



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
APRIL 3, 2017
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

2.1 Including Changes to the Agenda Pg. 49

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

4.1 ITS – Website Redesign Contract Pg. 2

3. DISCUSSION ITEMS – NO ACTION

3.1 Federal Grants Update – Planning and Development and Human Services Pg. 21

3.2 County Manager – Update on the FY 2018 Budget Process Pg. 22

4. DISCUSSION ITEMS FOR ACTION AT APRIL 18, 2017 MEETING (CONT'D)

4.2 Board of Elections – Purchase of 60 Model DS200 Scanners Pg. 23

4.3 Finance – Establishment of Other Post-Employment Benefits Trust Fund and Local Government Law Enforcement Special Separation Allowance Trust Fund Pg. 31

4.4 Finance – Resolution Declaring Official Intent to Reimburse Expenditures with Proceeds of Debt Pursuant to U.S. Department of Treasury Regulations Pg. 33

4.5 Finance – Resolution Relating to Installment Contract Financings of Various School and County Projects Pg. 37

4.6 Tax Administration – Resolution Opposing Senate Bill 363 Pg. 50

4.7 Proclamation – Fair Housing Month Pg. 55

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 45

6. CLOSED SESSION

6.1 Closed Session – Pending Litigation and Economic Development Pg. 48

7. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

APRIL 3, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

ITS - Website Redesign Contract

BRIEF SUMMARY:

The vendor Seamlessdocs was selected as our partner to provide website redesign services, a forms solution and hosting. This project has an approved CIP budget of \$500,000. The attached proposal outlines the pricing structure and 5 year agreement at \$56,750 per year for a total of \$283,750 which is \$216,250 below the CIP budgeted amount.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to approve the contract between Cabarrus County and Seamlessdocs and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Deborah A. Brannan, CIO

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Website Redesign and Hosting Contract](#)
-

Proposal

Website & Form Services

For:

Cabarrus County, NC
Website Redesign RFQ

Created: 3/9/17

Expires on: 3/31/17



Attachment number 1 \n

Section 5: Proposed Project Costs

Website Design Services

See below for everything included in our Base Website Service Subscription. We are all inclusive in our Website offering, so there are no additional costs, hidden fees or add-ons. Everything you see below would be a part of Cabarrus County’s subscription and will carry over into any renewed contract resulting from this partnership.

Included in Base Subscription	
Full & Custom Website Design	All Design & Implementation Hours
“The Governor” CMS	Unlimited Access to all tools
Web & Hosting Maintenance	Unlimited Data Hosting
Multi User Management	2 Member Users Included (\$200/each additional)
Total Site Data Migration	Unlimited Data From Current Site

Training

Training is included in your subscriptions.

Service Included	Description
Web Training Session	2 Full One-Hour Sessions
Training Materials	Access to comprehensive training materials

Support

Unlimited Support is provided to all users within SeamlessDocs.

Service Included	Description
Phone, Chat, Email Support	8am to 8pm EST Basic support (24/7 critical support)
Unlimited Mini-Web Trainings	Custom web trainings for staff to learn the CMS

Section 5: Proposed Project Costs

Form Solution

Being that SeamlessDocs is Software as a Service, it is priced as an annual recurring subscription. The foundation of the pricing is a Base Subscription that gets our partners access to the platform and all of its features.

Included in Base Subscription	
1 Admin User & 15 Processor Users	Unlimited eSignatures
Unlimited SeamlessDocs	Unlimited Storage
Unlimited Submissions	Unlimited Templates
Unlimited Wizards	Dedicated Success Manager
Unlimited Web Forms	One Hour On-boarding Web Meeting

Training

Training is included in your subscriptions.

Service Included	Description
Web Training Session	Training every Tuesday & Thursday
SeamlessUniversity	Access to our proprietary learning & training platform
Product Documentation	Access to hundreds of training articles & videos
Online Training Courses	Proficiency tests and user training reporting
Weekly Email Training	Weekly email that provides training on one major feature

Support

Unlimited Support is provided to all users within SeamlessDocs.

Service Included	Description
Community Support Forum	How-to articles and videos with live chat support
Phone, Chat, Email Support	8am to 8pm EST Basic support (24/7 critical support)

Section 5: Proposed Project Costs

Form Solution (continued)

Below is an overview of the different User types within the Form Solution and Government Relationship Manager (GRM). We have detailed the functionalities and access to tools each user has, as well as the associated price if you would like to add additional users to your subscription.

Tools & Features	Visitor	Processor	Director	Admin
View Submissions	✓	✓	✓	✓
Upload Attachment(s)	✓	✓	✓	✓
Comment	✓	✓	✓	✓
Create SeamlessDocs		✓	✓	✓
Assign Submissions		✓	✓	✓
Tag Submissions		✓	✓	✓
Approve Stages		✓	✓	✓
Bulk Message			✓	✓
Create Tasks			✓	✓
Make Data Public			✓	✓
View All Forms within Group			✓	✓
View All Account Forms				✓
Manage Users (Add & Delete)				✓
Recurring Cost/User	\$0/year	\$250/year	\$500/year	\$1,000/year

Section 5: Proposed Project Costs

Additional Services

We offer services to enhance our online experience. The below services are not included in the base subscription and will be listed as optional in the Pricing Summary on page 6.

Live Streaming Services

Easily provide citizens access to live streams of important council meetings and events. The platform, powered by Ustream, provides a secure and beautiful site to view current videos, past videos, and listen to podcasts from any device. There is no additional hardware required. Take a look at the specific things included:

- ❖ 100 viewer hours (50¢ per additional VH)
- ❖ 1 Channel
- ❖ 50 GB video storage
- ❖ Embed Video Anywhere
- ❖ Facebook and Twitter integration
- ❖ Channel password protection

Active Directory Integration

We will provide an integration with your existing Active Directory account. Your employees will be able to use single sign on with their County credentials, to sign and create forms.

Section 5: Proposed Project Costs

Pricing Summary

Service	Includes	QTY	Cost
Website Design	Full Redesign Implementation The Governor: Point & Click CMS 2 Users (\$200/year each additional) Total Data Migration from old site Hosting & Maintenance Dedicated Account Manager Unlimited Training & Support	1	\$9,500/year *(includes 5% discount for 5 years)
Additional Website Users	Access for 1 staff member to edit site		\$200/year
Form Solution	1 Admin User License 15 Processor User Licenses Unlimited Forms Unlimited Submissions/Signatures Unlimited Storage Unlimited Training & Support SeamlessPay	1	\$7,500/year **(includes 25% bundle discount)
Form Solution: Admin User	Refer to page 4	1	\$1,000/year
Form Solution: Director User	Refer to page 4	5	\$500/year
Form Solution: Processor User	Refer to page 4	135	\$250/year
Government Relationship Manager (GRM)	Workflow Automation Solution Form Center OpenRecord Portal Citizen Portal SeamlessMaps	1	\$0/year (included in Form Solution)
Active Directory Integration	Integration with your existing Active Directory account for form Live View.	1	\$2,500/year
Total Annual Subscription Cost			\$56,750.00

* Because you are signing a 5 year contract, we have included a 5% discount on the Website Services.

** Per negotiations, we have included a 25% discount on the Form Solution because you have chosen to bundle it with our Website Services.

Attachment number 1 \n

Order Form

Contact Information

Organization Name	County of Cabarrus North Carolina
Street Address	65 Church St S
City, State, Zip	Concord, NC 28025
Primary Contact Name	Debbie Brannan
Primary Contact Email	dabrannan@cabarruscounty.us
Billing Contact Name	Todd Shanley
Billing Contact Email	tmshanley@cabarruscounty.us

Subscription Details

Term	<input type="checkbox"/> 3 Years <input checked="" type="checkbox"/> 5 Years
Subscription Start Date	Date of Signature
Subscription End Date	5 years after date of signature
Payment Terms	Net 30
General Notes	25% off of the Form Solution when bundled with our Website Design Services.

Partner

Signature	
Full Name	
Title	
Date	

SeamlessDocs

Signature	
Full Name	
Title	CEO
Date	

This Agreement is between the above Licensee & Bizodo Inc, dba SeamlessDocs. By executing this Agreement you are approving the pricing and subscription details for your custom plan.

Attachment number 1 \n



SEAMLESSDOCS LICENSE AGREEMENT

This License Agreement is subject to the following terms and conditions.

1. LICENSE; LICENSEE OBLIGATIONS

1.1 License Grant

Subject to the terms and conditions of this License Agreement (the "Agreement"), including without limitation the payment of any required license fees, Bizodo Inc. d/b/a SeamlessDocs (hereinafter "SeamlessDocs"), grants to Licensee a non exclusive, non transferable license to use, for the purposes of the Licensee's internal professional use only: (i) SeamlessDocs designated software in object code form only, whether accessed remotely via SeamlessDocs' Internet site (the "Site") or otherwise; (ii) any associated access data, such as a password or passphrase; and (iii) all related documentation (collectively referred to as the "Licensed Property").

