



**CABARRUS COUNTY
BOARD OF COMMISSIONERS**

**WORK SESSION
AUGUST 5, 2013
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

2.1 Including Changes to the Agenda Pg. 385

3. DISCUSSION ITEMS – NO ACTION

3.1 County Manager – Update on CCS & KCS QSCB (Qualified School Construction Bonds) Projects Pg. 3

4. DISCUSSION ITEMS FOR ACTION AT AUGUST 19, 2013 MEETING

4.1 CCS – Proposed Sale of Property Pg. 9

4.2 Active Living and Parks - Development of Two Multi-Purpose Fields at Frank Liske Park Pg. 88

4.3 Cooperative Extension - Agricultural Advisory Board - Recommendation for Voluntary Agricultural District Application Approval Pg. 92

4.4 Cooperative Extension - Receipt of Cannon Foundation Grant Proceeds for the Cabarrus 4-H Foundation, Inc. - \$35,000 Pg. 96

4.5 County Manager - Adoption of the 2013 County Management Records Retention and Disposition Schedule Pg. 100

4.6 County Manager - Appointment to the Charlotte Douglas International Airport Commission Pg. 231

4.7 County Manager - Request from the Town of Midland for a Sewer Easement Across Wallace Park Property Pg. 241

4.8 County Manager - Revision to Chapter 78, Article III Code of Ordinances Pg. 246

4.9 EDC - Economic Development Grant Request for Windshear Pg. 309

4.10 Finance - Rent and Utilities for Human Services and Elma C. Lomax Incubator Farm - Budget Amendment Pg. 313

4.11 Finance – Reappropriation of Funds for Ongoing Projects Pg. 315

4.12 General Services - Award of Service Truck(s) and SUV(s) Bids Pg. 317

4.13 Human Services - Discussion Concerning the Establishment of a Phone Policy for Economic Services Pg. 344

- 4.14 Human Services - Target Corporation Grant Awarded for Arts Supplies for Children in the Foster Care Program Pg. 346
- 4.15 ITS - Approval of Storage Area Network Lease Extension Pg. 349
- 4.16 Planning & Development - 2012-2013 HOME CAPER Annual Report Pg. 351
- 4.17 Planning & Development - Soil & Water Conservation District - Option to Purchase Conservation Easement Along Back Creek Pg. 358
- 4.18 Sheriff – Approval of Bid from Hilbish Motor Company for 2014 Ford Police Interceptor Vehicles - \$367,185 Pg. 371

6. APPROVAL OF REGULAR MEETING AGENDA Pg. 380

7. CLOSED SESSION

- 7.1 Closed Session – Pending Litigation Pg. 384

8. ADJOURN – CHAIRMAN



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

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

BRIEF SUMMARY:

CCS & KCS representatives will present an update on the QSCB projects at the work session. The update will include:

- Executed contracts by project
- Project timelines and budgets

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Len Witke, Cabarrus County Schools
Will Crabtree, Kannapolis City Schools

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [KCS QSCB Report](#)
 - [QSCB Project Status Report](#)
 - [QSCB Milestone Report](#)
-

QSCB Projects KCS

	A.L. Brown High School Boiler	A.L. Brown High School Lighting	Kannapolis Intermediate HVAC	Kannapolis Intermediate Roof	Forest Park Elementary Controls	Woodrow Wilson Elementary Controls	Jackson Park Elementary Controls	Fred L. Wilson Elementary Controls	Total
Engineer	\$ 5,200.00	\$ 35,200.00	\$ 110,500.00	\$ 172,662.30	\$ 5,200.00	\$ 10,000.00	\$ 8,000.00	\$ 6,500.00	\$ 353,262.30
Construction	\$ 61,025.00	\$ 111,120.00	\$ 1,601,319.37	\$ 1,127,234.00	\$ -	\$ 136,960.00	\$ 148,955.53	\$ -	\$ 3,186,613.90
Budget	\$ 66,225.00	\$ 146,400.00	\$ 1,711,819.37	\$ 1,294,240.00	\$ 5,200.00	\$ 146,960.00	\$ 156,955.53	\$ 6,500.00	\$ 3,534,299.90
+/-	\$ -	\$ 80.00	\$ -	\$ (5,656.30)	\$ -	\$ -	\$ -	\$ -	\$ (5,576.30)

Note- Kannapolis City Schools will cover the Kannapolis Intermediate Roof project overage from their General Fund.

Cabarrus County Schools

QSCB Funded Project Status

As of July 23, 2013

School	Project Description	Total Original Project Budget	Change in Budget	Requested Budget Amendment	Adjusted Project Budget	Amount Encumbered	Paid to Date	Bid Amount - Not encumbered	Estimated Future Expenses	Contingency for open projects	Balance Remaining	Project complete
Beverly Hills Elementary	Replace Windows in Four Classrooms	50,000	26,741		76,741	-	76,741				-	100%
Coltrane Webb Elementary	Remodel for Magnet School Program	150,000	(70,996)		79,004	-	79,004				-	100%
Central Cabarrus High	Replacement Windows & Doors	525,000	(64,821)		460,179	8,838	442,840				8,501	99%
Central Cabarrus High	Office Renovation & New Entry Vest.	150,000	168,114		318,114	-	318,114				-	100%
Concord High School	Replace Chillers & Controls	895,451	(205,073)		690,378	-	690,378				-	100%
Concord High School	Dining Room Addition	500,000	76,832		576,832	-	576,832				-	100%
Concord High School	Auditorium Improvements	175,000	113,223		288,223	-	288,223				-	100%
Northwest Cabarrus High	Replace Chillers & Controls	696,171	(74,482)		621,689	-	621,689				-	100%
Northwest Cabarrus High	Gym Addition	1,500,000	1,384,705		2,884,705	1,131,101	1,739,359		14,245		-	57%
PLC - J.N. Fries Middle	Remodel One Wing for PLC Program	200,000	(2,606)		197,394	-	197,394				-	100%
Subtotal		4,841,622	1,351,637	0	6,193,259	1,139,939	5,030,574	-	14,245	-	8,501	
Mechanical, Electrical and Plumbing Engineering												
Central Cabarrus High	Replace Chillers & Controls	676,163	115,653		791,816	-	791,816				-	100%
Central Cabarrus High	Electrical Vault Code Upgrades	225,000	(37,939)		187,061	-	187,061				-	100%
Mt. Pleasant Elementary	A/C System Replacement	785,957	(84,619)		701,338	-	701,338				-	100%
Northwest Cabarrus Middle	Replace Heat Pumps in 7th Grade Wing	226,695	(16,774)		209,921	-	209,921				-	100%
Various Schools - Breaker Panels	Electrical Panel Testing and Corrections plus Safety Equipment	375,846	(82,408)		293,438	22,043	266,770				4,625	99%
Subtotal		2,289,661	(106,087)	0	2,183,574	22,043	2,156,906	-	-	-	4,625	
Roof Replacement												
J.N. Fries Middle School	Partial Roof Replacement	220,000	144,845		364,845	189,560	91,168		84,117		-	40%
Subtotal		220,000	144,845	0	364,845	189,560	91,168	-	84,117	-	-	
Food Service Improvements												
Beverly Hills Elementary	Kitchen Hood Modifications	50,000	14,880		64,880	-	64,880				-	100%
Mt. Pleasant Middle School	Kitchen Hood Modifications	50,000	9,582		59,582	-	59,582				-	100%
R. Brown McAllister Elem.	Kitchen Hood Modifications	50,000	21,905		71,905	-	71,905				-	100%
Subtotal		150,000	46,367	0	196,367	-	196,367	-	-	-	-	
Information Technology Upgrades and New Systems												
Central Cabarrus High	Servers, Switches, Wireless, Wiring	275,000	(39,950)		235,050	-	235,050				-	100%
Concord High School	Switches, Wireless, Wiring	90,000	(9,919)		80,081	-	80,081				-	100%
Concord Middle School	Servers, Switches, Wireless	200,000	(4,174)		195,826	-	195,826				-	100%
Jay M. Robinson High	Servers, Switches, Wireless, Wiring	300,000	2,666		302,666	-	302,666				-	100%
J.N. Fries Middle School	Servers, Switches, Wireless, Wiring	190,000	7,746		197,746	-	197,746				-	100%
Mt. Pleasant Middle School	Servers, Switches, Wireless, Wiring	190,000	(28,159)		161,841	-	161,841				-	100%
Northwest Cabarrus High	Switches, Wireless, Wiring	50,000	22,527		72,527	-	72,527				-	100%
Northwest Cabarrus Middle	Servers, Switches, Wireless, Wiring	190,000	(31,836)		158,164	-	158,164				-	100%
Wincoff Elementary School	Servers, Switches, Wireless, Wiring	125,000	20,555		145,555	-	145,555				-	100%
Subtotal		1,610,000	(60,544)	0	1,549,456	-	1,549,456	-	-	-	-	

Cabarrus County Schools

QSCB Funded Project Status

As of July 23, 2013

School	Project Description	Total Original Project Budget	Change in Budget	Requested Budget Amendment	Adjusted Project Budget	Amount Encumbered	Paid to Date	Bid Amount - Not encumbered	Estimated Future Expenses	Contingency for open projects	Balance Remaining	Project complete
Postponed projects to be reinstated - priority order												
Coltrane Webb Elementary	Kitchen Hood Modifications	50,000	(43,848)		6,152	-	6,152				-	5%
Mt. Pleasant High School	New Boilers	63,000	89,461		152,461	128,403	5,080		18,978		-	15%
Concord High School	Weight Room Addition and Remodel	100,000	(99,644)		356	-	356				-	100%
Concord High School	Vocational Building Remodeling	150,000	(149,494)		506	-	506				-	100%
Concord High School	Weight Room & Voc Bldg Combined		370,000		370,000	332,421	22,968		14,611		-	20%
Northwest Cabarrus High*	Practice Athletic Fields & Buildings	600,000	(560,273)		39,727	-	39,727				-	5%
Postponed projects												
Beverly Hills Elementary	Replace Chillers & Controls	332,556	(305,979)		26,577	-	26,577				-	5%
Northwest Cabarrus High	Upgrade Entrance Canopy & Security	175,000	(175,000)		-	-	-				-	0%
Mt. Pleasant Middle School	Replace Chillers & Controls	476,018	(456,441)		19,577		19,577				-	5%
Projects Completed with other funds												
Hickory Ridge High School	Wireless	25,000	(25,000)		-	-	-				-	100%
Mt. Pleasant High School	Wireless	20,000	(20,000)		-	-	-				-	100%
Subtotal		1,991,574	(1,376,218)	0	615,356	460,824	120,943	-	33,589	-	-	
* Physically located adjacent to Boger Elementary and available to NW High, NW Middle and Boger Elementary.												
TOTALS FOR ALL PROJECTS		\$ 11,102,857	\$ -	\$ -	\$ 11,102,857	\$ 1,812,366	\$ 9,145,414	\$ -	\$ 131,951	\$ -	\$ 13,126	



**QSCB DESIGN AND CONSTRUCTION PROJECTS
MILESTONE REPORT**

School	Project	Complete	Current Status	Issue Design Review	Bid Issue Date	Pre-Bid Meeting	Bid Opening Date	Construction Start	Substantial Completion Date	Notes
Architectural										
Central Cabarrus High	Windows and Doors	99%	Punch list					5/25/12	4/19/13	Total Project is Substantially Complete
Northwest Cabarrus High	Gym Addition	57%	Construction					12/17/12	8/30/13	Renovation of gym and new construction are underway.
Coltrane Webb Elementary	Kitchen Hood Replacement	5%	No longer a QSCB project							CCS Maintenance funded project. Will remove in August.
Mt. Pleasant High School	Boilers Replacement	15%	Award Phase	11/15/11			6/18/13	7/23/13	9/15/13	June bid, July award. Executing contracts.
Concord High School	Weight Room & Vocational Building	20%	Construction	4/12/13	4/11/13	4/30/13	5/8/13	6/10/13	9/30/13	Construction started. Weather is an issue.
Mechanical, Electrical and Plumbing Engineering										
Various Schools - Breaker Panels	Upgrade Electrical Panels per Code	99%	Construction					10/2/12	5/23/13	CCS received required documentation.
Roof Replacement										
J.N. Fries Middle School	Partial Roof Replacement	40%	Award Phase			5/21/13	5/30/13	7/23/13	10/1/13	Award dependent on July BOE Funds Transfer approval.
Postponed Projects to be Reinstated - priority order										
Postponed Projects										
Beverly Hills Elementary	Chiller & Controls Replacement	5%	Postponed							Design Only - Funding transfer to NWCHS Gym
Northwest Cabarrus High	Entrance Canopy Modifications	0%	Postponed							Funds for NWCHS Gymnasium
Northwest Cabarrus High*	Practice Fields	5%	Postponed							Funding transferred to MPHS boiler and JNFMS Roof.
Mt. Pleasant Middle School	Replace Chillers and Controls	5%	Postponed							Design Only; Funds for NWCHS Gymnasium

* Was To be used by Boger, NWCMS & NWCHS.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

CCS - Proposed Sale of Property

BRIEF SUMMARY:

The City of Concord has approached Cabarrus County Schools Board of Education (BOE) with a request to purchase the Webb Field property. The property consists of 8.4474 acres of land on which are constructed several buildings and other improvements made by the City over time. This represents a value, based on the attached appraisal, of \$210,000, which is what the City has offered to pay the BOE for the property. Currently, the City of Concord rents the property for \$1.00 per year and over the course of more than half a century the City has made investments in the property which has included the construction of the swimming pool and related buildings, as well as other building and field improvements. The City would like to replace the football and baseball field lighting at this time and make other significant improvements to the buildings in the future.

If the Board of Commissioners chooses not to allow the sale of the land to proceed, then it is the City's request that its lease be extended for a minimum period of at least fifty (50) years at the current rate so the City's investment in the facilities on the property will be of use to the community for at least that amount of time. Therefore, it is the Board of Education's request that the Board of Commissioners refuse its right to sell the property, approve the sale of the Webb Field property to the City of Concord by the Board of Education for a total of \$210,000 and agree that the proceeds from the sale will be allowed for capital improvements in Cabarrus County schools, as determined by the Board of Education.

REQUESTED ACTION:

Direct staff as to the Board's interest in purchasing the property or permitting Cabarrus County Schools to move forward with the sale to the City of Concord, as presented.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Len Witke, CCS

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS

ATTACHMENTS

Glenn Center Appraisal
Glenn Center Aerial

Appraisal of Real Property

The Glenn Center
Athletic Complex
120 Marsh Avenue Northwest
Concord, Cabarrus County, North Carolina 28025

Prepared For:
City of Concord

Effective Date of the Appraisal:
March 22, 2013

Report Format:
Summary

IRR - Charlotte
File Number: 105-2013-0503





The Glenn Center
120 Marsh Avenue Northwest
Concord, North Carolina



May 10, 2013

Sue Hyde
Director of Engineering
City of Concord
PO Box 308
Concord, North Carolina 28026-0308

SUBJECT: Market Value Appraisal
The Glenn Center
120 Marsh Avenue Northwest
Concord, Cabarrus County, North Carolina 28025
IRR - Charlotte File No. 105-2013-0503

Dear Ms. Hyde:

Integra Realty Resources – Charlotte is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value as is of the fee simple interest in the property. The client for the assignment is City of Concord, and the intended use is for asset valuation purposes.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of City of Concord. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

To report the assignment results, we use the summary report option of Standards Rule 2-2 of USPAP. Accordingly, this report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

The subject contains a swimming pool, two baseball fields, a football field and seven athletic buildings that contain a total of 6,509 square feet of rentable area. The improvements were

constructed in various years and are 100% owner occupied as of the effective appraisal date. The subject site is 8.4474 acres, or 367,969 square feet. Note that the subject is a portion of a larger 15.8400 acre, or 689,990 square foot parcel which also contains a school.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	March 22, 2013	\$940,000

Please note that the contributing value of the swimming pool and the pool building is approximately \$220,000, which is included in the value conclusion above.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusion is subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusion.

1. Though requested, we were not provided building plans for the subject improvements. We have relied on appraiser measurements to determine the size of the improvements.
2. We have relied on a preliminary survey prepared by David Medlin, dated April 29, 2013. We assume the final version of the survey will match the one we were provided.

The value conclusion is based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. There are none.
-



Sue Hyde
City of Concord
May 10, 2013
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

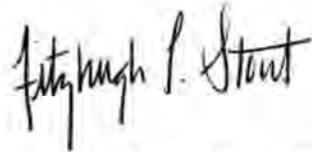
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Summary of Salient Facts and Conclusions

Property Name	The Glenn Center	
Address	120 Marsh Avenue Northwest Concord, Cabarrus County, North Carolina 28025	
Property Type	Special Purpose - Athletic complex	
Owner of Record	Cabarrus County, North Carolina Board of Education	
Tax ID	174771 (portion)	
Land Area - Total	8.4474 acres; 367,969 SF	
Gross Building Area	6,509 SF	
Rentable Area	6,509 SF	
Percent Leased	NA	
Year Built	Various	
Zoning Designation	O-1, Office Institutional	
Highest and Best Use - As if Vacant	Future residential use	
Highest and Best Use - As Improved	Continued recreational use	
Exposure Time; Marketing Period	12 months; 12 months	
Effective Date of the Appraisal	March 22, 2013	
Date of the Report	May 10, 2013	
Property Interest Appraised	Fee Simple	
Market Value Indications		
Cost Approach	\$940,000	(\$144.42/SF)
Sales Comparison Approach	Not Used	
Income Capitalization Approach	Not Used	
Market Value Conclusion	\$940,000	(\$144.42/SF)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Concord may use or rely on the information, opinions, and conclusions contained in the report. The summary shown above is for the convenience of City of Concord, and therefore it is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusion is subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusion.

1. Though requested, we were not provided building plans for the subject improvements. We have relied on appraiser measurements to determine the size of the improvements.
2. We have relied on a preliminary survey prepared by David Medlin, dated April 29, 2013. We assume the final version of the survey will match the one we were provided.

The value conclusion is based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. There are none.

General Information

Identification of Subject

The subject contains a swimming pool, two baseball fields, a football field and seven athletic buildings that contain a total of 6,509 square feet of rentable area. The improvements were constructed in various years and are 100% owner occupied as of the effective appraisal date. The subject site is 8.4474 acres, or 367,969 square feet. Note that the subject is a portion of a larger 15.8400 acre, or 689,990 square foot parcel which also contains a school. A legal description of the property is in the addenda.

Property Identification

Property Name	The Glenn Center
Address	120 Marsh Avenue Northwest Concord, North Carolina 28025
Tax ID	174771 (portion)

Current Ownership and Sales History

The owner of record is the Cabarrus County, North Carolina Board of Education. In discussions with the City of Concord, the latest transaction appears to have occurred September 30, 1922. In this transaction, Graded School Board purchased the property from Addie A. Odell, Leroy Springs and wife Lena J. Springs and Elliott W. Springs. The transaction is recorded in Deed Book 96, Page 474 of the Cabarrus County Public Records for a sales price of \$17,500.

To the best of our knowledge, no sale or transfer of ownership has occurred within the past three years, and as of the effective date of this appraisal, the property is not subject to an agreement of sale or option to buy, nor is it listed for sale. However, we are aware that the City of Concord is considering purchasing the subject property.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value as is of the fee simple interest in the property as of the effective date of the appraisal, March 22, 2013. The date of the report is May 10, 2013. The appraisal is valid only as of the stated effective date or dates.

Definition of Market Value

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of As Is Market Value

As is market value is defined as, “The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal’s effective date.”

(Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77471)

Definition of Property Rights Appraised

Fee simple estate is defined as, “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

(Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010)

Intended Use and User

The intended use of the appraisal is for asset valuation purposes. The client and intended user is City of Concord. The appraisal is not intended for any other use or user. No party or parties other than City of Concord may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

- Appraisal requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), revised June 7, 1994;
- Appraisal guidelines of City of Concord.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Applicable	Utilized
Sales Comparison Approach	Not Applicable	Not Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

The **cost approach** is the most reliable valuation method for the subject due to the following:

- There is sufficient data to develop reliable estimates of land value and replacement cost of the improvements.
- This approach is typically most relevant for properties for which sales and rental data is limited.

The **sales comparison approach** is not applicable to the subject because:

- There is limited sales data for the subject property type, and adjustments to the data would be relatively subjective.

The **income approach** is not applicable to the subject considering the following:

- There is not an active rental market for similar properties that would permit us to develop a reliable estimate of the property’s income generating potential.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

J. Todd Neal conducted an on-site inspection of the property on March 22, 2013. Bryan F. Kennedy and Fitzhugh L. Stout, MAI, CRE, FRICS, did not inspect the property.

Availability of Information

Although building plans were requested and are pertinent to the assignment, they were not made available to Integra Realty Resources – Charlotte. Our inability to obtain this information and consider it in our analysis may affect our value opinion.

Report Format

The report has been prepared under the summary report option of Standards Rule 2-2(b) of USPAP. As such, it contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

Economic Analysis

Cabarrus County Area Analysis

Cabarrus County is located in southern North Carolina. The county is approximately 362 square miles in size and has a population density of 513 persons per square mile. Cabarrus County is part of the Charlotte-Gastonia-Rock Hill, NC-SC Metropolitan Statistical Area, hereinafter called the Charlotte MSA, as defined by the U.S. Office of Management and Budget.

Population

Cabarrus County has an estimated 2013 population of 185,526, which represents an average annual 1.4% increase over the 2010 census of 178,011. Cabarrus County added an average of 2,505 residents per year over the 2010-2013 period, and its annual growth rate exceeded the State of North Carolina rate of 0.9%.

	Population			Compound Ann. % Chng	
	2010 Census	2013 Est.	2018 Est.	2010 - 2013	2013 - 2018
	Cabarrus County, NC	178,011	185,526	197,594	1.4%
North Carolina	9,535,483	9,796,936	10,251,127	0.9%	0.9%

Source: Claritas

Looking forward, Cabarrus County's population is projected to increase at a 1.3% annual rate from 2013-2018, equivalent to the addition of an average of 2,414 residents per year. Cabarrus County's growth rate is expected to exceed that of North Carolina, which is projected to be 0.9%.

Employment

Trends in employment are a key indicator of economic health and strongly correlate with real estate demand. Total employment in Cabarrus County is currently estimated at 63,527 jobs. Between year-end 2002 and the present, employment rose by 5,293 jobs, equivalent to a 9.1% increase over the entire period. There were gains in employment in six out of the past ten years despite two national economic downturns during this time. Job growth in Cabarrus County turned positive in 2011 and has remained so.

Cabarrus County's rate of employment growth over the last decade surpassed that of North Carolina, which experienced an increase in employment of 4.1% or 154,509 jobs over this period. Employment data is shown in the table that follows.

Employment Trends						
Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Cabarrus County	% Change	North Carolina	% Change	Cabarrus County	North Carolina
2002	58,234		3,764,582		5.5%	6.6%
2003	57,406	-1.4%	3,760,183	-0.1%	7.3%	6.5%
2004	60,017	4.5%	3,849,400	2.4%	6.2%	5.5%
2005	63,364	5.6%	3,926,923	2.0%	4.6%	5.3%
2006	65,979	4.1%	4,054,039	3.2%	4.1%	4.8%
2007	69,639	5.5%	4,126,685	1.8%	4.5%	4.8%
2008	66,690	-4.2%	4,000,278	-3.1%	5.9%	6.3%
2009	62,855	-5.8%	3,804,059	-4.9%	10.9%	10.5%
2010	62,331	-0.8%	3,835,921	0.8%	11.4%	11.0%
2011	63,312	1.6%	3,885,855	1.3%	10.1%	10.5%
2012*	63,527	0.3%	3,919,091	0.9%	8.9%	9.6%
Overall Change 2002-2012	5,293	9.1%	154,509	4.1%		
Avg Unemp. Rate 2002-2012					7.2%	7.4%
Unemployment Rate - December 2012					8.7%	9.5%

*Total employment data is as of June 2012; unemployment rate data reflects the average of 12 months of 2012.

Source: Bureau of Labor Statistics and Economy.com. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Unemployment rate trends are another way of gauging an area’s economic health. Over the past decade, the Cabarrus County unemployment rate has been slightly lower than that of North Carolina, with an average unemployment rate of 7.2% in comparison to a 7.4% rate for North Carolina. This is another indication of the strength of the Cabarrus County economy over the longer term.

Recent data shows that the Cabarrus County unemployment rate is 8.7% in comparison to a 9.5% rate for North Carolina, a positive sign for Cabarrus County economy but one that must be tempered by the fact that Cabarrus County has underperformed North Carolina in the rate of job growth over the past two years.

Major employers in Cabarrus County are shown in the following table.

Major Employers - Cabarrus County, NC	
Name	Number of Employees
1 Charlotte Mecklenburg Hospital	1,000+
2 Cabarrus County Schools	1,000+
3 Connexions Inc.	1,000+
4 Walmart Associates Inc.	1,000+
5 County of Cabarrus	1,000+
6 City of Concord	500-999
7 The Shoe Show of Rocky Mount Inc.	500-999
8 Kannapolis City Schools	500-999
9 SMI Systems LLC	500-999
10 HMS Holdings LP	500-999
11 S&D Coffee Inc.	500-999
12 Food Lion LLC	500-999
13 Pharmaceutical Research Assoc Inc.	500-999
14 Corning Inc.	250-499
15 Debbie's Staffing Services	250-499
16 McDonalds Restaurants of NC Inc.	250-499
17 Great Wolf Resorts Inc.	250-499
18 Sysco Charlotte LLC	250-499
19 Perdue Products Inc.	250-499
20 Piedmont Area Mental Health	250-499

Source: 3rd Qtr 2012 - NC Employment Security Commission

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area. Although GDP figures are not available at the county level, data reported for the Charlotte MSA is considered meaningful when compared to the nation overall, as Cabarrus County is part of the MSA and subject to its influence.

Economic growth, as measured by annual changes in GDP, has been considerably higher in the Charlotte MSA than the United States overall during the past eight years. The Charlotte MSA has grown at a 2.0% average annual rate while the United States has grown at a 1.0% rate. As the national economy recovers from the downturn of 2008-2009, the Charlotte MSA continues to perform better than the United States. GDP for the Charlotte MSA rose by 2.4% in 2011 while the United States GDP rose by 1.5%.

