being addressed?):

County staff contact if other than submitter:

Select Steering Committee(s)

You may choose more than one

Agriculture

Environment

Human Services

Intergovernmental Relations

Justice and Public Safety

Public Education

Tax and Finance



LEGISLATIVE GOALS HANDBOOK

FALL 2012

SECOND EDITION

THE NCACC LEGISLATIVE GOALS PROCESS

Mission Statement

The Association's Legislative Goals process is thoughtful, deliberative, inclusive and fair. The investment of time and energy, and value of full discourse, strengthens our Association as we navigate the legislative currents. The process is designed to create an informed grassroots organization and to build a cohesiveness of purpose within the organization that, in turn, grants a degree of credibility to the Association that is unique. All counties and all county officials are invited and encouraged to participate in the Legislative Goals process.

CONTENTS

This handbook is intended to offer the reader an overview and guidance about the rules and processes used to develop the legislative agenda of the North Carolina Association of County Commissioners. Information is presented in a format that tracks the chronological course of action for the goals adoption process.

Page 6	Background & 2012-13 Timeline
Page 7	Stage 1 - Seeking Goal Proposals
Page 8	Stage 2 - Steering Committee Review
Page 10	Stage 3 - Legislative Goals Committee
Page 11	Stage 4 - Board of Directors Consideration
Page 12	Stage 5 - Legislative Goals Conference
Page 14	Guidance Outside of Legislative Goals Process

Background and 2013-14 Adopted Timeline

Every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners engages in a process to determine the legislative goals it should seek in the best interest of the counties. The process is thorough, deliberative, and time intensive. It is designed to allow for input from as many county commissioners and other county officials as possible. By maximizing participation from so many of the organization's members, it is possible to reach agreement on goals that are important to all members of this diverse organization.

The NCACC goals-setting process begins in July of each even-numbered year and consists of five stages. These stages are described in detail in this handbook.

Below is the recommended timeline for the 2013-14 legislative goals process:

Legislative Goals Process Timeline	
When	What
September 17 th	Submission of county goal proposals deadline
September - October	Steering committees review goals
November	Legislative Goals Committee reviews steering committee recommendations, approves package of goals for Board of Directors
December	Board of Directors finalizes package to be presented to full membership
January 24-25, 2013	Membership adopts goals at Legislative Goals Conference

Stage 1 - Seeking Proposed Goals (July - September)

The Association's goals-setting process begins with an effort to elicit proposals that members think should be part of the county legislative "package" for the upcoming legislative biennium. Through CountyLines, e-mail communications and other means, the Association solicits proposals from county boards of commissioners. Suggested goals can be submitted via adopted resolutions from full boards, from the Board Chairmen via letter on behalf of the full boards, and from the fifteen affiliate and related organizations (which are groups of county officials/staff organized by function) via a letter from those organizations' presidents.

Presently, the following organizations are included as Affiliate and Related organizations:

Affiliates

- Association of North Carolina Boards of Health
- Human Resources Directors' Association of North Carolina Counties
- N.C. Association of Assessing Officers
- N.C. Association of County Boards of Social Services
- N.C. Association of County Attorneys
- N.C. Association of County Clerks to the Board
- N.C. Association of County Directors of Social Services
- N.C. Association of County Finance Officers
- N.C. Association of Emergency Medical Services Administrators (NCAEMSA)
- N.C. Association of Local Health Directors
- N.C. Association of Registers of Deeds
- N.C. Tax Collectors' Association

Related Organizations

- Joint Regional Forum
- N.C. City/County Managers Association
- N.C. Association of County Department of Social Services Attorneys

The Association intentionally casts a wide net to encourage inclusiveness and full membership participation. Discussion and action on proposed goals by full boards of commissioners is requested because this interaction contributes to the deliberative process and builds consensus.

Counties are provided a form on which to submit proposed goals. This streamlines the internal processing of proposals. Forms can be requested by contacting the Association office or can be accessed on the NCACC website at www.ncacc.org. A sample form is included in the Appendix of this handbook.

Stage 2 - Steering Committee Review (September – October)

The Steering Committee Review is the first step in our legislative goals development process. The Association has seven Steering Committees, organized by subject matter. These are permanent, standing committees. Membership on the Steering Committees is open to any county official – elected, appointed or administrative; chairs are appointed by the Association President following each annual conference. The Steering Committees are:

- Agriculture
- Environment
- Health and Human Services
- Intergovernmental Relations
- Justice and Public Safety
- Public Education
- Taxation and Finance

Proposed goals are sorted according to subject matter by NCACC staff and referred to the appropriate Steering Committees for review. Steering Committees may hear from county officials who submit goal proposals and also may review staff research and analysis. The participation of county staff on Steering Committees provides professional expertise that is critically important as a “reality check” when Steering Committees deliberate the practicality of proposals, discuss how proposals could or should be modified, consider how they align with other proposals, and suggest revisions to better meet the needs of the county “family.” Though staff expertise is critical, particularly at this early stage, as the goal-setting process moves forward, it is increasingly controlled by elected county commissioners.

During the goal setting process the steering committee members are asked to make specific recommendations or actions about each submitted goal. The committee actions include, but are not limited to:

- Favorable – A goal is approved to send to the Legislative Goals Committee for further discussion and consideration.
- Amend – The committee may revise or amend a proposal.
- Unfavorable – The committee declines to send the goal forward.
- Forward Without Prejudice – The Committee has no opinion on the proposal, but wants the Legislative Goals Committee to consider it.
- Needs Further Study – The Committee has insufficient information to make an informed decision and requests that the sponsors either do further research or bring back answers to particular questions at a later date.

In addition to considering proposed goals submitted by counties and partner organizations, the Steering Committees review goals from the previous legislative session to determine whether they are still relevant and should be continued. The committees are also empowered to develop their own suggested goals when needed. Each committee submits its proposed goals to the Legislative Goals Committee.

Policy Statement Review

The Steering Committees also review the Association's subject area Policy Statements. The Policy Statements are general declarations of ongoing positions that give guidance on broad policy objectives, such as "no mandates without funding." These statements also guide the staff in dealing with unanticipated issues that arise in the legislative context or that affect the counties in other ways, as with proposed administrative rules and regulations or state agency policies.

Because the Steering Committees are ongoing and have broad member participation, they are a critical first step in the Legislative Goals development process. The committees meet quarterly and are available to review legislation during the legislative session; they are used to guide unanticipated legislative action and to recommend any actions that might be advisable to the NCACC Board of Directors for formal consideration and action. This issue is described in greater detail in a later section included in this handbook.

Stage 3 - Legislative Goals Committee (November)

The Legislative Goals Committee is a non-standing committee. It is newly appointed every two years and meets as needed. Members are selected to assure balance with respect to political affiliation, county population, race, gender and other demographic characteristics. Two co-chairs, a Republican and a Democrat, are appointed by the NCACC Association President to lead the Legislative Goals Committee.

The members of the Legislative Goals Committee traditionally include:

- Each Steering Committee Chair (appointed by the President)
- Affiliate organization representatives (the president of the affiliate organization)
- A Joint Regional Forum representative
- An elected commissioner from each of the Association's 18 districts
- Other members as appointed by the President.

The Legislative Goals Committee reviews the recommendations of the Steering Committees. Steering Committee chairs present their committee's recommendations. The county officials who want to advocate their proposals are allowed to make presentations to the Legislative Goals Committee. The committee also reviews research and analysis related to the proposals.

The goals development timeframe requires that the Legislative Goals Committee hold its meetings during the busiest political season of the year for counties. The process always takes place during an election year for counties, and the campaign season is always underway when the Legislative Goals Committee and Steering Committees are deliberating their proposals. While this may be inconvenient, it is necessary. It is also beneficial to the process, in that critical issues are often in front of the public and commissioners.

The Legislative Goals Committee may narrow the list of proposals; it also reconciles conflicts or overlaps between steering committee recommendations, and prioritizes its recommendations. The proposals are then submitted to Board of Directors for consideration.

Stage 4 - Board of Directors (December)

As the Association's goal-setting process moves forward, the elected county commissioners become more and more involved in the decision-making process. The Board of Directors is almost exclusively elected commissioners, with the one exception of a non-voting county manager.

At its December meeting, the Board reviews the recommendations of the Legislative Goals Committee. As at earlier stages of the process, the Board may hear presentations, review research and analysis, add, delete or amend proposals and policy statements.