1.2 Restrictions on Use

Licensee acknowledges that the Licensed Property and its structure, organization, content, and source code constitute valuable intellectual property and/or trade secrets of SeamlessDocs and its licensors and suppliers. Licensee shall not provide Licensee's password to, or otherwise provide access to the Licensed Property to, any other third party, or sublicense, rent, or lease the Licensed Property to any third party. Licensee shall not, and shall not permit any third party to: (i) modify, adapt, alter, translate, or create derivative works from the Licensed Property; (ii) merge the Licensed Property with other software or other content, whether online or otherwise; (iii) sub-license, distribute, sell, provide for service bureau use, lease, rent, loan, or otherwise transfer the Licensed Property to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Property; (v) remove or alter any notices in the Licensed Property; or (vi) otherwise use on any other equipment or copy the Licensed Property except as expressly permitted. Without limiting the foregoing, the restrictions on use of the Licensed Property shall apply to any Licensed Property supplied to SeamlessDocs by its third party suppliers and contractors.

1.3 Acknowledgements, Warranties, and Indemnity

Licensee acknowledges and agrees that although the Site may include legal related information, no recommendations are being made by SeamlessDocs regarding Licensee's decisions related to any agreements, forms or related advice. Nothing on the Site or otherwise provided by SeamlessDocs constitutes, and Licensee should not consider anything on the Site or provided via SeamlessDocs to be, investment, accounting, tax, or legal advice. For any such advice, please contact Licensee's own financial advisors, accountants or attorneys regarding Licensee's individual circumstances and needs.

LICENSEE FURTHER REPRESENTS AND WARRANTS THAT: (1) LICENSEE ASSUMES ALL RESPONSIBILITIES FOR ITS SUBCONTRACTORS AND USERS; AND , (B) LICENSEE SHALL NOT VIOLATE ANY THIRD PARTY RIGHTS, OR (C) VIOLATION OF ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, IN EACH CASE, AS RESULTING FROM THE USE OF THE LICENSED PROPERTY. LICENSEE'S OBLIGATION TO INDEMNIFY SEAMLESSDOCS SHALL SURVIVE AND CONTINUE AFTER THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

1.4. Indemnification of Licensee

SeamlessDocs shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys fees, reasonably incurred in the defense of any claim brought against Licensee by third parties (i) arising out of willful misconduct or negligence by SeamlessDocs or (ii) alleging that Use of the Software by Licensee or its authorized users infringes or misappropriates any United States patent; a copyright; or trade secret rights, provided that; such indemnity shall not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a designated apparatus, or with respect to any unlicensed activities and so long as Licensee promptly notifies

SeamlessDocs in writing of any such claim and SeamlessDocs is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee or (iii) due to a breach in data that violates any County privacy policies. SeamlessDocs may settle any claim on a basis requiring SeamlessDocs to substitute for the Software alternative substantially equivalent non infringing programs.

1.5 Fees

In consideration for SeamlessDocs's performance under this Agreement, Licensee agrees to pay the amounts set forth on the Cover Page. All amounts due hereunder shall be due within forty five (45) days after invoice is received by Licensee for fees due under this Agreement. SeamlessDocs reserves the right to charge, and Licensee agrees to pay, a late charge equal to one percent (1%) per month on any amount that is not the subject of a good faith dispute that is unpaid on such amounts due date, and on any other outstanding balance. All amounts payable under this Agreement shall exclude all applicable sales, use, and other taxes, and all applicable export and import fees, customs duties, and similar charges. Licensee shall be responsible for payment of all such taxes (other than taxes based on SeamlessDocs' income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees or other charges hereunder, the grant of license rights hereunder, or the delivery of services; provided, however, that SeamlessDocs shall be responsible for payment of all such taxes (other than taxes based on Licensee's income), fees, duties and charges, and any related penalties and interests, arising from payment of referral fees hereunder, if any, to Licensee. For multi year agreements, payments made upfront will receive an additional two percent (2%) in savings.

1.6 Annual Optimization Fee

In addition to the consideration amounts set forth on the Cover Page of this Agreement, Licensee hereby agrees to pay SeamlessDocs an Annual Optimization Fee for each year this contract is effect. The Annual Optimization Fee shall be calculated as follows: up to ten percent (10%) of the amounts set forth on the Cover Page of this Agreement to be paid upon the anniversary of the second year of this Agreement and every anniversary thereafter. For multi year agreements, the Annual Optimization Fee shall be waived.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement shall be dictated within your Licensing Agreement.

3. UPGRADES AND ENHANCEMENTS TO LICENSED PROPERTY

During the term of this Agreement, SeamlessDocs may provide or make available to Licensee certain upgrades, bug fixes and the like which it makes generally available, at no additional charge (to the extent generally provided at no additional charge). Licensee agrees that SeamlessDocs may provide any of the foregoing by means of making a download or opt in upgrade available on its Internet site.

4. LIMITED WARRANTY

For a period of two hundred (200) days after the date of acceptance, SeamlessDocs shall take commercially reasonable steps to modify or replace any Licensed Property which in SeamlessDocs' judgment fail, when properly installed, to conform substantially to the functional specifications set forth in the applicable product user documentation. Alternatively, SeamlessDocs may at its option refund the license fee(s) paid by or behalf of the Licensee or a ratable share of the license or access fee(s) paid under any master license or group access agreement, with the amount to be refunded in either case being proportionate to the remaining license period. SeamlessDocs does not warrant that the Licensed Property will meet the Licensee's requirements or that operation of the Licensed Property will be uninterrupted or error free.

SEAMLESSDOCS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE TO INTELLECTUAL PROPERTY OR NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE WITH REGARD TO THE LICENSED PROPERTY .THE WARRANTY SET FORTH IN THIS SECTION 4 DOES NOT APPLY WITH RESPECT TO ANY DEFECT, FAILURE OR NON-CONFORMITY OF THE LICENSED PROPERTY RESULTING FROM IMPROPER INSTALLATION, NEGLIGENCE, ACCIDENT, UNREASONABLE USE, OR SERVICING OR MODIFICATION OF THE LICENSED PROPERTY BY ANYONE OTHER THAN SEAMLESSDOCS OR AN ORGANIZATION CERTIFIED BY SEAMLESSDOCS. THIS DISCLAIMER OF WARRANTIES SHALL SURVIVE AND CONTINUE TO APPLY AFTER TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT. FURTHERMORE, THE LICENSED PRODUCTS ARE INTENDED FOR USE ONLY BY RESIDENTS OF THE UNITED STATES AND IN NO EVENT DOES SEAMLESSDOCS REPRESENT OR WARRANT THAT THE LICENSED PRODUCTS OR PRACTICES RELATED THERETO, INCLUDING PRIVACY POLICIES AND PRACTICES, COMPLY WITH THE LAWS OF ANY FOREIGN JURISDICTION OR THAT THE ELECTRONIC SIGNATURE EFFECTED WITH THE LICENSED PRODUCT IS ENFORCEABLE UNDER THE LAW OF SUCH FOREIGN JURISDICTION. SEAMLESSDOCS SPECIFICALLY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY, ORAL OR IN WRITING, CONCERNING THE VIABILITY, ENFORCEABILITY, OR COMPLIANCE OF USING THE ON-DEMAND SERVICES IN A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR LICENSED PRODUCT OR COMPONENT THEREOF.

5. LIMITATION ON DAMAGES

EXCEPT AS TO INDEMNITY FOR CLAIMS OF INFRINGEMENT SET FORTH IN 1.4, THE PROVISIONS OF SECTION 4 REPRESENT SEAMLESSDOCS' SOLE WARRANTIES AND THE LICENSEE'S SOLE REMEDIES FOR ANY VIOLATION BY SEAMLESSDOCS OF ITS OBLIGATIONS HEREUNDER. IN NO EVENT SHALL SEAMLESSDOCS' LIABILITY TO THE LICENSEE OR ANY OTHER PARTY ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY LICENSED PROPERTY OR FAILURE TO COMPLY WITH SECTION 8 OF THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY THE LICENSEE DURING THE ONE (1) YEAR PERIOD PERIOD PRECEDING THE DATE ON WHICH EVENTS GIVING RISE TO SUCH CLAIMS OCCURRED. SEAMLESSDOCS SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES OR DAMAGES OF THE LICENSEE OR ANY OTHER INDIVIDUAL OR ENTITY OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES ARISING UNDER THIS AGREEMENT, LOSS OF DATA OR IN CONNECTION WITH ANY LICENSED PROPERTY, HOWSOEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BEFOREHAND. THIS LIMITATION OF DAMAGES SHALL SURVIVE AND CONTINUE TO APPLY AFTER TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SEAMLESSDOCS BE RESPONSIBLE FOR, OR HAVE ANY LIABILITY WITH RESPECT TO, ANY CLAIMS BROUGHT BY LICENSEE OR OTHER PERSON WITH RESPECT TO THE ENFORCEABILITY OF ANY ELECTRONIC SIGNATURE EFFECTED PURSUANT TO THE LICENSED PRODUCTS OR ANY AUTHENTICATION OF ANY SUCH ELECTRONIC SIGNATURE.