The Charlotte MSA has a per capita GDP of \$57,735, which is 37% greater than the United States GDP of \$42,070. This means that Charlotte MSA industries and employers are adding relatively more value to the economy than their counterparts in the United States overall.

Gross Domestic Product				
Year	(\$ Mil)		(\$ Mil)	
	Charlotte MSA	% Change	United States	% Change
2004	90,378		12,199,532	
2005	98,968	9.5%	12,539,116	2.8%
2006	102,448	3.5%	12,875,816	2.7%
2007	103,100	0.6%	13,103,341	1.8%
2008	103,809	0.7%	13,016,791	-0.7%
2009	99,084	-4.6%	12,527,057	-3.8%
2010	101,233	2.2%	12,918,931	3.1%
2011	103,662	2.4%	13,108,674	1.5%
Compound % Chg (2004-2011)		2.0%		1.0%
GDP Per Capita 2011	\$57,735		\$42,070	

Source: Bureau of Economic Analysis and Economy.com; data released February 2013. The release of state and local GDP data has a longer lag time than national data.

The figures in the table above represent inflation adjusted “real” GDP stated in 2005 dollars.

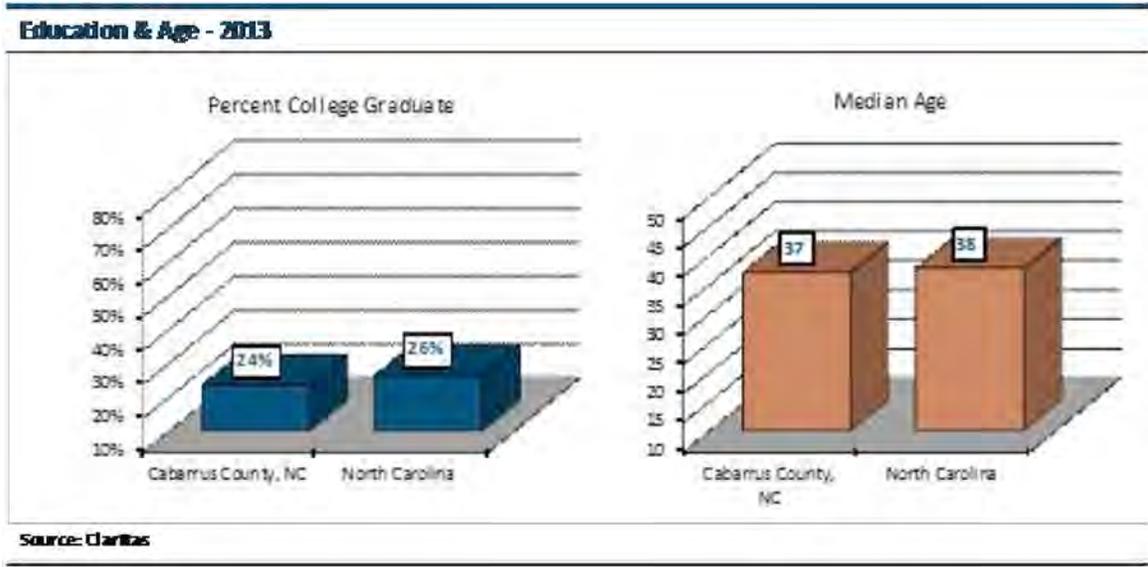
Income, Education and Age

Cabarrus County has a higher level of household income than North Carolina. Median household income for Cabarrus County is \$46,416, which is 9.4% greater than the corresponding figure for North Carolina.

Median Household Income - 2013	
	Median
Cabarrus County, NC	\$46,416
North Carolina	\$42,443
Comparison of Cabarrus County, NC to North Carolina	+9.4%

Source: Claritas

Residents of Cabarrus County have a slightly lower level of educational attainment than those of North Carolina. An estimated 24% of Cabarrus County residents are college graduates with four-year degrees, versus 26% of North Carolina residents. People in Cabarrus County are slightly younger than their North Carolina counterparts. The median age for Cabarrus County is 37 years, while the median age for North Carolina is 38 years.

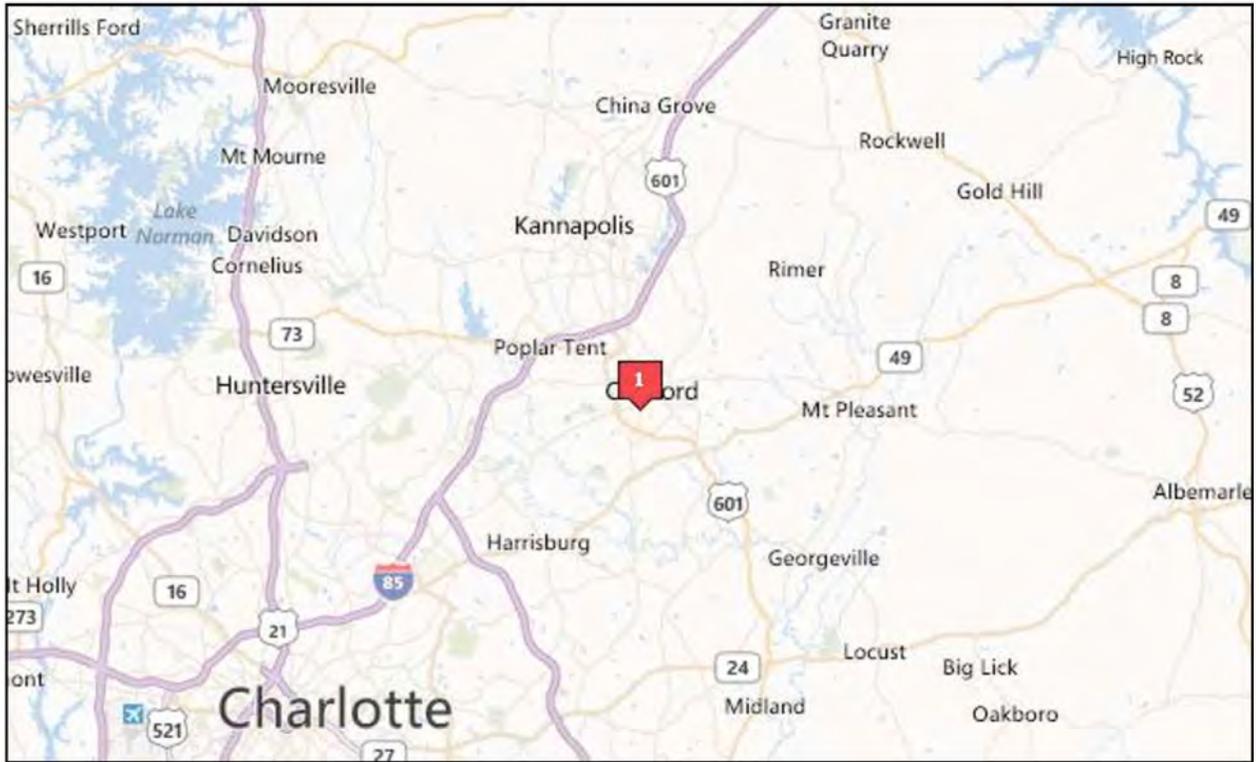


Conclusion

As the nation recovers from the 2008-2009 recession, economic conditions in Cabarrus County have improved as indicated by the growth in employment.

Over the long term, Cabarrus County will benefit from a growing population base and a higher level of median household income. Cabarrus County experienced growth in the number of jobs and has maintained a slightly lower unemployment rate than North Carolina over the past decade. Moreover, Cabarrus County benefits from being part of the Charlotte MSA, which exhibits both a higher rate of GDP growth and a higher level of GDP per capita than the nation overall. Based on these factors, we anticipate that the Cabarrus County economy will recover and employment will grow, strengthening the demand for real estate.

Area Map



Surrounding Area

Location

The subject is located in the central portion of Cabarrus County in the city of Concord. The subject is located to the west of downtown Concord and north of Barber-Scotia College.

Access and Linkages

Primary highway access to the area is via Interstate 85. Public transportation is provided by Rider Transit System and provides access to Concord and Kannapolis. Overall, the primary mode of transportation in the area is the automobile.

Demand Generators

Major employers include Carolinas Medical Center, Concord Mills Mall, Cabarrus County Schools, Cabarrus County Government, City of Concord and Connexions.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2012 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Cabarrus County,	
				NC	North Carolina
Population 2000	11,061	36,520	66,526	131,063	8,049,313
Population 2012	10,291	39,295	83,127	184,941	9,783,974
Population 2017	10,131	40,470	88,948	203,958	10,469,175
Compound % Change 2000-2012	-0.6%	0.6%	1.9%	2.9%	1.6%
Compound % Change 2012-2017	-0.3%	0.6%	1.4%	2.0%	1.4%
Households 2000	4,017	14,044	25,337	49,519	3,132,013
Households 2012	3,838	15,368	31,343	67,972	3,851,922
Households 2017	3,809	15,882	33,405	74,489	4,134,406
Compound % Change 2000-2012	-0.4%	0.8%	1.8%	2.7%	1.7%
Compound % Change 2012-2017	-0.2%	0.7%	1.3%	1.8%	1.4%
Median Household Income 2012	\$32,803	\$39,867	\$45,544	\$51,662	\$44,290
Average Household Size	2.6	2.5	2.6	2.7	2.5
College Graduate %	14%	18%	20%	24%	26%
Median Age	33	35	35	36	37
Owner Occupied %	43%	53%	65%	74%	67%
Renter Occupied %	57%	47%	35%	26%	33%
Median Owner Occupied Housing Value	\$108,020	\$131,873	\$145,147	\$163,728	\$147,547
Median Year Structure Built	1958	1981	1987	1990	1985
Avg. Travel Time to Work in Min.	27	26	27	28	25

Source: Claritas

As shown above, the current population within a 3-mile radius of the subject is 39,295, and the average household size is 2.5. Population in the area has grown since the 2000 census, and this trend is projected to continue over the next five years. Compared to Cabarrus County overall, the population within a 3-mile radius is projected to grow at a slower rate.

Median household income is \$39,867, which is lower than the household income for Cabarrus County. Residents within a 3-mile radius have a lower level of educational attainment than those of Cabarrus County, while median owner occupied home values are considerably lower.

Compared to the Cabarrus County area as a whole, the local area has lower income levels. population of the local area is declining. This is in contrast to the population of the Cabarrus County area, which is growing as discussed previously.

Land Use

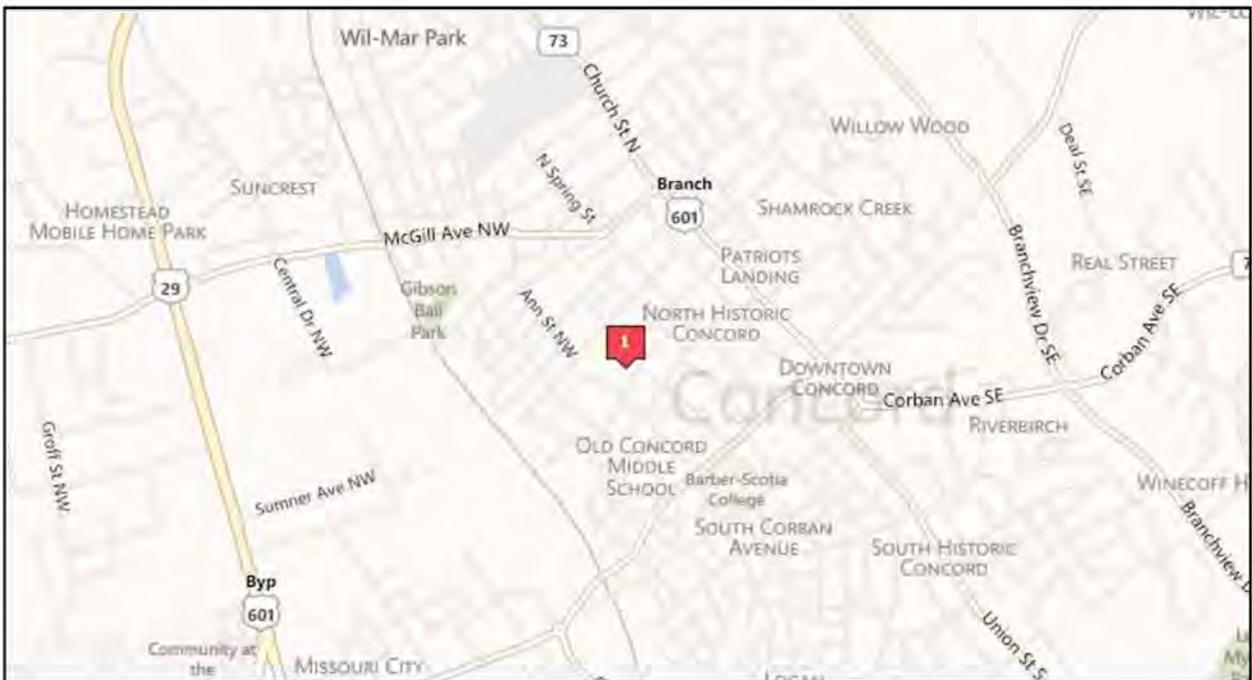
The area is suburban in character and approximately 75% developed.

Land uses immediately surrounding the subject are predominantly residential with typical ages of building improvements ranging from 15 to 60 years. According to the City of Concord Planning Department, the industrial zoning located across from the subject is an old zoning and the properties have largely been converted into artists’ studios.

Outlook and Conclusions

The area is in the stability stage of its life cycle. Recent development activity has been limited. We anticipate that property values will remain stable in the near future.

Surrounding Area Map



Property Analysis

Land Description and Analysis

Land Description

Land Area	8.4474 acres; 367,969 SF
Source of Land Area	Preliminary survey prepared by David Medlin, dated April 29, 2013
Primary Street Frontage	Crowell Drive Northwest - 249 feet
Secondary Street Frontage	Academy Avenue Northwest - 256
Shape	Irregular
Corner	No
Rail Access	No
Topography	Gently sloping
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	3710562000J
Date	November 5, 2008
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No

Zoning; Other Regulations Zoning Requirement

Zoning Jurisdiction	City of Concord
Zoning Designation	O-I
Description	Office Institutional
Legally Conforming?	Yes
Zoning Change Likely?	No
Permitted Uses	Current use permitted
Minimum Lot Width (Feet)	None
Minimum Setbacks (Feet)	10' (front), 0' (side), 0' (rear)
Maximum Building Height	35'
Maximum Site Coverage	0.7
Rent Control	No

Utilities

Service	Provider
Water	City of Concord
Sewer	City of Concord
Electricity	Duke Energy
Natural Gas	PSNC
Local Phone	Various providers

Easements, Encroachments and Restrictions

Based upon a review of the deed and property survey, there do not appear to be any easements, encroachments, or restrictions other than those that are typical for the property type. There is a 35' public right-of-way on Crowell Drive Northwest and a variable public right-of-way on Academy Avenue Northwest, which is typical for this property type. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Land Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development. Through discussions with the Planning Department of the City of Concord, we understand that if the current improvements were not on the site, it would likely have a residential zoning. The land zoned industrial across from the subject is an old zoning, and the buildings with that zoning are now used as artists' studios.

Tax Map



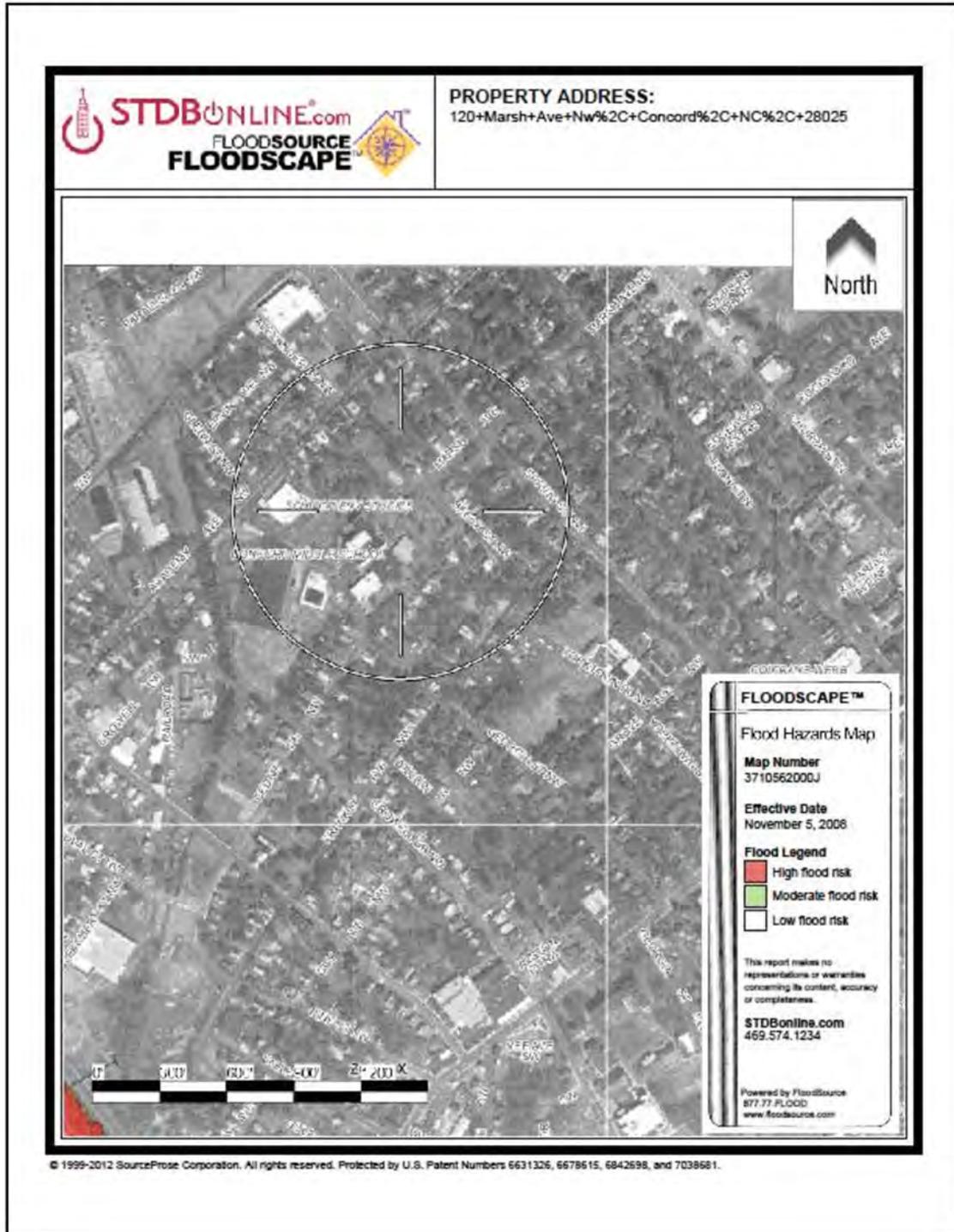
Note the area of the subject is based on the preliminary survey.

Aerial Map



Note the area of the subject is based on the preliminary survey.

Flood Map



Improvements Description and Analysis

The subject contains a swimming pool, two baseball fields, a football field and seven athletic buildings that contain a total of 6,509 square feet of rentable area. The improvements were constructed in various years and are 100% owner occupied as of the effective appraisal date. The subject site is 8.4474 acres, or 367,969 square feet. Note that the subject is a portion of a larger 15.8400 acre, or 689,990 square foot parcel which also contains a school.

Improvements Description

	Overall Property	Pool Building	Storage/Restroom	Press Box/ Concession
Name of Property	The Glenn Center			
General Property Type	Special Purpose	Special purpose	Special purpose	Special purpose
Property Sub Type	Athletic complex			
Occupancy Type	Owner Occupied	Owner Occupied	Owner Occupied	Owner Occupied
Number of Buildings	7	1	2	4
Stories		1	1	1 to 2
Construction Class		C	C	C
Construction Type		Masonry	Masonry	Masonry
Construction Quality		Cheap	Low cost	Low cost
Condition		Fair	Fair	Fair
Gross Building Area (SF)	6,509	1,908	2,848	1,753
Rentable Area (SF)	6,509	1,908	2,848	1,753
Land Area (SF)	367,969			
Floor Area Ratio (RA/Land SF)	0.02			
Floor Area Ratio (GBA/Land SF)	0.02			
Building Area Source	Appraiser measurements			
Year Built	Various	1998	Various	Various
Actual Age (Yrs.)		15		
Estimated Effective Age (Yrs.)		15	20	20
Estimated Economic Life (Yrs.)		30	25	30
Remaining Economic Life (Yrs.)		15	5	10
Number of Parking Spaces	Adequate			
Parking Type	Surface			

As previously mentioned, the larger parcel of which the subject is carved off from is improved with a school. No part of the school buildings are on the subject property.

Construction Details			
	Pool Building	Storage/Restroom	Press Box/ Concession
Foundation	Poured concrete	Poured concrete	Poured concrete
Basement	None	None	None
Structural Frame	Masonry	Masonry	Masonry
Exterior Walls	Brick	Block	Block
Roof	Asphalt shingles	Asphalt shingles and flat	Asphalt shingles
Ceiling Height in Feet	9'	8' - 9'	8' - 9'
Interior Finishes			
Floors	Concrete	Concrete	Concrete
Walls	Painted block	Concrete	Concrete
Ceilings	Wood	Exposed	Exposed
Lighting	Flourescent	Flourescent	Flourescent
Floor Plate	Building contains separate locker rooms for men and women. There also is an open room used for conession area.	Typical floor plan is open.	Typical floor plan is open.
HVAC	None	None	None
Electrical	Assumed adequate	Assumed adequate	Assumed adequate
Plumbing	Assumed adequate	Assumed adequate	Assumed adequate
Heating	None	None	None
Elevators	None	None	None
Rest Rooms	Adequate	Various	Various
Sprinklers	None	None	None

Improvements Analysis

Quality and Condition

The quality and condition of the subject is considered to be consistent with that of competing properties.

Functional Utility

The improvements appear to be adequately suited to their current use, and there do not appear to be any significant items of functional obsolescence.

Deferred Maintenance

No deferred maintenance is apparent from our inspection, and none is identified based on discussions with ownership.

ADA Compliance

Based on our inspection and information provided, we are not aware of any ADA issues. However, we are not expert in ADA matters, and further study by an appropriately qualified professional would be recommended to assess ADA compliance.



Hazardous Substances

An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. No hazardous substances were observed during our inspection of the improvements; however, we are not qualified to detect such substances. Unless otherwise stated, we assume no hazardous conditions exist on or near the subject.

Personal Property

No personal property items were observed that would have any material contribution to market value.

Conclusion of Improvements Analysis

In comparison to other competitive properties in the region, the subject improvements are rated as follows:

Improvements Ratings	
Visibility	Average
Design and Appearance	Fair
Age/Condition	Fair
Interior Amenities	Fair

Overall, the quality, condition, and functional utility of the improvements are fair to average for their age and location.



Exterior View of Pool Building
(Photo Taken on March 22, 2013)



View of Baseball and Football field
(Photo Taken on March 22, 2013)



View of Baseball Field and Concession Building
(Photo Taken on March 22, 2013)



View of Baseball Field and Press Box
(Photo Taken on March 22, 2013)



View of Baseball Field
(Photo Taken on March 22, 2013)



View of Concession Building/Restroom
(Photo Taken on March 22, 2013)



View of Swimming Pool
(Photo Taken on March 22, 2013)



Rear View of Pool Building and Picnic Area
(Photo Taken on March 22, 2013)



Interior View of Pool Building
(Photo Taken on March 22, 2013)



Interior View of Storage Building
(Photo Taken on March 22, 2013)



Looking Northeast on Academy Avenue Northwest
(Photo Taken on March 22, 2013)



Looking Southwest on Academy Avenue Northwest
(Photo Taken on March 22, 2013)

Real Estate Taxes

The subject is currently a portion of a larger parcel that contains a school. The current owner and the proposed buyer are tax exempt entities. Therefore, for purposes of our analysis, we have not attempted to determine an allocation for the subject land area and improvements.

Highest and Best Use

As If Vacant

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned O-I, Office Institutional. The current use is permitted. The subject is a portion of a larger parcel that is improved with a school. The subject is improved with two baseball fields, a football field, a pool and several support buildings. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Based on discussions with the City of Concord, if the school wasn't on the property, the subject site would have a residential zoning. There is also industrial zoning located across from the subject, but per our conversations with the city, it is outdated zoning, and the city has indicated that the old buildings are currently used as artists' studios. Given prevailing land use patterns in the area, only future residential use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on our analysis of the market, there is limited demand for additional future residential development at the current time. It appears that a newly developed future residential use on the site would not have a value commensurate with its cost; therefore, future residential use is not considered to be financially feasible. Nevertheless, we expect an eventual recovery of the market accompanied by a rise in property values to a level that will justify the cost of new construction. Thus, it is anticipated that future residential development will become financially feasible in the future.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than holding the property for future development of a future residential use. Accordingly, it is our opinion that holding the property for future future residential use, based on the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Holding the property for future development of a future residential use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant. Alternative use for the subject would be for institutional use.

As Improved

The subject site is developed with an athletic complex that has two baseball field, a football field, a swimming pool and 6,509 square feet of support buildings, which is a secondary possibility of the site as if it were vacant.

Based on our analysis, there does not appear to be any alternative use that could reasonably be expected to provide a higher present value than the current use, and the value of the existing improved property exceeds the value of the site, as if vacant. For these reasons, continued recreational use is concluded to be maximally productive and the highest and best use of the property as improved. Note that that the improvements currently support the school that is located on the parcel of which the subject is a portion of.