The Board gives final approval to the package of proposals and policy statements that are to be voted on by the full membership at the Legislative Goals Conference in January. By taking this action in December, the individual county boards of commissioners have time and opportunity for a full review prior to the conference.

Stage 5 - Legislative Goals Conference (Jan. 24-25)

The final stage of the Association's Legislative Goals process is the Legislative Goals Conference, to which all Association members are invited. Historically, more than 85 counties are represented, exemplifying an outstanding degree of interest and participation. The conference is spread over a day and a half, assuring time for thorough discussion, deliberation and debate. In recognition of the need to involve newly elected commissioners in the process, the Board appoints a Screening Committee to receive any new proposals that have not been through the development process by this stage. This process is discussed in greater detail below.

The goals conference is conducted according to rules designed to encourage participation, to provide a balance between inclusiveness and respect for the process and efforts of the committees and the Board up to this point. The conference begins with a pre-lunch nonvoting discussion of the proposed goals. This allows commissioners not previously involved in the deliberations, particularly newly elected commissioners, to improve their understanding of the issues.

Voting Process

- Every member county appoints a voting delegate to the conference.
- Every county in attendance has one vote. The voting delegate can be any county official, including non-elected officials, and a county may choose an alternate. No proxies are allowed.
- Goals are presented by steering committee subject category. Upon motion of any voting delegate, a proposal can be set aside for detailed discussion.
- Majority votes are required to approve or alter the proposed goals.

Screening Committee Process

The Association has a Screening Committee process to allow for consideration of newly proposed goals or proposals previously presented but not approved. The Screening Committee is composed of the Legislative Goals Committee chairs and the seven Steering Committee chairs. The Screening Committee meets at the end of the first day of the conference to review and hear presentations on any newly submitted proposals.

The rules under which the Screening Committee operates are designed to provide for fair consideration of new or previously unsuccessful ideas.

Rules for the Screening Committee process are as follows:

- Any new or previous goal proposal must be submitted to the committee by 1 p.m. on the first day of the conference.

- Goals approved and recommended by the Screening Committee are brought to the floor for consideration by the voting delegates on the second day of the conference. A majority vote of the delegates is required for approval.
- Any proposal not approved by the Screening Committee can only be brought to the floor for consideration upon a vote of two-thirds of the number of voting delegates present at 2 p.m. on the first day of the conference. This requirement recognizes that by the end of the second day, voting delegates may leave, and it protects the members from having their goals process circumvented by what could be a relatively small number of delegates.
- The Screening Committee has the authority to request a Steering Committee to give further study to newly proposed ideas. Any Steering Committee recommendations that derive from this kind of study can be presented to the Board of Directors for consideration at a later date.

Conclusion

All goals and policies receiving a favorable report at the Legislative Goals Conference are included in the official final NCACC Legislative Goals package. The official document containing the organization's goals and policy statements shall be mailed to all 100 counties and presented to each member of the North Carolina General Assembly, to the Governor, and to other executive branch leaders.

Guidance Outside of Legislative Goals Process

Throughout the legislative biennium, new issues will arise that were not anticipated or considered during the organization's legislative goals process. The Association Steering Committees have the authority and responsibility to study new issues, to research and analyze the effect or implications of proposed legislation, and to make recommendations to the Board of Directors. Any such action is communicated on a regular basis to the Association members through the web-site, through CountyLines, and through other means as needed.

Upon recommendation of the co-chairs of the Legislative Goals Committee, the committee may meet between the legislative long and short sessions, to review goal progress and make suggestions to the Board of Directors related to goal priorities, especially given an ever-changing legislative environment.

Appendix



2013-14 biennium

LEGISLATIVE GOALS PROPOSAL FORM

All proposals due to NCACC by, Sept. 17, 2012

Mail to NCACC, Attn.: Kevin Leonard, 215. N. Dawson St., Raleigh, NC 27603;
e-mail to ncacc@ncacc.org; or fax to (919) 733-1065

Attach one or more of the following to this form:

- An adopted resolution by the Board of Commissioners;
- A letter from the Board Chairman on behalf of the Board; and/or
- A letter from the president of an affiliate organization.
- Any other documentation or materials that support the proposed goal.

If you have questions, contact Kevin Leonard at (919) 715-4369 or kevin.leonard@ncacc.org.

Date:	
Name of county/affiliate organization:	
Name and title of person submitting goal:	
Phone:	E-mail:
Goal title:	
Goal description (what is the problem being addressed?):	
County staff contact if other than submitter:	

Legislative Goals Timeline

Sept. 17: Deadline for submission of proposals

Sept. – Oct.: Steering committees review goals

November: Legislative Goals Committee reviews steering committee recommendations, approves package of goals for Board of Directors

December: Board of Directors finalizes package to be presented to full membership

Jan. 24-25, 2013: Membership adopts goals at Legislative Goals Conference

Select Steering Committee(s)

You may choose more than one

- Agriculture
- Environment
- Human Services
- Intergovernmental Relations
- Justice and Public Safety
- Public Education
- Tax and Finance



215 NORTH DAWSON STREET
RALEIGH, NORTH CAROLINA 27603

919-715-2893

WWW.NCACC.ORG



This document provides a summary status report of the county legislative goals adopted in the 2011-12 biennium. Goals are presented by steering committee area, with the following symbols depicting each goal's progress:



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

Counties are encouraged to use this progress report when considering what legislative goals should be submitted as a part of NCACC's legislative goals process for the 2013-14 Legislative Biennium.

NCACC staff will provide a thorough review and discussion of these goals during the steering committee legislative goals review process. County members are invited to join a steering committee, with steering committee meetings to be scheduled in September and October, 2012.

Priority Goals

1.  **Oppose shift of state transportation responsibilities to counties** – Oppose legislation to shift the state's responsibility for funding transportation construction and maintenance projects to counties.
2.  **Reinstate ADM and lottery funds for school construction** – Seek legislation to fully reinstate the Average Daily Membership funds and Lottery proceeds to the Public School Building Capital Fund.
3.  **Ensure adequate mental health funding**
 - Seek legislation to ensure adequate capacity of state-funded acute psychiatric beds.
 - Oppose legislation to close state-funded beds until there is adequate capacity statewide.
 - Seek legislation to maintain the existing levels of state funding for community mental health services.
4.  **Preserve the existing local revenue base.**
5.  **Authorize local revenue options** – Seek legislation to allow all counties to enact by resolution or, at the option of the Board of Commissioners, by voter referendum any or all revenue options from among those that have been authorized for any other county.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

Agriculture

1.  **Support conservation of working lands and farmland preservation** - Support legislation to promote and preserve working farmlands by including these lands in the state tourism plan, by retaining the current authority for the present use value system, by maintaining funding for the Ag Development and Farmland Preservation Trust, and by authorizing counties to implement transfer of development rights.
2.  **Fund agricultural resource and extension services** - Support legislation to increase ag research and extension services and maintain existing research stations at current levels.
3.  **Support Sustainable Local Food Advisory Council recommendations** - Support legislation to implement the Sustainable Local Food Advisory Council's recommendations including a prohibition against municipal involuntary annexation or regulation of farm or forestry activities within a voluntary agricultural district or conservation district and support state funding to maintain and enhance the North Carolina Transition Network.
4.  **Maximize availability of adoptable animals** - Seek legislation to increase adoption opportunities for county animal control facilities by clarifying ownership proof and increasing shelter director discretion.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

Environment

1.  **Enhance river basin monitoring and streamline rule-making** - Enhance monitoring for all river basins in North Carolina and review the rule-making process to enhance regional cooperation.
2.  **Streamline water supply reservoir permitting** - Seek legislation to streamline local water supply reservoir permitting without sacrificing the scientific rigor of Environmental Impact Assessment and ensure adequate opportunities for public and local official comment.
3.  **Authorize county oversight of bio-solids disposal** - Support legislation to authorize counties to regulate, but not prohibit, bio-solids application activities, including the acceptable "classes" of bio-solids for application and the prohibition of bio-solids application in certain environmentally sensitive areas.
4.  **Clarify yard waste facility runoff statutes** - Seek legislation to clarify that runoff from yard waste staging areas at county landfills does not require wastewater treatment.
5.  **Create study commission on horizontal drilling, hydraulic fracturing and uranium mining** - Seek legislation to create a Study Commission on horizontal drilling and hydraulic fracturing for shale gas deposits and uranium mining.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