6. ASSIGNMENT

Except in the case of a transfer of all or substantially all of its asset, merger or other sale of such party's business, neither Party may assign or transfer any of its rights or obligations under this Agreement without the written consent of the other Party.

7. TERMS OF USE AND PRIVACY POLICY

From time to time, SeamlessDocs may post on its Internet site or otherwise include among the Licensed Property a Privacy Policy and/or Terms of Use. Any such Privacy Policy and/or Terms of Use, as the same may be amended by SeamlessDocs from time to time, is incorporated by reference as though set forth in its entirety herein SeamlessDocs shall reasonably consult with Licensee with respect to any changes to such Privacy Policy and/or Terms of Use and shall provide written notice thereof to Licensee prior to the effective time of such changes. Licensee shall promptly review and collaborate in good faith with SeamlessDocs with respect to any such proposed changes. If Licensee fails to provide written comments to any such proposed changes within thirty (30) from the date of notice thereof by SeamlessDocs, then Licensee shall be deemed to have agreed to and accepted all such changes Notwithstanding anything to the contrary in this Section 7, changes made to such Privacy Policy or Terms of Use that are required to comply with applicable laws or changes thereto

from time to time may be effected without approval or consent from Licensee and shall be binding on Licensee upon written notice of same to Licensee,

8. SECURITY AND CONFIDENTIALITY

8.1 Standard of Care

Licensee acknowledges and agrees that, in the course of its engagement with SeamlessDocs, SeamlessDocs may receive or gain access to its Personal Information. SeamlessDocs will use "best efforts" to comply with the terms and conditions set forth below in its collection, receipt, access, transmission, storage, disposal, use and disclosure of such Personal Information. SeamlessDocs agrees to use "best efforts" to:

- (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;

- (ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for SeamlessDocs' own purposes or for the benefit of anyone other than Licensee, in each case, without Licensee's prior written consent; and

- (iii) not, directly or indirectly, disclose Personal Information to any person other than SeamlessDocs' authorized employees and persons including any subcontractors, agents, outsourcers or auditors, without the express written consent from Licensee unless, and to the extent required by Government Authorities or as otherwise, to the extent expressly required by applicable law, in which case, SeamlessDocs shall use "best efforts" to notify Licensee before such disclosure or as soon thereafter as reasonably possible.

8.2 Information Security

SeamlessDocs' collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. SeamlessDocs agrees to use "best efforts" to implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, and shall use "best efforts" ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. If, in the course of its engagement with Licensee, SeamlessDocs has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, SeamlessDocs shall at all times use "best efforts" to remain in compliance with the Payment Card Industry Data Security Standard (hereinafter "PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS.

8.3 Personal Information

"Personal Information" means information provided to SeamlessDocs by or at the direction of Licensee, or to which access was provided to SeamlessDocs by or at the direction of Licensee, in the course of the parties' performances under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Licensee's business contact information is not by itself deemed to be Personal Information.

8.4 Confidentiality

Each Party receiving Confidential Information (a **“receiving Party”**) hereunder shall (a) hold the Confidential Information in strict confidence, (b) exercise the highest degree of care in safeguarding the Confidential Information against any and all loss, theft or other inadvertent disclosure, and (c) take such steps as are necessary to ensure and maintain such confidentiality. Each receiving Party shall comply with all provisions of the export control laws of the United States and other relevant countries as such laws currently exist and as they may be amended from time to time, with respect to any export of any Confidential Information. Each receiving Party shall not disclose, transfer or in any way divulge, directly or indirectly, any of the Confidential Information, under any circumstances or by any means, to any third party without the prior written consent of the other part (the **“disclosing Party”**). Other than as is necessary for the performance of its obligations under this Agreement, the receiving Party shall not copy, transmit, reproduce, summarize, quote or make any commercial use whatsoever of any of the Confidential Information without the prior written consent of the other Party. The Confidential Information shall remain the exclusive property of the disclosing Party, and upon the termination or expiration of this Agreement, or at any time requested by the disclosing Party, the receiving Party shall promptly return to the disclosing Party (or certify the destruction of) all of the Confidential Information that is in the control or possession of the receiving Party. **Confidential Information** means (a) any technical, financial, marketing or distribution or other technical or business information or trade secrets of the disclosing Party, including without limitation any and all ideas, concepts, techniques, processes, methods, systems, designs, cost data, computer programs, formulas, developmental or experimental work, work in progress, customers and suppliers, business plans and partners, branding and other business information, and (b) any information the disclosing party has received from others, including any Personal Information, which it is obligated to treat as confidential or proprietary, or which is disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by receiving Party.. Notwithstanding the foregoing, Confidential Information does not include any information that (i) is or becomes readily available in public records or documents, other than as a result of a violation of the receiving party’s obligations hereunder, (ii) is required to be disclosed pursuant to an applicable law, rule, regulation, subpoena or order of a court of competent jurisdiction, provided that the receiving Party immediately notifies the disclosing Party in order that it may take such action as necessary to protect its interests or (iii) is developed by the receiving Party independently without access to any Confidential Information of the disclosing Party.

9. MISCELLANEOUS

9.1 Governing Law

This Agreement shall be construed in accordance with the laws of the state of the Licensee, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and federal courts of the address listed as the primary address of the Licensee.

9.2 Modification

None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by an instrument executed and delivered by each of Licensee and SeamlessDocs.

9.3 Waiver

A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition in the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

9.4 Enforceability

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

9.5 Severability

Should any valid federal or state law, or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall, to the fullest extent possible, be automatically deemed amended to give fullest effect possible to the original intent of the affected provision (and if not capable of being so amended, only the provisions so affected shall be automatically void) and this Agreement, as so amended, shall continue in full force and effect.

9.6 Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement to the extent due to any contingency, delay, failure or cause of, any nature beyond the reasonable control of such party, including unavailability of telecommunications network or the Internet, computer viruses or hacker attacks, fire, explosion, earthquake, storm or other weather, unavailability of necessary utilities or raw materials, strike or other labor difficulties, war or terrorist attack, insurrection, riot, acts of God, proclamation, ordinance or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

9.7 Survival

The provisions contained herein which would by their nature survive the termination or expiration of this Agreement shall so survive.

9.8 Entire Agreement

This Agreement, together with the cover page and any exhibits attached hereto or thereto, contains the entire understanding of the parties hereto relating to the subject matter hereof, superseding any previous oral or written agreements, understandings or representations and cannot be changed or terminated orally.

9.9 Construction

Each party has had an opportunity to negotiate fully the terms of this Agreement and to consult with counsel with respect thereto. Accordingly, any rule of construction seeking to resolve any ambiguities against the drafting party shall not be applicable in the interpretation of this Agreement.

9.10 Headings

Paragraph titles are for convenience only and shall not affect the interpretation of any paragraph of this Agreement.

9.11 Third Party Providers

SeamlessDocs may from time to time utilize third party integration services or software. Licensee may from time to time request that SeamlessDocs integrate with a third party service or software provider. Integration may be performed on a case by case basis and at no time does SeamlessDocs claim to have any intellectual property right or direct or indirect proprietary relationship with any third party service or software provider. The parties hereby agree that integration may require third party cooperation. SeamlessDocs can neither warrant nor guarantee any service or software integration by or with any third party service or software provider when integration is being done at the request of Licensee. Integration is entirely subject to the cooperation of the third party service or software provider. SeamlessDocs shall use its commercially reasonable efforts to accommodate Licensee's integration requests. However, SeamlessDocs hereby provides no guarantees or assurances that integration with Licensee's requested third party service or software providers is possible or fits within the defined scope of services. In scenarios where SeamlessDocs cannot integrate with Licensee's requested third party service or software providers, SeamlessDocs shall use its best efforts to provide an alternative solution. In those scenarios, SeamlessDocs shall only charge for hours worked at the discounted rate of \$125.00 per hour.

If for any reason, the third party service or software provider changes its application programming interface (hereinafter "API") or integration settings and SeamlessDocs performs additional customization work, SeamlessDocs shall charge Licensee a discounted rate of \$125.00 per hour. In addition, where a third party service or software provider closes off its API or discontinues an integration with SeamlessDocs, SeamlessDocs will use best efforts to modify the solution to accommodate any changes.