Most Probable Buyer

Taking into account the size and characteristics of the property, the likely buyer is an owner-user.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Applicable	Utilized
Sales Comparison Approach	Not Applicable	Not Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Land Valuation

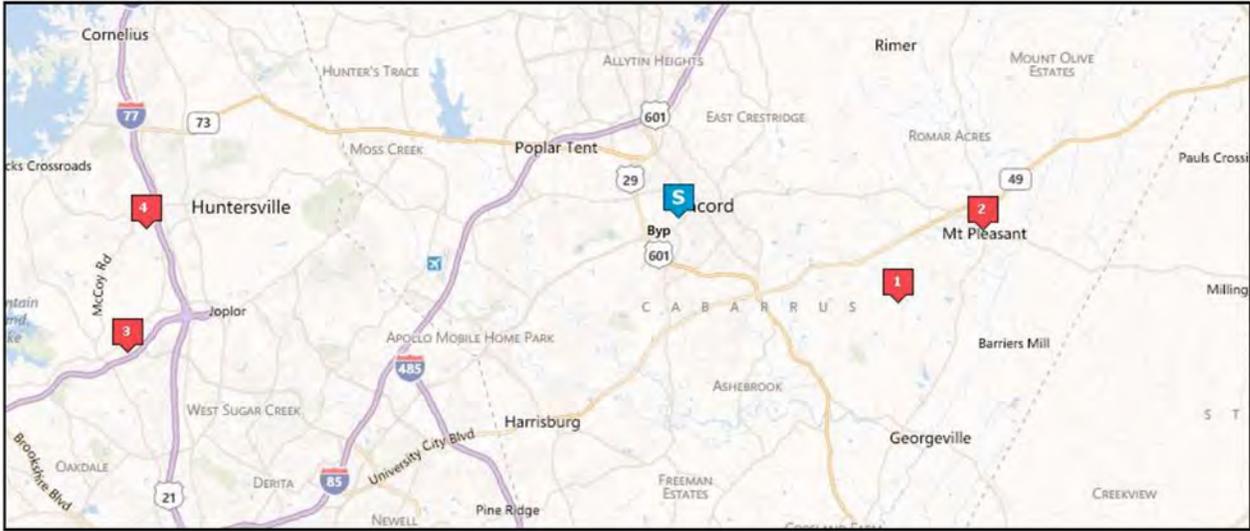
To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. Our search for comparable sales focused on transactions within the following parameters:

- Location: Cabarrus County and surrounding areas
- Size: Three to 15 acres
- Transaction Date: June 1, 2010 until present

For this analysis, we use price per acre as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales						
No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Zoning	\$/Acre
1	5.7-acres Lot 2 Cold Creek Farms Rd Concord Cabarrus County NC	Mar-12 Closed	\$118,000	248,292 5.70	Countryside Residential	\$20,702
2	6.37 Acres 800 N. Main St. Mount Pleasant Cabarrus County NC	Oct-11 Closed	\$110,000	277,477 6.37	Single Family Residential	\$17,268
<i>Comments: Broker stated this was an arms length transaction for these two tracts of land that totaled 6.37 acres.</i>						
3	Kerns Rd Kerns Rd. Huntersville Mecklenburg County NC	Mar-11 Closed	\$248,700	464,655 10.67	Residential	\$23,308
<i>Comments: Property purchased to build one home. Had been on the market for 655 days.</i>						
4	South side of Huntersville-Concord Road South side of Huntersville-Concord Rd. Huntersville Mecklenburg County NC	Jun-10 Closed	\$290,000	441,698 10.14	Transitional Residential (Conditional)	\$28,600
<i>Comments: Distressed sale - sellers were divorcing. Purchased by adjoining property owner that runs a nursery/greenhouse. Broker felt that purchaser was only buyer for property due to greenhouse operation & chemicals used, and that property was worth over \$30k per acre. Broker stated property would have sold for \$45k/acre pre-market crash.</i>						
Subject				367,969	Residential	
The Glenn Center Concord, NC				8.45		

Comparable Land Sales Map

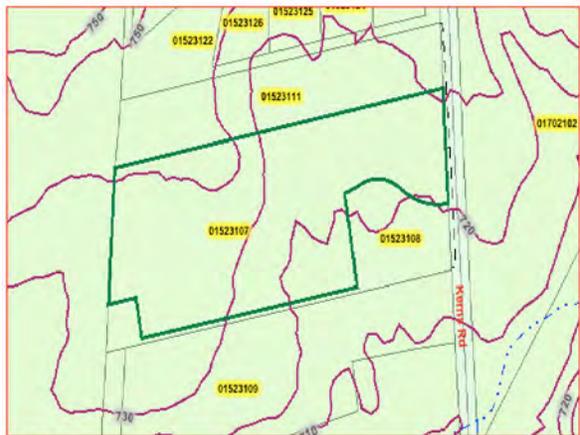




Sale 1
5.7-acres



Sale 2
6.37 Acres



Sale 3
Kerns Rd



Sale 4
South side of Huntersville-Concord Road

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	No adjustments necessary
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	No adjustments necessary
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	No adjustments necessary
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	Sale four was given a positive adjustment
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	No adjustments necessary
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sales one and two were given positive adjustments for inferior location. Sale four was given a negative adjustment for superior location
Size	Inverse relationship that often exists between parcel size and unit value.	Sale one was given a negative adjustment for smaller size
Access/Frontage	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	Sale four was given a negative adjustment for superior frontage
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.	Sale four was adjusted upward as a portion of the property is in the flood plain
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	No adjustments necessary
Utilities	Access to public water and sewer	Sales one, three and four were given positive adjustments for inferior access to public utilities

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid					
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	The Glenn Center	5.7-acres	6.37 Acres	Kerns Rd	South side of Huntersville-Concord Road
Address	120 Marsh Avenue Northwest	Lot 2 Cold Creek Farms Rd	800 N. Main St.	Kerns Rd.	South side of Huntersville-Concord Rd.
City	Concord	Concord	Mount Pleasant	Huntersville	Huntersville
County	Cabarrus	Cabarrus	Cabarrus	Mecklenburg	Mecklenburg
State	North Carolina	NC	NC	NC	NC
Sale Date		Mar-12	Oct-11	Mar-11	Jun-10
Sale Status		Closed	Closed	Closed	Closed
Sale Price		\$118,000	\$110,000	\$248,700	\$290,000
Square Feet	367,969	248,292	277,477	464,655	441,698
Acres	8.4474	5.7000	6.3700	10.6700	10.1400
Zoning Code	O-I	CR	RM-1	R3	TR(CD)
Topography	Gently sloping	Gently Sloping	Gently Sloping	Gently Sloping	Gently Sloping
Frontage Feet	505	263	240	315	756
Water	Yes	No	Yes	No	No
Sewer	Yes	No	Yes	No	No
Price per Acre		\$20,702	\$17,268	\$23,308	\$28,600
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		-	-	-	-
Financing Terms		Cash to seller	Cash to seller	Cash To seller	Cash to seller
% Adjustment		-	-	-	-
Conditions of Sale		Arms length	Arms length	Arms length	Sold at discount
% Adjustment		-	-	-	5%
Market Conditions		Mar-12	Oct-11	Mar-11	Jun-10
Annual % Adjustment		-	-	-	-
Cumulative Adjusted Price		\$20,702	\$17,268	\$23,308	\$30,030
Location		10%	20%	-	-15%
Size		-5%	-	-	-
Frontage/Access		-	-	-	-5%
Shape and Topography		-	-	-	10%
Zoning		-	-	-	-
Utilities		15%	-	15%	15%
Net \$ Adjustment		\$4,140	\$3,454	\$3,496	\$1,501
Net % Adjustment		20%	20%	15%	5%
Final Adjusted Price		\$24,842	\$20,722	\$26,805	\$31,531
Overall Adjustment		20%	20%	15%	10%
Range of Adjusted Prices		\$20,722 - \$31,531			
Average		\$25,975			
Indicated Value		\$25,000			



Land Value Conclusion

We give relatively equal weight to all four sales and arrive at a land value conclusion as follows:

Land Value Conclusion

Indicated Value per Acre	\$25,000
Subject Acres	8.4474
Indicated Value	<u>\$211,185</u>
Rounded	\$210,000

We are also aware of the following active land listings in the area. Asking prices range from \$11,250 per acre to \$40,000 per acre. Our concluded value falls within this range. Note that properties often sell for less than their asking price.

Current Active Listings

Property	Location	Acres	Asking Price	Asking Price/Acre
Highway 73	Concord	17.04	\$340,000	\$19,953
5100 Highway 49 N	Concord	43.00	\$1,100,000	\$25,581
436 Central Heights Dr	Concord	8.00	\$90,000	\$11,250
2048 Wishon Rd	Concord	10.73	\$160,000	\$14,911
Roberta Rd	Harrisburg	11.35	\$454,000	\$40,000

We also spoke with several brokers to get their opinions on what they felt were fair asking prices for the subject property. One broker felt that in general, the very top end range of land in the market would be around \$50,000 per acre; however, another broker said that for this area, \$50,000 per acre would be well above market and \$20,000 to \$30,000 was more in line.

Cost Approach

The steps taken to apply the cost approach are:

- Develop an opinion of the value of the land as though vacant and available to be developed to its highest and best use, as of the effective date of the appraisal;
- Estimate the replacement cost new of the existing improvements using Marshall Valuation Service;
- Estimate depreciation from all causes and deduct this estimate from replacement cost new to arrive at depreciated replacement cost of the improvements; and
- Add land value to the depreciated replacement cost of the improvements to arrive at a market value indication for the property overall.

The following tables summarize our valuation by the cost approach.

Replacement Cost Estimate							
Building Improvements							
<i>Bldg Name</i>	<i>MVS Building Type</i>	<i>MVS Class</i>	<i>Quality</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Cost New</i>
Pool Buidng	Shower Room Buildings	C	Cheap	1,908	SF	\$63.12	\$120,433
Storage/Restroom	Restroom Buildings	C	Low cost	2,848	SF	\$91.65	\$261,019
Press Box/Concessions	Storage Buildings	C	Low cost	1,753	SF	\$47.16	\$82,671
Subtotal - Replacement Cost New							\$464,124
Plus: Indirect Cost						5%	\$23,206
Subtotal							\$487,330
Plus: Entrepreneurial Profit						10%	\$48,733
Total Replacement Cost New							\$536,063
Site Improvements							
<i>Item</i>	<i>Quality</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Cost New</i>		
Fencing	Average	2,693	LF	\$9.47	\$25,503		
Athletic Field Lighting	Average	3	Each	\$53,371.50	\$160,115		
Swimming Pool	Average	4,788	SF	\$54.76	\$262,191		
Baseball fields	Average	2	Each	\$100,000.00	\$200,000		
Concrete bleachers	Average	5,180	SF	\$71.47	\$370,215		
Football field	Average	1	Each	\$40,000.00	\$40,000		
General site improvements	Average	1	Total	\$50,000.00	\$50,000		
Scoreboards	Average	2	Each	\$2,134.86	\$4,270		
Baseball backstops	Average	1	Each	\$2,854.22	\$2,854		
Football goalposts	Average	1	Pair	\$2,236.96	\$2,237		
Subtotal - Replacement Cost New							\$1,117,384
Plus: Indirect Cost						5%	\$55,869
Subtotal							\$1,173,253
Plus: Entrepreneurial Profit						10%	\$117,325
Total Replacement Cost New							\$1,290,578
Overall Property							
Building Improvements							\$464,124
Site Improvements							\$1,117,384
Subtotal - Replacement Cost New							\$1,581,507
Plus: Indirect Cost						5%	\$79,075
Subtotal							\$1,660,583
Plus: Entrepreneurial Profit						10%	\$166,058
Total Replacement Cost New							\$1,826,641

Source: Marshall Valuation Service except for Indirect Costs and Entrepreneurial Profit, which are appraiser's estimates.

Note that fencing includes chain link fencing and baseball backstops that do not include a hood.

Building Improvements - Unit Costs

Building 1 Name: Pool Buildng

MVS Building Type:	Shower Room Buildings	Unit	SF	Current Multiplier	1.030
Const Class:	C	Unit Cost	\$68.65	Local Multiplier	0.910
Quality:	Cheap	Sprinklers:		Story Ht Multiplier	0.981
Quality Rating:	Cheap	HVAC Adjust		Perimeter Multiplier	1.000
Section/Page	18/22	Other:			
Economic Life	30	Subtotal:	\$68.65	Final Unit Cost	\$63.12

Building 2 Name: Storage/Restroom

MVS Building Type:	Restroom Buildings	Unit	SF	Current Multiplier	1.030
Const Class:	C	Unit Cost	\$99.67	Local Multiplier	0.910
Quality:	Low cost	Sprinklers:		Story Ht Multiplier	0.981
Quality Rating:	Low cost	HVAC Adjust		Perimeter Multiplier	1.000
Section/Page	18/21	Other:			
Economic Life	25	Subtotal:	\$99.67	Final Unit Cost	\$91.65

Building 3 Name: Press Box/Concessions

MVS Building Type:	Storage Buildings	Unit	SF	Current Multiplier	1.030
Const Class:	C	Unit Cost	\$49.42	Local Multiplier	0.910
Quality:	Low cost	Sprinklers:		Story Ht Multiplier	1.018
Quality Rating:	Average	HVAC Adjust		Perimeter Multiplier	1.000
Section/Page	18/21	Other:			
Economic Life	30	Subtotal:	\$49.42	Final Unit Cost	\$47.16

Source: Marshall Valuation Service

Site Improvements - Unit Costs					
Site Improvement 1 Name:		Fencing			
Quality:	Average	Unit Cost	\$10.20	Current Multiplier	1.020
Section:		Other:		Local Multiplier	0.910
Page:		Other:			
Unit:	LF	Subtotal:	\$10.20	Final Unit Cost	\$9.47
Site Improvement 2 Name:		Athletic Field Lighting			
Quality:	Average	Unit Cost	\$57,500.00	Current Multiplier	1.020
Section:		Other:		Local Multiplier	0.910
Page:		Other:			
Unit:	Each	Subtotal:	\$57,500.00	Final Unit Cost	\$53,371.50
Site Improvement 3 Name:		Swimming Pool			
Quality:	Average	Unit Cost	\$59.00	Current Multiplier	1.020
Section:		Other:		Local Multiplier	0.910
Page:		Other:			
Unit:	SF	Subtotal:	\$59.00	Final Unit Cost	\$54.76
Site Improvement 4 Name:		Baseball fields			
Quality:	Average	Unit Cost	\$100,000.00	Current Multiplier	1.000
Section:		Other:		Local Multiplier	1.000
Page:		Other:			
Unit:	Each	Subtotal:	\$100,000.00	Final Unit Cost	\$100,000.00
Site Improvement 5 Name:		Concrete bleachers			
Quality:	Average	Unit Cost	\$77.00	Current Multiplier	1.020
Section:		Other:		Local Multiplier	0.910
Page:		Other:			
Unit:	SF	Subtotal:	\$77.00	Final Unit Cost	\$71.47
Site Improvement 6 Name:		Football field			
Quality:	Average	Unit Cost	\$40,000.00	Current Multiplier	1.000
Section:		Other:		Local Multiplier	1.000
Page:		Other:			
Unit:	Each	Subtotal:	\$40,000.00	Final Unit Cost	\$40,000.00
Site Improvement 7 Name:		General site improvements			
Quality:	Average	Unit Cost	\$50,000.00	Current Multiplier	1.000
Section:		Other:		Local Multiplier	1.000
Page:		Other:			
Unit:	Total	Subtotal:	\$50,000.00	Final Unit Cost	\$50,000.00
Site Improvement 8 Name:		Scoreboards			
Quality:	Average	Unit Cost	\$2,300.00	Current Multiplier	1.020
Section:		Other:		Local Multiplier	0.910
Page:		Other:			
Unit:	Each	Subtotal:	\$2,300.00	Final Unit Cost	\$2,134.86
Site Improvement 9 Name:		Baseball backstops			
Quality:	Average	Unit Cost	\$3,075.00	Current Multiplier	1.020
Section:		Other:		Local Multiplier	0.910
Page:		Other:			
Unit:	Each	Subtotal:	\$3,075.00	Final Unit Cost	\$2,854.22
Site Improvement 10 Name:		Football goalposts			
Quality:	Average	Unit Cost	\$2,410.00	Current Multiplier	1.020
Section:		Other:		Local Multiplier	0.910
Page:		Other:			
Unit:	Pair	Subtotal:	\$2,410.00	Final Unit Cost	\$2,236.96

Source: Marshall Valuation Service

Replacement Cost vs. Market Value

	Including Entrepreneurial Profit	Excluding Entrepreneurial Profit
Replacement Cost New	\$1,826,641	\$1,660,583
Land Value	\$210,000	\$210,000
Replacement Cost New Including Land Value	\$2,036,641	\$1,870,583
Rounded	\$2,040,000	\$1,870,000
Market Value Conclusion	\$940,000	\$940,000
Market Value as % of RCN Including Land Value	46%	50%

Estimate of Depreciation

Depreciation is the difference between the replacement cost new of the improvements and their contribution to overall property value on the effective date of the appraisal.

Deferred Maintenance

No items of deferred maintenance are identified; thus, no deductions for this form of depreciation are necessary.

Age-Life Depreciation

After deduction deferred maintenance, if any, we use the age-life method to estimate depreciation applicable to the remaining replacement costs. This method includes the loss in value due to physical deterioration and some functional obsolescence based on the age and condition of the improvements. The age-life method is applied on a straight-line basis, by dividing the subject's effective age by its economic. Age-life depreciation for the site improvements is estimated separately from the building improvements, based on their shorter economic lives.

Functional Obsolescence

Functional obsolescence is a loss in value due to changes in market tastes and standards. In the case of the subject, it is not necessary to make a deduction for additional functional obsolescence over and above that accounted for in the age-life method.

External Obsolescence

External obsolescence is a loss in value due to external causes, such as imbalances in supply and demand or negative location influences. A deduction for external obsolescence is not considered necessary for the subject.

Final Estimate of Depreciation

Our estimate of depreciation and calculation of depreciated replacement cost are shown in the following tables.

Estimate of Depreciation		
Building Improvements		
Replacement Cost New		\$536,063
Less: Deferred Maintenance		\$0
Remaining Cost		\$536,063
Age-Life Depreciation	70%	-\$375,244
Additional Functional Obsolescence	0%	\$0
External Obsolescence	0%	\$0
Total Depreciation		<u>-\$375,244</u>
<i>Depreciated Replacement Cost</i>		\$160,819
Site Improvements		
Replacement Cost New		\$1,290,578
Less: Deferred Maintenance		\$0
Remaining Cost		\$1,290,578
Age-Life Depreciation	56%	-\$722,724
Additional Functional Obsolescence	0%	\$0
External Obsolescence	0%	\$0
Total Depreciation		<u>-\$722,724</u>
<i>Depreciated Replacement Cost</i>		\$567,854
Overall Property		
Replacement Cost New		\$1,826,641
Deferred Maintenance		\$0
Remaining Cost		<u>\$1,826,641</u>
Age-Life Depreciation		-\$1,097,968
Additional Functional Obsolescence		\$0
External Obsolescence		<u>\$0</u>
Total Depreciation		<u>-\$1,097,968</u>
Depreciated Replacement Cost		\$728,673
Rounded:		\$730,000

Depreciation Worksheet - Building Improvements										
Bldg #	Bldg Name	Effective Age (Yrs)	Economic Life (Yrs)	S/L Deprec. %	Other Deprec. %	Replacement Cost New	% of Overall RCN	Wtd. Avg. S/L Deprec.	Wtd. Avg. Other Deprec.	Other S/L Deprec. \$
1	Pool Buidng	15	30	50%		\$139,100	25.9%	13.0%	0.0%	\$69,550
2	Storage/Restroom	20	25	80%		\$301,477	56.2%	45.0%	0.0%	\$241,182
3	Press Box/Concessio	20	30	67%		\$95,486	17.8%	11.9%	0.0%	\$63,657
						\$536,063	100.0%	69.8%	0.0%	\$374,389
Weighted Average Depreciation %										69.8%
Rounded										70%
										0%

Depreciation Worksheet - Site Improvements									
Site Imp #	Item	Effect Age (Yrs)	Life Expect (Yrs)	S/L Deprec %	Depr. Override %	Replacement Cost New	% of Overall RCN	Wtd. Avg. S/L Deprec.	Wtd. Avg. Depr. Override
1	Fencing	8	15	53%		\$29,456	2.3%	1.2%	0.0%
2	Athletic Field Lighting	8	15	53%		\$184,932	14.3%	7.6%	0.0%
3	Swimming Pool	10	20	50%		\$302,830	23.5%	11.7%	0.0%
4	Baseball fields	7	15	47%		\$231,000	17.9%	8.4%	0.0%
5	Concrete bleachers	10	15	67%		\$427,598	33.1%	22.1%	0.0%
6	Football field	10	15	67%		\$46,200	3.6%	2.4%	0.0%
7	General site improvements	8	15	53%		\$57,750	4.5%	2.4%	0.0%
8	Scoreboards	10	16	63%		\$4,932	0.4%	0.2%	0.0%
9	Baseball backstops	8	15	53%		\$3,297	0.3%	0.1%	0.0%
10	Football goalposts	8	15	53%		\$2,584	0.2%	0.1%	0.0%
						\$1,290,578	100.0%	56.3%	0.0%
Weighted Average Depreciation % Rounded								56%	0%

Value Indication by Cost Approach

By combining our land value conclusion with the depreciated replacement cost of the improvements, we arrive at a value indication by the cost approach as shown in the table below.

Value Indication by Cost Approach	
Depreciated Replacement Cost	\$730,000
Land Value	\$210,000
Indicated Property Value	\$940,000
Rounded	\$940,000

Reconciliation and Conclusion of Value

The values indicated by our analyses are as follows:

Summary of Value Indications	
Cost Approach	\$940,000
Sales Comparison Approach	Not Used
Income Capitalization Approach	Not Used
Reconciled	\$940,000

The cost approach is the only approach used because it is the most reliable valuation method for the subject. The income capitalization and sales comparison approaches are not applicable and not used. Our value opinion follows.

Value Conclusion			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	March 22, 2013	\$940,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusion is subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusion.

1. Though requested, we were not provided building plans for the subject improvements. We have relied on appraiser measurements to determine the size of the improvements.
2. We have relied on a preliminary survey prepared by David Medlin, dated April 29, 2013. We assume the final version of the survey will match the one we were provided.

The value conclusion is based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. There are none.

Exposure and Marketing Times

Our estimates of exposure and marketing times are as follows:

Exposure Time and Marketing Period	
Exposure Time (Months)	12
Marketing Period (Months)	12

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. J. Todd Neal made a personal inspection of the property that is the subject of this report. Bryan F. Kennedy and Fitzhugh L. Stout, MAI, CRE, FRICS, have not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the persons signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Fitzhugh L. Stout, MAI, CRE, FRICS, has completed the continuing education program for Designated Members of the Appraisal Institute.

- 15. As of the date of this report, J. Todd Neal, has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.



J. Todd Neal
Certified General Real Estate Appraiser
North Carolina Certificate # A7213



Bryan F. Kennedy
Trainee Real Estate Appraiser
North Carolina Certificate # T5466



Fitzhugh L. Stout, MAI, CRE, FRICS
Certified General Real Estate Appraiser
North Carolina Certificate # A1093

Assumptions and Limiting Conditions

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos or toxic mold in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during

- the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. Integra Realty Resources – Charlotte is not a building or environmental inspector. Integra Charlotte does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources – Charlotte, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence.

25. Integra Realty Resources – Charlotte, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client’s use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusion is subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusion.

1. Though requested, we were not provided building plans for the subject improvements. We have relied on appraiser measurements to determine the size of the improvements.
2. We have relied on a preliminary survey prepared by David Medlin, dated April 29, 2013. We assume the final version of the survey will match the one we were provided.

The value conclusion is based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. There are none.
-

Addendum A

Appraiser Qualifications

J. Todd Neal

Experience

Senior Analyst with Integra Realty Resources - Charlotte. Began appraisal career in October 2006, working for Integra Realty Resources - Charlotte after employment as an Insurance and Financial Products Specialist with State Farm Insurance.

Has appraised a wide variety of property types and through the participation of numerous assignments developed particular strengths and expertise in the valuation of vacant parcels of land, office buildings, industrial buildings, mixed use, and special purpose properties including religious institutions and schools.

Licenses

North Carolina, Certified General Real Estate Appraiser, A7213, Expires June 2013
South Carolina, Real Estate Appraiser, CG6711, Expires June 2014

Education

B. S. Degree, Finance; Risk Management and Insurance; Real Estate, Appalachian State, Boone, NC (1997)

Appraisal courses completed are as follows:

R-1 Introduction to Real Estate Appraisal
Creative Education, LLC, Gastonia, NC

R-2, Valuation Principles and Practices
Central Piedmont Community College, Charlotte, NC

R-3, Applied Residential Property Valuation
Central Piedmont Community College, Charlotte, NC

USPAP, Uniform Standards of Professional Appraisal Practice
Appraisal Schools by M. Curtis West, Charlotte, NC

G-1, Introduction to Income Property Appraisal
North Carolina Real Estate Education, Inc., Charlotte, NC

G-2, Advanced Income Capitalization Procedures
North Carolina Real Estate Education, Inc., Charlotte, NC

G-3, Applied Income Property Valuation
North Carolina Real Estate Education, Inc., Charlotte, NC

510, Advanced Income Capitalization
520, General Market Analysis & Highest and Best Use
530, Advanced Sales Comparison and Cost Approaches
540, Report Writing and Valuation Analysis
550, Advanced Applications

Business Practices and Ethics

tneal@irr.com - 704.206.8274

Integra Realty Resources
Charlotte

214 W. Tremont Avenue
Suite 200
Charlotte, NC 28203

T 704-376-0295
F 704-342-3704

irr.com



Bryan "BK" Kennedy

Experience

Appraiser with Integra Realty Resources – Charlotte. Has been engaged in real estate appraisal since June, 2012.

Mr. Kennedy is in the preliminary stages of obtaining experience in the valuation and analysis of many types of real estate.

Licenses

North Carolina, Registered Trainee, T5466, Expires June 2013

Education

Bachelor of Science -Advertising, University of South Carolina (2006)

Appraisal courses completed as follows:

- Basic Appraisal Principals
- Basic Appraisal Procedures
- Market Analysis and Highest and Best Use
- USPAP

bkennedy@irr.com - 704-376-0295

Integra Realty Resources
Charlotte

214 W. Tremont Avenue
Suite 200
Charlotte, NC 28203

T 704-376-0295
F 704-342-3704

irr.com



Fitzhugh L. Stout, MAI, CRE, FRICS

Experience

Managing Director of Integra Realty Resources - Charlotte. Actively engaged in real estate since 1975 in the fields of real estate valuation and consulting as well as development and ownership of investment real estate. Mr. Stout has a broad range of experience in valuation and analysis of all types of real estate including apartments; business parks; hotels/motels; offices; medical offices; adaptive reuse projects; manufacturing facilities; warehouses; bulk distribution facilities; mini-warehouses; shopping centers; residential subdivisions; planned unit developments; vacant land; golf courses; churches; restaurants; marinas and special purpose properties. Other services include consultation, market studies, feasibility studies, condemnation, tax appeals and expert court testimony. Areas of specialty include adaptive reuse and mixed-use, urban infill valuation and consulting.