Health and Human Services

1. **Ensure adequate mental health funding**
 - Seek legislation to ensure adequate capacity of state-funded acute psychiatric beds.
 - Oppose legislation to close state-funded beds until there is adequate capacity statewide.
 - Seek legislation to maintain the existing levels of state funding for community mental health services.
2. **Retain state aid to counties** - Seek legislation to retain the State Aid to Counties to maintain federal matching funds.
3. **Allow county flexibility to organize local human services**
 - Seek legislation to allow counties to organize human services based on community need, including the removal of the population threshold in 153A-77.
 - Oppose legislation that would mandate consolidation of social services functions.
4. **Maintain childcare subsidy funds and allocate to counties**
 - Seek legislation to allocate all childcare subsidy funding directly to counties.
 - Oppose legislation that would reduce childcare subsidy funding.
5. **Maintain TANF funds to counties** - Seek legislation to maintain existing levels of county TANF funding to support and fund county DSS programs.
6. **Maintain childcare subsidy administration** - Seek legislation to maintain the Child Care Subsidy Administration funding at 5 percent.
7. **Increase state/county special assistance residency requirements** - Seek legislation to increase the number of days to establish residency for Special Assistance from 90 to 180 days, except for persons who have entered the state to be supported by a close relative.
8. **Require back-up generators for adult-care homes** - Seek legislation to require all new adult-care homes to have back-up generators prior to receiving certificates of occupancy and require all existing adult-care homes to be equipped with back-up generators within three years.
9. **Expedite NCFAST automation and policy simplification** - Seek legislation to expedite the implementation of NC FAST and ensure automation builds on program and policy simplification and includes interface protocols.
10. **Retain "electing" counties' financial incentives** - Seek legislation to retain financial incentives for counties to be "electing" counties.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

Intergovernmental Relations

1.  **Oppose shift of state transportation responsibilities to counties** - Oppose legislation to shift the state's responsibility for funding transportation construction and maintenance projects to counties.
2.  **Modernize annexation laws** - Seek legislation modernizing annexation laws.
3.  **Oppose collective bargaining for public employees** - Oppose legislation to authorize local governments to enter into collective bargaining agreements with public employees, or to mandate dues check-off programs.
4.  **Implement combined motor vehicle registration and property tax collection system** - Seek legislation to ensure that the combined motor vehicle registration and property tax collection system is implemented within the statutory deadline.
5.  **Protect local control of ABC system** - Seek legislation to protect local control of the local ABC system including all local revenue streams generated through local ABC store operations.
6.  **Authorize counties to offer broadband through partnership or direct service** - Seek legislation to authorize counties to provide high-speed internet through direct county service or public-private partnerships.
7.  **Eliminate second primary and run-off elections** - Seek legislation to eliminate second primary and run-off elections.
8.  **Authorize electronic notice of public hearings and other legal notices** - Seek legislation to provide counties with options for notice of public hearings, notice of delinquent taxpayers, and other legal notices, through electronic means.
9.  **Repeal public employee personnel record changes** - Repeal HB 961. Seek legislation that will better clarify issues regarding privacy of public employee personnel records and release of other public records.
10.  **Protect privacy of citizen email notification and distribution lists** - Seek legislation to protect the privacy of email notification and distribution lists of citizens who have requested electronic communication with their local governments.
11.  **Modernize public records retention** - Seek legislation to modernize public records retention to permit records storage in digital format.
12.  **Support Rural Transportation Planning Organizations (RPOs)** - Support legislation to maintain the funding for rural transportation planning organizations (RPOs).
13.  **Reform workers' compensation** - Support legislation to reform North Carolina's workers' compensation system to reduce disability findings and open-ended streams of payment, to address the trend in favor of long-term disability findings, to diminish control over these findings on the part of claimants and their legal representatives, and to curtail adoption of rules that limit return-to-work efforts.



14.  **Oppose contributory negligence tort reform** - Oppose tort reform legislation that would overburden county budgetary constraints, unfairly shift fault to counties, or increase demand for court facilities.
15.  **Promote utilization of 911 centers by protecting confidentiality** - Seek legislation to promote the reporting of criminal activity by protecting the confidentiality of callers by using either transcripts or voice-altered recordings to prevent recognition and to make appropriate amendments to public records laws.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

Justice and Public Safety



1. **Protect county jail system**

- Seek legislation to protect the fiscal viability of the county jail system by reinstating the reimbursement rate for state inmates housed in county jails and increasing the reimbursement rate for state inmates awaiting post-trial prison transfer.
- Oppose legislation to increase time counties are mandated to house state misdemeanants.



2. **Improve inmate medical care cost containment** - Seek legislation that would authorize medical care providers to charge the state and counties no more than the rates set in the Medicaid or Medicare schedule of charges for inmate medical care.



3. **Maintain funding for gang prevention and adolescent substance abuse prevention, intervention and treatment programs.**



4. **Allow court facility fee flexibility** - Seek legislation to allow counties to collect additional fees to support specialty courts and help fund capital, operational and other needs associated with increasing demands on our judicial system.



5. **Authorize inmate electronic monitoring cost reimbursement** - Seek legislation to authorize counties to seek reimbursement from defendants for electronic monitoring, based on ability to pay.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

Public Education

1.  **Reinstate ADM and lottery funds for school construction** - Seek legislation to fully reinstate the Average Daily Membership funds and Lottery proceeds to the Public School Building Capital Fund.
2.  **Authorize county use of lottery funds for technology** - Seek legislation to authorize counties to use lottery funds to address school technology needs.
3.  **Increase high school graduation rates** - Support legislation that encourages students to complete their high school education by recognizing alternative graduation methods and by excluding from the definition of dropouts those youth enrolled in high school equivalency programs at community colleges.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

Tax and Finance

1. **Preserve the existing local revenue base .**
2. **Authorize local revenue options** - Seek legislation to allow all counties to enact by resolution or, at the option of the Board of Commissioners, by voter referendum any or all revenue options from among those that have been authorized for any other county.
3. **Recover costs through in rem foreclosure fee** - Seek legislation to increase the reimbursement rate for in rem foreclosure collection efforts to recover actual costs, including legal expenses.
4. **Set property tax relief application deadline at June 1** - Seek legislation to establish June 1 as the statutory deadline for exemption, deferment and other property tax relief applications.
5. **Clarify centralized listing and assessing of cellular and cable companies** - Seek legislation to implement the central listing and assessment of cellular and cable companies.
6. **Clarify definition of charity eligible for property tax relief** - Seek legislation to clarify the definition of charity and set a cap amount for hospitals, facilities financed through Medical Care Commission bonds, and continuing care facilities, and require that any property valuation exclusion formula provide for a higher test of charity.
7. **Allow hospital authority access to setoff debt collection** - Seek legislation to authorize hospital authorities to participate in the setoff debt collection program.
8. **Require sales tax reported at zip+4** - Seek legislation to require that large vendors report sales tax by the 9-digit zip code.
9. **Simplify register of deeds fees** - Support legislation to require that all real estate recording fees charged by the Register of Deeds be set at appropriate flat rates, with a single rate paid to a single state agency, provided that implementation of this legislation not reduce any revenues to any county.
10. **Standardize local vehicle fees** - Seek legislation to require that all local vehicle fees be adopted at the time the tax rate is adopted and impose the fees on all registered and unregistered vehicles.
11. **Allow solid waste authority access to setoff debt collection** - Seek legislation to authorize solid waste authorities to participate in the setoff debt collection program.
12. **Manufactured home taxes paid before transfer** - Seek legislation to require that all taxes levied on manufactured homes be paid before the home may be moved, repossessed or sold on site.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Appointments to Boards and Committees

SUBJECT:

Appointment (Removals) - Council for a Sustainable Local Economy (CSLE)

BRIEF SUMMARY:

Phil Carter and Jimmy Morrison recently resigned from the Council due to time constraints.