9.12 Electronic Signature

By typing Client and/or Client's authorized representative's (hereinafter "Client") name into the space provided below, Client agrees that Client is signing this Agreement electronically. Client agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. By typing Client's name into the space provided below, Client consents to be legally bound by this Agreement's terms and conditions. Client further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide SeamlessDocs acknowledgement, consent terms, disclosures or conditions constitutes its signature (hereafter "**E-Signature**"), acceptance and agreement as if actually signed by Client in writing. Client also agree that no certification authority or other third party verification is necessary to validate its E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of its E-Signature or any resulting contract between Client and SeamlessDocs. Client also represents that it is authorized to enter into this Agreement for all persons or entities who own or are authorized to access any of its accounts and that such person or entities will be bound by the terms of this Agreement. Client represents and warrants that it is a resident or otherwise subject to the jurisdiction of the federal or applicable state laws of the United States of America and that it is bound by the applicable laws of the United States of America and its states with respect to electronic signatures, including without limitation the Electronic Signatures in Global and National Commerce Act (the "**ESIGN Act**") with respect to any issues related to electronic signatures.

CLIENT HEREBY AGREES THAT IS RELYING SOLELY ON ITS OWN LEGAL COUNSEL AND DETERMINATIONS AS TO THE USE AND VIABILITY OF ELECTRONIC SIGNATURES IN A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR PRODUCT OR SERVICE; AND CLIENT AGREES THAT IT WILL ENSURE ITS USE OF THE ON-DEMAND SERVICES ARE BE IN CONFORMANCE AND COMPLY WITH ALL LAWS, REGULATIONS AND POLICIES RELEVANT TO A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR PURPOSE.

10.0 Hours of Coverage, Response Times, and Escalation

The intent of this section is to assure delivery of prompt service as agreed, and the acceleration of support for high priority issues.

10.1 Incidents

Any interruption in the normal functioning of a service or system is an incident.

10.1.1 Hours of Coverage

Normal Support: 9am EST (6am PST) until 8pm EST (5pm PST)

Emergency Support: 24 hours a day, 7 days a week

10.1.1.1 Specific service availability requirements

The only requirement for SeamlessDocs accessibility is a web browser. All SeamlessDocs are compatible on any web browser, but it is recommended that administrator controls be utilized using Mozilla Firefox, Apple Safari or Google Chrome.

10.1.2 Response

Prompt responses for all request will be given by the support team or Client's dedicated Success Manager. Should the Client be dissatisfied with a response time, Client should escalate the matter to the Sales representative. If for any any reason the Client is still not satisfied, the Client can request to speak directly to the CEO to ensure the issue is resolved.

10.1.3 Prioritization

SeamlessDocs will prioritize incoming incident requests as "high" priority if it meets any of the following criteria:

- + Significant number of people affected.
- + Organizational structure is a multiplier for number of people affected.
- + Percentage of total tasks that can no longer be performed by individuals.
- + Government internal deadlines or major announcements.
- + Significant impact on the delivery of Service.
- + Significant or lasting impact on platform performance.
- + Significant risk to safety, law, rule, or policy compliance.

10.1.4 Escalation

Any matter that can be defined as high priority should be escalated immediately via the appropriate means.

10.2 Standard Service Request

SeamlessDocs will respond to service requests for services via phone, email or chat. All responses will be logged using our Customer Support Management tools.

10.3 Other Requests

Any other requests needed that do not fit a standard service should be communicated to the Client's Account Manager. Custom requests can take up to 1 to 2 weeks to respond to depending on nature of the request.

10.4 Service Exceptions to Coverage

Here we have listed any special exceptions related to coverage time and dates.

Exception	Parameters	Coverage
State holidays	N/A	No coverage
Emergency service coverage	Critical business need	Client may request support as defined in Section 4 of SLA.

10.5 Uptime Service Level

SeamlessDocs warrants that the Hosted Environment will be available to be accessed at least 99% (Uptime) of each calendar month during the Service Period.

10.5.2 Downtime Remuneration

Where *SeamlessDocs* fails to meet the Uptime Service Level and the Client has complied with provisions of this SLA then the Client is entitled to claim the following Service Credits against the annual Fee (or if the Service Level is in its last year a credit will be distributed).

Uptime Percentage in a full calendar month	Credit
99% to 100%	No credit: Uptime is met.
97% to 99%	2% of the prorated monthly Fee for the Services*
95% to 97%	3% of the prorated monthly Fee for the Services*
90% to 95%	5% of the prorated monthly Fee for the Services*
Less than 90%	100% of the prorated monthly Fee for the Services*
	*does not include any other usage fees, Fees for Back Up Service or Support Services or Fees for Professional Services

10.5.3 Calculation

Uptime will be calculated monthly by *SeamlessDocs* and such calculation will be deemed binding on the parties in absence of manifest error. When calculating any Service Level, any failure to meet the Service Level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the Service Level:

- a. Scheduled Maintenance;
- b. a malfunction or failure of any network that is not part of the Network;
- c. any of Client's Content and Software;
- d. any unlawful, negligent or willful act or omission by Client, Client's Agents, contractors or invitees or any other person;
- e. any breach of the Agreement, including Acceptable Use Policy, by Client;
- f. any act or omission of a third party;
- g. any Force Majeure event.

11.0 Associated Policies, Processes and Procedures

11.1 Incident Management Process

Our security management model consists of four main stages: Plan, Do, Check, Act as recommended by the ISO 27001 standard. Our Customer Security Program, built on the foundation of this model combines *SeamlessDocs*' expertise with the associated technology and services. The result is a differentiated service level for Client and Client business goals.

11.2 Maintenance Calendar

SeamlessDocs works on an AGILE maintenance calendar and does updates to the platform frequently.

11.3 Change Management Process

In the event of any routine changes to any Stakeholders associated with this account notification will be done via email. Should the Client Account Manager change for any reason, the Client will be notified via email and phone.

11.4 Other Policies, Process, and Procedures

The Client can review the *SeamlessDocs* security and confidentiality overview at security.seamlessdocs.com. *SeamlessDocs* can provide any additional security documentation upon request.

11.5 Data Ownership

If SeamlessDocs on its own or through any third party notifies SeamlessDocs that data stored by the Client and/or User is in violation of any law or infringes third party rights, *SeamlessDocs* shall have the unfettered right to, without liability to the Client or User, immediately bar access to such data without prior notice to the User or the Client. The Client and/or User shall be notified by *SeamlessDocs* of any such action under this Section.

SeamlessDocs does not own any data, information or material that Client or other users submit to the Service in the course of using the Service ("Customer Data"). Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use any and all Customer Data that users submit. SeamlessDocs shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store and Customer Data.

In the event that an authorized representative of Client's employer has properly domain name associated with Client's account by entering into and agreeing to the terms of the SeamlessDocs' Administrator Agreement and having their identity verified through credit card authorization, and appointed an administrator, the administrator shall have control over all applicable Customer Data submitted to the Service, and all Customer Data will be deemed to be owned by and the property of the applicable employer. Upon request by the applicable administrator, SeamlessDocs may remove, modify, edit or otherwise alter any applicable Customer Data. The administrator shall also have the power to block delete or otherwise modify the access of users under its applicable account and shall be solely responsible for the addition and removal of users under its account.

11.5.1 Return of Data

The Client always retains the ability to export ALL of its data and documents from SeamlessDocs. If for any reason the relationship is terminated, the Client will have the right to access and export any data and documents stored on SeamlessDocs for a time of up to one year.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

APRIL 3, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Federal Grants Update - Planning and Development and Human Services

BRIEF SUMMARY:

Staff will provide an update on the proposed federal budget with respect to grant programs within the county.

REQUESTED ACTION:

For discussion at the work session.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kelly Sifford, AICP, Planning and Development Director
Ben Rose, Human Services Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

APRIL 3, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Update on the FY 2018 Budget Process

BRIEF SUMMARY:

Staff will update the Board on the current status of the FY 2018 Budget.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

APRIL 3, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2017 Meeting

SUBJECT:

Board of Elections - Purchase of 60 Model DS200 Scanners

BRIEF SUMMARY:

The Board of Elections has requested to purchase 60 Model DS200 scanners as part of the Capital Improvement Plan for FY 2018. The Model DS200 is the current certified scanner by the State Board of Elections. As part of the purchase, \$64,000 will be credited as trade in for our old DS100 models.

Board of Elections has excess funds in the amount of \$200,000 due to fewer elections that can be used towards this purchase in the current budget as well as \$5,775 leftover in a multi-year project fund. The balance of the funds needed are available in the excess collected funds of Medicaid Hold Harmless in FY 2017. A memo is attached from Board of Elections requesting the equipment as well as a purchase proposal quote for your review.

REQUESTED ACTION:

Motion to approve the purchase of 60 DS200 scanners and to adopt the related budget amendment and project ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Carol Soles, Director of Elections
David Black, Chairman of Board of Elections

Pamela S. Dubois, Senior Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Memo and Quote](#)
 - ☐ [Budget amendment](#)
 - ☐ [343 Project Ordinance](#)
-



David Black – Chairman
R. Giles Moss – Secretary
Linda C. Grist – Member

Carol Link Soles, Director

Cabarrus County Board of Elections

MEMORANDUM

To: Cabarrus County Board of Commissioners

From: Cabarrus County Board of Elections

RE: Election Equipment

Date: March 6, 2017

The Cabarrus County Board of Elections would like to request funding for the purchase of 60 Model DS200 Scanners for use on Election Day in the amount of \$323,000.00. This amount reflects a credit of \$64,000.00 for the trade-in of our current M100 scanners. These scanners are the updated version of the elections equipment that we currently use and is the only scanner certified by the State Board of Elections at this point. This item was requested in the capital improvement process for funding in FY2018.