Professional Activities & Affiliations

Member: Appraisal Institute, October 1982
President: NC Chapter of Appraisal Institute, January 1996
Member: The Counselors of Real Estate, April 1999
Chairman: N.C./S.C. CRE Chapter, January 2001
Member: Charlotte Region Commercial Board of Realtors
Affiliate: National Association of Realtors
Member: Lamda Alpha International, an Honorary Land Economics Society
Member: The Greater Charlotte Hospitality and Tourism Alliance
Royal Institute of Chartered Surveyors, Fellow (FRICS) , December 2007

Licenses

North Carolina, Appraiser, A1093, Expires June 2013
South Carolina, Appraiser, CG 1790, Expires June 2014
North Carolina, Real Estate Broker, 59200, Expires June 2013

Education

B.S. Degree, N.C. State University (1972).

Successfully completed numerous real estate related courses & seminars sponsored by the Appraisal Institute.

Currently certified by the Appraisal Institute's voluntary program of continuing education for its designated members.

Qualified Before Courts & Administrative Bodies

United States Federal Bankruptcy Court, Charlotte, North Carolina
Mecklenburg County District Court, Charlotte, North Carolina
North Carolina Superior Court
Mecklenburg County Board of Equalization and Review
Wilkes County Board of Equalization and Review
North Carolina State Property Tax Commission
Cabarrus County Board of Equalization and Review
Lincoln County Board of Equalization and Review

fstout@irr.com - 704.206.8254

Integra Realty Resources
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Charlotte, NC 28203

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irr.com



NORTH CAROLINA APPRAISAL BOARD
APPRAISER QUALIFICATION CARD
Expires June 30, 2013

REGISTRATION	LICENSE / CERTIFICATE HOLDER
12	BRYAN F KENNEDY
T5466	N
APPRAISER NUMBER	NATIONAL REGISTRY

Bryan F Kennedy
APPRAISER'S SIGNATURE

Donald M. Allen
EXECUTIVE DIRECTOR

NORTH CAROLINA APPRAISAL BOARD
APPRAISER QUALIFICATION CARD
Expires June 30, 2013

REGISTRATION	LICENSE / CERTIFICATE HOLDER
12	JASON TODD NEAL
A72132	Y
APPRAISER NUMBER	NATIONAL REGISTRY

Jason Todd Neal
APPRAISER'S SIGNATURE

Donald M. Allen
EXECUTIVE DIRECTOR

NORTH CAROLINA APPRAISAL BOARD
APPRAISER QUALIFICATION CARD
Expires June 30, 2013

REGISTRATION	LICENSE / CERTIFICATE HOLDER
12	FITZHUGH L STONT
A1093	Y
APPRAISER NUMBER	NATIONAL REGISTRY

Fitzhugh L Stont
APPRAISER'S SIGNATURE

Donald M. Allen
EXECUTIVE DIRECTOR

Integra Realty Resources, Inc.

Corporate Profile

Integra Realty Resources, Inc. offers the most comprehensive property valuation and counseling coverage in the United States with 63 independently owned and operated offices in 33 states and the Caribbean. Integra was created for the purpose of combining the intimate knowledge of well-established local firms with the powerful resources and capabilities of a national company. Integra offers integrated technology, national data and information systems, as well as standardized valuation models and report formats for ease of client review and analysis. Integra's local offices have an average of 25 years of service in the local market, and each is headed by a Senior Managing Director who is an MAI member of the Appraisal Institute.

A listing of IRR's local offices and their Senior Managing Directors follows:

ATLANTA, GA - Sherry L. Watkins, MAI, FRICS
AUSTIN, TX - Randy A. Williams, MAI, SR/WA, FRICS
BALTIMORE, MD - G. Edward Kerr, MAI, MRICS
BIRMINGHAM, AL - Rusty Rich, MAI, MRICS
BOISE, ID - Bradford T. Knipe, MAI, ARA, CCIM, CRE, FRICS
BOSTON, MA - David L. Cary, Jr., MAI, MRICS
CHARLESTON, SC - Cleveland "Bud" Wright, Jr., MAI
CHARLOTTE, NC - Fitzhugh L. Stout, MAI, CRE, FRICS
CHICAGO, IL - Denis Gathman, MAI, CRE, FRICS, SRA
CHICAGO, IL - Eric L. Enloe, MAI, FRICS
CINCINNATI, OH - Gary S. Wright, MAI, FRICS
CLEVELAND, OH - Douglas P. Sloan, MAI
COLUMBIA, SC - Michael B. Dodds, MAI, CCIM
COLUMBUS, OH - Bruce A. Daubner, MAI, FRICS
DALLAS, TX - Mark R. Lamb, MAI, CPA, FRICS
DAYTON, OH - Gary S. Wright, MAI, FRICS
DENVER, CO - Brad A. Weiman, MAI, FRICS
DETROIT, MI - Anthony Sanna, MAI, CRE, FRICS
FORT WORTH, TX - Gregory B. Cook, SR/WA
GREENSBORO, NC - Nancy Tritt, MAI, SRA, FRICS
GREENVILLE, SC - Michael B. Dodds, MAI, CCIM
HARTFORD, CT - Mark F. Bates, MAI, CRE, FRICS
HOUSTON, TX - David R. Dominy, MAI, CRE, FRICS
INDIANAPOLIS, IN - Michael C. Lady, MAI, SRA, CCIM, FRICS
JACKSONVILLE, FL - Robert Crenshaw, MAI
KANSAS CITY, MO/KS - Kenneth Jagers, MAI, FRICS
LAS VEGAS, NV - Shelli L. Lowe, MAI, SRA, FRICS
LOS ANGELES, CA - John G. Ellis, MAI, CRE, FRICS
LOS ANGELES, CA - Matthew J. Swanson, MAI
LOUISVILLE, KY - Stacey Nicholas, MAI, MRICS
MEMPHIS, TN - J. Walter Allen, MAI, FRICS
MIAMI/PALM BEACH, FL - Scott M. Powell, MAI, FRICS

MIAMI/PALM BEACH, FL - Anthony M. Graziano, MAI, CRE, FRICS
MINNEAPOLIS, MN - Michael F. Amundson, MAI, CCIM, FRICS
NAPLES, FL - Carlton J. Lloyd, MAI, FRICS
NASHVILLE, TN - R. Paul Perutelli, MAI, SRA, FRICS
NEW JERSEY COASTAL - Halvor J. Egeland, MAI
NEW JERSEY NORTHERN - Barry J. Krauser, MAI, CRE, FRICS
NEW YORK, NY - Raymond T. Cirz, MAI, CRE, FRICS
ORANGE COUNTY, CA - Larry D. Webb, MAI, FRICS
ORLANDO, FL - Christopher Starkey, MAI, MRICS
PHILADELPHIA, PA - Joseph D. Pasquarella, MAI, CRE, FRICS
PHOENIX, AZ - Walter 'Tres' Winius III, MAI, CRE, FRICS
PITTSBURGH, PA - Paul D. Griffith, MAI, CRE, FRICS
PORTLAND, OR - Brian A. Glanville, MAI, CRE, FRICS
PROVIDENCE, RI - Gerard H. McDonough, MAI, FRICS
RALEIGH, NC - Chris R. Morris, MAI, FRICS
RICHMOND, VA - Kenneth L. Brown, MAI, CCIM, FRICS
SACRAMENTO, CA - Scott Beebe, MAI, FRICS
ST. LOUIS, MO - P. Ryan McDonald, MAI, FRICS
SALT LAKE CITY, UT - Darrin W. Liddell, MAI, CCIM, FRICS
SAN ANTONIO, TX - Martyn C. Glen, MAI, CRE, FRICS
SAN DIEGO, CA - Jeff A. Greenwald, MAI, SRA, FRICS
SAN FRANCISCO, CA - Jan Kleczewski, MAI, FRICS
SARASOTA, FL - Carlton J. Lloyd, MAI, FRICS
SAVANNAH, GA - J. Carl Schultz, Jr., MAI, FRICS, CRE, SRA
SEATTLE, WA - Allen N. Safer, MAI, MRICS
SYRACUSE, NY - William J. Kimball, MAI, FRICS
TAMPA, FL - Bradford L. Johnson, MAI, MRICS
TULSA, OK - Robert E. Gray, MAI, FRICS
WASHINGTON, DC - Patrick C. Kerr, MAI, SRA, FRICS
WILMINGTON, DE - Douglas L. Nickel, MAI, FRICS
CARIBBEAN/CAYMAN ISLANDS - James Andrews, MAI, FRICS

Corporate Office

1133 Avenue of the Americas, 27th Floor, New York, New York 10036
Telephone: (212) 255-7858; Fax: (646) 424-1869; E-mail info@irr.com
Website: www.irr.com



Addendum B

Financials and Property Information

CABARRUS COUNTY, NC

3/22/2013 12:03:51 PM

BOARD OF EDUCATION

120 NW MARSH AV
734000

NN: 97 - UNDER CONSTRUCTION ODD YEARS
CONCORD CITY TAX (100), COUNTY TAX (100) XXXX
S S ACADEMY & N S CEDAR STS

Return/Appeal Notes:

5620 68 2659 0000

CONCORD MIDDLE SCHOOL ID NO: 12 022 0010.00 0000

CARD NO. 1 of 5

15,840 AC

SRC= Estimated

Reval Year: 2012 Tax Year: 2013

Appraised by 07 on 01/01/2012 50007 CABARRUS / MCGILL

C-02 EX-6 AT- LAST ACTION 20130220

CONSTRUCTION DETAIL	MARKET VALUE								DEPRECIATION			CORRELATION OF VALUE		
	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	Standard	0.40000		CREDENCE TO MARKET		
Foundation - 4 Spread Footing 6.00														
Sub Floor System - 5 Wood 11.00	83	04	66,205	87	XXXX	XXXX	1985	1900	% GOOD	XXXX				
Exterior Walls - 21 Face Brick 25.00	TYPE: SCHOOL - PUBLIC								OFFICE CONSTRUCTION					
Roofing Structure - 07 Wood Truss 7.00	STORIES: 1 - 1.0 Story													
Roofing Cover - 04 Built Up Tar and Gravel/Rubber 3.00														
Interior Wall Construction - 3 Plastered 22.00														
Interior Floor Cover - 12 Hardwood 12.00														
Heating Fuel - 02 Oil, Wood or Coal 0.00														
Heating Type - 07 Steam 6.00														
Air Conditioning Type - 01 None 0.00														
Commercial Heat & Air - 1 None 0.00														
Structural Frame - 04 Masonry 6.00														
Ceiling & Insulation - 08 Not Suspended - No Insulation 2.00														
Average Rooms Per Floor - 9 Average Rooms Per Floor 0.00														
Floor Number - 03 Floor 0.00														
Plumbing Fixtures 20.00 1.000														
TOTAL POINT VALUE 101.000														

BUILDING ADJUSTMENTS		TOTAL ADJUSTMENT FACTOR		TOTAL QUALITY INDEX	
Shape/Design 2	Rectangle	0.9600			
Quality 3	Average	1.0000			
Size	Size	0.9000			
TOTAL ADJUSTMENT FACTOR		0.860			
TOTAL QUALITY INDEX		87			

PRIOR											
BUILDING VALUE										5,760,580	
OBXF VALUE										173,690	
LAND VALUE										574,680	
PRESENT USE VALUE										0	
DEFERRED VALUE										0	
TOTAL VALUE										6,508,950	

PERMIT				
CODE	DATE	NOTE	NUMBER	AMOUNT
ROUT: WTRSHD:				

SALES DATA									
OFF. RECORD	DATE	DEED	INDICATE	BOOK	PAGE	MOYR	TYPE	Q/UV/I	SALES PRICE
BUILDING AREA 66,208									

NOTES											
MAIN SCHOOL BLDG CONCORD MIDDLE SCHOOL LOCKER ROOM=BAS PMT 18236 6/96 CLASS RM											

SUBAREA		GS	RPL	CODE	DESCRIPTION	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	L/B	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE
BAS	63,622	100	XXXX	B3	RECON BLDG	14	30	420	XXXX	100	1	L	1.20	2000	2000	S3		64	XXXX
CAN	504	025	XXXX	09	PAVING ASP	0	0	25,000	XXXX	100	1	L	1.05	1985	1998	S5		50	XXXX
FUS	2,586	095	XXXX	06	FENCE CL4	0	0	1,800	XXXX	100	1	L	0.90	1985	1994	S5		30	XXXX
FIREPLACE	1 - None		XXXX	24B	SHED MASON	0	0	4,531	XXXX	100	1	L	1.00	1985	1994	S5		30	XXXX
SUBAREA	66,712		XXXX	A4	BOOTH	10	30	300	XXXX	30	1	L	0.70	1985	1985	S3		30	XXXX
TOTALS				B8	STAND	0	0	1	XXXX	100	1	L	1.20	1980	1990	S5		30	XXXX
				B8	STAND	33	12	396	XXXX	100	1	L	1.20	1985	1994	S5		30	XXXX
TOTAL OB/XF VALUE XXXX																			

BUILDING DIMENSIONS FLR=1-3 BAS=W52S3 CAN=W21S8E21N8\$ S17W6S23E6S65W12N8W9N100W25S10W8S162E25N7E31S3E54N3E31S7E25N72W60N57E6N23W6N20\$ FLR=2-3 PTR=E45 BAS=E89S22W89N22\$ W45\$ FUS=1293\$.

LAND INFORMATION																			
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	LAND NOTES
SCHOOL PVT	7200	O-I	1404	0	1.0550	7	0.8600	+06	+00	-20	+00	+00	PS	XXXX	15.840	AC	0.907	XXXX	XXXX
TOTAL MARKET LAND DATA															15.840			XXXX	
TOTAL PRESENT USE DATA																		XXXX	

Appraisal Card

CABARRUS COUNTY, NC

3/22/2013 12:03:52 PM

BOARD OF EDUCATION

Return/Appeal Notes: 5620 68 2659 0000

120 NW MARSH AV
734000

NN: 97 - UNDER CONSTRUCTION ODD YEARS
CONCORD CITY TAX (100), COUNTY TAX (100) XXXX
S S ACADEMY & N S CEDAR STS

ID NO: 12 022 0010.00 0000

Reval Year: 2012 Tax Year: 2013

CARD NO. 2 of 5
15.840 AC
TW-12

SRC= Estimated
C-02 EX-6 AT- LAST ACTION 20130220

Appraised by 07 on 01/01/2012 50007 CABARRUS / MCGILL

CONSTRUCTION DETAIL		MARKET VALUE								DEPRECIATION		CORRELATION OF VALUE						
Foundation - 4 Spread Footing	6.00	USE	MOD	Area	QUAL	BASE RATE	R CN	EYB	AYB	Standard	0.49000	CREDENCE TO MARKET						
Sub Floor System - 2 Slab on Grade-Residential/Commercial	5.00	67	04	8,268	73	XXXX	XXXX	1985	1978	% GOOD	XXXX	DEPR. BUILDING VALUE - CARD XXXX						
Exterior Walls - 21 Face Brick	25.00	TYPE: GYMNASIUMS								OFFICE CONSTRUCTION		DEPR. OB/XF VALUE - CARD XXXX						
Roofing Structure - 10 Steel Frame or Truss	10.00	STORIES: 1 - 1.0 Story										MARKET LAND VALUE - CARD XXXX						
Roofing Cover - 04 Built Up Tar and Gravel/Rubber	3.00											TOTAL MARKET VALUE - CARD XXXX						
Interior Wall Construction - 1 Masonry or Minimum	8.00											TOTAL APPRAISED VALUE - CARD XXXX						
Interior Floor Cover - 07 Cork or Vinyl Tile	5.00											TOTAL APPRAISED VALUE - PARCEL XXXX						
Heating Fuel - 02 Oil, Wood or Coal	0.00											TOTAL PRESENT USE VALUE - PARCEL XXXX						
Heating Type - 03 Forced Air - Not Ducted	3.00											TOTAL VALUE DEFERRED - PARCEL XXXX						
Air Conditioning Type - 01 None	0.00											TOTAL TAXABLE VALUE - PARCEL XXXX						
Commercial Heat & Air - 3 Split Units	0.00											PRIOR						
Structural Frame - 04 Masonry	6.00											BUILDING VALUE 5,760,580						
Ceiling & Insulation - 07 Not Suspended - Ceiling and Wall Insulated	4.00											OBXF VALUE 173,690						
Average Rooms Per Floor - 3 Average Rooms Per Floor	0.00											LAND VALUE 574,680						
Floor Number - 01 Floor	0.00											PRESENT USE VALUE 0						
Plumbing Fixtures 4.00	1.000											DEFERRED VALUE 0						
TOTAL POINT VALUE	76.000											TOTAL VALUE 6,508,950						
BUILDING ADJUSTMENTS												PERMIT						
Shape/Design	2	Rectangle	0.9600											CODE DATE NOTE NUMBER AMOUNT				
Quality	3	Average	1.0000											ROUT: WTRSHD:				
Size	Size	Size	1.0000											SALES DATA				
TOTAL ADJUSTMENT FACTOR	0.960											OFF. RECORD DATE DEED INDICATE						
TOTAL QUALITY INDEX	73											BOOK PAGE MO/YR TYPE Q/UV/I SALES PRICE						
												BUILDING AREA 8,382						
												NOTES						
												GYM PMT 27489 9/98=MOD PMT 27488						

SUBAREA				CODE	DESCRIPTION	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	L/B	SIZE FACT	AYB	EYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE
BAS	7,814	100	XXXX	60	BATH HOUSE	21	11	231	XXXX	100	2	L	1.20	1993	1994	S5		30	XXXX
FEP	568	080	XXXX	TOTAL OB/XF VALUE XXXX															

FIREPLACE	1 - None	XXXX
SUBAREA TOTALS	8,382	XXXX

BUILDING DIMENSIONS BAS=W82S9W10S57FEP=E27S8W17S1W28N19E18S10E27S8W17S16E82N90\$.

LAND INFORMATION																			
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	LAND NOTES
TOTAL MARKET LAND DATA																			XXXX
TOTAL PRESENT USE DATA																			XXXX

Appraisal Card

CABARRUS COUNTY, NC

3/22/2013 12:03:52 PM

BOARD OF EDUCATION Return/Appeal Notes: **5620 68 2659 0000**
 120 NW MARSH AV
 734000 NN: 97 - UNDER CONSTRUCTION ODD YEARS ID NO: 12 022 0010.00 0000
 CONCORD CITY TAX (100), COUNTY TAX (100) XXXX CARD NO. 3 of 5
 S S ACADEMY & N S CEDAR STS 15.840 AC SRC= Estimated
 Reval Year: 2012 Tax Year: 2013 TW-12 C-02 EX-6 AT- LAST ACTION 20130220
 Appraised by 07 on 01/01/2012 50007 CABARRUS / MCGILL

CONSTRUCTION DETAIL		MARKET VALUE								DEPRECIATION		CORRELATION OF VALUE							
Foundation - 4 Spread Footing	6.00	USE	MOD	Area	Eff.	BASE RATE	R CN	EYB	AYB	Standard	0.40000	CREDENCE TO MARKET							
Sub Floor System - 2		83	04	8,838	87	XXXX	XXXX	1985	1978	% GOOD	XXXX	DEPR. BUILDING VALUE - CARD XXXX							
Slab on Grade-Residential/Commercial	5.00	TYPE: SCHOOL - PUBLIC OFFICE CONSTRUCTION										DEPR. OB/XF VALUE - CARD XXXX							
Exterior Walls - 21 Face Brick	25.00	STORIES: 1 - 1.0 Story										MARKET LAND VALUE - CARD XXXX							
Roofing Structure - 10 Steel Frame or Truss	10.00											TOTAL MARKET VALUE - CARD XXXX							
Roofing Cover - 04 Built Up Tar and Gravel/Rubber	3.00											TOTAL APPRAISED VALUE - CARD XXXX							
Interior Wall Construction - 1 Masonry or Minimum	8.00											TOTAL APPRAISED VALUE - PARCEL XXXX							
Interior Floor Cover - 10 Terrazzo Monolithic	15.00											TOTAL PRESENT USE VALUE - PARCEL XXXX							
Heating Fuel - 02 Oil, Wood or Coal	0.00											TOTAL VALUE DEFERRED - PARCEL XXXX							
Heating Type - 03 Forced Air - Not Ducted	3.00											TOTAL TAXABLE VALUE - PARCEL XXXX							
Air Conditioning Type - 03 Central	6.00											PRIOR							
Commercial Heat & Air - 3 Split Units	0.00											BUILDING VALUE 5,760,580							
Structural Frame - 04 Masonry	6.00											OBXF VALUE 173,690							
Ceiling & Insulation - 07 Not Suspended - Ceiling and Wall Insulated	4.00											LAND VALUE 574,680							
Average Rooms Per Floor - 6 Average Rooms Per Floor	0.00											PRESENT USE VALUE 0							
Floor Number - 01 Floor	0.00											DEFERRED VALUE 0							
Plumbing Fixtures	4.00											TOTAL VALUE 6,508,950							
TOTAL POINT VALUE	92.000											PERMIT							
BUILDING ADJUSTMENTS												CODE DATE NOTE NUMBER AMOUNT							
Shape/Design	2	Rectangle		0.9600												ROUT: WTRSHD:			
Quality	3	Average		1.0000												SALES DATA			
Size	Size	Size		0.9900												OFF. RECORD DATE DEED INDICATE			
TOTAL ADJUSTMENT FACTOR		0.950												BOOK PAGE MO/YR TYPE Q/UV/I SALES PRICE					
TOTAL QUALITY INDEX		87												BUILDING AREA 8,910					
														NOTES					

SUBAREA				CODE	QUALITY	DESCRIPTION	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	L/B	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE
TOTAL OB/XF VALUE				XXXX																
BAS	8,550	100	XXXX																	
FEP	360	080	XXXX																	
FIREPLACE	1 - None		XXXX																	
SUBAREA TOTALS	8,910		XXXX																	

BUILDING DIMENSIONS BAS=W90S40FEP=W18S20E18N20\$S55E90N95\$.

LAND INFORMATION																	
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	LAND NOTES
TOTAL MARKET LAND DATA																	
TOTAL PRESENT USE DATA																	

Filed for registration on the 27th day of July, 1923, at 11:00 o'clock a.m.

L. P. Allison
REGISTER OF DEEDS.

DEED.
#####

THIS INDENTURE made the 30th day of September in the year of our Lord one Thousand nine hundred and twenty two between Addie A. Odell, of Cabarrus County, North Carolina, Leroy Springs and wife Lena J. Springs of Lancaster County, South Carolina, and Elliott W. Springs of York County, South Carolina by their attorney in fact Jno. P. Allison of Cabarrus County, North Carolina, and Jno. P. Allison and wife Annie C. Allison of Cabarrus County, North Carolina parties of the first part, and Graded School Board, a corporation created under Laws of North Carolina, chapter 285, Public Laws 1891, its successors, or assigns, party of the second part;

WE WITNESSETH, That the said parties of the first part for and in consideration of the sum of Seventeen Thousand and Five Hundred Dollars (17500.00) to said parties of the first part. in hand paid the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey, unto the said party of the second part, its successors and assigns the following described real estate, situate, lying and being in the County of Cabarrus, and State of North Carolina, and in Ward One of City of Concord, and bounded as follows, viz:

One City Block in Ward No. 1 of the City of Concord, N. C. bounded on the southeast by Cedar Street, and Allison property, and on the south by Crowell street, and on the west by large branch, and on the northwest by academy street and bounded as follows:

Beginning at an iron stake in the intersection of Beach and Cedar streets said Beach street being 40 ft. wide at this point, and runs thence with Cedar street S. 48 W. 600 ft. to an iron stake at the apex of Cedar street; thence S. 33 1/2 W. 50 ft. to an iron stake 40 ft. to an iron stake from I. C. Brown's corner; thence the line parallel with Brown's line N. 56 1/2 W. 150 ft. to an iron stake in a field; thence the line parallel with Cedar street S. 33 1/2 W. 479.5 feet to an iron stake on the northeast edge of N. Crowell street, and 150 ft from Cedar street, said Crowell street being 40 ft. wide at this point; thence with the Northeast edge of Crowell street N. 56 1/2 W. 255 ft. to an iron stake on the east edge of the branch, and on the northeast edge of Crowell street, said iron stake being by maple mark as a corner said Crowell street being 40 ft. wide at this point; thence with the large branch N. 7 1/2 W. 581 ft. to an iron stake on the Southeast edge of Academy street in a large branch and a corner of the Concord Ka nnapolis Gas. Company lot; thence with Academy street N. 45 E. 496 feet. to an iron stake, a corner of Untz property on Academy; thence with the line of Untz S. 43 1/2 E. 120 ft. to an iron stake corner of Untz lot; thence the line of the Untz lot and the lines of others prolonged N. 46 1/2 E. 300 ft. to an iron stake on an old line of Mrs. Ervins, and 120.3 ft. from Academy street; thence the old line S. 43 1/2 E. 24 ft. to an iron stake an old corner of Mrs. Irvin; thence the line of Mrs. Irvin and the line of R. C. Benfield prolonged, N. 51 1/2 E. 120 ft. to an iron stake a corner of R. C. Benfield's the line of Jake Wallace; thence the line of Jake Wallace S. 42 1/2 E. 186.21 feet. to an iron stake on Mrs. Foil's line a new corner; thence the new line parallel with the line of Mrs. Foil S. 39 1/2 E. 150 feet to an iron stake on Marsh street; thence with Marsh street N. 51 1/2 E. 32.4 feet to an iron stake on Marsh street; thence the new line crossing Marsh street and with the southwest edge of Beach Street S. 39 1/2 E. 288 ft. to the beginning, containing 17.01 acres

TO HAVE AND TO HOLD, all and singular the above granted premises, with the appurtenances, unto said party of the second part, its successors and assigns forever. And the said parties of the first part for themselves and their heirs executors and administrators do hereby covenant with said party of the second part its successors and assigns, that they are seized of the premises in fee simple; that the said premises are free from all incumbrances; that they have good right and lawful authority to sell the same; that they will warrant and defend the said premises unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whatsoever.

IN TESTIMONY, The said parties of first part have hereunto set their hands and seals the day and year first above written.