REQUESTED ACTION:

Motion to remove Phil Carter and Jimmy Morrison and their associated positions from the roster; and thank them for their service.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Shannon Johnson, Planning and Development

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

[Roster](#)

COUNCIL FOR A SUSTAINABLE LOCAL ECONOMY

15 Members

Francis Koster*
1012 Westlake Drive
Kannapolis, NC 28081

APPOINTMENT: 03/19/12
(unexpired term)
TERM EXPIRING: 12/31/12

Ronald Long
P.O. Box 1221
Harrisburg, NC 28075

APPOINTMENT: 10/17/11
(unexpired term)
TERM EXPIRING: 12/31/12

Phil Carter
3975 Hwy 24-28 East
Midland, NC 28107

APPOINTMENT: 03/21/11
TERM EXPIRING: 12/31/12

Heath Ritchie
230 Eastover Drive SE
Concord, NC 28025

APPOINTMENT: 03/19/12
(unexpired term)
TERM EXPIRING: 12/31/12

Jimmy Morrison
1195 Old Charlotte Road
Concord, NC 28027

APPOINTMENT: 03/21/11
TERM EXPIRING: 12/31/12

Rod Townley
9911 Spring Harvest Drive
Mint Hill, NC 28227

APPOINTMENT: 03/21/11
TERM EXPIRING: 12/31/12

William Robert Higbee
552 Weyburn Drive NW
Concord, NC 28027

APPOINTMENT: 03/21/11
TERM EXPIRING: 12/31/12

Debra Medlin
510 New Castle Court
Concord, NC 28025

APPOINTMENT: 03/19/12
(unexpired term)
TERM EXPIRING: 12/31/13

Joshua Knipp
335 Valley Brook Lane
Concord, NC 28025

APPOINTMENT: 10/17/11
(unexpired term)
TERM EXPIRING: 12/31/13

Lori Clay
104 Washington Lane
Concord, NC 28025

APPOINTMENT: 03/21/11
TERM EXPIRING: 12/31/13

Jerry Weikle
3914 Longwood Drive SW
Concord, NC 28027

APPOINTMENT: 03/19/12
(unexpired term)
TERM EXPIRING: 12/31/13

Chris Pinto
4981 St. Stephens Church Road
Gold Hill, NC 28071

APPOINTMENT: 03/21/11
TERM EXPIRING: 12/31/13

James Fulton
42 Hillcrest Avenue SE
Concord, NC 28025

APPOINTMENT: 08/15/11
TERM EXPIRING: 12/31/13

Wayne King
789 Courtney Street
Concord, NC 28025

APPOINTMENT: 08/15/11
TERM EXPIRING: 12/31/12

Sam Leder
805 McGregor Drive NE
Concord, NC 28025

APPOINTMENT: 08/15/11
TERM EXPIRING: 12/31/12

Note: The Board of Commissioners changed the terms to end on December 31 on March 19, 2012.

*Francis Koster was granted an exception to the "residency" provision of the Appointment Policy at the May 21, 2012 BOC Meeting.

Note: On May 21, 2012, the Board of Commissioners approved the reduction of the CSLE membership to 13 through attrition.



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Appointments to Boards and Committees

SUBJECT:

Appointments (Removal) - Juvenile Crime Prevention Council (JCPC)

BRIEF SUMMARY:

Due to a resignation, the removal to the membership of the JCPC (Juvenile Crime Prevention Council) of Terry Triplett (Police Chief/Designee) is requested. Mr. Triplett has served on the JCPC since December 2003.

REQUESTED ACTION:

Motion to remove Terry Triplett (Police Chief/Designee) from the JCPC roster and thank him for his many years of service.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Kay Honeycutt, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

[Resignation Letter](#)



KANNAPOLIS

P O L I C E

Juvenile Crime Prevention Council
ATT: Chair Carolyn Carpenter

10/20/12

Carol,

This letter is to inform the Council of my resignation from the Council with an effective date of September 28th, 2012.

Our department is in the process of identifying another individual to represent the Chief and the department on the Council. The application for this individual is forthcoming.

It has been my pleasure to have served on this council for the past six years. Please convey my sincere thanks for have know and worked with such an outstanding group of individuals.



TERRY W. TRIPLETT

Kannapolis Police Department



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Appointments to Boards and Committees

SUBJECT:

Appointments - Cardinal Innovations Healthcare Solutions

BRIEF SUMMARY:

Pursuant to Resolution No. 2012-08, three (3) appointments to the Community Oversight Board are required as follows: a Commission member or designee, a consumer or family member and a citizen or stakeholder.

An application was received from Redella Hedrick and her appointment to fill the "consumer or family member" position is recommended.

Further, an appointment to fill the "Commission member/designee" position is requested.

REQUESTED ACTION:

Motion to appoint Redella Hedrick to the Cardinal Innovations Healthcare Solutions' Community Oversight Board as the "consumer or family member" position for a 3-year term ending July 31, 2015.

Motion to appoint Commissioner Measmer to the Cardinal Innovations Healthcare Solutions' Community Oversight Board as the "Commission member/designee" position for a 3-year term ending July 31, 2015.

Motion to appoint Bob Carruth to the Cardinal Innovations Healthcare Solutions' Community Oversight Board as the "citizen/stakeholder" position for a 3-year term ending July 31, 2015.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Kay Honeycutt, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [Roster](#)
 - [Applications on File](#)
 - [Application - Hedrick](#)
-

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS
COMMUNITY OVERSIGHT BOARD

3-Year Terms

3 Members - Alamance County
3 Members - Cabarrus County
3 Members - Caswell County
3 Members - Chatham County
3 Members - Davidson County
3 Members - Franklin County
3 Members - Granville County
3 Members - Halifax County
3 Members - Orange County
3 Members - Person County
3 Members - Rowan County
3 Members - Stanly County
3 Members - Union County
3 Members - Vance County
3 Members - Warren County

CABARRUS COUNTY

(Commission Member/Designee) APPOINTMENT:
TERM ENDING: 07/31/2015

(Consumer/Family Member) APPOINTMENT:
TERM ENDING: 07/31/2015

(Citizen/Stakeholder) APPOINTMENT:
TERM ENDING: 07/31/2015

One (1) Member from Local Consumer & Family Advisory Committee

(Chair/Elected Member) APPOINTMENT:
TERM ENDING: 07/31/2015

Note: Joint resolution 2012-08 adopted May 21, 2012, effective July 1, 2012.

Membership of the Community Oversight Boards will include three (3) members from each County, appointed by each County's Board of Commissioners, and will include a County Commissioner or designee, a consumer or family member, and another citizen or stakeholder.

**CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS
COMMUNITY OVERSIGHT BOARD**

Applications on File

August 28, 2012

Redella Hedrick

P.O. Box 7157

Concord, NC 28026



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Reports

SUBJECT:

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

BRIEF SUMMARY:

This time is allotted during regular meetings to receive updates from Commission members that serve as liaisons to local municipalities or that serve on various boards/committees, if needed. This opportunity allows the Board as a whole to learn more about what is going on with the boards each Commissioner is individually involved with.

REQUESTED ACTION:

Receive updates and discuss as needed.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Kay Honeycutt, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Reports

SUBJECT:

Request for Applications for County Boards/Committees

BRIEF SUMMARY:

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

Adult Care Home Community Advisory Committee - 5 *Vacancies*

Animal Protection and Preservation Advisory Committee - 8 *Positions with Expired/Expiring Terms & 1 Vacant Position*

Cardinal Innovations Healthcare Solutions - Community Oversight Board - 2 *Vacant Positions*

Concord Planning and Zoning Commission (ETJ) - 1 *Vacant Position*

Harrisburg Fire Advisory Board - 2 *Positions with Expired Terms*

Industrial Facilities and Pollution Control Financing Authority - 2 *Vacant Positions*

Juvenile Crime Prevention Council - 2 *Vacant Positions*

Nursing Home Community Advisory Committee - 5 *Vacant Positions*

Region F Aging Advisory Committee - 1 *Position with Expired Term*

Transportation Advisory Board - 2 *Vacant Positions*

Youth Council - 5 *Vacant Positions with Expired/Expiring Terms*

A description of each board/committee is attached along with an application for appointment. For more information, contact the Clerk at 704-920-2109 or go to <http://www.cabarruscounty.us/government/departments/commissioners/boards-committees/Pages/default.aspx>

REQUESTED ACTION:

Review the aforementioned list of County Boards/Committees for the benefit of the viewing audience and encourage citizens to participate.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Kay Honeycutt, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

- [Vacancies](#)
 - [Concord ETJ Map](#)
 - [Harrisburg ETJ Map](#)
 - [Application](#)
 - [Youth Council Application](#)
-

CABARRUS COUNTY

BOARDS, COMMITTEES, COMMISSIONS AND AUTHORITIES

The Cabarrus County Board of Commissioners makes appointments to a number of boards, committees, commissions and authorities. All citizens of Cabarrus County are encouraged to volunteer to serve on these boards/committees. To obtain an application for appointment or for more information, please contact Kay Honeycutt, Clerk to the Board, at the Governmental Center, 65 Church Street, SE, Concord, or call (704) 920-2109. The application may also be downloaded from the County's website at www.cabarruscounty.us.