Cabarrus County, North Carolina
Purchase Proposal Quote
 Submitted by Election Systems & Software

Purchase Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
Tabulation Hardware		
	Model DS200 Precinct Scanner:	
60	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Reverse Wound Paper Roll and 4GB Jump Drive)	\$345,000.00
60	Tote Bin	\$13,500.00
120	4GB Jump Drive (Additional)	\$12,600.00
Election Services		
2	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$3,300.00
X	Project Management	
X	Installation/Acceptance Testing	\$6,900.00
X	1 Year Hardware and Software Warranty	Included
Shipping & Other		
X	Shipping and Handling	\$5,700.00
	Customer Loyalty Discount and Trade-In Allowance. Equipment Being Traded-In by Customer Includes: 58-Model 100 Scanner 58-Model 100 Ballot Box	(\$64,000.00)
Total Purchase Solution		\$323,000.00

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. Customer is responsible for preparing, packaging and palletizing the trade-in equipment for shipment. If Customer is unable or unwilling to prepare, package and palletize the trade-in equipment for shipment, ES&S will assume these responsibilities and Customer shall reimburse ES&S for all costs incurred.



Budget Amendment Request

Date 4/17/2017

Amount 323,000.24

Department Head Pamela S Dubois

Department County Manager

Prepared By Pamela S Dubois

☐ Internal Transfer within Department ☐ Transfer between Department/Funds ☒ Supplemental Request

Purpose To fund the purchase of election equipment with current General Funds and additional Medicaid hold harmless revenues

Org	Obj	Proj	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00191510	9697		Elect Exp	325,575.00	0.00	200,000.00	125,575.00
00161710	6445		Hold Harml	125,000.00	117,225.00	0.00	242,225.00
00191960	9708		Cont Cap P	908,831.40	317,225.00	0.00	1,226,056.40
46091510	9331		MO Equip	66,848.32	0.00	5,775.24	61,073.08
46091510	9708		Cont Cap P	0.00	5,775.24	0.00	5,775.24
34361510	6910	EQUIP	Cont CPF	0.00	5,775.24	0.00	5,775.24
34361510	6902	EQUIP	Cont GF	0.00	317,225.00	0.00	317,225.00
34391510	9331	EQUIP	MO Equipment	0.00	323,000.24	0.00	323,000.24
				1,426,254.72	1,086,225.72	205,775.24	2,306,705.20

Budget Officer

County Manager

Board of Commissioners

☐ Approved ☐ Denied

☐ Approved ☐ Denied

☐ Approved ☐ Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

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

Section I.

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

Capital Projects Fund (Capital Reserve Fund)	\$6,913,063
Rental – Tower Lease	578,137
Lease Proceeds (Robert Wallace Park)	3,421,394
General Fund Contribution	3,618,055
Sale of Fixed Assets	423,417
Contributions and Donations	117,036
Park & Recreation Trust Fund(PARTF) Grant	350,000
TOTAL REVENUES	\$15,421,102

- D. The following appropriations are made as listed.

Downtown Parking Deck	\$246,000
Tax Collector Renovation	163,500
BOE Election Equipment	323,000
County Website Design	250,000
IAM Facility and Warehouse	2,000,000
Jail Camera Upgrade	47,000
LEC Law Enforcement Technology	786,932
Training & Firing Range Renovation	50,000
Courthouse Expansion	100,000
Northeast VFD Emergency Hydrants	40,000
Public Safety Training Center	90,000
Emergency Communications Equipment	1,951,529
JM Robinson High School Wetlands Mitigation	100,000
Robert Wallace Park	7,902,964
Frank Liske Park – Western Playground Restrooms	375,000
Frank Liske Park – Barn Restrooms	102,000
Frank Liske Park Overflow Parking	236,960
Carolina Thread Trail	50,000
Arena- Restroom Renovation	100,000
Arena –Aisle Safety Lighting	185,000
Arena – Marque Replacement & Sign	112,500

Unassigned	208,717
TOTAL EXPENDITURES	\$15,421,102
 GRAND TOTAL – REVENUES	 \$15,421,102
GRAND TOTAL – EXPENDITURES	\$15,421,102

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).

11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this the 18th day of April, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

APRIL 3, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2017 Meeting

SUBJECT:

Finance - Establishment of Other Post-Employment Benefits Trust Fund and Local Government Law Enforcement Special Separation Allowance Trust Fund

BRIEF SUMMARY:

The County provides certain benefits for its eligible retirees that constitute what are known as "other post-employment benefits" (*"OPEB"*). The County is required to account for OPEB pursuant to the Governmental Accounting Standards Board Statement No. 45; the County desires to create a trust fund (the *"OPEB Trust Fund"*) into which it will make an original deposit of \$1,000,000 and then deposit regular contributions in order to further fund the County's OPEB obligations. Such deposits into the OPEB Trust Fund will be irrevocable, not subject to the claims of creditors and may only be withdrawn by the County to provide other post-employment benefits to individuals who are former employees or beneficiaries of former employees of the County and who are entitled to other post-employment benefits payable by the County.

The County also provides certain pension benefits for its eligible law enforcement retirees that constitute what are known as "Local Government Law Enforcement Special Separation Allowance" (*"LEOSSA"*). The County is required to account for LEOSSA pursuant to the Article 12D of General Statute Chapter 143. The County desires to create a trust fund (the *"LEOSSA Trust Fund"*) into which it will make an original deposit of \$1,576,476 and then deposit regular contributions in order to further fund the County's LEOSSA obligations. Such deposits into the LEOSSA Trust Fund will be irrevocable, not subject to the claims of creditors and may only be

withdrawn by the County to provide Local Government Law Enforcement Special Separation Allowance payments to individuals who are former law enforcement employees or beneficiaries of former employees of the County and who are entitled to other Special Separation Allowance payments payable by the County.

It is requested to establish the two trust funds. Both trust funds would be held in an account established with the North Carolina Local Government Commission. Additional details will be available at the Board meetings.

REQUESTED ACTION:

Motion to authorize the Finance Director to establish an Other Post-Employment Benefits (OPEB) Trust Fund and a Local Government Law Enforcement Special Separation Allowance (LEOSSA) Trust Fund.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

APRIL 3, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2017 Meeting

SUBJECT:

Finance - Resolution Declaring Official Intent to Reimburse Expenditures with Proceeds of Debt Pursuant to U. S. Department of Treasury Regulations

BRIEF SUMMARY:

It is requested that the County advance its own funds to pay certain original expenditures associated with the new Cabarrus County High School and new Cabarrus County Performance Learning Center projects. Approval of the attached resolution will allow the County to pay the original expenditures and then reimburse itself for the expenditures with the proceeds of the debt to be incurred by the County for the 2017 Limited Obligation Bonds.

REQUESTED ACTION:

Motion to adopt the reimbursement resolution and authorize the Chairman to sign the reimbursement agreement for the New High School and New Performance Learning Center.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Reimbursement Resolution](#)
-

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF
THE COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on April 18, 2017, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris; Vice Chairman Diane R. Honeycutt and Commissioners F. Blake Kiger, Elizabeth F. Poole and Lynn W. Shue.

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Pamela S. Dubois, Senior Deputy County Manager; Susan B. Fearrington, Finance Director; Richard M. Koch, Esq., County Attorney; and Megan I.E. Smit, Clerk to the Board.

* * * * *

Chairman Stephen M. Morris introduced the following resolution, and its title was read:

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in part, the acquisition, construction, installation and equipping of (i) a new public high school and (ii) a new public performance learning center high school, in each case including the acquisition of necessary land and rights-of-way (the "School Projects").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and

the maximum principal amount of debt to be incurred with respect to the School Projects is expected to be \$65,210,000.

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the School Projects were placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

Commissioner _____ moved to approve the passage of the foregoing resolution and Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: [None.]

Nays: [None.]

Not Voting: [None.]

* * * * *

I, Megan I.E. Smit, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on April 18, 2017, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [] of the minutes of said Board of Commissioners, beginning at page ____ and ending at page ____.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 18th day of April, 2017.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

APRIL 3, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at April 18, 2017 Meeting

SUBJECT:

Finance - Resolution Relating to Installment Contract Financings of Various School and County Projects

BRIEF SUMMARY:

Finance requests the Board of Commissioners approve the attached resolution enabling staff to enter into one or more installment financing contracts for various public school and county projects. A public hearing is required, and it is requested to schedule the public hearing for the Board of Commissioners' regular meeting on May 15.