J. R. Stamps \$17.50

Addie A. Odell (SEAL)
Leroy Springs. (SEAL)
Lena J. Springs (SEAL)
Elliott W. Springs. (SEAL)
By Jno. P. Allison, Atty, in fact (SEAL)
Jno. P. Allison (SEAL)
Annie C. Allison (SEAL)

NORTH CAROLINA }
CABARRUS COUNTY. }

Addendum C

Comparable Data

Comparable Land Sales

Location & Property Identification

Property Name: 5.7-acres
 Sub-Property Type: Land
 Address: Lot 2 Cold Creek Farms Rd
 City/State/Zip: Concord, NC 28025
 County: Cabarrus

Market Orientation: Suburban



Lat./Long.: 35.376524/-80.477990 IRR Event ID (542579)

Sale Information

Sale Price: \$118,000
 Eff. R.E. Sale Price: \$118,000
 Sale Date: 03/15/2012
 Sale Status: Closed
 \$/Acre(Gross): \$20,702
 \$/Land SF(Gross): \$0.48
 \$/Acre(Usable): \$20,702
 \$/Land SF(Usable): \$0.48
 Case Study Type: none
 Grantor/Seller: Dragonfly Properties of NC, LLC
 Grantee/Buyer: James Mebane Robertson and wife, Jeanne Winstead Robertson
 Property Rights: Fee Simple
 % of Interest Conveyed: 100.00
 Financing: Cash to seller
 Terms of Sale: Cash to seller
 Document Type: Deed
 Recording No.: 9919/158
 Verified By: Baker Haynes
 Verification Date: 4/19/12
 Verification Source: Dan Sullivan- Dragonfly Properties of NC, LLC
 Verification Type: Confirmed-Seller Broker

Improvement and Site Data

MSA: Charlotte-Gastonia-Concord, NC-SC Metropolitan Statistical Area
 Legal/Tax/Parcel ID: 55599524670000
 Acres(Usable/Gross): 5.70/5.70
 Land-SF(Usable/Gross): 248,292/248,292
 Usable/Gross Ratio: 1.00
 Shape: Irregular
 Topography: Gently Sloping
 Corner Lot: No
 Frontage Feet: 263
 Frontage Desc.: Cold Creek Farm Rd
 Zoning Code: CR
 Zoning Desc.: Countryside Residential
 Flood Plain: No
 Utilities Desc.: Septic tank/well
 Source of Land Info.: Other

Comments

Per broker, parcel has architectural review, livestock restriction, and manufactured and modular homes are not allowed.

Location & Property Identification

Property Name: 6.37 Acres
 Sub-Property Type: Land: Residential (Single Family)
 Address: 800 N. Main St.
 City/State/Zip: Mount Pleasant, NC 28124
 County: Cabarrus

Market Orientation: Small Town - Non Metro



Lat./Long.: 35.406781/-80.435235 IRR Event ID (550526)

Sale Information

Sale Price: \$110,000
 Eff. R.E. Sale Price: \$110,000
 Sale Date: 10/19/2011
 Sale Status: Closed
 \$/Acre(Gross): \$17,268
 \$/Land SF(Gross): \$0.40
 \$/Acre(Usable): \$17,268
 \$/Land SF(Usable): \$0.40
 Case Study Type: none
 Grantor/Seller: Grace Barrier, Ltd.
 Grantee/Buyer: Adam Zanation and wife, Jennifer Stegall
 Property Rights: Fee Simple
 % of Interest Conveyed: 100.00
 Financing: Cash to seller
 Terms of Sale: Arms Length
 Document Type: Deed
 Recording No.: 9735-51
 Verified By: J. Todd Neal
 Verification Source: Dale Cline, Broker
 Verification Type: Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID: 56701671700000 and 56701579990000
 Acres(Usable/Gross): 6.37/6.37
 Land-SF(Usable/Gross): 277,477/277,477
 Usable/Gross Ratio: 1.00
 Shape: Rectangular
 Topography: Gently Sloping
 Corner Lot: No
 Frontage Feet: 240
 Frontage Desc.: N. Main Street
 Zoning Code: RM-1
 Zoning Desc.: Single Family Residential
 Flood Plain: No
 Utilities: Water Public, Sewer
 Utilities Desc.: All available
 Source of Land Info.: Other

Comments

Broker stated this was an arms length transaction for these two tracts of land that totaled 6.37 acres.

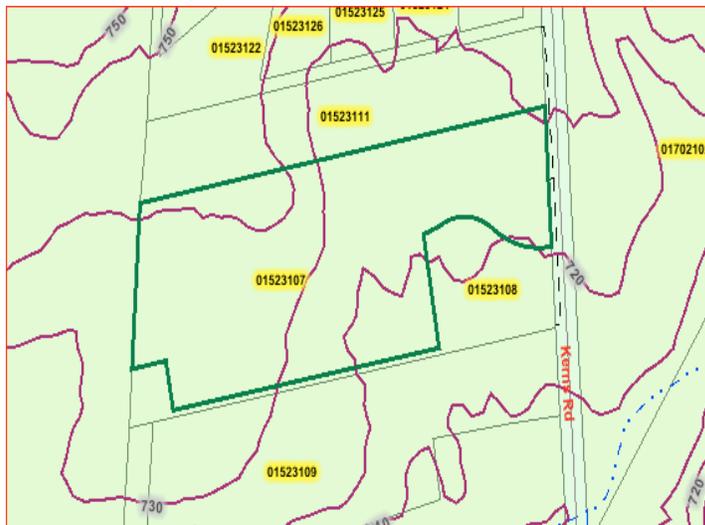
Sale Analysis

Current Use: Single-family residential land

Location & Property Identification

Property Name: Kerns Rd
 Sub-Property Type: Land: Residential (Single Family)
 Address: Kerns Rd.
 City/State/Zip: Huntersville, NC 28078
 County: Mecklenburg

 Market Orientation: Suburban



Lat./Long.: 35.356129/-80.871168 IRR Event ID (481660)

Sale Information

Sale Price: \$248,700
 Eff. R.E. Sale Price: \$248,700
 Sale Date: 03/10/2011
 Sale Status: Closed
 \$/Acre(Gross): \$23,308
 \$/Land SF(Gross): \$0.54
 \$/Acre(Usable): \$23,308
 \$/Land SF(Usable): \$0.54
 Case Study Type: none
 Grantor/Seller: Hecht Development
 Grantee/Buyer: Joel A. Hedlund and Wife
 Dominique Rabouin

 Property Rights: Fee Simple
 % of Interest Conveyed: 100.00
 Terms of Sale: Cash To seller-Arms Length
 Document Type: Deed
 Recording No.: 26347/148
 Verified By: Baker Haynes
 Verification Source: Bob Hecht with Hecht Development
 Verification Type: Confirmed-Seller

Land-SF(Usable/Gross): 464,655/464,655
 Usable/Gross Ratio: 1.00
 Shape: Irregular
 Topography: Gently Sloping
 Corner Lot: No
 Frontage Feet: 315
 Frontage Desc.: Kerns Rd.
 Zoning Code: R3
 Zoning Desc.: Residential
 Flood Plain: No
 Utilities: Electricity
 Utilities Desc.: Private sewer and water required

 Source of Land Info.: Other

Comments

Property purchased to build one home. Had been on the market for 655 days.
 Wooded toward Kerns Rd with pasture towards rear boundary.

Improvement and Site Data

Legal/Tax/Parcel ID: 015-231-07
 Acres(Usable/Gross): 10.67/10.67

Location & Property Identification

Property Name: South side of Huntersville-Concord Road

Sub-Property Type: Land: Residential (Single Family)

Address: South side of Huntersville-Concord Rd.

City/State/Zip: Huntersville, NC 28078

County: Mecklenburg

Market Orientation: Suburban



Lat./Long.: 35.407376/-80.861353 IRR Event ID (438346)

Sale Information

Sale Price: \$290,000

Eff. R.E. Sale Price: \$290,000

Sale Date: 06/25/2010

Sale Status: Closed

\$/Acre(Gross): \$28,600

\$/Land SF(Gross): \$0.66

\$/Acre(Usable): \$28,600

\$/Land SF(Usable): \$0.66

Grantor/Seller: Bryan & Doreen Goss

Grantee/Buyer: Metrolina Greenhouses, Inc.

Property Rights: Fee Simple

% of Interest Conveyed: 100.00

Terms of Sale: Cash to seller; arms length

Document Type: Deed

Recording No.: 25716/578

Verified By: M. Kyle Winters, MAI

Verification Type: Confirmed-Seller Broker

MSA: CHARLOTTE-GASTONIA-CONCORD, NC-SC METROPOLITAN STATISTICAL AREA

Legal/Tax/Parcel ID: 021-081-14

Acres(Usable/Gross): 10.14/10.14

Land-SF(Usable/Gross): 441,698/441,698

Usable/Gross Ratio: 1.00

Shape: Rectangular

Topography: Gently Sloping

Corner Lot: No

Frontage Feet: 756

Frontage Desc.: Huntersville-Concord Road

Zoning Code: TR(CD)

Flood Plain: Yes

Utilities Desc.: No water and sewer at this time.

Source of Land Info.: Other

Comments

Distressed sale - sellers were divorcing. Purchased by adjoining property owner that runs a nursery/greenhouse. Broker felt that purchaser was only buyer for property due to greenhouse operation & chemicals used, and that property was worth over \$30k per acre. Broker stated property would have sold for

Comments (Cont'd)

\$45k/ acre pre-market crash.

Addendum D

Engagement Letter



CITY OF CONCORD
 26 UNION STREET SOUTH
 P.O. BOX 308
 CONCORD, NC 28026-308
 PHONE: (704) 920-5447
 FAX: (704) 785-8856

PURCHASE ORDER NO. 108325

PAGE NO. 1

PDF Copy

VENDOR 31567515
 INTEGRA REALTY RESOURCES-CHARLOTTE
 214 W TREMONT AVE STE 200
 CHARLOTTE NC 28203

TO CITY OF CONCORD- ENGINEERING 4
 ALFRED M BROWN OPERATIONS CENT
 850 WARREN C COLEMAN BLVD SOUT
 CONCORD, NC 28025
 ATTN:

ORDER DATE: 03/13/13	BUYER: PEGGY	REQ. NO.: 324950	REQ. DATE:
----------------------	--------------	------------------	------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: PL# EX-8731
--------------------	---------	--------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING DOCUMENTS		
01	1.00	EA	PROPERTY APPRAISAL FOR WEBB FIELD	3750.0000	3,750.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	3,750.00
01	4230 5194000	3,750.00		TOTAL \$	3,750.00

APPROVED FOR ISSUE:

BY _____
 FINANCE DIRECTOR SIGNATURE

THE CITY OF CONCORD IS NOT EXEMPT FROM SALES TAX. THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

PDF Copy

IMPORTANT! PURCHASE ORDER NUMBER SHOULD APPEAR ON ALL SHIPMENTS AND CORRESPONDENCE.



Google earth

feet
meters





CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Active Living and Parks - Development of Two Multi-Purpose Fields at Frank Liske Park

BRIEF SUMMARY:

This proposal is for the development of two multi-purpose artificial turf athletic fields at Frank Liske Park. The project has been previously discussed and a preliminary plan, budget and map were developed by McGill and Associates (attached). McGill and Associates was selected after the RFQ and RFP process. Management, General Services, CVB, and Active Living and Parks were all involved with the initial plan.

Located next to the existing tennis courts, the proposed fields will not interfere with the proposed Rotary Disc Golf Course. The fields could be utilized for lacrosse, soccer, ultimate frisbee, flag football, volleyball and other sports throughout most weeks and weekends.

The Cabarrus County CVB has been involved with the project from the beginning and approved the construction expenditure based on the preliminary plan from McGill and Associates. The preliminary cost for construction is \$2,162,350.00, including two synthetic turf multi-purpose fields, grading, lights, restrooms, parking, fencing and all construction documents.

REQUESTED ACTION:

For discussion at the work session.

Motion to approve the two multi-purpose fields at Frank Liske Park, to select McGill and Associates for the final design, advise on the

advancement of project funds and authorize the County Manager complete and sign all necessary documentation subject to review and/or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, General Services Director
Londa Strong, Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

[Two Multi-Purpose Fields at Frank Liske Park](#)

PROBABLE CONSTRUCTION COST ESTIMATE
Cabarrus County Parks and Recreation
Frank Liske Park Multipurpose Field Improvements

PREPARED BY MCGILL ASSOCIATES, P.A.
 January 30, 2012

	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL
	Mobilization (3%)	1	LS	\$77,937	\$77,937
Sub-total					\$77,937
Part 1 - General Construction					
1	Erosion Control	9	AC	\$4,000	\$36,000
2	Sitework (Grading, Storm Drainage)	1	LS	\$50,000	\$50,000
3	Parking Lot Demolition	1	LS	\$5,000	\$5,000
4	Parking Lot #1	78	SP	\$565	\$44,070
5	Parking Lot #2	53	SP	\$565	\$29,945
6	Existing Parking Lot Improvements	1	LS	\$8,000	\$8,000
7	Sanitary Sewer (Tie to Existing Restrooms)	380	LF	\$24	\$9,120
8	Water Service	220	LF	\$9	\$1,980
9	Site Electric	1	LS	\$5,000	\$5,000
10	Site Lighting	1	EA	\$6,000	\$6,000
11	Park Signage	1	AL	\$3,000	\$3,000
12	Grass - Common Areas	2	AC	\$2,500	\$3,750
13	Landscaping (trees and shrubs)	1	AL	\$8,000	\$8,000
14	6' concrete sidewalk	3,720	SF	\$4	\$14,880
Sub-total					\$224,745
Part 2 - Field Construction					
1	Artificial Turf Lacrosse Field (330' x 180' with Border) (Med Grade)	150,000	SF	\$6	\$900,000
2	Vinyl Coated Chainlink Fencing (6' Ht.)	2,000	LF	\$16	\$32,000
3	MUSCO Field Lighting and Electrical Service (2 Fields)	1	AL	\$285,000	\$285,000
4	Irrigation Well (left out since both art. Turf but we will not be able to cool fields)	0	EA	\$7,500	\$0
5	Restroom Building (20'x40')	1	EA	\$110,000	\$110,000
6	Irrigation with Underground Cistern	0	EA	\$20,000	\$0
7	Miscellaneous (Benches, Trash Receptacles, Drinking Fountains)	1	AL	\$7,000	\$7,000
Sub-total					\$1,334,000
Field Construction Alternates					
1	Alternate 3Nx Artificial Turf Lacrosse Field (HIGH END)	75,000	SF	\$9	
2	Rock Allowance	1	AL	\$20,000	\$20,000
SUBTOTAL CONSTRUCTION ESTIMATE (Including Alternates)					\$1,656,682
Contingency (10%)					\$165,668
Construction Materials Testing					\$40,000
Design, and Construction Management					\$150,000
TOTAL PROJECT ESTIMATE					\$2,012,350
WITHOUT LIGHTS BUT STILL INSTALLING THE ELECTRIC FOR FUTURE INSTALL					\$1,727,350

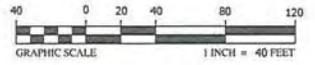


CRUIS COUNTY PARKS AND RECREATION DEPARTMENT

FRANK LISKE PARK

MULTI-PURPOSE FIELD IMPROVEMENTS

FEBRUARY 2012





CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Cooperative Extension - Agricultural Advisory Board - Recommendation for Voluntary Agricultural District Application Approval

BRIEF SUMMARY:

The Cabarrus County Agricultural Advisory Board met on July 11, 2013 and approved two Voluntary Agricultural District applications.

In the Voluntary Agricultural Ordinance No. 2005-20, Article XIV County Land-Use Planning, Section C Growth Corridors, Voluntary Agricultural District applications from growth corridors are subject to approval by the Board of Commissioners. One of the applications, concerning the property belonging to applicant Margaret Ann Adams Dover is located in a growth corridor. The property is located on Poplar Tent Road, near International Drive, NW in Concord. This application has the recommendation and support of the Agricultural Advisory Board.

REQUESTED ACTION:

Motion to approve the Agricultural Advisory Board's recommended application from Margaret Ann Adams Dover for inclusion in the Voluntary Agricultural Districts.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Robert B. Furr, County Extension Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Dover VAD Application and Map](#)
-

Cabarrus County Voluntary Agricultural District Application

Instructions: Please complete the form as completely and accurately as possible. If map and parcel number is unknown, please list property owners name as listed on the deed and list the year the deed was recorded, to the best of your knowledge. Contact the North Carolina Cooperative Extension Office – Cabarrus County Center at 704-920-3310 if you need any assistance.

Name: Margaret Ann Adams Dover
Mailing Address: 535 Cabarrus Ave W
City: Concord State: NC Zip Code: 28027
Phone Number (home): 704-786-7004 (work): 704-782-2117
Property Address: 4758 Poplar Tent Rd
Number of acres: 12.5
Map: 4 Parcel Information (*PIN#): 5601-60-1922
PIN # can be found on your property tax bill or on the Internet at www.cabarruscounty.us (GIS Department)
Year deed recorded: 2004
Book: 5590 Page: 109

Is this land listed for agricultural use taxation with the Cabarrus County Tax Assessor?

Yes No

Are you interested in the original (revocable) voluntary agricultural district ordinance or the _____ enhanced (irrevocable for a 10 year period) agricultural district ordinance? (please check one)

Have you reviewed the requirements of the Cabarrus County Voluntary Agricultural District Ordinance? Yes: No: _____

Do you know of any neighbors who might be interested in this program? Please List:

Signed: Margaret A. Dover Date: 2-18-2013

Signed: _____ Date: _____

Direct Inquiries to: North Carolina Cooperative Extension
Cabarrus County
Phone: 704-920-3310

Cabarrus Soil and Water Conservation District
Phone: 704-920-3300

Submit Application to: Cooperative Extension, Cabarrus County
POBox 387
Concord, NC 28026

Margaret Ann Adams Dover
Voluntary Agricultural District Request



Map Printed On {2013-07-22 09:02}

Comments Because this property is in a high-growth area, this request requires BOC approval.

Legend



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Cooperative Extension - Receipt of Cannon Foundation Grant Proceeds from the Cabarrus 4-H Foundation, Inc. - \$35,000

BRIEF SUMMARY:

The Cannon Foundation, Inc. has awarded the Cabarrus County 4-H Foundation a \$35,000 grant to be used for the 4-H STEM program and administered by the Cabarrus County Cooperative Extension Department's 4-H program. The Cabarrus County 4-H Foundation will serve as a pass-through agency for this grant. The Foundation received the grant donation on June 26, 2013 and the funds are required to be spent prior to June 1, 2014.

REQUESTED ACTION:

Motion to accept the Cannon Foundation grant for the Cabarrus County 4-H Foundation and approve the related budget revision.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Robert B. Furr, Cooperative Extension Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date: 7/17/2013 **Amount:** \$35,000

Dept. Head: Robbie Furr **Department:** Cooperative Extension

Internal Transfer Within Department Transfer Between Departments/Funds
Supplemental Request

Purpose:

The Cannon Foundation has awarded the Cabarrus County 4H Foundation a \$35,000 Grant to be used for the 4H STEM program that will be administered by the Cabarrus County Cooperative Extension Department's 4H program. The Cabarrus County 4H Foundation will serve as a pass through agency for this grant. The Foundation received the donation on June 26, 2013. The Cooperative Extension Department will request the funds and will be spending the funds prior to the June 1, 2014 deadline. This budget amendment records the receipt of the grant and the corresponding expenditure line items.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00165410-6806-4HCAN	Donation-Cannon Trust	\$0.00	\$35,000.00		\$35,000.00
00195410-9356-4HCAN	Spec Prog Supp-4HCAN	\$0.00	\$29,000.00		\$29,000.00
00195410-9445-4HCAN	Purchased Serv-4HCAN	\$0.00	\$6,000.00		\$6,000.00
Total					

ATTACHMENTS

- [Cannon Grant Foundation Award Letter](#)

THE CANNON FOUNDATION, INC.

WWW.CANNONFOUNDATION.ORG
POST OFFICE BOX 548
CONCORD, NORTH CAROLINA 28026-0548
704-786-8216

June 26, 2013

Mr. Philip C. McAuley, President
Cabarrus 4-H Foundation, Inc.
715 Cabarrus Avenue, West
Concord, North Carolina 28027

Dear Mr. McAuley:

In our letter to you dated June 11, 2013 we informed you that The Cannon Foundation, Inc., had approved a grant of \$35,000.00 to assist you in your project. Enclosed is our check in the amount of \$35,000.00 as payment for this grant. **The check should be endorsed in exactly the same name to which it is made payable.**

Please acknowledge receipt of this check on the enclosed copy of this letter and immediately (1) fax it to our office (704-782-2812), and (2) mail the copy with original signature to our office.

We are subject to the Tax Reform Act of 1969 and it is necessary that we comply with the provisions of that law and the regulations issued thereunder. **It will be necessary for you to submit to us a final or interim report on the project or purpose for which the grant was made by June 1, 2014.**

Feel free to make any public announcement of this grant which you feel will be most beneficial to your organization. We would appreciate receiving a copy of any resulting publicity about the grant for our files.

The Foundation is glad to have a part in supporting this project.

Sincerely,

THE CANNON FOUNDATION, INC.



Frank Davis
Executive Director

FD: elh

Enclosures

THE CANNON FOUNDATION, INC.

WWW.CANNONFOUNDATION.ORG
POST OFFICE BOX 548
CONCORD, NORTH CAROLINA 28026-0548
704-786-8216

June 26, 2013

Mr. Philip C. McAuley, President
Cabarrus 4-H Foundation, Inc.
715 Cabarrus Avenue, West
Concord, North Carolina 28027

Dear Mr. McAuley:

In our letter to you dated June 11, 2013 we informed you that The Cannon Foundation, Inc., had approved a grant of \$35,000.00 to assist you in your project. Enclosed is our check in the amount of \$35,000.00 as payment for this grant. The endorsement should agree exactly with payee.

Please acknowledge receipt of this check on the enclosed copy of this letter and immediately (1) fax it to our office (704-782-2812), and (2) mail the copy with original signature to our office.

We are subject to the Tax Reform Act of 1969 and it is necessary that we comply with the provisions of that law and the regulations issued thereunder. **It will be necessary for you to submit to us a final or interim report on the project or purpose for which the grant was made by June 1, 2014**

Feel free to make any public announcement of this grant which you feel will be most beneficial to your organization. We would appreciate receiving a copy of any resulting publicity about the grant for our files.

The Foundation is glad to have a part in supporting this project.

Sincerely,

THE CANNON FOUNDATION, INC.

Frank Davis
Executive Director

FD: elh

Enclosure

Above check received:

Philip C. McAuley, Preside.
Name and Title

Philip C. McAuley
Print Name

7-1-2013
Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

County Manager - Adoption of the 2013 County Management Records Retention and Disposition Schedule

BRIEF SUMMARY:

The North Carolina Department of Cultural Resources, Division of Archives and Records, Government Records Section has issued the 2013 County Management Records Retention and Disposition Schedule.

The Department of Cultural Resources is now requiring local government agencies to establish internal policies in regards to setting a minimum retention period for records of short-term value that are scheduled with the disposition instruction "destroy when administrative value ends." Staff met to assign minimum retention periods to the affected records and contribute their recommendations based on their daily practices, procedures and programs.

The 2013 Records Retention and Disposition Schedule needs to be adopted by the Board of Commissioners and signed by the Chairman before it can go into effect.

REQUESTED ACTION:

Motion to adopt the 2013 County Management Records Retention and Disposition Schedule.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Megan Smit, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

RECORDS RETENTION AND DISPOSITION SCHEDULE

COUNTY MANAGEMENT



Issued By:



NORTH CAROLINA
DEPARTMENT OF
**CULTURAL
RESOURCES**
WWW.NGCULTURE.COM

North Carolina Department of Cultural Resources
Division of Archives and Records
State Archives of North Carolina
Government Records Section

April 15, 2013

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County Management Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

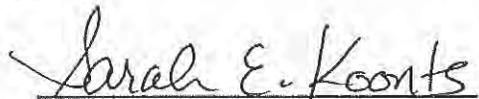
This local government agency and the Department of Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods which allow these records to be destroyed when "*administrative value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "*destroy when administrative value ends.*" If a county does not establish internal policies and retention periods, the county is not complying with the provisions of this retention schedule and is not authorized by the Department of Cultural Resources to destroy the records with the disposition instruction "*destroy when administrative value ends.*"

The local government agency and the Department of Cultural Resources concur that the long-term and/or permanent preservation of electronic records require additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

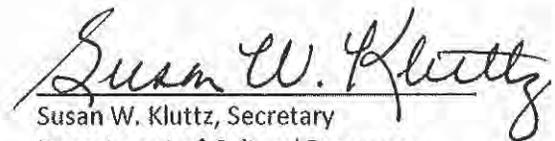
APPROVAL RECOMMENDED

Chief Administrative Officer/
County Manager


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners


Susan W. Kluttz, Secretary
Department of Cultural Resources

County: _____

April 15, 2013

EXECUTIVE SUMMARY

- ✓ According to G.S. §121-5 and G.S. §132-3, you may only destroy public records with the consent of the Department of Cultural Resources (DCR). The State Archives of North Carolina is the division of DCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your county is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions which will indicate how long that series must be kept in your offices. In some cases, the disposition instructions are simply "Retain in office permanently," which means that those records must be kept in your offices forever. In other cases, the retention period may be "destroy in office when administrative value ends." Administrative value is defined as, "the usefulness of records to support ancillary operations and the routine management of an organization." Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when administrative value ends."
- ✓ Email is a record as defined by G.S. §121-5 and G.S. §132. It is the content of the email that is critical when determining the retention period of a particular email, including attachments, not the media in which the records were created. Email should be retained in the same manner as its paper counterpart. It is important for all agency employees and officials to determine the appropriate records series for specific emails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all county employees and officials take our online tutorials in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management, utilizing the retention schedule, email management, and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming of the minutes of major decision-making boards and commissions in a county. Once those records are filmed, we will store the silver negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

STANDARD-1. ADMINISTRATION AND MANAGEMENT RECORDS

Official records pertaining to the authority, operating philosophy, methods, primary functions, and routine office administration of county offices.

ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ADMINISTRATIVE DIRECTIVES, POLICIES, PROCEDURES, REGULATIONS, RULES	Retain in office official copy permanently.	
2.	AGENDA AND MEETING PACKETS FILE Includes agendas and copies of supporting documentation submitted and discussed during meetings of public bodies. See also MINUTES OF PUBLIC BODIES item 34, page 8.	a) Retain records with historical value permanently. b) Destroy in office other records when administrative value ends.† Agency Policy: Destroy in office after 2 years	
3.	APPLICATIONS FOR APPOINTMENT Applications and related records received from individuals applying for appointments to serve on public boards, commissions, councils, and committees.	a) Destroy in office records concerning individuals appointed 1 year after expiration of term. b) Destroy in office remaining records after 1 year.	
4.	APPOINTMENTS REPORTING RECORDS Includes public boards, commissions, councils, and committees annual appointment reports filed with the NC Department of the Secretary of State and related records.	Destroy in office after 2 years.	G.S. § 143-157.1
5.	ASSOCIATIONS AND ORGANIZATIONS FILE Records concerning associations, organizations, groups, etc., that have some form of association or relationship with the agency.	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	AUDIO AND VIDEO RECORDING OF MEETINGS	Destroy in office after approval of official written minutes.	
7.	AUDITS: PERFORMANCE Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, and related records. See also AUDITS: FINANCIAL item 6, page 22.	a) Retain reports permanently. b) Destroy in office working papers and remaining records 3 years after the date of the report.	
8.	BUSINESS DEVELOPMENT SUBJECT FILES	Destroy in office after 3 years or when superseded.	
9.	BULLETINS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	
10.	CALENDARS OF EVENTS AND APPOINTMENTS	Destroy in office when superseded or obsolete.	
11.	CENSUS PROJECT FILE Records created to assist the U.S. Census Bureau and county agencies with the decennial census.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
12.	CHARTER RECORDS Charter and charter proceedings related to adoption, amendment and/or repeal.	Retain in office permanently.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<p>CITIZEN COMPLAINTS, PETITIONS, AND SERVICE REQUESTS</p> <p>Records concerning objections, dissatisfaction, or disagreements with actions or positions taken or not taken by the agency. May include petitions signed by citizens requesting action or routine requests for service or information.</p>	Destroy in office 1 year after resolution.*	
14.	<p>CITIZEN REBATE PROGRAM RECORDS</p> <p>Applications, receipts, and related records concerning rebate programs sponsored by the county. These records document programs that citizens may opt into and incentivize actions such as, but not limited to, installing water efficient toilets.</p>	<p>a) Destroy in office financial records 3 years after approval.*</p> <p>b) Destroy in office applications 1 year after approval.</p> <p>c) Destroy in office denied applications when administrative value ends.† Agency Policy: Destroy in office after N/A</p>	
15.	<p>CITIZEN SURVEYS</p> <p>Surveys and related records addressing county services, policies, and other concerns.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 30 days</p>	
16.	<p>COMPREHENSIVE PLAN</p> <p>Long-range plan outlining policies, guidelines and plans for future development of the county. Includes but is not limited to official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans.</p>	<p>a) Retain official copy in office permanently.</p> <p>b) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan.</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	<p>CONFERENCES AND WORKSHOPS FILE Records concerning conferences and workshops conducted or attended by county employees.</p> <p>See also EMPLOYEE TRAINING AND EDUCATIONAL RECORDS item 28, page 78.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after <u>1 day</u></p>	
18.	<p>CORRESPONDENCE AND MEMORANDA Administrative and management correspondence/memoranda, including email, written or received by the office concerning agency authority, operating philosophy, purpose, methods, and any other function.</p> <p>For information on handling email, see Electronic Records and Digital Imaging page viii.</p>	<p>a) Transfer after 3 years correspondence, including email, with historical value to the HISTORIES FILE item 29, page 7.</p> <p>b) Destroy routine administrative correspondence and memoranda when administrative value ends.† Agency Policy: Destroy in office after <u>1 day</u></p> <p>c) Destroy in office remaining records after 3 years.</p> <p><i>Retention Note: The correspondence, including email, of the county manager and department heads have historical value and should be retained.</i></p>	
19.	<p>CUSTOMER CALL CENTER RECORDINGS Recordings made of calls to customer service centers for quality assurance and training purposes.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after <u>N/A</u></p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.	<p>EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS Records concerning the maintenance, repair, routine testing, and inspection of county owned equipment and vehicles.</p> <p>See also GRANTS item 28, page 6.</p>	<p>a) Destroy in office records documenting routine inspections, janitorial cleaning, and routine maintenance of equipment and vehicles after 1 year.</p> <p>b) Destroy in office billing records after 3 years.*</p> <p>c) Retain for life of equipment and vehicles records documenting all other maintenance and repairs.</p>	
21.	<p>EQUIPMENT AND VEHICLE REFERENCE FILE Includes operation, specification, and technical manuals, brochures, bulletins, and related documentation.</p>	Destroy in office when superseded or obsolete.	
22.	<p>EQUIPMENT, FACILITY, AND VEHICLE USAGE RECORDS Records concerning the assignment, request, and usage of county assets. May include mileage and checkout logs, fuel consumption reports, facility reservation requests, authorizations and similar records relating to the assignment and use of county owned property.</p>	<p>a) Destroy in office after 3 years if records are used for allocating costs or determining payment under rental or lease agreements.*</p> <p>b) Destroy in office remaining records after 1 year.</p>	
23.	<p>FACILITY ACCESSIBILITY FILE Records concerning compliance with the Americans with Disabilities Act (ADA). May include survey of county buildings to determine accessibility to the physically handicapped, federal regulations, proposals for implementing the act, correspondence (including email), resolutions, and solutions to access problems.</p>	Destroy in office after 5 years.*	29 CFR 1602

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	FUND DRIVE AND EVENT RECORDS Records concerning the promotion and organization of fund drives and other special events in which the county participated.	a) Retain records with historical value permanently. b) Destroy in office remaining records after 1 year.	
25.	GOALS AND OBJECTIVES	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
26.	GRANT CONTRACT APPEALS CASES	Destroy in office 10 years after final action or decision.*	
27.	GRANT PROPOSALS Proposals submitted for grants. May include applications, correspondence (including email), and other related records.	a) Transfer records concerning approved grants to GRANTS item 28, page 6 if approved. b) Destroy in office rejected or withdrawn grant proposals when administrative value ends.† Agency Policy: Destroy in office after 1 year	
28.	GRANTS Records concerning approved federal, state, and private grants. May include applications, reports, records of equipment purchased with grant funds, and all relevant programmatic records. See also GRANTS: FINANCIAL item 36, page 26.	a) Destroy in office records relating to specific non-continuing grants 5 years after termination or when released from audit.* b) Destroy in office records relating to specific continuing grants 5 years after annual financial report is filed. c) Destroy in office records not relating to a specific grant or to grants not funded after 1 year.	09 NCAC 03M.0703

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29.	HISTORIES FILE (AGENCY AND EMPLOYEES) Records concerning the history of the county and its employees. May include published and unpublished histories, biographical data, photographs, newspaper clippings, and other related records.	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
30.	INDEX FILE Listing of where specific information can be found.	Destroy in office when superseded or obsolete.	
31.	LEGISLATION AND REGULATORY RECORDS Notices and copies of proposed or adopted state or federal legislation or regulations affecting the agency.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	
32.	MAIL: UNDELIVERABLE/RETURNED Outgoing agency mail returned by the post office for any reason, including insufficient postage, incorrect address, forwarding order expired, etc. Also includes outgoing email returned for any reason.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	
33.	MAILING AND DISTRIBUTION RECORDS Includes mailing and meeting notification lists, Sunshine Lists, and related documentation of transactions with the U.S. Postal Service or private carriers.	a) Destroy in office Sunshine Lists when superseded or obsolete. b) Destroy in office all other records when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	Comply with applicable provisions of G.S. §132-1.13 regarding confidentiality of electronic mailing lists and G.S. §132-1.12 regarding confidentiality of juvenile records.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34.	<p>MINUTES OF PUBLIC BODIES As defined by § 143-318.10 (b), includes official and reference copies of the minutes of the governing board and all subsidiary and advisory boards. Subsidiary boards are defined as boards that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, or administrative functions. Also includes minutes of subcommittees of the governing board and its subsidiary and advisory boards.</p> <p>See the Microfilm section on page xi for instructions on microfilming.</p>	<p>a) The official minutes of the governing board and its subsidiary boards are permanent records.</p> <p>b) The official minutes of advisory boards may only be destroyed upon approval by the State Archives of North Carolina. The State Archives reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Minutes of committees or subcommittees may be destroyed when administrative value ends, if the minutes or actions and decisions of the committee are entered as part of the minutes of the parent board. If minutes or actions and decisions of the committee or subcommittee in question are not entered as part of the minutes of the parent board, the State Archives reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after <u>1 year</u></p>	G.S. § 143-318.10
35.	<p>MINUTES (STAFF MEETINGS) Minutes of meetings, including all referenced and attached documentation.</p> <p>See also MINUTES OF PUBLIC BODIES item 34, page 8.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after <u>30 days</u></p>	G.S. § 143-318.10(c)
36.	<p>NOTICES OF PUBLIC MEETINGS Includes notices and regular meeting schedules.</p> <p>See also AFFIDAVITS OF PUBLICATION item 1, page 63.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after <u>1 year</u></p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
37.	OFFICE SECURITY RECORDS Records concerning the security of county offices, facilities, vehicles, equipment, and personnel. May include visitor register, security, employee or contractor access to facilities or resources, and surveillance system reports and recordings.	a) Destroy in office or reuse after 30 days recordings not required to support known investigations or litigation. b) Destroy in office all remaining records after 1 year.	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
38.	ORDINANCES Includes code of ordinances and ordinance development records. See the Microfilm section on page xi for instructions on microfilming.	a) Retain official copy permanently. b) Destroy in office additional copies (including tabled or failed ordinances) when administrative value ends.† Agency Policy: Destroy in office after 1 day c) Destroy in office development records when ordinance is no longer in effect or when administrative value ends.† Agency Policy: Destroy in office after 1 day	
39.	ORGANIZATION RECORDS Includes organizational charts, reorganization studies, and similar records describing the arrangement and administrative structure of the agency.	a) Retain records with historical value permanently. b) Destroy in office all other records when superseded or obsolete.	
40.	PARKING FILE Records concerning staff parking assignments.	Destroy in office when superseded or obsolete.	
41.	PEST CONTROL RECORDS Records concerning county pest eradication programs.	Destroy in office after 3 years*	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	<p>PLANNING AND DEVELOPMENT FILE</p> <p>Records concerning the formulation, planning, and adoption of policies, procedures, and functions of the county and its departments.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after <u>1 day</u></p>	
43.	<p>PROCLAMATIONS AND ORDERS</p> <p>Proclamations and orders issued by the county board of commissioners.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after <u>1 year</u></p>	
44.	<p>PROJECTS FILE</p> <p>Includes project correspondence, including email, final reports, specifications and contract documents, notices to proceed, cost estimates, change orders, performance and payment bonds, and similar documentation.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy in office remaining records 3 years after completion of project.</p>	
45.	<p>PROPERTY INVENTORIES</p> <p>Inventories describing the type of property (including equipment and facilities), its location, issuance to employees, and related information.</p>	Destroy in office when superseded or obsolete.	
46.	<p>PUBLIC HEARING RECORDS</p> <p>Includes agendas, minutes, speaker sign-up sheets, and similar documentation.</p>	<p>a) Retain minutes permanently.</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after <u>30 days</u></p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
47.	PUBLIC RECORDS DISCLOSURE FILE Formal requests submitted by persons seeking access to county records.	Destroy in office 2 years after resolution.*	
48.	PUBLICATIONS RECEIVED Includes books, magazines, periodicals, pamphlets, brochures, journals, and newspapers, whether printed or electronic.	Destroy in office when superseded or obsolete.	
49.	QUARTERLY UTILIZATION REPORTS Reports relating to county business and economic development programs.	Destroy in office 1 year after submission of report.	
50.	RATE AND FEE SCHEDULES Records relating to rates, fees, and regulations concerning county services.	Destroy in office when superseded or obsolete.	
51.	RECORDS MANAGEMENT FILE Includes correspondence, including email, with state and/or federal agencies with regards to records retention. Also includes records disposition documentation and copies of records retention and disposition schedules.	a) Retain in office records concerning the final disposition of records permanently. b) Destroy in office remaining records when superseded or obsolete.	
52.	REFERENCE (READING) FILE Subject files containing informational copies of records organized by areas of interest.	Destroy in office when superseded or obsolete.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
53.	<p>REPORTS AND STUDIES (INTERNAL ADMINISTRATION)</p> <p>Records concerning the performance of a department, program, or project, as well as those created for planning purposes. May include all annual, sub-annual, or irregularly prepared research studies, reports, and studies generated by a county or prepared by consultants hired by the county.</p>	<p>a) Retain in office 1 copy of all biennial and annual reports permanently.</p> <p>b) Retain in office reports and studies prepared by request of a county's governing body or a court permanently.</p> <p>c) Destroy in office reports prepared monthly, bimonthly, or semi-annually after 3 years.</p> <p>d) Destroy in office activity reports concerning workload measurements, time studies, number of jobs completed, etc., prepared on a daily or other periodic basis, after 1 year.</p> <p>e) Destroy in office remaining reports and studies when administrative value ends.† Agency Policy: Destroy in office after 1 day</p> <p><i>Retention Note: Reports and studies listed elsewhere in this schedule should be retained the specified period of time.</i></p>	
54.	<p>REQUESTS FOR PROPOSALS</p> <p>Proposals submitted by vendors in response to requests from departments.</p> <p>See also BIDS FOR PURCHASE item 9, page 22.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 year</p>	
55.	<p>REQUISITIONS FILE</p> <p>Requests for payment of parts and inventory items.</p>	<p>Destroy in office after 1 year.</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
56.	<p>RESOLUTIONS</p> <p>File consists of resolutions indicating date, issues or policy involved, and appropriate signatures.</p> <p>See the Microfilm section on page xi for instructions on microfilming.</p>	<p>a) Retain one copy permanently.</p> <p>b) Destroy in office additional copies (including those tabled or failed) when administrative value ends.† Agency Policy: Destroy in office after <u>1 year</u></p> <p>c) Destroy in office development records when administrative value ends.† Agency Policy: Destroy in office after <u>1 year</u></p>	
57.	SURPLUS PROPERTY FILE	Destroy in office 3 years after disposition of property.*	
58.	TELEPHONE USAGE LOGS AND REPORTS	<p>a) Destroy in office records used for billing after 1 year.*</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after <u>1 day</u></p>	
59.	TRAVEL REQUESTS	Destroy in office after 1 year.*	
60.	<p>VEHICLE REGISTRATION CARDS</p> <p>North Carolina registration cards for vehicles in the county fleet.</p>	Retain in vehicle until superseded.	
61.	VETERANS COMMISSION QUARTERLY REPORTS	Destroy in office after 5 years.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
62.	<p>WORK ORDERS Records include date and location of work, cost of materials used and labor, type of work performed, and similar information for the repairs of equipment, facilities, and vehicles.</p>	<p>a) Destroy in office 1 year after work is completed.* b) If this is the only record documenting work was completed follow disposition instructions for FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS item 13, page 33, or EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS item 20, page 5.</p>	
63.	<p>WORKFORCE DEVELOPMENT BOARD MEETINGS Agendas, minutes, and related materials pertaining to meetings of the Workforce Development Board.</p>	Follow disposition instructions for MINUTES OF PUBLIC BODIES item 34, page 8.	20 CFR 652 G.S §143B -438.13
64.	<p>WORKFORCE INVESTMENT ACT: AUDIT/AUDIT RESOLUTIONS Records concerning reports from financial and compliance audit conducted on WIA programs in accordance with OMB A-133. May include audit reports and correspondence concerning audits and audit resolutions for the local area. Also includes federal and state audits.</p>	Destroy in office after 3 years.	OMB Circular A-133 G.S §143B -438.13 29 CFR 97.26 20 CFR 652
65.	<p>WORKFORCE INVESTMENT ACT: LOCAL AREA JOB TRAINING PLAN RECORDS Records concerning the local board's bid process for contracting workforce development programs.</p>	Destroy in office when superseded or obsolete.	20 CFR 652 G.S §143B -438.13

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ITEM #	STANDARD-1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
66.	<p>WORKFORCE INVESTMENT ACT: PARTICIPANT RECORDS</p> <p>Records concerning applicants, registrants, eligible applicants/registrants, participants, terminees, and employees who submit requests for services of the Dislocated Workers Program and Workforce Investment Act programs. May include applications, client history, Employability Development Plans, program referral, monitoring notes, pay authorizations, release forms, and WIA follow-up questionnaires.</p>	<p>Destroy in office 3 years after close of audit or final year expenditure.*</p>	<p>20 CFR 652 G.S §143B -438.13</p>

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-2. AIRPORT AUTHORITY RECORDS

Official records and materials created and accumulated incidental to the operation of a county airport.

ITEM #	STANDARD-2: AIRPORT AUTHORITY RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	AIR SPACE CONSTRUCTION FILES Applications to construct structures which may obstruct flight space. May include correspondence, including email, and related records.	Destroy in office after 5 years.	
2.	AIRFIELD INSPECTION FILES Records concerning airfield inspections on runway conditions, fire and rescue facilities, ground vehicle control, and other airport condition information.	Destroy in office after 1 year.	14 CFR 139.301
3.	AIRPORT CERTIFICATION MANUAL Manual containing a description of operating procedures, facilities and equipment, responsibility assignments, and any other information needed by personnel concerned with operating the airport.	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	14 CFR 139.201
4.	AIRPORT COMMISSION MINUTES See the Microfilm section on page xi for instructions on microfilming minutes.	Follow disposition instructions for MINUTES OF PUBLIC BODIES item 34, page 8.	
5.	AIRPORT MASTER RECORD FILES Federal Aviation Administration (FAA) form 5010 documenting basic information concerning airports	Destroy in office when superseded.	

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ITEM #	STANDARD-2: AIRPORT AUTHORITY RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	COMMUNICATIONS RECORDINGS Audio recordings of radio and telephone communications and complaint calls.	Destroy in office after 30 days if not made part of a case file. *	
7.	LAND DEVELOPMENT AND PLANNING STUDIES AND REPORTS Records documenting local government and airport authority land use and development planning.	Retain in office permanently.	
8.	RADIO LOGS Records of radio calls received and placed.	Destroy in office after 1 year.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-3. ANIMAL CONTROL AND SHELTER RECORDS

Records and materials created and accumulated during the conduct of county animal control and shelter programs.

ITEM #	STANDARD-3: ANIMAL CONTROL AND SHELTER RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACTIVITY REPORTS (ANIMAL CONTROL) Daily, weekly, and monthly reports to the County Health Department, Department of Health Services, etc., providing statistics regarding complaints answered, dogs and cats impounded, impounded animals disposed of, vaccinations, and animal bites reported. See also REPORTS AND STUDIES (INTERNAL ADMINISTRATION) item 53, page 12.	Destroy in office after 1 year.	
2.	ANIMAL ADOPTION RECORDS Includes pre-adoption records and agreements.	Destroy in office after 2 years.	
3.	ANIMAL ABUSE AND CRUELTY CASES Includes complaints, citations and/or compliance orders, and similar records.	Destroy in office after 5 years.*	G.S. §14-360
4.	ANIMAL BITE RECORDS Includes copies of bite reports filed with the local Public Health Department. See also DANGEROUS ANIMAL RECORDS item 10, page 19.	Destroy in office after 3 years.*	G.S. §130A-196, 197, 198.

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ITEM #	STANDARD-3: ANIMAL CONTROL AND SHELTER RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p>ANIMAL COMPLAINT RECORDS Includes complaints of animal abuse and nuisances.</p> <p>See also DANGEROUS ANIMAL RECORDS item 10, page 19.</p>	Destroy in office after 3 years.*	
6.	<p>ANIMAL CONTROL CITATIONS/COMPLIANCE ORDERS Includes citations and/or compliance orders issued to animal owners of violations of county ordinances.</p> <p>See also DANGEROUS ANIMAL RECORDS item 10, page 19.</p>	Destroy in office after 3 years.*	
7.	<p>ANIMAL LICENSE RECORDS Records concerning the payment of license fees.</p>	Destroy in office after 3 years.*	
8.	<p>CERTIFICATES OF ANIMAL RELEASE Certificates verifying health of animal examined and released by county animal control.</p>	Destroy in office after 1 year.	
9.	<p>CONTROLLED SUBSTANCE EUTHANASIA LOG Includes amount of controlled substance used and animals destroyed.</p>	Destroy in office after 2 years.	21 CFR 1304.03
10.	<p>DANGEROUS ANIMAL RECORDS Includes complaints, compliance orders, citations, bite reports, and similar records relating to dangerous animals.</p>	Destroy in office records relating to dangerous animals until known dead or after 10 years.*	G.S. §67-4.1

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ITEM #	STANDARD-3: ANIMAL CONTROL AND SHELTER RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	HISTORIES OF PET OWNERS Records concerning information for each animal owner that violates the county ordinances. May include signed complaint forms, pictures, and paperwork issued by the animal control officer.	Destroy in office after 3 years.*	
12.	OWNER CONTACT NOTICE RECORDS	Destroy in office 1 year from date of contact.	
13.	RABIES CONTROL REPORTS Monthly reports sent to the Division of Health Services.	Destroy in office after 1 year.	
14.	SHELTER DISPOSITION SHEETS Sheets filed on each animal processed by the animal shelter, containing information on whether the animal is reclaimed by the owner, adopted, or euthanized.	Destroy in office after 1 year.	
15.	VACCINATION RECORDS Includes rabies vaccination certificates sent to county animal control by area veterinarians.	Destroy in office after 3 years.	

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STANDARD-4. BUDGET, FISCAL AND PAYROLL RECORDS

Records created and accumulated incidental to the managerial control, budgeting, disbursement, collection and accounting of the county offices.

Note: Per 26 CFR 1.148-5(d)(6)(iii)(E), all records necessary to support the tax-exempt status of a county debt issue must be retained for the life of the debt plus 3 years.

ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACCOUNTS PAYABLE Records concerning the status of accounts in which the county owes money to firms or individuals.	Destroy in office after 3 years.*	
2.	ACCOUNTS RECEIVABLE Records concerning receivables owed and collected.	Destroy in office after 3 years.*	
3.	ACCOUNTS UNCOLLECTABLE Records of accounts deemed uncollectable, including supporting documentation and write-off authorization.	Destroy in office official/audit copies 3 years after account is paid, collected, or determined to be uncollectable.*	
4.	ANNUAL BUDGET Annual budget and budget message submitted to governing board for approval.	a) Retain records with historical value permanently. b) Destroy in office remaining records after 5 years.	G.S. § 159-11
5.	ARBITRAGE RECORDS Records concerning arbitrage rebate calculations and funds rebated.	Destroy in office 3 years after final redemption date of the bonds and after all related debts and obligations have been satisfied.*	26 CFR Part 1 Section 1.148-3

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ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<p>AUDITS: FINANCIAL Records concerning internal and external financial statements and financial-related audits. Includes reports, working papers, and related records.</p> <p>See also AUDITS: PERFORMANCE item 7, page 2.</p>	<p>a) Retain reports permanently.</p> <p>b) Destroy in office working papers and remaining records 3 years after the date of the report.*</p>	G.S. § 159-34
7.	<p>AUTHORIZATION FORMS Authorization to purchase materials.</p>	Destroy in office after 3 years.*	
8.	<p>BANK STATEMENTS, CANCELED CHECKS, DEPOSIT SLIPS, RECEIPTS, RECONCILIATIONS, AND WARRANTS. May include cash, credit card, and purchasing card statements and receipts.</p>	Destroy in office after 3 years.*	
9.	<p>BIDS FOR PURCHASE Records concerning quotes to supply products and services. May include advertisements, requests for proposals, and tabulations, bid bonds, awards letters, records of bids, good faith effort documentation, and related records concerning accepted and rejected bids.</p>	<p>a) Destroy in office successful (awarded) construction (capital improvements) bid records 6 years after completion or termination of project.*</p> <p>b) Destroy in office all other successful (awarded) bid records 3 years after purchase.*</p> <p>c) Destroy in office unsuccessful bid records not awarded or opened after 1 year.*</p>	G.S. § 143 Article 8
10.	<p>BIDS FOR DISPOSAL OF PROPERTY Records concerning the disposal of surplus property. May include various disposition procedures used, such as sealed bids and public auction.</p>	Destroy in office all records after the disposition of property has been recorded in governing board's minutes.*	G.S. § 153A-176

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ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	BILLING AND CLAIMS Records used as the basis for payment of bills and claims for damages made by and against the county.	Destroy in office 3 years after settlement.*	
12.	BILLS OF SALE Records of sale of county property and equipment.	Destroy in office after 3 years.*	
13.	BOND CLOSING RECORDS Includes applications, agreements, tax records, contracts, official statements, legal opinions, ratings letters, public hearing bonds, title insurance, deeds of trust, and other related records.	Destroy in office 3 years after entire issuance has been satisfied.*	G.S. § 159 Article 7
14.	BONDS, NOTES, AND COUPONS	Destroy in office 1 year from date of payment.	G.S. § 159-139 (instructions for cancelled bonds)
15.	BOND REGISTER Records of all bonds, notes, and coupons issued detailing the purpose of issuance, the date of issue, serial numbers (if any), denomination, maturity date, and total principal amount.	Retain in office permanently.	G.S § 159-130
16.	BUDGET RESOLUTIONS AND ORDINANCES Includes copies of budget, annual balanced budget, and project ordinances, resolutions, and amendments.	a) Retain permanently official copies in the minutes of the governing board. b) Destroy in office remaining copies when administrative value ends.† Agency Policy: Destroy in office after 1 day	G.S § 159-8 G.S. § 159-13 G.S. § 159-13.2 G.S § 159-15