A listing of the boards/committees is as follows:

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

This committee seeks to maintain the intent of the Adult Care Home Residents Bill of Rights and to promote community involvement with the homes (homes for the aged, family care homes and homes for developmentally disabled adults). Members cannot be employed by an adult care home nor have any financial interest, directly or indirectly, in an adult care home. Immediate family of an adult care home resident in Cabarrus County cannot serve on the committee. Initial appointment is for a term of one year with successive appointments of three-year terms.

ANIMAL PRESERVATION & PROTECTION ADVISORY COMMITTEE

The committee's purposes are outlined as follows: (1) Review current operations of Cabarrus County Animal Control; (2) Provide educational materials in several languages to the Cabarrus County residents on Spay/Neuter, proper feeding, housing and healthcare for pets; (3) Establish a protocol for the availability for low cost spaying and neutering of pets belonging to indigent residents of Cabarrus County. Members serve two-year terms.

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS - Community Oversight Board

By resolution as a result of new legislation, the Boards of County Commissioners of Alamance, Cabarrus, Caswell, Chatham, Davidson, Franklin, Granville, Halifax, Orange, Person, Rowan, Stanly, Union, Vance and Warren Counties agreed to be served by a single Area Authority operating as a Managed Care Organization with a governance structure that will function under existing law, as well as under the new governance legislation. It is in the interest of the public health and welfare to create an Area Authority to operate North Carolina's 1915(b)/(c) Medicaid Waiver as a Managed Care Organization and to manage all public resources that may become available for mental health, intellectual and developmental disabilities, and substance abuse services, including federal block

grant funds, federal funding for Medicaid and Health Choice, and all other public funding sources. The Community Oversight Board (COB) is part of Cardinal Innovations Healthcare Solutions' governance structure. The COB consists of three (3) members from each County, appointed by each County's Board of Commissioners, and will include a County Commissioner or designee, a consumer or family member, and another citizen or stakeholder; and one (1) member from the Local Consumer and Family Advisory Committee, either the Chair or other elected official. Appointments are for terms of three years.

CONCORD PLANNING AND ZONING COMMISSION

The Commission guides, reviews and regulates land developments within and around the boundaries of the City of Concord. The County Commissioners appoint one member who resides in Concord's extraterritorial jurisdiction area for a term of three years.

HARRISBURG FIRE ADVISORY BOARD

The Harrisburg Fire Advisory Board advises the Town Council, Town Administrator and the Fire Chief on matters of policy, administration and operations. The board tracks the progress of the Harrisburg Fire Department's key objectives as outlined in the annual report, reviews the Department's By-Laws on an annual basis, and recommends changes to the Town Council for final approval.

INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY

This authority provides for the issuance of revenue bonds to aid in financing (1) industrial and manufacturing facilities which provide job opportunities or better ways to help alleviate unemployment and raise below-average manufacturing wages and (2) pollution control facilities for industries. The 7-member authority meets as needed. Appointments are for terms of six years.

JUVENILE CRIME PREVENTION COUNCIL

The council plans for the needs of adjudicated and at-risk youth and assesses the need for delinquency treatment and prevention services in Cabarrus County. The 25-member council is made up of a variety of judicial and public agency representatives as well as seven at-large members. Appointments are for terms of two years.

NURSING HOME COMMUNITY ADVISORY COMMITTEE

This committee seeks to maintain the intent of the Nursing Home Residents Bill of Rights for those persons residing in nursing homes, works to ensure appropriate conditions within the nursing homes and promotes community involvement with those homes. Members cannot be employed by a nursing home nor have any financial interest, directly or indirectly, in a nursing home. Also, no immediate family of a nursing home resident in Cabarrus County can serve on the committee. Initial appointments are made for terms of one year with successive appointments of three years.

REGION F AGING ADVISORY COMMITTEE

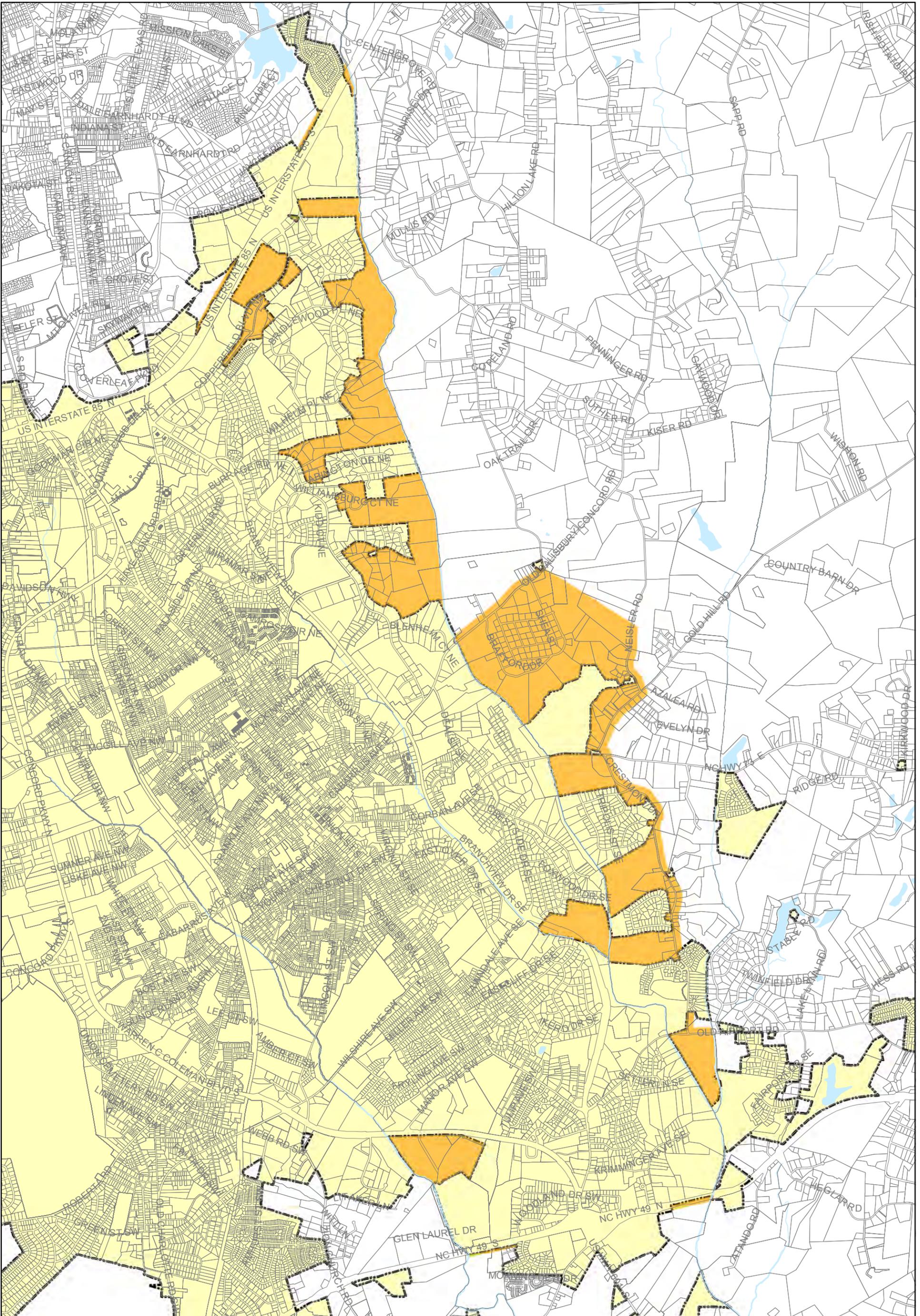
This committee advises the Centralina Council of Governments (COG) staff and COG Board on area plans for the aging within the nine-county region. County Commissioners appoint three members and one alternate to the 26-member regional committee. The appointments are for terms of two years except for the alternate appointment, which is a one-year term.