REQUESTED ACTION:

Motion to approve the resolution relating to one or more installment financing contracts in an aggregate principal amount of up to \$82,775,000, and to set a public hearing for Monday, May 15 at 6:30 p.m. or as soon thereafter as persons may be heard.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Installment Contract Resolution](#)
-

**EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS OF
THE COUNTY OF CABARRUS, NORTH CAROLINA**

The Board of Commissioners for the County of Cabarrus, North Carolina, met in regular session in the Commissioners' Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, the regular place of meeting, at 6:30 p.m., on April 18, 2018, with Stephen M. Morris, Chairman, presiding. The following Commissioners were:

PRESENT: Chairman Stephen M. Morris; Vice Chairman Diane R. Honeycutt and Commissioners F. Blake Kiger, Elizabeth F. Poole and Lynn W. Shue.

ABSENT: [None.]

ALSO PRESENT: Michael K. Downs, County Manager; Pamela S. Dubois, Senior Deputy County Manager; Susan B. Fearrington, Finance Director; Richard M. Koch, Esq., County Attorney; and Megan I.E. Smit, Clerk to the Board.

* * * * *

RESOLUTION RELATING TO LONG-TERM INSTALLMENT CONTRACT
FINANCINGS OF VARIOUS PUBLIC PROJECTS IN AN AGGREGATE
PRINCIPAL AMOUNT UP TO \$82,775,000; AUTHORIZING INTERIM
INSTALLMENT CONTRACT FINANCINGS FOR SUCH PROJECTS IN AN
AGGREGATE PRINCIPAL AMOUNT UP TO \$82,775,000; AUTHORIZING
THE EXECUTION AND DELIVERY BY THE CABARRUS COUNTY
DEVELOPMENT CORPORATION OF ONE OR MORE SERIES OF LIMITED
OBLIGATION BONDS AND/OR CERTIFICATES OF PARTICIPATION
RELATED THERETO AND CALLING REQUIRED PUBLIC HEARING

WHEREAS, the Board of Commissioners desires to undertake a proposed plan of financing in an aggregate principal amount of up to \$82,775,000, which plan would involve the entry by the County into one or more long-term installment financing contract(s) with the Cabarrus County Development Corporation (the "Corporation") or one or more other third parties pursuant to North Carolina General Statutes §160A-20, as amended, the proceeds of which would be used to pay all or a portion of the costs of (i) constructing and equipping new public school facilities and expanding, rehabilitating, renovating and equipping existing public school facilities, including but not limited to, one new high school and one new performance learning center high school, (ii) acquisition of two parcels of real property containing

approximately 25 acres, including all improvements located thereon, (iii) the construction and equipping of a new multi-story parking garage and related facilities on real property owned by the County, (iv) the acquisition of any necessary rights-of-way and easements related to each of the foregoing and (v) various real and personal property improvements related to each of the foregoing (collectively, the “Projects”), and under said one or more long-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such one or more long-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects or all or some portion of the real property upon which the Projects are located;

WHEREAS, as part of said proposed plan of financing, the Corporation may also execute and deliver one or more series of Limited Obligation Bonds and/or Certificates of Participation in said one or more long-term installment financing contract(s) in an aggregate principal amount not exceeding \$82,775,000 to finance the advancement of moneys to the County pursuant to said one or more long-term installment financing contract(s) between the County and the Corporation or one or more other third parties;

WHEREAS, as part of the proposed plan of financing for the Projects, the Board of Commissioners further desires to authorize interim financing for all or some portion of the Projects in an aggregate principal amount of up to \$82,775,000, which would involve the entry by the County into one or more short-term installment financing contract(s) with one or more third parties pursuant to North Carolina General Statutes §160A-20, as amended, the proceeds of which would be used to provide interim financing for all or some portion of the Projects pending execution and delivery of said one or more long-term financing contract(s) and the related Limited Obligation Bonds and/or Certificates of Participation, if any, and under said one or more short-term installment financing contract(s) the County would secure the repayment by the County of the moneys advanced pursuant to such short-term installment financing contract(s) by granting a security interest in and lien on all or some portion of the Projects or all or some portion of the real property upon which the Projects are located; and

WHEREAS, North Carolina General Statutes §160A-20, as amended, requires that the Board of Commissioners must hold a public hearing concerning the one or more short-term installment financing contract(s), the one or more long-term installment financing contract(s) and

the transactions contemplated thereby and associated therewith, with notice of said public hearing to be published once at least 10 days before the date of the public hearing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, as follows:

Section 1. The Board of Commissioners hereby finds and confirms that (i) the Projects and the financing thereof by one or more short-term contract(s) and one or more long-term contract(s) is necessary and expedient for the County; (ii) financing of the Projects by one or more short-term contract(s) and one or more long-term contract(s), under the circumstances, is preferable to a bond issue by the County; (iii) the sums to fall due under one or more short-term contract(s) and one or more long-term contract(s) are adequate and not excessive for their proposed purpose; (iv) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with law; (v) the increase in taxes, if any, necessary to meet the sums to fall due under one or more short-term contract(s) and one or more long-term contract(s) will not be excessive; and (vi) the County is not in default regarding any of its debt service obligations.

Section 2. As required by §160A-20 of the North Carolina General Statutes, as amended, a public hearing shall be held by the Board of Commissioners on May 15, 2017 at 6:30 p.m., or as soon thereafter as practicable, in the Commissioner's Meeting Room in the Cabarrus County Governmental Center in Concord, North Carolina, concerning the proposed execution of one or more short-term installment financing contract(s) and related documents, the execution of one or more long-term installment financing contract(s) and related documents, the proposed financing of the Projects and any other transactions associated therewith. The Clerk to the Board of Commissioners is directed to cause a notice of such public hearing, substantially in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County not less than 10 days prior to said public hearing.

Section 3. The appropriate officers of the County are hereby authorized and directed to do any and all things necessary, appropriate or convenient to effectuate the foregoing and the proposed plan of financing, including without limitation filing one or more applications with the North Carolina Local Government Commission seeking approval of the plan of financing or any component thereof, the publication of any required notices related thereto, consideration and

negotiation of proposals from one or more third parties regarding the one or more short-term installment financing contract(s) included in the proposed plan of financing, consideration and negotiation of proposals from one or more underwriters or one or more other third parties regarding the one or more long-term installment financing contract(s) included in the proposed plan of financing, and consideration and negotiation of the terms of the proposed plan of financing or any component thereof and the relevant legal documentation.

Section 4. This Resolution shall become effective immediately upon its adoption.

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled "RESOLUTION RELATING TO LONG-TERM INSTALLMENT CONTRACT FINANCINGS OF VARIOUS PUBLIC PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$82,775,000; AUTHORIZING INTERIM INSTALLMENT CONTRACT FINANCINGS FOR SUCH PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$82,775,000; AUTHORIZING THE EXECUTION AND DELIVERY BY THE CABARRUS COUNTY DEVELOPMENT CORPORATION OF LIMITED OBLIGATION BONDS AND/OR CERTIFICATES OF PARTICIPATION RELATED TO LONG-TERM INSTALLMENT CONTRACT FINANCINGS AND CALLING REQUIRED PUBLIC HEARING" was adopted and passed by the following vote:

AYES: _____

NOES: _____

* * * * *

I, Megan I.E. Smit, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on April 18, 2018, as relates in any way to (i) a proposed plan of financing for public school projects, acquisition of real property and a parking deck project, (a) utilizing one or more short-term installment financing contract(s) under North Carolina General Statutes §160A-20 with one or more third parties and/or (b) utilizing one or more long-term installment financing contract(s) under North Carolina General Statutes §160A-20 with one or more third parties, (ii) the call of a public hearing related to such proposed plan of financing and (iii) the resolution hereinabove set forth,

and that said proceedings are recorded in Minute Book No. ____ of the minutes of said Board of Commissioners, beginning at page ____ and ending at page ____.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 18th day of April, 2018.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the “Board”) of the County of Cabarrus, North Carolina (the “County”), will conduct a public hearing on May 15, 2017 concerning the execution and delivery of (a) one or more short-term installment financing contract(s) with one or more third parties and (b) one or more long-term installment financing contract(s) with one or more third parties (collectively, the “Contracts”) to finance all or a portion of the costs of (i) constructing and equipping new public school facilities and expanding, rehabilitating, renovating and equipping existing public school facilities, including but not limited to, one new high school and one new performance learning center high school, (ii) acquisition of two parcels of real property containing approximately 25 acres, including all improvements located thereon, (iii) the construction and equipping of a new multi-story parking garage and related facilities on real property owned by the County, (iv) the acquisition of any necessary rights-of-way and easements related to each of the foregoing and (v) various real and personal property improvements related to each of the foregoing (collectively, the “Projects”).

The plan of financing for the Projects involves (i) the entry by the County into one or more short-term installment financing contract(s) with one or more third parties who will provide the County with up to \$82,775,000 pursuant to the terms of the short-term installment financing contract(s), which amounts will be used to provide interim financing for the Projects pending execution and delivery of one or more long-term financing contract(s) and (ii) the entry by the County into one or more long-term installment financing contract(s) with one or more third parties who will provide the County with up to \$82,775,000 pursuant to the terms of said one or more long-term installment financing contract(s), which amounts will be applied to provide long-term financing for the Projects. The County’s obligations to any third party supplying short-term or long-term financing are authorized by North Carolina General Statutes §160A-20 and will be secured by a lien upon or security interest in all or some portion of the Projects and in all or some portion of the real property on which the Projects will be located.