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ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	BUDGET REQUESTS AND WORKING PAPERS Includes budget requests, cost estimates, expenditures, program requests, salary and wage lists, correspondence, including email, and related records.	Destroy in office after 3 years.*	G.S. § 159-10
18.	CHECK REGISTER, VARIOUS FUNDS Register listing for all checks written for various funds.	Destroy in office after 3 years.*	
19.	CHECK STUBS Stubs for checks written on agency accounts.	a) Destroy official/audit copies after 3 years.* b) Destroy remaining records after 1 year.	
20.	CONTRACT BUDGET AND EXPENDITURE REPORTS Reports concerning agency budget transactions.	Destroy in office after 3 years.*	
21.	COST ALLOCATION PLANS	Destroy in office after 3 years.*	
22.	CREDIT CARD AND DEBIT SLIPS Records of payments received from customers in the transaction of county business.	Destroy in office after 3 years.*	
23.	CREDIT CARD USE FILE Records of assignation of county credit cards and purchasing cards.	Destroy in office after 1 year.*	
24.	DAILY CASH REPORTS Daily status of cash. Reports include receipts, disbursements, cash, and invested balances.	Destroy in office after 1 year.*	
25.	DAILY DETAIL REPORTS	Destroy in office after 1 year.*	

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ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
26.	DEBT FINANCING RECORDS Includes bank statements, reconciliation records, requisitions, and notices of principal and interest due.	Destroy in office 3 years after entire issuance has been satisfied.*	26 CFR 1.148-5(d)(6)(iii)(E)
27.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	G.S. § 159-32
28.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
29.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
30.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*	
31.	DONATIONS AND SOLICITATIONS	Destroy in office after 1 year.	
32.	ESCHEAT AND UNCLAIMED PROPERTY FILE	Destroy in office after 10 years.*	Comply with applicable provisions of G.S. §116B-60 and §116B-73.
33.	EXPENDITURE REPORTS	Destroy in office after 3 years.*	

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ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34.	<p>FACILITY SERVICE AND MAINTENANCE AGREEMENTS</p> <p>See also GRANTS: FINANCIAL item 36, page 26.</p>	<p>a) Destroy in office depreciation schedules 3 years after asset is fully depreciated or disposed.</p> <p>b) Destroy in office remaining records after 3 years.*</p>	
35.	<p>FINANCIAL JOURNALS AND LEDGERS</p>	<p>a) Destroy in office year-end summaries of receipts and disbursements after 3 years.*</p> <p>b) Destroy in office daily, monthly, or quarterly transaction detail journals and ledgers after 1 year.*</p>	
36.	<p>GRANTS: FINANCIAL</p> <p>Records concerning approved federal, state, and private grants. May include all relevant accounting, purchasing, payroll, and financial records.</p> <p>See also GRANTS item 28, page 6.</p>	<p>Destroy in office 5 years after submission of final report.*</p>	09 NCAC 03M.0703
37.	<p>INSURANCE FILE</p> <p>Certificates of insurance and related records provided by insurance providers as proof of coverage.</p> <p>See also BILLING AND CLAIMS item 11, page 23 and GRANTS: FINANCIAL item 36, page 26.</p>	<p>Destroy in office 3 years from date of termination, expiration, or settlement of all claims.*</p>	
38.	<p>INVESTMENT RECORDS</p> <p>Includes fund information, portfolio listings and reports, balance sheets, requests to invest and withdraw, notices, and other related account activity documentation.</p>	<p>Destroy in office after 3 years.*</p>	G.S. § 159-30

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ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
39.	INVOICES	Destroy in office after 3 years.*	
40.	LOAN RECORDS Records concerning loans made to the county. May include promissory notes.	Destroy in office 3 years after loan is satisfied.*	
41.	LOCAL GOVERNMENT COMMISSION FINANCIAL STATEMENTS	Destroy in office after 3 years.*	G.S. §159-33 and §159-33.1.
42.	LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM MONTHLY REPORTS	Destroy in office after 3 years.*	
43.	MONTHLY BUDGET REPORTS	Destroy in office after 3 years.*	
44.	PAID CHECKS, BILLS, AND VOUCHERS	Destroy in office after 3 years.*	
45.	PAYROLL AND EARNINGS RECORDS Records containing information such as the name, social security number, number of hours worked, compensation rate, deductions, and total wages paid each employee per payroll period. May include individual and group employee earnings records and payroll registers showing earnings and deductions for each pay period.	<ul style="list-style-type: none"> a) Transfer records documenting personnel actions to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83. b) Destroy in office 30 years from date of separation records used for retirement or similar benefits verification. c) Destroy all remaining records in office after 4 years.* 	<p>Comply with applicable provisions of G.S. §162A-6.1 regarding confidentiality of personnel records.</p> <p>FICA Reg. § 316001-1 29 CFR 516.2, 516.5 29 CFR 1627.3(a)</p>

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ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
46.	<p>PAYROLL DEDUCTION RECORDS Records used to start, modify, or stop all voluntary or required deductions from payroll. May include bank payments, savings plans, insurance, association dues, orders of garnishment, etc. Used as proof the employee approved of the deduction(s). Does not include federal tax deduction records.</p> <p>See also WITHHOLDING TAX FILE item 57, page 30.</p>	<p>a) Destroy in office deduction authorization forms and records when superseded or obsolete.*</p> <p>b) Destroy in office remaining records after 4 years.*</p>	Comply with applicable provisions of G.S. §162A-6.1 regarding confidentiality of personnel records.
47.	POPULAR ANNUAL FINANCE REPORT	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy in office other records when administrative value ends.† Agency Policy: Destroy in office after N/A</p>	
48.	<p>POWELL BILL RECORDS Records include certified statements, expenditures reports, information sheets, financial statements submitted to the North Carolina Department of Transportation and all other related documentation.</p>	Destroy in office after 3 years if released from all audits.*	
49.	<p>PURCHASE ORDERS Records, forms, packing slips, and attached documents concerning purchased supplies, equipment, and services.</p> <p>See also GRANTS: FINANCIAL item 36, page 26.</p>	<p>a) Destroy in office capital improvement purchase orders 6 years after completion or termination of project.*</p> <p>b) Destroy in office all other purchase orders after 3 years.*</p> <p><i>Retention note: Packing slips may be destroyed upon verification of items received if they are not the only record of the purchase of the item.</i></p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
50.	PURCHASING REPORTS AND LOGS Reports and logs containing quote information such as vendor name, item descriptions, price, award dates, and related information.	Destroy in office after 1 year.*	
51.	RECIPIENT CHECK AND CANCELLATION REGISTERS	Destroy in office after 3 years.*	
52.	SURETY BOND INFORMATION	Destroy in office after final inspection.*	
53.	TIME SHEETS, CARDS, AND ATTENDANCE RECORDS Records concerning the work hours and attendance of employees.	Destroy in office after 3 years.*	29 CFR 516.6 29 CFR 825.500
54.	TRAVEL REIMBURSEMENTS Includes authorizations and requests for reimbursement for travel and related expenses. See also GRANTS: FINANCIAL item 36, page 26.	Destroy in office after 3 years.*	
55.	VENDOR FILE Records concerning specific vendors. May include accounts payable activity, Federal Tax Identification Number, name and address, correspondence, including email, and related records.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information
56.	VOUCHERS AND REGISTERS FILE	Destroy in office after 3 years.*	

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ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
57.	<p>WITHHOLDING TAX FILE Records concerning individual employee's income taxes. May include wage and income tax reports, IRS forms W-2, W-3, W-4, 1099, and similar records of withheld federal and state income taxes. May also include IRS form 941 and other records of county tax liabilities to the IRS and NC Department of Revenue.</p>	<p>a) Destroy in office 30 years from date of separation records used for retirement or similar benefits verification.</p> <p>b) Destroy all remaining records in office after 4 years.*</p>	<p>Comply with applicable provisions of G.S. §162A-6.1 regarding confidentiality of personnel records.</p> <p>29 CFR 1627.3 26 CFR 31.6001-1 26 CFR 31.6001-4</p>

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-5. CODE ENFORCEMENT AND INSPECTION RECORDS

Official records and materials created and accumulated during the conduct of county inspection programs.

In accordance with G.S. §153A-373, "The inspection department shall keep complete, and accurate records in convenient form of each application received, each permit issued, each inspection and reinspection made, and each defect found, each certificate of compliance granted, and all other work and activities of the department. These records shall be kept in the manner and for the periods prescribed by the North Carolina Department of Cultural Resources. The department shall submit periodic reports to the Board of Commissioners and to the Commissioner of Insurance as the Board or the Commissioner may require." (1969, s. 1: c.822, s.1; 1983, c.377, s.6.)

ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	AIR POLLUTION SOURCE INFORMATION For facilities which are no longer operational.	Destroy in office after 2 years.*	
2.	BEER AND WINE LICENSES Issuance and payment records concerning local licenses corresponding with Alcohol Beverage Control (ABC) permits.	Destroy in office 3 years after expiration.*	G.S. § 105-113.70
3.	BLUEPRINTS AND SPECIFICATIONS Blueprints and specifications of county owned buildings and facilities, or drawings submitted when applying for a building permit for new construction. May include as-built plans and related records concerning approved changes or used in determining code compliance and enforcement of building code.	<p>a) Destroy in office residential blueprints and specifications when administrative value ends.† Agency Policy: Destroy in office after 6 months</p> <p>b) Destroy in office commercial blueprints and specifications 1 year after permit is issued.</p> <p>c) Retain agency blueprints and specifications for life of structure.</p>	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of government building detailed plans and drawings.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>BUILDING AND ROAD PERMITTING AND INSPECTION RECORDS</p> <p>Includes applications for permits from property owners to erect new structures or manufactured homes, or to make structural modifications, demolition, fire permits, or the installation of plumbing, electrical, or mechanical systems. Records include permits, inspection reports, inspector's worksheets, inspection requests, denial reports, sketches, plans, and correspondence (including email). May include contractor change forms.</p>	<p>a) Destroy in office permits, applications, and inspection reports (or worksheets) 6 years after Certificate of Occupancy is issued or project is complete (inactive).</p> <p>b) Destroy in office Certificate of Occupancy 6 years after permit is expired.</p> <p>c) Destroy in office remaining records, including applications for which a permit was never issued, when administrative value ends.† Agency Policy: Destroy in office after 6 months</p>	
5.	<p>BUSINESS CERTIFICATION RECORDS</p> <p>Applications and supporting documentation submitted by businesses to be certified as a Small Business Enterprise (SBE) or other classification.</p>	<p>a) Destroy in office 3 years after most recent recertification.</p> <p>b) Destroy in office applications for which a certification was never issued when administrative value ends.† Agency Policy: Destroy in office after N/A</p>	
6.	<p>CONTROLLED SUBSTANCE LABS DECONTAMINATION RECORDS</p> <p>Records concerning decontamination compliance.</p>	Destroy in office 3 years after documented decontamination is complete.	
7.	<p>DAM CONSTRUCTION, OPERATION, AND MAINTENANCE FILES</p>	Retain for life of structure.	
8.	<p>DROUGHT CONTINGENCY PLANS</p> <p>Water conservation plans in the event of a drought.</p>	Destroy in office when superseded or obsolete.	
9.	<p>EROSION AND SEDIMENT CONTROL AFFIDAVITS</p> <p>Forestry and agricultural affidavits clarifying land use exempt from land-disturbing activity standards.</p>	Destroy in office after 6 years.	

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	EROSION AND SEDIMENT CONTROL ENFORCEMENT CASES Includes settled legal matters and penalties.	Destroy in office 6 years after settlement.*	
11.	EROSION AND SEDIMENT CONTROL PLANS Includes approved and disapproved plans. May include revisions and addenda.	a) Destroy in office approved plans 6 years after approval or last revision and/or addendum. b) Destroy in office non-approved plans after 3 years.	
12.	EXEMPTION (VARIANCE) RECORDS Exemption and variance records concerned with the installation of water, sewer, gas, or electric lines.	a) Destroy in office 5 years after expiration.* b) Destroy in office records for which an exemption or variance was not issued after 3 years.	40 CFR 141.33 15A NCAC 18C .1526
13.	FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS Records concerning the maintenance, repair, and inspection of county owned facilities. See also GRANTS item 28, page 6.	a) Destroy in office records documenting routine inspections, janitorial cleaning, and routine maintenance of facilities after 1 year. b) Destroy in office records concerning all other facility maintenance, repair, and inspection (including plumbing, electrical, fire, and other systems) after 3 years.	
14.	GOING-OUT-OF-BUSINESS LICENSES Licenses granted to business to hold going out of business, water and smoke damage, and distress sales.	Destroy in office 1 year after expiration.	G.S. §66-77
15.	GROUNDWATER MONITORING RECORDS Includes all groundwater monitoring wells and associated groundwater surface elevations.	Destroy in office after 5 years.*	15A NCAC 2C .0100

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	HAZARDOUS WASTE DISPOSAL RECORDS Data concerning the disposal of hazardous materials, including asbestos. Includes copies of manifests, lists of companies doing the removal, location, how much to be disposed, when to be removed, route and method of disposal, and other related documentation.	Destroy in office after 3 years.*	40 CFR 262.40 15A NCAC 13A .0100
17.	ILLEGAL DUMPING FILE Records concerning illegal dumping complaints received.	Destroy in office after 5 years.*	
18.	INSPECTIONS: ELECTRIC POWER AND NATURAL GAS SYSTEM Includes non-compliance inspection and test records conducted by a facility.	Destroy in office after 5 years.*	
19.	INSPECTIONS: ENVIRONMENTAL HEALTH SUMMARIES Summaries of inspections of establishments whose business impacts environmental health.	a) Destroy in office after 3 years from date records were created while establishment is in operation. b) Destroy in office 1 year after establishment ceases to operate.	
20.	INSPECTIONS: LANDFILL Records and reports completed to prevent malfunctions and deterioration, operation errors, and discharges that may cause or lead to the release of wastes in the environment.	Destroy in office after 5 years.*	
21.	INSPECTIONS: PERIODIC REPORTS OF INDUSTRIAL FACILITIES	Destroy in office after 5 years.	

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
22.	INSPECTIONS: SANITARY LANDFILL Includes state inspection form.	Destroy in office after 1 year.	
23.	INSPECTIONS: SEWAGE DISPOSAL SYSTEM Reports showing home structure and water line diagram. Reports are used to indicate sewage hookups and to comply with local government codes.	Destroy in office 2 years after inspection.	
24.	INSPECTIONS: SUBSTANDARD HOUSING	Destroy in office after 6 years.	
25.	INSPECTIONS: WASTE LOADS Inspections conducted to prevent the disposal of illegal and/or restricted materials in a landfill.	Destroy in office after 3 years.	
26.	INSPECTIONS: WATER AND WASTEWATER SYSTEM Includes non-compliance inspections and test records conducted by a facility.	Destroy in office after 5 years.*	
27.	LABORATORY OPERATIONS RECORDS Includes documentation of all analytical quality control practices, reporting units, forms, test methods, and related procedures pertaining to certification.	a) Destroy in office samples, raw data, analysis reports, and related documentation after 5 years.* b) Destroy in office records concerning certification 2 years after expiration, cancellation, revocation, or denial.*	15A NCAC 02H .0805(7)(G) and .1100.
28.	LEAD AND COPPER COMPLIANCE RECORDS Includes all monitoring records required by federal, state, and local regulations.	Destroy in office after 12 years.*	40 CFR 141.91
29.	LIFT/PUMP STATION INFORMATION FILE Technical information concerning lift station and maintenance, water, and sewer petition work.	Destroy in office after 3 years.*	

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
30.	LANDFILL OPERATIONAL PLAN Describes the intended schedule of construction, description of on-site waste handling procedures during active life of the facility, contingency plans, description of maintenance of installed equipment, and any other information pertaining to the operation, maintenance, monitoring, or inspections as may be required by federal and state law.	Retain in office permanently.	
31.	LANDFILL TONNAGE AND COST FILE	Destroy in office after the 5 year reporting period is complete.	
32.	NORTH CAROLINA SEDIMENTATION AND POLLUTION CONTROL COMMISSION Contains documentation of sedimentation control measures to be used on individual projects.	Destroy in office after 3 years.	
33.	PERMIT LOG Record showing permit number, date, name of owner, cost of construction (if applicable), permit date, and receipts.	Destroy in office after 6 years.	
34.	PERMIT RECEIPT BOOKS	Destroy in office after 3 years.*	
35.	PERMITS: BURNING Records concerning permits issued during site construction.	a) Destroy in office after 3 years. b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after N/A	

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
36.	PERMITS: COMMUNITY WATER SYSTEM Permit issued by the NC Department of Environment and Natural Resources.	Destroy in office when superseded.	G.S. §130A-328(a)
37.	PERMITS: ENCROACHMENTS OF RIGHT-OF-WAY	a) Destroy in office 3 years after case is resolved.* b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after 6 months	
38.	PERMITS: FACILITIES USE	a) Destroy in office after 3 years. b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after N/A	
39.	PERMITS: LANDFILL	Destroy in office after the 5 year reporting period is complete.	
40.	PERMITS: MISCELLANEOUS (CONSTRUCTION) Applications and permits regarding sign installation, fencing, swimming pools, driveways, or similar activity required by local ordinance. See also PERMITS: MISCELLANEOUS (NON-CONSTRUCTION) item 41, page 38.	a) Destroy in office 3 years after completion of project. b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after 6 months	

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
41.	<p>PERMITS: MISCELLANEOUS (NON-CONSTRUCTION) Includes, but is not limited to, applications and permits regarding burning, special events, and landscape establishment.</p> <p>See also PERMITS: MISCELLANEOUS (CONSTRUCTION) item 40, page 37.</p>	<p>a) Destroy in office 1 year after expiration of permit.</p> <p>b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after 6 months</p>	
42.	<p>PERMITS: PUBLIC UTILITIES PROJECTS Permits, approval letters, and other related documentation required by local, state, or federal ordinance, regulation, or statute. Includes records regarding National Pollutant Discharge Elimination System (NPDES) permits.</p>	<p>a) Destroy in office permits 6 years after expiration, cancellation, revocation, or denial.*</p> <p>b) Retain approval letters and supporting documentation permanently.</p>	<p>15A NCAC 18C .0300 and 2H .0115</p> <p>40 CFR 122.28 (1993)</p>
43.	<p>RECREATIONAL VEHICLE REGISTRATION RECORDS Records concerning issuance of registrations/decals for recreational vehicles including, but not limited to, golf carts, canoes, and mopeds. May include proof of insurance and renewals.</p>	<p>Destroy in office 1 year after expiration.*</p>	
44.	<p>REPORTS: DAILY WATER AND WASTEWATER FACILITY OPERATORS LOGS Includes water distribution and treatment.</p>	<p>a) Destroy in office records concerning the operation of water treatment facilities after 3 years.*</p> <p>b) Destroy in office records concerning the operation of wastewater treatment facilities after 5 years.*</p>	<p>15A NCAC 18C .1301</p>

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	REPORTS: DISCHARGE MONITORING Includes discharge and non-discharge monitoring reports submitted to state and/or federal regulatory agencies. Also includes copies of monthly reports required by National Pollution Discharge Elimination System (NPDES) permits.	a) Destroy in office daily reports after 3 years. b) Destroy in office National Pollutant Discharge Elimination System (NPDES) reports 5 years from date of submission.* c) Destroy in office annual reports 5 years from date of submission.*	40 CFR 122.41(3)(j)(2) 15A NCAC 2B .0506
46.	REPORTS: ENVIRONMENTAL HEALTH Laboratory reports showing results of environmental health tests.	Destroy in office after 3 years.	
47.	REPORTS: LANDFILL MONITORING Gas and groundwater monitoring records and reports.	a) Retain official reports permanently. b) Destroy in office remaining records after 3 years.	
48.	REPORTS: MONTHLY BUILDING PERMITS AND CONSTRUCTION Customized reports used for statistical analysis of current development trends within the county. This information also is submitted to the U. S. Department of Commerce & Bureau of the Census and/or the NC Department of Environment and Natural Resources (DENR).	Destroy in office after 3 years.	
49.	REPORTS: U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)	Destroy in office after 2 years.*	
50.	REPORTS: WASTEWATER MAINTENANCE OPERATION	Destroy in office after 3 years.	
51.	STANDARD BUILDING CODES	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
52.	STREET INFORMATION May include master address logs.	Destroy in office when superseded or obsolete.	
53.	TRADES CERTIFICATIONS Includes contractors licensing records.	Destroy in office when superseded or obsolete.	
54.	TROUT BUFFER VARIANCES Records may include denials and waivers.	a) Destroy in office 6 years after approval of permit. b) Destroy in office plans for which a permit was not issued after 3 years.	
55.	UNSAFE BUILDINGS FILE Notification to owner of unsafe conditions relative to a particular structure.	Destroy in office after 6 years provided all issues have been resolved.*	
56.	VIOLATIONS Includes complaints, certified return receipts, summons, notices, appeals, and other information created or compiled during the course of investigation and resolution of each alleged violation. Applies to violations of building and fire code, minimum housing, and erosion and sediment control.	Destroy in office 3 years after verification of correction. *	
57.	VIOLATIONS: SOLID WASTE MANAGEMENT Includes complaints, notices of violations, citations, investigation records, court documents, and other related records produced by solid waste environmental enforcement programs.	Destroy in office 7 years after resolution of case.*	
58.	VIOLATIONS: WATER CONSERVATION Notices of water conservation violation.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
59.	VALVE OPERATION FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
60.	WASTE OIL, BATTERIES, AND ELECTRONICS COLLECTION FILE May include records of waste oil filter collections.	Destroy in office after 5 years.	
61.	WASTEWATER POLLUTION CONTROL AND ABATEMENT RECORDS	Destroy in office after 5 years.*	15A NCAC 2B .0500
62.	WASTEWATER QUALITY ANALYSIS RECORDS	a) Destroy in office monitoring and calculation sheets after 1 year.* b) Destroy in office analysis reports after 3 years.*	15A NCAC 2B .0500
63.	WATER ANALYSIS Includes bacteriological, chemical, radiological, and physical analyses and climatological observations. Also includes records of actions taken to correct violations.	a) Destroy in office records of bacteriological and turbidity analysis after 5 years. b) Destroy in office records of chemical and radiological analysis after 10 years. c) Destroy in office records of actions taken to correct violations 3 years after last corrective action taken. d) Destroy in office other records after 5 years.	15A NCAC 18C .1526 40 CFR 141.33 (a)(b)

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ITEM #	STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
64.	WATER, SEWER, AND WASTEWATER SYSTEM PROJECT RECORDS See also PERMITS: PUBLIC UTILITIES PROJECTS , item 42, page 38.	Destroy in office 6 years after project is completed.	15A NCAC 18C .0305
65.	WATER SYSTEM OPERATIONS RECORDS Includes backflow prevention reports, flow reports, capacity studies, pump station reports, and similar records that summarize the operations of water supply, treatment, distribution, and collection.	Destroy in office after 10 years.*	40 CFR 141.33 15A NCAC 18C .1526
66.	WATER TANKS, SPECIFICATIONS, AND BOOSTER STATIONS FILE	Destroy in office after 5 years.*	

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STANDARD-6. EMERGENCY SERVICES RECORDS

Official records explaining the authority, operating philosophy, purposed methods, and primary functions of emergency services programs.

ITEM #	STANDARD-6: EMERGENCY SERVICES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	911 CALL RECORDINGS	Destroy in office after 30 days, if not made part of a case file.*	G.S. §132-1.4(i) Comply with applicable provisions of G.S. §132-1.5 regarding the confidentiality of automatic identification information contained in 911 database.
2.	911 COMMUNICATION RECORDS Transcripts of 911 calls received and computer-aided dispatch (CAD) reports. Reports may list time and date of call, contents of call, location of call, name of unit dispatched, and other related information.	Destroy in office after 3 years, if not made part of a case file.*	Comply with applicable provisions of G.S. §132-1.4(c)(4) regarding the confidentiality of the identity of complaining witnesses.
3.	911 FILE Information regarding the implementation, training, and operations of the 911 system.	Destroy in office after 5 years.	
4.	ACTIVITY REPORTS Reports on an individual, shift, project, and other basis submitted on a daily, weekly, or other basis.	Destroy in office after 3 years.	

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ITEM #	STANDARD-6: EMERGENCY SERVICES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	AMBULANCE CALL REPORTS (ACR)/PATIENT CARE REPORTS (PCR) Records showing equipment used, patient location, nature of call, vital signs and other physical signs, care rendered, medicine ordered, etc.	a) Transfer copy of report to the admitting hospital for inclusion into patient's medical record. b) Destroy original after 11 years from last patient service.*	
6.	AMBULANCE DISPATCH RECORDS Includes run number, date, time, address, phone number, reason for dispatch, age of patient, condition of patient, responders, and other related information.	Destroy in office after 3 years.*	
7.	AMBULANCE SERVICE RUN LOG Includes response number, location of call, responding unit, arrival and departure times, and other related information.	Destroy in office after 3 years.*	
8.	ANNUAL SUBMISSION ON PERSONNEL AND ADMINISTRATION FUNDS FILE	Destroy in office after 3 years.	
9.	COMPANY RUN REPORT (FIRE JOURNAL) Listings of fire calls, alarms, personnel involved, equipment used, and actions taken.	Destroy in office after 5 years.	
10.	CONSOLIDATED MONTHLY REPORTS	Destroy in office after 5 years.	

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ITEM #	STANDARD-6: EMERGENCY SERVICES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	DISASTER AND EMERGENCY MANAGEMENT PLANS Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes, but is not limited to, official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans.	Retain plans until superseded; destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
12.	DISPATCH RECORDINGS Recordings made of activities during an emergency services dispatch.	Destroy in office after 30 days, if not made part of a case file.*	
13.	EMERGENCY NOTIFICATIONS	Destroy in office when superseded or obsolete.	
14.	EVACUATION PLANS	Destroy in office when superseded or obsolete.	
15.	FIRE ALARM AND AUTOMATIC EXTINGUISHER FILE Certificates, licenses, and insurance certificates of companies that perform installations of fire alarm and automatic extinguishing systems.	Destroy in office when superseded or obsolete.	
16.	FIRE ALARM JOURNAL Journal or other listing of alarms answered by the fire department.	Destroy in office after 3 years.	
17.	FIRE DISPATCH FILE Records relating to fire dispatch zones. May include maps of fire dispatch zones, census tract information, annexation research, street closings, and other related material.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD-6: EMERGENCY SERVICES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<p>FIRE INVESTIGATION CASE FILES Includes detailed information regarding circumstances of the incident including location, information on damage and injuries, and possible cause of incident. May also include photographs and evidence log.</p> <p>See also FIRE INVESTIGATION RECORDS item 19, page 46.</p>	<p>a) Destroy in office after 5 years when cause of fire is determined to be accidental and no loss of life occurs*</p> <p>b) Destroy in office after 10 years when arson is involved.*</p> <p>c) Retain in office permanently when loss of life occurs or if a publicly-owned building is involved.*</p>	
19.	<p>FIRE INVESTIGATION RECORDS Reports and correspondence, including email, of fires investigated by department personnel.</p> <p>See also FIRE INVESTIGATION CASE FILES item 18, page 46.</p>	<p>Destroy in office when administrative value ends if not made part of a case file.†</p> <p>Agency Policy: Destroy in office after 1 day _____</p>	
20.	<p>FIRE LIMITS ORDINANCES Ordinances passed by council establishing and defining fire limits which shall include principal business portions of the county.</p>	Retain in office permanently.	
21.	<p>FIRE SAFETY INSPECTIONS Inspections and permits issued of buildings and systems for proper fire protection measures and procedures.</p>	<p>a) Destroy in office inspections with no defects after 3 years.</p> <p>b) Destroy in office inspections with noted defects 3 years after defects are corrected.*</p> <p>c) Destroy in office permits after 3 years.</p>	
22.	<p>FIXED NUCLEAR FACILITIES PLANS FILE Includes emergency plans for county fixed nuclear facilities.</p>	Destroy in office after 3 years.	