TRANSPORTATION ADVISORY BOARD

This board works to advance coordination between the County and human service agencies, to monitor transportation services and to advise the Board on issues related to human service transportation policy matters. Members include representatives from the Department of Social Services, Cabarrus Health Alliance, Department of Aging, Cabarrus EMS, L.I.F.E. Center, Cabarrus Workshop, Healthy Cabarrus, Head Start, Piedmont Behavioral Healthcare and a representative of the visually impaired in the county.

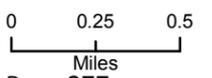
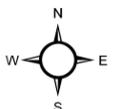
YOUTH COUNCIL

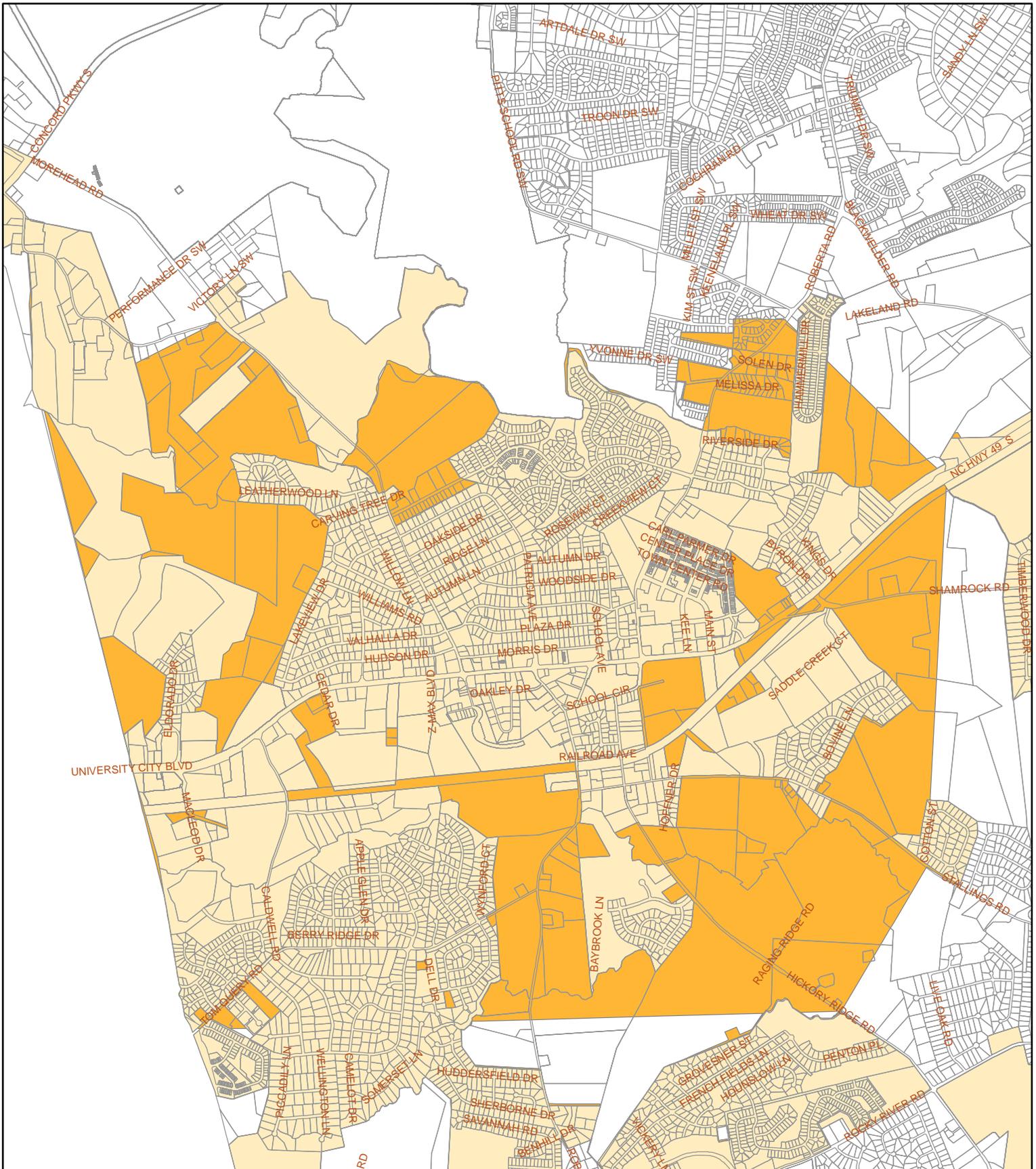
The purpose of the Youth Council is to provide teens in the community an opportunity to be active citizens. Through experiences and education, youth will be empowered in the community. The Youth Council will expose teens to county government, allow teens an opportunity to discuss issues, and interact with county commissioners and employees through youth-adult partnerships.



**City of Concord
Extraterritorial Jurisdiction (ETJ)**

- ETJ
- City of Concord
- Parcels
- Rivers
- Lakes & Ponds



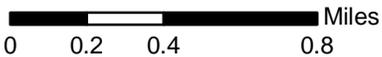


Legend

-  Tax Parcels
-  Harrisburg Municipal Limits
-  Harrisburg ETJ Boundary



**Town of Harrisburg, NC
ETJ Boundary**



Cabarrus County shall not be held liable for any errors in these data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning Services, June 2009.

Attachment number 3

Office Use Only
DATE RECEIVED:

Application for Appointment to Cabarrus County Advisory Boards and Committees

The Cabarrus County Board of Commissioners believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the County's various advisory boards. If you wish to be considered for appointment to an advisory board, please complete the information below and return it to the CLERK TO THE BOARD OF COMMISSIONERS, P. O. BOX 707, CONCORD, NC 28026-0707, Fax (704) 920-2820. For more information about the various boards, you may contact the Clerk at (704) 920-2109.

Advisory Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. _____
2. _____
3. _____

Name: _____

Home Address: _____

Mailing Address (if different): _____

City / State / ZIP: _____

Resident of Cabarrus County: Yes No

Telephone: Home: _____ Work: _____

Cell: _____ Fax: _____

Email Address: _____

Occupation: _____

Business Address: _____

City / State / Zip: _____

Do You Have a N. C. Driver's License? Yes No Age (optional): _____

Number hours available per month for this position: _____

Best time of day/or days available: _____

- over -

Educational Background: _____

Business and Civic Experience: _____

Areas of Interest / Skills: _____

Other County Boards / Committees / Commissions presently serving on: _____
 _____ Term Expiration Date: _____

Have you ever been charged with and / or convicted of a criminal offense? _____ If so, please explain _____

References

List three persons who are not related to you and who have definite knowledge of your qualifications and fitness for the position for which you are applying.

Name	Business / Occupation	Address	Telephone

I understand that this application will be kept on active file for two years and I hereby authorize Cabarrus County to verify all information included in this application. I further understand this application is subject to the N. C. Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards and committees are subject to the N. C. Open Meetings Law (NCGS 143-318.10).

_____ Date

_____ Signature of the Applicant

**Cabarrus County Youth Council
Application**

Full Name: _____ M ____ F (check one)

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone (home): (____) _____ (cell): (____) _____

E-mail: _____ Date of Birth: _____

Name(s) of Parents or Guardians: _____

High School: _____ Grade: _____

Cumulative High School GPA: _____ Year of Expected Graduation: _____

School groups/clubs/activities in which you participate: _____

List other activities you have been involved in through church, clubs, community, etc. _____

What interests you about being a member of the Youth Council? _____

What do you hope to accomplish though being a member of the Youth Council? What do you hope to learn?

Are you available for evening meetings? _____

References:

Name: _____ Phone: _____

Relationship to you: _____

Name: _____ Phone: _____

Relationship to you: _____

Applicant Signature: _____ Date: _____

Parent/Guardian Signature: _____

Please return this application in person or via mail to:

Kay Honeycutt
Clerk to the Board
Cabarrus County
P.O. Box 707
Concord, NC 28026-0707
Fax: 704-920-2820
gkhoneycutt@cabarruscounty.us





CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Reports

SUBJECT:

Community Advisory Committees (CAC) - 2011 Annual Report

BRIEF SUMMARY:

The 2011 Annual Report from the Adult Care and Nursing Home Committees is provided for the Board's review.