The obligations of the County under the Contracts will not be deemed to be a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation and the Contracts will not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Contracts are in effect. No deficiency judgment may be rendered against the County in any action for breach of the Contracts and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under the Contracts.

PLEASE TAKE NOTICE THAT THE BOARD WILL HOLD A PUBLIC HEARING CONCERNING THE PLAN OF FINANCING AT 6:30 P.M., OR AS SOON THEREAFTER AS THE HEARING CAN BE HELD, ON MONDAY, MAY 15, 2017, IN THE COMMISSIONERS’ MEETING ROOM IN THE CABARRUS COUNTY GOVERNMENTAL CENTER, CONCORD, NORTH CAROLINA, AT WHICH ANY PERSON MAY BE HEARD CONCERNING THE PLAN OF FINANCING. ANY PERSON WISHING TO COMMENT IN WRITING ON THE PLAN OF FINANCING MAY DO SO BY DELIVERING SUCH COMMENTS TO THE UNDERSIGNED AT 65 CHURCH STREET SE, CONCORD, NORTH CAROLINA, 28026, WITHIN 5 DAYS FROM THE DATE OF PUBLICATION OF THIS NOTICE.

Megan I.E. Smit
Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**APRIL 18, 2017
6:30 P.M.**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS
GIRL SCOUT BROWNIE TROOP 2225
BETHEL UNITED METHODIST CHURCH

INVOCATION

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Hauler Parade Presentation
2. Active Living and Parks – Older Americans Month 2017 Proclamation
3. Planning and Development – Soil and Water Stewardship Week Proclamation

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

E. OLD BUSINESS

1. EMS – Non-Emergency Franchise Renewal for American TransMed – Second Reading

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. Board of Elections - Purchase of 60 Model DS200 Scanners
2. Finance - Establishment of Other Post-Employment Benefits Trust Fund and Local Government Law Enforcement Special Separation Allowance Trust Fund
3. Finance - Resolution Declaring Official Intent to Reimburse Expenditures with Proceeds of Debt Pursuant to U. S. Department of Treasury Regulations
4. Finance - Resolution Relating to Installment Contract Financings of Various School and County Projects
5. Tax Administration - Refund and Release Report - March 2017

G. NEW BUSINESS

1. County Attorney - Request for Refund of Portion of Excise Tax on Real Property Transfer - Public Hearing 6:30 P.M.

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments – Juvenile Crime Prevention Council (JCPC)

I. REPORTS

1. County Manager - Monthly New Development Report
2. County Manager - Monthly Reports on Building Activity
3. EDC - March 2017 Monthly Summary Report
4. Finance - Monthly Financial Update
5. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
6. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

1. Closed Session – Pending Litigation and Economic Development

M. ADJOURN

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

Scheduled Meetings:

May 1	Work Session	4:00 p.m.	Multipurpose Room
May 15	Regular Meeting	6:30 p.m.	BOC Meeting Room
May 23	Budget Meeting	4:00 p.m.	Multipurpose Room
May 25	Budget Meeting	4:00 p.m.	Multipurpose Room
June 5	Work Session	4:00 p.m.	Multipurpose Room
June 19	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

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

Channel 22 Broadcast Schedule

Cabarrus County Board of Commissioners' Meetings

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

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



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**APRIL 3, 2017
4:00 P.M.**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Economic Development

BRIEF SUMMARY:

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

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
APRIL 3, 2017**

ADDITIONS:

Discussion Items for Action

4-6 Tax Administration – Resolution Opposing Senate Bill 363 Pg. 50

4-7 Proclamation – Fair Housing Month Pg. 55

SUPPLEMENTAL INFORMATION:

Discussion Items – No Action

3.2 County Manager – Update on the FY 2018 Budget Process Pg. 57

- **Capital Project Budget Amendment**
- **One-Time Projects**
- **One-Time Projects Budget Amendment**

REMOVED:

Closed Session

Closed Session – Pending Litigation and Economic Development

ADDITION



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**APRIL 3, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Tax Administration – Resolution Opposing Senate Bill 363

BRIEF SUMMARY:

Tax Administration staff will briefly review the potential impacts of Senate Bill 363. It is requested to adopt a resolution in opposition to the bill.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to adopt the resolution opposing S363.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Eddie Mitchum, Tax Administrator

Megan Smit, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:



**A RESOLUTION OPPOSING MODIFICATIONS TO THE
MACHINERY ACT AS OUTLINED IN S363 “AN ACT TO MODIFY
APPEALS OF PROPERTY TAX VALUATION WHERE THE APPEAL
INVOLVES CERTAIN APPRAISALS”**

WHEREAS, the “Machinery Act,” the official title given to Subchapter II of Chapter 105 of the North Carolina General Statutes, governs the entire administrative structure of the property tax system used by counties and municipalities in North Carolina; and

WHEREAS, Senate Bill 363 filed on March 22, 2017, removes the authority of the local Boards of Equalization and Review and the Property Tax Commission to make reasoned, informed decisions regarding the assessed values of properties; and

WHEREAS, the bill removes the ability for both the Property Tax Commission and the local Boards of Equalization and Review to ensure that similar properties are appraised in a similar manner, thereby promoting inequality among property values; and

WHEREAS, by promoting inequality among properties, the bill would create inequity among property owners through inequitable tax bills for similar properties; and

WHEREAS, the bill appears to presume that a county can appeal the decision of the local Board of Equalization and Review to the State Commission; although the statutory appeal rights are available only to the appealing property owners, and not to the county; and

WHEREAS, S363 fails to recognize that appraisal opinions are almost always reflective of a range of values that are sometimes higher and sometimes lower than typical values; and

WHEREAS, S363 fails to recognize that the purpose for which an appraisal is conducted can have a significant impact on where the final value falls within a given range; and

WHEREAS, because the bill would require adopting the value expressed in the appraisal, it is certain that neighboring and similar properties would become appraised at different levels; and

WHEREAS, the bill does not provide discretion from local or state oversight boards to evaluate the quality of the submitted appraisal; and

WHEREAS, counties must provide and bear the cost of hiring mutually agreed upon appraisers if the county has an exception to order; and

WHEREAS, regarding county exceptions and appeals to the Property Tax Commission, S363 directs the Property Tax Commission to modify the appealed appraisal to the average value provided; and

WHEREAS, S363 represents a dangerous departure from a procedure that has historically offered due process and equal protection for taxpayers statewide.

NOW THEREFORE BE IT RESOLVED that the Cabarrus County Board of Commissioners opposes Senate Bill 363 and hereby requests their local delegation to the North Carolina General Assembly join them in opposition of this bill.

Adopted this the 3rd day of April, 2017.

Stephen M. Morris, Chairman
Board of Commissioners

ATTEST:

Megan I.E. Smit, Clerk to the Board

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017

S

1

SENATE BILL 363

Short Title: Machinery Act Update.

(Public)

Sponsors: Senators Tarte, Tucker, and McKissick (Primary Sponsors).

Referred to: Rules and Operations of the Senate

March 23, 2017

A BILL TO BE ENTITLED
AN ACT TO MODIFY APPEALS OF PROPERTY TAX VALUATIONS WHERE THE
APPEAL INVOLVES CERTAIN APPRAISALS.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 105-322(g)(2) reads as rewritten:

"§ 105-322. County board of equalization and review.

...
(g) Powers and Duties. – The board of equalization and review has the following powers and duties:

...
(2) Duty to Hear Taxpayer Appeals. – On request, the board of equalization and review shall hear any taxpayer who owns or controls property taxable in the county with respect to the listing or appraisal of the taxpayer's property or the property of others.

...
c. At a hearing under provisions of this subdivision (g)(2), the board, in addition to the powers it may exercise under the provisions of subdivision (g)(3), below, shall hear any evidence offered by the appellant, the assessor, and other county officials that is pertinent to the decision of the appeal. If the evidence presented by the appellant includes an appraisal by a certified general real estate appraiser, as defined in G.S. 93E-1-4, the board shall modify the appraisal appealed to the value provided in the appraisal and ensure the appraisal is included in the record in any subsequent appeal. Upon the request of an appellant, the board shall subpoena witnesses or documents if there is a reasonable basis for believing that the witnesses have or the documents contain information pertinent to the decision of the appeal.

...."
SECTION 2. G.S. 105-290 reads as rewritten:

"§ 105-290. Appeals to Property Tax Commission.

(a) Duty to Hear Appeals. – In its capacity as the State board of equalization and review, the Property Tax Commission shall hear and adjudicate appeals from boards of county commissioners and from county boards of equalization and review as provided in this section.