REQUESTED ACTION:

Receive report for informational purposes. No further action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kay Honeycutt, Clerk to the Board
Laurie Abounader, Regional Ombudsman

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

ATTACHMENTS

[2011 Annual Report](#)

- e. Team Leaders Karen Pensgen and Karen Gabbert have talked with perspective volunteers who have inquired about serving on the CAC to educate prospective volunteers and offer a realistic perspective of the duties expected from this challenging work.
- f. Assisted in outreach efforts at CMC-Northeast Hospital to publicize World Elder Abuse Awareness Day 2011.

Community Involvement by the Committees

- a. Both the NH CAC and ACH CAC now have a sufficient number of volunteers to meet required duties.
- b. Hours volunteered in 2011:
 - NH Committee – 280 hours (estimated)
 - ACH Committee – 520 hours (estimated)
- c. Committees provided residents with a voice that focused on and promoted resident rights
- d. Quarterly visits presented Committees with opportunities to socialize with residents who need additional outside contact
- e. Both the ACH CAC and the NH CAC conducted friendly and activity visits to their assigned homes exceeding the minimum program requirements. Additional visits allowed the volunteers to build rapport with residents and staff and to increase their visibility and efficacy
- f. Team Leader Karen Pensgen agreed to serve as a mentor to student-intern Jinitza Stevenson, who was able to serve a one-year term and use her experience to meet her degree requirements.
- g. Volunteers, along with the CAAA, planned and hosted the 11th Annual Cabarrus County Resident Rights Luncheon in October. Over 180 residents, volunteers and local officials attended the luncheon. The City of Concord Police Color Guard was invited to present the colors. Residents stood and applauded; veteran residents were honored.
- h. The Regional Ombudsman Program and CACs enjoyed the collaboration with Cabarrus Caring Hearts to collect donated toiletries to fill goodie bags which were given to the residents at the Residents Rights Celebration. We are indebted to Ms. Kay Honeycutt for her assistance with this endeavor. Extra goodie bags were hand-delivered by CAC members to some of the residents who couldn't attend the celebration.

Problems Encountered by the Committees

- Many residents do not receive any visitors at all, leaving residents lonely and isolated.
- Residents who receive Medicaid to pay for their care receive only \$30/month in a nursing home, and \$66/month in an adult care home. These meager funds are all residents have to pay for toiletries, a personal telephone or television, and even medications (in adult care homes).
- Cabarrus County has few options available for individuals who need dementia care.
- Residents are often hesitant to invoke their rights due to concerns of retaliation.

Committee Involvement in Grievance Resolutions

- a. Complaints about scheduled activities that do not actually occur.
- b. Complaints about unavailable or inadequate facility transportation.
- c. Complaints regarding call bells not answered promptly.
- d. Residents are often unwilling to divulge their name in the complaint resolution process. Therefore, most "grievances" expressed by residents/family were brought to the administrators' attention as a general expression of dissatisfaction and followed up by the CACs during subsequent visits.
- e. NH CAC has served as a sounding board for families, to empathize and then direct them to the correct staff person to get resolution to concerns.

Strengths of the Facilities in Cabarrus County

- a. Many facilities do a great job and residents regularly praise the staff for the care they receive.
- b. In 2011, many facilities continued to upgrade their buildings.
- c. Most facility administrators welcome and heed the observations and recommendations of the Committees.

Weaknesses of Facilities in Cabarrus County

- a. High staff turnover remains the most significant problem, which adversely impacts continuity of care.
- b. In 2011, Cabarrus Nursing Homes experienced high turnover at the Administrator position.
- c. Residents would benefit from more outside groups to visit and participate in activities.
- d. Resident groups need more opportunities for affordable group outings offered in the community.
- e. Access to dental care remains a chronic concern for many in NH and ACH residents.
- f. Lack of timely, appropriate notice and discharge planning when a resident moves out of the facilities.

Other comments

- a. Committees will plan for the 2012 Annual Resident Rights Luncheon in October.
- b. Volunteers attended quarterly training meetings with the Centralina AAA Regional Ombudsman as required. Many volunteers maintain excellent attendance at training meetings.
- c. Continue efforts to recruit/retain volunteers use local media to publicize volunteer opportunities.
- d. The committees and Centralina Ombudsman Program remain grateful for the work of the County in recruiting volunteers.

THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES AND THE DIVISION OF AGING AND ADULT SERVICES.

Prepared by Laurie Abounader, Regional Ombudsman, with input from members of both Community Advisory Committees.

--Date prepared: August 23, 2012--



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 17, 2012
6:30 P.M.

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Attorney-Client Privilege & Economic Development (If needed.)

BRIEF SUMMARY:

A closed session may be needed to consult with the County Attorney in order to preserve the attorney-client privilege and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body as authorized by NCGS 143-318.11(a) (3) and (4).

REQUESTED ACTION:

Motion to go into closed session, as authorized by NCGS 143-318.11(a) (3) and (4) and invite members of the Cabarrus Economic Development Corporation to join the meeting, if needed.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
SEPTEMBER 17, 2012**

SUPPLEMENTAL INFORMATION

MEETING MINUTES:

A-1 Approval or Correction of Meeting Minutes

- *August 27, 2012 – Recessed Meeting* Pg. 290

REPORTS:

I-2 Request for Applications for County Boards/Committees Pg. 272

- *Special Announcement Requested: Cabarrus Library Board of Trustees – Kannapolis Area*

REVISED ITEM

CONSENT:

F-3 ITS (E-911 Addressing) – Bostian Fisher Road – NCDOT Maintenance Abandonment Request

- *In order to make the ROBERT STEPHEN HOLLIFIELD farm more secure, a portion of Bostian Fisher Road, bound on both sides by property owned by ROBERT STEPHEN HOLLIFIELD, needs to be abandoned by the North Carolina Department of Transportation (NCDOT).*
- *Revised resolution* Pg. 293

RELOCATED ITEM

NEW BUSINESS:

G-2 “County Manager – Discussion of One Time Projects to be Funded by Excess Fund Balance” was moved to the Consent Agenda as originally approved by the Board on September 4, 2012. This Item will become Item F-11. Pg. 224

REMOVAL

CLOSED SESSION:

L-1 Closed Session – Attorney Client Privilege & Economic Development Pg. 287

- *Not Needed*

The Board of Commissioners for the County of Cabarrus met in recessed session in the Multipurpose Room at the Cabarrus County Governmental Center in Concord, North Carolina on Monday, August 27, 2012, at 4:00 p.m.

Present - Chairman: Elizabeth F. Poole
 Vice Chairman: Larry M. Burrage
 Commissioners: Robert W. Carruth
 H. Jay White, Sr.

Absent - Commissioner: Christopher A. Measmer

Also present were Mike Downs, County Manager; Richard M. Koch, County Attorney; Pam Dubois, Deputy County Manager and Kay Honeycutt, Clerk to the Board.

Commissioner Measmer was absent due to attending the Republican National Convention in Florida.

Call to Order

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

Approval of the Agenda

UPON MOTION of Commissioner White, seconded by Commissioner Carruth and unanimously carried, the Board approved the Agenda with the addition of a Closed Session to discuss threatened or pending litigation and to preserve the attorney-client privilege as authorized by N.C. General Statute 143-318.11(a) (3).

BOC - Old Bethel School Upset Bid Process - Update

Kay Honeycutt, Clerk to the Board, reported the deadline for upset bids for the old Bethel School property was today at 3:00 p.m. She stated no upset bid was received and recommended the Board award the bid to the high bidder.

UPON MOTION of Commissioner White, seconded by Vice Chairman Burrage and unanimously carried, the Board awarded the old Bethel School property to Caromark Building Group, LLC for \$20,000.00 and authorized the County Manager and County Attorney to finalize the transaction and execute the related documentation.

Appointment - Centralina Workforce Development Board

David Hollars, Centralina Workforce Development Board (CWDB) Executive Director, requests the appointment of Anna Locklear to fill the vacant "private sector" position on the CWDB.

UPON MOTION of Commissioner White, seconded by Commissioner Carruth and unanimously carried, the Board appointed Anna Locklear (private sector) to the Centralina Workforce Development Board for a two-year term ending June 30, 2014.

Richard Koch, County Attorney, arrived at 4:04 p.m. and was present for the remainder of the meeting.

Mt. Pleasant Detention Center

Mike Downs, County Manager, presented information related to the possibility of acquiring the Mt. Pleasant Detention Center from the State to house sentenced misdemeanants in the Statewide Misdemeanant Confinement Program (SMCP). This program enables people convicted of a misdemeanor crime and sentenced to 91 to 180 days to serve their sentence in a local jail. Under the current law, people convicted for a misdemeanor crime and sentenced to 91 to 180 days serve their sentence in a Department of Correction prison. (Effective January 1, 2012, the new program will use available beds in county jails across the state to house misdemeanants sentenced for 91 to 180 days and reduce the cost to taxpayers to fund and operate state prisons. Instead of having unused beds in the county jail, sheriffs' offices will now be able to accept inmates from the SMCP and be reimbursed for costs to house inmates in the program.) The State closed the Mt. Pleasant Detention Center and several others across the state, some time ago.

Highlights of Mr. Downs' presentation are as follows: it has taken at least a year to locate the person/agency in Raleigh with disposition

authority over the Center; according to State officials, compliance with the ADA (American with Disabilities Act) is not required as long as the buildings remain in their current state/use; some structures will require HVAC (heating ventilation air conditioning) installation/upgrades; approximately 180 beds would be available for use; upon sentencing, misdemeanants would be moved from the Sheriff's Detention Center to the Mt. Pleasant Detention Center to serve their sentence; video visitation would be available; Haywood and Cleveland counties acquired the Detention Centers in their counties through legislation; additional security measures are needed; etc.

Mr. Downs also reviewed the following revenue projections:

Revenue at % of capacity and days						
# of Beds	\$ per head	Annual Projected Revenue @ 365 days	95%	90%	85%	80%
198	\$40.00	\$2,890,800	\$2,746,260	\$2,601,720	\$2,457,180	\$2,312,640
	\$45.00	\$3,252,150	\$3,089,543	\$2,926,935	\$2,764,328	\$2,601,720
	\$50.00	\$3,613,500	\$3,432,825	\$3,252,150	\$3,071,475	\$2,890,800
	\$55.00	\$3,974,850	\$3,776,108	\$3,577,365	\$3,378,623	\$3,179,880
	\$60.00	\$4,336,200	\$4,119,390	\$3,902,580	\$3,685,770	\$3,468,960

Kyle Bilafer, General Services Director, presented an overview of the site plan and associated costs as follows: the site consists of nine (9) buildings; one dorm was built in 1987, the rest of the structures were built in the 1920's; there are no blueprints for any of the structures except the one built in 1987; all the 1920's buildings likely have asbestos and lead-based paint issues; is essential that the buildings be used "as is", since they do not meet current codes or ADA compliance; the projected numbers above include costs for HVAC upgrades in both dorms, fencing (10 foot with razor wire across the top) and grounds maintenance. He also advised the operating costs, as set forth in the agenda, include: Sheriff's staffing, utilities, maintenance, contractor costs and annual ITS (Information Technology Services). The capital costs were primarily related to infrastructure needs.

Capital Up Front Cost	\$692,798
Annual Operating Costs	\$3,038,536
Best Case Revenue @ 365 Days	\$4,336,200
Worst Case Revenue @ 365 Days	\$2,890,800

Todd Shanley, ITS (Information Technology Services) Manager, advised approximately \$76,000.00 would be needed up front for 10 video visitation units (8 for visits and 2 for court interaction or attorney visits), with an annual expense of \$18,000.00; etc.

A discussion ensued. Mr. Downs, Mr. Bilafer, Mr. Shanley and Chief Deputy Paul Hunt responded to a variety of questions from the Board. Items addressed included: inmate food cost and delivery; timeframe/deadline for using the facility as a detention center; average daily inmate population; requirements of the misdemeanor program; etc.

Sheriff Brad Riley arrived at 4:25 p.m. and was present for the remainder of the meeting. As a result of new jails being built across the state in the last five (5) years, Sheriff Riley reported an ample supply of bed space exists and that he cannot guarantee Cabarrus County will receive 100 inmates through the SMCP. He estimated the County could get approximately 50 SMCP inmates and likely move 30 inmates from the Corban Avenue facility to the Mt. Pleasant facility, thereby occupying about 80 beds. In response to questions from County Manager Downs, Sheriff Riley explained he wants the facility because it is available, the cost is low and having the additional bed space would be advantageous when the Corban Avenue facility reaches capacity. He also responded to a variety questions from the Board related to jail standards, healthcare for inmates, etc. It was suggested that only one dormitory be opened to reduce operating costs.

Mr. Downs advised, in response to questions from the Board about the cost of the facility, that the issue has not been raised with State officials at this point. He also advised the Sheriff needs additional storage for specialized equipment which possibly could be accommodated there. Mr. Downs also brought up the concept of locating a park next to the detention center. Sheriff Riley pointed out that inmates would be outside in the yard. Commissioner Carruth advised this location would be a great place for a dog park and pointed out the Detention Center used to have a dog training program. County staff advised that using the facility for any purpose other than a correctional facility would activate compliance with ADA codes. Discussion continued.

Staff requested direction from the Board. Vice Chairman Burrage said "it's worth a try". Commissioner White expressed support for moving forward

with the acquisition with the following conditions: the County should own all 55 acres of it, not lease it; it should be a gift from the State or sold to the County for \$1; the facility should be exempt from all ADA compliance issues; and, the State should not interfere with the County's programs/activities inside or outside the fence. He also advised that the concept will not be profitable in the short-term, but will be very advantageous to the County in the long run.

Given the cost, Chairman Poole expressed lukewarm support for the concept and noted that if only one dormitory is opened, female inmates cannot be kept there. Further, she pointed out the Jail Annex is still available and there are two (2) unused pods in the Jail that can be utilized. She requested a life expectancy projection of the remaining bed space and annual staffing costs. She was supportive for contacting the State to determine when the County would have to occupy the Mt. Pleasant facility, whether special legislation is needed for the acquisition, etc.

Commissioner Carruth expressed support for the acquisition for long-term purposes.

The County Manager was directed to ensure Commissioner Measmer's questions are addressed prior to the next meeting. Mr. Downs advised staff will contact the State and proceed with obtaining responses to issues addressed.

General Comments

Commissioner Carruth announced Jerry Williamson, a long-time resident of Kannapolis that frequently addressed the Board, passed away August 7th.

County Manager Downs introduced Ann Wilson, the new Finance Director with major responsibilities of the budget and daily operations of the Finance Department. He also introduced Andy Yoos, the new Risk Management Safety and Risk Coordinator.

Closed Session - Threatened or Pending Litigation & To Consult with the County Attorney to Preserve the Attorney-Client Privilege

UPON MOTION of Commissioner White, seconded by Vice Chairman Burrage and unanimously carried, the Board moved to go into closed session to discuss threatened or pending litigation and to consult with the County Attorney to preserve the attorney-client privilege as authorized by NCGS 143-318.11(a) (3).

UPON MOTION of Vice Chairman Burrage, seconded by Commissioner Carruth with Chairman Poole, Vice Chairman Burrage and Commissioner Carruth voting for and Commissioner White absent, the Board moved to come out of closed session.

Adjourn

UPON MOTION of Vice Chairman Burrage, seconded by Commissioner Carruth with Chairman Poole, Vice Chairman Burrage and Commissioner Carruth voting for and Commissioner White absent, the meeting adjourned at 6:23 p.m.

Kay Honeycutt, Clerk to the Board



**RESOLUTION EXPRESSING SUPPORT
OF
THE CABARRUS COUNTY BOARD OF COMMISSIONERS
FOR
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
TO REVIEW ABANDONMENT AND CLOSURE
OF
A PORTION OF STATE ROAD STATE ROAD NUMBER 2438
ALSO KNOWN AS BOSTIAN FISHER ROAD**

WHEREAS, North Carolina State Road 2438 in Cabarrus County is known as Bostian Fisher Road, being a paved road approximately 1 mile in length, a portion of Bostian Fisher Road, bound on both sides by property owned by ROBERT STEPHEN HOLLIFIELD, needs to be abandoned by the North Carolina Department of Transportation (NCDOT); and

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

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

NOW THEREFORE, BE IT RESOLVED BY THE Board of County Commissioners of the County of Cabarrus that the Division of Highways is hereby requested to review the above described road and to cease maintenance of same road if it meets established standards and criteria.

Adopted this 17th day of September, 2012.

Elizabeth F. Poole, Chairman
Cabarrus County Board of Commissioners