(b) Appeals from Appraisal and Listing Decisions. – The Property Tax Commission shall hear and decide appeals from decisions concerning the listing, appraisal, or assessment of



property made by county boards of equalization and review and boards of county commissioners. Any property owner of the county may except to an order of the county board of equalization and review or the board of county commissioners concerning the listing, appraisal, or assessment of property and appeal the order to the Property Tax Commission. If a county has an exception to an order of the county board of equalization and review or the board of county commissioners due to the submission and acceptance of an appraisal performed by a certified general real estate appraiser by an appellant pursuant to G.S. 105-322(g)(2)c., the county, in support of the exception, must provide (i) an appraisal by the county's appraiser and (ii) an appraisal by another certified general real estate appraiser mutually chosen by the county's appraiser and the appellant's appraiser.

...

- (3) On the basis of the findings of fact and conclusions of law made after any hearing provided for by this subsection (b), the Property Tax Commission shall enter an order (incorporating the findings and conclusions) reducing, increasing, or confirming the valuation or valuations appealed or listing or removing from the tax lists the property whose listing has been appealed. If a county has an exception to an order of the county board of equalization and review or the board of county commissioners, the Property Tax Commission shall modify the appraisal appealed to the average value provided in the appraisals required to be provided to the Commission. A certified copy of the order shall be delivered to the appellant and to the clerk of the board of commissioners of the county from which the appeal was taken, and the abstracts and tax records of the county shall be corrected to reflect the Commission's order.

...."

SECTION 3. This act is effective when it becomes law and applies to appeals to boards of equalization and review commenced on or after that date.

ADDITION



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

APRIL 3, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Proclamation – Fair Housing Month

BRIEF SUMMARY:

The following proclamation declares April 2017 as Fair Housing Month.

REQUESTED ACTION:

Motion to suspend Rules of Procedure.

Motion to adopt proclamation.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Diane Honeycutt, Vice Chairman

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:



CABARRUS COUNTY BOARD OF COMMISSIONERS

PROCLAMATION

WHEREAS, April 11, 2017, marks the 49th anniversary of the passage of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, religion, sex, familial status, handicap and national origin, and encourages fair housing opportunities for all; and

WHEREAS, The Central Carolina Association of REALTORS Inc., is committed to highlight the Fair Housing Act by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure every one of their right to fair housing; and

WHEREAS, The NATIONAL ASSOCIATION OF REALTORS® Code of Ethics commits all REALTORS® to providing equal professional services without discrimination based on race, color, religion, sex, familial status, handicap, sexual orientation, gender identity, and national origin; and

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Commissioners for Cabarrus County, North Carolina, do hereby resolve that April 2017, being Fair Housing Month, begins a year-long commemoration of the Fair Housing Act in Cabarrus County and urge all citizens to wholeheartedly recognize this celebration throughout the year.

Adopted this the 3rd day of April, 2017.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Date: 4/18/2017

Amount: \$3,299,014.74

Dept. Head: Susan Fearington

Department: Finance-Capital Project Funds

☐ Internal Transfer Within Department☒ Transfer Between Departments/Funds☐ Supplemental Request**Purpose:**

As part of the FY18 budget process we need to set up the final FY17 projects being funded through the Capital Reserve Fund. This budget amendment will 1) provide funding for a \$110,600 Warehouse purchase shortfall, \$30,664 of additional Warehouse contingency and move the original \$2,000,000 contribution to up-fit the Warehouse from Fund 343 Construction and Renovation fund to Fund 369 Limited Obligation 2017 Fund setting up appropriate account numbers for tracking of expenditures and 2) Provide an additional \$640,554 for the purchase of land for a new Cabarrus County School Elementary School. This funding will be added to our land bank funds of \$517,196.74. All land funds for the new Elementary school will be moved to the LOBS 2018 Fund.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
34391950-9830-BUILD	Other Improvements	\$2,000,000.00		\$2,000,000.00	\$0.00
34361950-6921-BUILD	Cont from Cap Res Fd	\$2,000,000.00		\$2,000,000.00	\$0.00
					\$0.00
36991950-9607	Engineers	\$0.00	\$15,000.00		\$15,000.00
36991950-9826	Building Acquisition	\$4,000,000.00	\$600,000.00		\$4,600,000.00
36991950-9802	Road Construction	\$0.00	\$300,000.00		\$300,000.00
36991950-9820	Building Improvements	\$0.00	\$1,080,000.00		\$1,080,000.00
36991950-9660	Contingency	\$0.00	\$5,000.00		\$5,000.00
36961950-6921	Cont from Cap Res Fd	\$4,000,000.00	\$2,000,000.00		\$6,000,000.00
					\$0.00
45097220-9821	Building & Reno	\$5,762,408.20		\$141,264.00	\$5,621,144.20
45097220-9708	Cont to Cap Proj Fd	\$55,577,612.10	\$141,264.00		\$55,718,876.10
					\$0.00
36991950-9660	Contingency	\$165,600.00	\$141,264.00		\$306,864.00
36961950-6921	Cont from Cap Res Fd	\$6,000,000.00	\$141,264.00		\$6,141,264.00
					\$0.00
45097220-9821	Building & Reno	\$5,621,144.20		\$640,554.00	\$4,980,590.20
45097220-9708	Cont to Cap Proj Fd	\$55,718,876.10	\$640,554.00		\$56,359,430.10
					\$0.00
37097345-9801	Land Acquisition	\$0.00	\$640,554.00		\$640,554.00
37067345-6921	Cont from Cap Res Fd	\$0.00	\$640,554.00		\$640,554.00
					\$0.00
36497210-9801	Land Acquisition	\$517,196.74		\$517,196.74	\$0.00
36467210-6921	Cont from Cap Res Fd	\$517,196.74		\$517,196.74	\$0.00
					\$0.00
37097345-9801	Land Acquisition	\$640,554.00	\$517,196.74		\$1,157,750.74
37067345-6921	Cont from Cap Res Fd	\$640,554.00	\$517,196.74		\$1,157,750.74
					\$0.00
	Total	\$143,161,142.08	\$7,379,847.48	\$5,816,211.48	\$144,724,778.08



Budget Amendment Request

Date 4/17/2017

Amount 1,035,551.00

Department Head Susan Fearington

Department Finance

Prepared By Kristin Jones

☐ Internal Transfer within Department ☐ Transfer between Department/Funds ☒ Supplemental Request

Purpose Additional Medicaid Hold Harmless funds (\$1,364,274) were received during FY17. Several one-time projects can be funded through additional revenue. This budget amendment records the additional revenue and the requested project expenditures.

Org	Obj	Proj	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00191810	9862		Technology	218,078.00	211,351.00	0.00	429,429.00
00191110	9331		MO Equip	512.00	6,200.00	0.00	6,712.00
00191952	9860		Equip&Furn	0.00	58,000.00	0.00	58,000.00
00191955	9863		Motor Vehi	705,974.00	140,000.00	0.00	845,974.00
00191940	9860		Equip&Furn	174,905.00	100,000.00	0.00	274,905.00
00191960	9708		Cont Cap P	908,831.40	520,000.00	0.00	1,428,831.40
00161710	6445		Hold Harml	242,225.00	1,035,551.00	0.00	1,277,776.00
36997341	9801		Land Acq	0.00	195,000.00	0.00	195,000.00
36967341	6902		Cont GF	0.00	195,000.00	0.00	195,000.00
34394610	9830		Other Impr	0.00	325,000.00	0.00	325,000.00
34364610	6902		Cont GF	0.00	325,000.00	0.00	325,000.00
				2,250,525.40	3,111,102.00	0.00	5,361,627.40

Budget Officer

County Manager

Board of Commissioners

☐ Approved ☐ Denied

☐ Approved ☐ Denied

☐ Approved ☐ Denied

Signature

Signature

Signature

Date

Date

Date

Cabarrus County

One-Time Projects

One-time Projects for use of Medicaid Hold Harmless Reduces Cost from FY 2018 Budget

1810-9862	Tyler Content Management	61,000	Keep in FY 17 General Fund & Issue PO's
	Sheriff Arbitrator platform of 15		
	vehicles (wireless cameras,		
	microphones, back seat cameras)	90,465	
	Biteck ITS mobile	5,966	
	Network upgrades:		
	Government center	7,600	
	Human Services	19,160	
	Sheriff Admin	14,370	
	Concord Library	2,395	
	Elections	2,395	
	Conference Room B Aquos Board	8,000	
1110-9331	Chairs for Conference Room B	6,200	Keep in FY 17 General Fund & Issue PO's
1952-9860	Fork Lift	58,000	Keep in FY 17 General Fund & Issue PO's
1955-9863	Dump Truck	140,000	Keep in FY 17 General Fund & Issue PO's
1940-9860	Tractor	45,000	Keep in FY 17 General Fund & Issue PO's
1940-9860	Chipper	55,000	Keep in FY 17 General Fund & Issue PO's
	Land for PLC	195,000	36997341-9801
	Landfill Retaining Wall	325,000	34394610-9830
	One Time Projects	1,035,551	