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ITEM #	STANDARD-6: EMERGENCY SERVICES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
23.	HOSE RECORDS Records concerning the age, repair, and routine testing of fire hoses.	Destroy in office after 2 years.	
24.	HYDRANT RECORDS Records of fire hydrant locations, water main sizes, routine testing, and maintenance.	a) Destroy in office inspection and test records after 2 years. b) Retain in office maintenance records for life of the hydrant. c) Destroy in office records showing location and size of water mains when superseded or obsolete.	
25.	LOCAL EMERGENCY PLANNING COMMITTEE MINUTES	Follow disposition instructions for MINUTES OF PUBLIC BODIES item 34, page 8.	42 USC §11003
26.	LOCAL EMERGENCY PLANS Comprehensive emergency response plans developed by emergency planning districts.	Destroy in office when superseded or obsolete.	42 USC §11001
27.	NATIONAL FLOOD INSURANCE PROGRAM RECORDS	Retain in office permanently.	
28.	NORTH CAROLINA FIRE CASUALTY REPORT Report filed with the N.C. State Fire Commission.	Destroy in office after 5 years.	
29.	NORTH CAROLINA FIRE INCIDENT REPORT Report filed with the N.C. State Fire Commission, county fire marshal, town or city council, or county commissioners.	Destroy in office after 5 years.	G.S. §58-79-45
30.	NORTH CAROLINA FIRE ASSOCIATION RECORDS	Destroy in office when administrative value ends. † Agency Policy: Destroy in office after 5 years _____	

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ITEM #	STANDARD-6: EMERGENCY SERVICES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
31.	NORTH CAROLINA FIREMAN'S PENSION FUND PRINTOUT Documentation of annual leave, history report, position summary, etc., for the N.C. Fireman's Pension Fund.	Destroy in office when superseded or obsolete.	
32.	NUCLEAR CIVIL PROTECTION PLAN	Destroy in office when superseded or obsolete.	
33.	PHARMACEUTICAL RECORDS	Destroy in office after 3 years.*	
34.	PLANS Plans of buildings and fire safety systems of commercial and industrial properties.	Destroy in office when superseded or obsolete.	
35.	PUMP TEST RECORDS Results of tests conducted on pumping equipment.	Destroy in office after 2 years.	
36.	RADIOLOGICAL DEFENSE (RADEF) DATA BANK RADIOACTIVE MATERIAL INVENTORY	Destroy in office after loan of radioactive materials ends.	
37.	RADIOLOGICAL DATA STATION FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
38.	RESOLUTIONS ON ESTABLISHMENT OF LOCAL AGENCY	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 year _____	
39.	SAFETY COMMITTEE MEETINGS Includes agendas, exhibits, and copies of supporting documentation submitted and discussed during meetings of public bodies.	Follow disposition instructions for MINUTES OF PUBLIC BODIES item 34, page 8.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-6: EMERGENCY SERVICES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
40.	SHELTER FACILITIES LISTING	Destroy in office when superseded or obsolete.	
41.	STATE OF EMERGENCY ORDINANCES	Retain in office permanently.	
42.	SUPERFUND AUTHORIZATION RECOVERY ACT INFORMATION FILE Information concerning the location of hazardous waste in the community.	Destroy in office when superseded or obsolete.	
43.	VOLUNTEER FIRE/RESCUE DEPARTMENT LOGS	Destroy in office after 3 years.*	
44.	VOLUNTEER FIREFIGHTERS MEDICAL RECORDS Records concerning asbestos, toxic substances, and blood-borne pathogen exposure, medical examinations required by state or federal law, and records of injury or illness. (Does not include Worker's Compensation or health insurance claim records.)	<ul style="list-style-type: none"> a) Destroy in office exposure records 40 years from date of exposure or 30 years from date of separation.* b) Destroy in office records pertaining to job-related illness and injury after 5 years. c) Destroy in office results of routine medical examinations and similar records after 1 year. <p><i>Retention Note: Records must be maintained separately from an employee's personnel jacket.</i></p>	29 CFR 1910.1020 (d)(ii)
45.	VOLUNTEER FIREFIGHTERS PERSONNEL RECORDS Official copy of personnel file maintained on each volunteer firefighter. May include basic information and records and forms relating to the duties, service, suspension, and termination of the volunteer. See also VOLUNTEER FIREFIGHTERS MEDICAL RECORDS item 44, page 49.	Destroy in office 30 years from date of separation.*	

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STANDARD-7. GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS.

Records received and created by county geographic information system programs.

ITEM #	STANDARD-7: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ADDRESS POINTS MAPS</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

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ITEM #	STANDARD-7: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.	<p>CORPORATE LIMITS</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
3.	<p>EXTRATERRITORIAL JURISDICTIONS</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

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ITEM #	STANDARD-7: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>ORTHOIMAGERY</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Retain permanently. Create a snapshot of dataset when created. To retain,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
5.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) BACKUP FILE</p>	<p>Destroy in office system backup files when superseded or obsolete.</p>	
6.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA</p> <p>Geo-referenced data and metadata to facilitate the management, manipulation, analysis, modeling, representation, and spatial analysis of complex problems regarding planning and management of resources.</p>	<p>Retain in office parcel, boundary, zoning, and orthoimagery layers, with accompanying data sets, permanently.</p> <p><i>Retention Note:</i> Other datasets should be kept according to standards and procedures set by the North Carolina Geographic Information Coordinating Council. See also GEOSPATIAL RECORDS, page x.</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-7: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA)</p> <p>Records created during development or modification of an automated system, which are necessary to access, retrieve, manipulate, and interpret data in that system; and records that explain the meaning, purpose, structure, local relationships, and origin of the data elements. May include data element dictionaries, file layout, codebooks and tables, and definition files.</p>	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	
8.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) INTERNAL STANDARDS AND PROCEDURES</p> <p>Includes requirements that are intended to make hardware, software, and data compatible and that cover data capture, accuracy, sources, base categories, output, and data element dictionaries.</p>	Retain in office permanently.	
9.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS</p> <p>Includes system security, quality assurance, transaction tracking, and other related activity monitoring records.</p>	Destroy in office after 1 year.	
10.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) OPERATIONAL RECORDS</p> <p>Includes user guides, system flowcharts, job or workflow records, system specifications, and similar documentation.</p>	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-7: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT RECORDS	<p>a) Retain in office GIS datasets and accompanying documentation (metadata) with historical and/or legal value permanently.</p> <p>b) Destroy in office remaining items when administrative value ends.† Agency Policy: Destroy in office after 30 days _____</p>	
12.	<p>MAPPING PROJECT RECORDS Includes county contract maps and all deliverable products for aerial photography, orthophotography, cartographic, cadastral, and digital mapping projects.</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To retain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-7: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<p>MAPS: CARTOGRAPHIC AND ORTHOPHOTOGRAPHY Base maps created to assist in the accurate appraisal of property located in the county, including aerial photographs.</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To retain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
14.	<p>MAPS: PARCEL Maps, including cadastral maps, and surveys of boundaries and measurements of each parcel, and information about encroachments, rights-of-ways and structures.</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Destroy in office upon State Archives approval</p> <p>GIS dataset: Records are permanent. Create a snapshot of dataset quarterly. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

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ITEM #	STANDARD-7: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<p>MAPS: ALL OTHER</p> <p>Includes field maps, soil, topographic, sales, subdivision plats, right-of-way, sectional, highway, etc.</p>	<p>a) Retain in office maps, including GIS datasets and accompanying documentation (metadata), with historical and/or legal value permanently.</p> <p>b) Destroy in office remaining items when administrative value ends.† Agency Policy: Destroy in office after <u>30 days</u></p>	
16.	<p>PARK MAPS</p> <p>May include park boundaries, facilities, landscaping, topography, and other pertinent information. Includes maps and drawings stored and generated by Geographic Information System (GIS) and computer-aided design (CAD) systems</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

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ITEM #	STANDARD-7: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	<p>STREET CENTERLINE</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

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STANDARD-8. INFORMATION TECHNOLOGY (IT) RECORDS

Information technology encompasses all activities undertaken by county departments to design, develop, and operate electronic information systems. This section covers records for which Information Technology personnel are responsible, including administrative records and those used to process data and monitor and control operations.

Note: Administration, use, and retention of records concerning computer and information security should comply with applicable provisions of G.S. 132-6.1 on the confidentiality of records regarding “hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes”. (G.S. 132-6.1 (c))

ITEM #	STANDARD-8: INFORMATION TECHNOLOGY RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	AUDIT TRAILS FILE Records documenting user actions affecting the contents of monitored systems.	Destroy in office after 3 years.*	
2.	COMPUTER AND NETWORK USAGE RECORDS Records documenting usage of electronic devices and networks. May include, but is not limited to, login files, system usage files, individual program usage files and records of use of the internet by employees.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	Comply with applicable provisions of G.S. 132-6.1 (c) on the confidentiality of records regarding “hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes.”

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ITEM #	STANDARD-8: INFORMATION TECHNOLOGY RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	DIGITIZATION AND SCANNING RECORDS Records concerning imaging operations. May include, but is not limited to, scanning and data entry quality control records and audit reports.	Destroy in office after 3 years.	
4.	DISASTER PREPAREDNESS AND RECOVERY PLANS Records concerning the protection and reestablishment of data processing services and equipment in case of a disaster. (Disaster preparedness and recovery plans should be stored in a secure, off-site location.)	a) Retain in office records documenting past disaster recovery permanently. b) Destroy in office all other records when superseded or obsolete.	Comply with applicable provisions of G.S. 132-6.1 (c) on the confidentiality of records regarding “hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes.”
5.	INFORMATION TECHNOLOGY ASSISTANCE RECORDS Records documenting troubleshooting and problem-solving assistance provided by agency information systems personnel to users of the systems. May include, but is not limited to, help desk assistance requests, resolution records, and related documentation.	Destroy in office 1 year after work is completed.	

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ITEM #	STANDARD-8: INFORMATION TECHNOLOGY RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<p>NETWORK AND SYSTEM SECURITY RECORDS Records documenting the security of network and system. May include, but is not limited to, records concerning firewalls, anti-virus programs, and intruder scanning logs.</p>	Destroy in office after 3 years.*	Comply with applicable provisions of G.S. 132-6.1 (c) on the confidentiality of records regarding “hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes.”
7.	<p>NETWORK DIAGRAMS Records documenting the logical and physical relationships of network components for purposes of organization, deployment, troubleshooting, monitoring of access, and management of day-to-day operations.</p>	Destroy in office when superseded or obsolete.	Comply with applicable provisions of G.S. 132-6.1 (c) on the confidentiality of records regarding “hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes.”
8.	<p>PROJECT DOCUMENTATION FILES Records created to design, develop, control, or monitor a specific project or group of projects. May include, but is not limited to, statements of work, assessments, maintenance agreements, and testing records.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy in office remaining records 3 years after completion of project.</p>	

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ITEM #	STANDARD-8: INFORMATION TECHNOLOGY RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<p>SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS</p> <p>Records documenting compliance with agency software license and copyright provisions. May include, but is not limited to, software licenses, correspondence, including email, and related documentation.</p>	Destroy in office 1 year after life of system.	
10.	<p>SYSTEM ACCESS RECORDS</p> <p>Records documenting user permissions and access to information, programs, or applications within a system.</p>	<p>Destroy in office when administrative value ends.†</p> <p>Agency Policy: Destroy in office after 30 days</p>	Comply with applicable provisions of G.S. 132-6.1 (c) on the confidentiality of records regarding “hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes.”
11.	<p>SYSTEM DOCUMENTATION RECORDS</p> <p>Records documenting operating systems, application programs, structure and form of datasets, system structure, and system-to-system communication. This series may include but is not limited to: system overviews, dataset inventories, server name, IP address, purpose of the system, vendor-supplied documentation, installed software, and current source code.</p>	Destroy in office 3 years after superseded or obsolete.	Comply with applicable provisions of G.S. 132-6.1 (c) on the confidentiality of records regarding “hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes.”

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ITEM #	STANDARD-8: INFORMATION TECHNOLOGY RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	<p>SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE Records documenting inspections, maintenance, and repairs of agency computer systems that are owned or leased. May include, but is not limited to, computer equipment inventories and service records.</p>	<p>a) Destroy in office records documenting routine inspections and maintenance of equipment after 1 year.</p> <p>b) Retain records documenting all other equipment maintenance and repairs for life of equipment.</p>	
13.	<p>SYSTEM MAINTENANCE RECORDS: RECORDS BACKUPS Records documenting regular or essential system backups. May include, but is not limited to, backup tape inventories, relevant correspondence, including email, and related documentation.</p>	<p>Destroy in office in accordance with your office's established, regular backup plan and procedures.† Agency Policy: Destroy in office after 30 days _____</p> <p>See Also: Security Backup Files as Public Records in North Carolina: Guidelines for the Recycling, Destruction, Erasure, and Re-use of Security Backup Files, available on the State Archives of North Carolina website.</p>	
14.	<p>WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE Site maps that show the directory structure into which content pages are organized, and commercial, off-the-shelf software configuration files used to operate the site and establish its look and feel. May include, but is not limited to, server environment configuration specifications.</p> <p>See also WEBSITE (ELECTRONIC) FILE item 7, page 98.</p>	<p>Destroy in office when superseded or obsolete.</p>	

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STANDARD-9. LEGAL RECORDS

Official law and legal documentation created or accumulated to substantiate the rights, obligations, or interests of county departments or their individual employees or clients.

ITEM #	STANDARD-9: LEGAL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>AFFIDAVITS OF PUBLICATION Proof of publication provided by newspapers regarding publication of ordinances, public hearings, bid solicitations, payment of bills, public sales, etc.</p> <p>See also NOTICES OF PUBLIC MEETINGS item 36, page 8.</p>	<p>a) Retain in office permanently if record provides only evidence of publication.</p> <p>b) Destroy in office remaining records after 3 years.*</p>	G.S. § 1-600
2.	<p>COMPLAINTS (DISCRIMINATION) Records concerning discrimination charges. May include charges made under the Age Discrimination in Employment Act, Americans with Disabilities Act, Housing and Urban Development Act, and the Civil Rights Act of 1964.</p>	Destroy in office 2 years after final disposition of the charge.*	
3.	<p>CONDEMNATION RECORDS Settled and pending condemnation cases.</p> <p>See also ACCOUNTS PAYABLE item 1, page 21 for disposition of financial records.</p>	Retain in office permanently.	

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ITEM #	STANDARD-9: LEGAL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	CONFLICT OF INTEREST DISCLOSURE STATEMENTS Completed by the elected agency officials as well as designated staff members in order to disclose an official's status or ownership interests.	Destroy in office when superseded or obsolete.	
5.	CONTRACTOR COMPLIANCE MONITORING FILES	Destroy in office 5 years after contract expiration.	
6.	CONTRACTS AND AGREEMENTS Contracts and agreements for construction, equipment, supplies, services, special programs, and projects. May include franchise agreements, hold harmless agreements, good faith effort documentation, and memoranda of understanding.	<ul style="list-style-type: none"> a) Retain in office contracts and agreements with historical value permanently. b) Destroy in office construction (capital improvements) contracts 6 years after completion or termination of project.* c) Destroy in office all other contracts and agreements 3 years after expiration, termination, or completion.* 	
7.	CORRESPONDENCE (LEGAL) Correspondence, including email, and related records concerning actions taken to recover debts, fines, and penalties; and to assure violations are addressed.	<p>Destroy in office 5 years after resolution.*</p> <p>For information on handling email, see Electronic Records page viii.</p>	Comply with provisions of G.S. §132-1.1(a) regarding the confidentiality of written communications by legal counsel.
8.	EASEMENTS AND RIGHT OF WAY AGREEMENTS Granted to and by the agency. See also ACCOUNTS PAYABLE item 1, page 21 for disposition of financial records.	Retain in office permanently.	

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ITEM #	STANDARD-9: LEGAL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	ENCROACHMENTS FILE Records concerning conflicts on land or water rights or obligations.	Retain in office permanently.	
10.	INSURANCE POLICIES Records concerning purchased accident, sickness, automobile, theft, fire, life, and all other insurance policies purchased by the county.	a) Destroy in office when superseded or obsolete if no outstanding litigation.* b) Destroy in office other records 6 years after settlement.	
11.	LEASES FILE Records concerning leases for property leased by and from other parties and agency property leased to the public. See also GRANTS item 28, page 6.	Destroy in office records 3 years after termination of lease.*	
12.	LEGAL OPINIONS Formal legal opinions written by counsel in response to requests concerning the governance and administration of local government.	Retain in office permanently.	
13.	LEGAL REVIEW RECORDS Includes legal reviews of by-laws and charges to boards and commissions and other departmental matters as requested. See also LEGAL OPINIONS item 12, page 65.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when administrative value ends or after expiration of relevant statute of limitations, whichever is longer.† Agency Policy: Destroy in office after 30 days	Comply with applicable provisions of G.S. §132-1.1(a) regarding the confidentiality of written communications by legal counsel.

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ITEM #	STANDARD-9: LEGAL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.	<p>LITIGATION CASE RECORDS Civil suits to which the county is a party. May include affidavits, agreements, appeals, bills, briefs, citations, commitments, complaints, discharges, motions, notices, pleas, releases, statements, testimony, verdicts, waivers, warrants, and writs.</p>	<p>a) Retain in office cases having precedent or historical value permanently.</p> <p>b) Destroy in office adjudicated cases 5 years after final disposition.</p> <p>c) Destroy in office non-adjudicated cases (out-of-court claims) 5 years after final disposition or expiration of relevant statute of limitations.</p> <p><i>Retention Note: Records are retained by the Clerk of Superior Court's office in each county.</i></p>	Comply with applicable provisions of G.S. §132-1.1(a) regarding the confidentiality of written communications by legal counsel.
15.	<p>OATHS OF OFFICE FILE</p>	<p>a) Transfer official copy to the Clerk to the Board.</p> <p>b) Destroy in office remaining records 3 years after official termination.</p> <p><i>Retention Note: The Clerk to the Board should present a copy of the oaths of elected officials to the Clerk of Superior Court for recording. The Clerk to the Board maintains the original oaths.</i></p>	
16.	<p>ORDINANCE AND RESOLUTION DEVELOPMENT RECORDS Records concerning the analysis and development of ordinances and resolutions submitted before the governing board for approval.</p>	Destroy in office when ordinance is no longer in effect.	
17.	<p>OWNERSHIP RECORDS (DEEDS, TITLES)</p>	Destroy in office 1 year after county relinquishes ownership of land.*	

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ITEM #	STANDARD-9: LEGAL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	PRE-TRIAL RELEASE PROGRAM RECORDS	Destroy in office 5 years from date of service termination.	
19.	VEHICLE TITLES Titles of county owned vehicles.	Dispose of in accordance with Division of Motor Vehicles procedures for title transfer upon disposition of vehicle.	
20.	WARRANTIES Warranties that accompany equipment or commodities purchased by the county.	Destroy in office 1 year after expiration of warranty.	

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STANDARD-10. PARKS AND RECREATION RECORDS

Official records and materials created and accumulated during the conduct of county parks and recreation programs. Comply with applicable provisions of G.S. §132-1.12 regarding confidentiality of juvenile records.

ITEM #	STANDARD-10: PARKS AND RECREATION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ACCIDENT/INCIDENT REPORTS (PARKS & RECREATION)</p> <p>See also WORKERS' COMPENSATION PROGRAM CLAIMS FILE item 60, page 86.</p>	Follow disposition instructions for ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE) item 1, page 112.	.
2.	<p>ADMISSION RECORDS</p> <p>Records of admissions to county parks or recreation facilities.</p>	Destroy in office after 3 years.*	
3.	<p>ANNUAL ACTIVITY REPORT</p> <p>Copies of financial and statistical reports sent to governing body.</p>	Destroy in office after incorporation into official minutes of governing body.	
4.	<p>BIRTH CERTIFICATES (REFERENCE COPIES)</p> <p>Copies of each participant's birth certificate to verify age and register individual for participation.</p>	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	Comply with applicable provisions of G.S. §132-1.12 regarding confidentiality of juvenile records.
5.	<p>CITATIONS RECORDS</p> <p>Citations issued by park personnel to persons who violate park rules and regulations.</p>	Destroy in office after 2 years.	

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ITEM #	STANDARD-10: PARKS AND RECREATION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	INTERNATIONAL FEDERATION OF PARKS AND RECREATION ADMINISTRATION FILE Records concerning general and technical material associated with the International Federation.	Destroy in office when superseded or obsolete.	
7.	OFFICIALS FILE Records concerning individuals who officiate games. Includes payroll, schedule, and related correspondence, including email.	a) Destroy in office after 3 years. b) If official is a county employee, transfer applicable records to PAYROLL AND EARNINGS RECORDS item 45, page 27.	
8.	PARKS AND RECREATION BOARD MEETINGS Agendas, minutes, and related materials pertaining to meetings of the Parks and Recreation Board.	Follow disposition instructions for MINUTES OF PUBLIC BODIES item 34, page 8.	
9.	PARKS PLANNING FILE Includes master plans and working plans for each park property and county recreational facility, which show layout, topography, and proposed developments and improvements. May include drainage and resource maps, aerial maps, site analysis drawings, construction plans, and as-built drawings. See also COMPREHENSIVE PLAN item 16, page 3. See also PARK MAPS , item 16, page 56.	a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 year b) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete. c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.	
10.	POOL RECORDS Monthly reports indicating operational data, chemicals used, chlorination levels, and other information relating to pool construction, maintenance, and health and safety.	Destroy in office after 1 year.	

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ITEM #	STANDARD-10: PARKS AND RECREATION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	RECREATION PROGRAMS Records regarding athletic and recreation programs. May include staff notes, lesson plans, course descriptions, instruction manuals, schedules, team rosters, registration information, and concession operators list.	Destroy in office after 1 year.	Comply with applicable provisions of G.S. §132-1.12 regarding confidentiality of juvenile records.
12.	RECREATIONAL EQUIPMENT RECORDS Records of equipment owned by county parks and recreation facilities and lent to users.	Destroy in office 1 year after equipment is returned.	
13.	RELEASE FORMS	Destroy in office after 2 years.*	
14.	RESERVATION RECORDS Reservation records for county parks and recreational facilities.	Destroy in office after 1 year.	
15.	RULES AND REGULATIONS Rules and regulations relating to use of park facilities and equipment issued by the Parks and Recreation Board.	Destroy in office 5 years after rules are revoked or superseded.*	
16.	SPECIAL EVENTS PROGRAM FILE Records concerning special events promoted by the county. May include printing, calendars, program data, community contacts, and addresses.	Destroy in office after 1 year.	
17.	TICKET STUBS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	

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STANDARD-11. PERSONNEL RECORDS

Official records and materials created and accumulated incidental to the employment, qualifications, training, and pay status of county employees. Comply with applicable provisions of G.S. §153A-98 regarding confidentiality of personnel records.

ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABOLISHED POSITION FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
2.	ADS AND NOTICES OF OVERTIME, PROMOTION, AND TRAINING OPPORTUNITIES	Destroy in office 1 year from date record was made.	29 CFR 1627.3(b)
3.	AFFIRMATIVE ACTION FILE	a) Destroy in office all reports, analyses, and statistical data after 5 years. b) Destroy in office affirmative action plans 5 years from date superseded.	29 CFR 30.8(b),(e) 29 CFR 1608.4
4.	APPRENTICESHIP PROGRAM RECORDS	Destroy in office 5 years from the date of enrollment.	29 CFR 30.8(d),(e)
5.	APTITUDE AND SKILLS TESTING RECORDS Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. May include civil service examinations. See also EMPLOYMENT SELECTION RECORDS item 32, page 80.	Destroy in office after 2 years.	29 CFR 1602.31 29 CFR 1602.40 29 CFR 1602.49

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	BENEFITS REIMBURSEMENT PLAN Dental, vision, or other benefits-related claim forms and receipts submitted by employees requesting reimbursement from the county.	a) Destroy in office records concerning approved requests after 3 years.* b) Destroy in office records concerning rejected requests 6 months after decision.	
7.	CAFETERIA PLAN (FLEXIBLE SPENDING) RECORDS Records concerning incentive systems in which employees can select the fringe benefits they want from a menu of available alternatives.	a) Destroy in office annual enrollment records after 1 year. b) Destroy in office remaining records and receipts 3 years after completion of all audits.*	
8.	COBRA RECORDS (CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT) Includes notifications, election and claim forms, rejection letters, and similar information.	Destroy in office 3 years from date eligibility ended.	29 USC 1161 26 USC 4980B 42 USC 300-bb-1
9.	DEFERRED COMPENSATION FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
10.	DISABILITY SALARY CONTINUATION CLAIMS Forms used by disabled employees to apply for salary continuation benefits.	a) Transfer original forms to Local Government Employees' Retirement System (LGRS) for action when received. b) Destroy in office reference copies after 1 year.	

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	<p>DISCIPLINARY FILE Correspondence, including email, and other records concerning disciplinary action taken against employees by personnel or supervisory staff, including records documenting terminations. May include records created by civil service boards when considering, or reconsidering on appeal, an adverse action against an employee.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p> <p>b) Destroy in office all remaining records 2 years after resolution of all actions.</p>	<p>29 CFR 1602.14 29 CFR 1602.31 29 CFR 1602.40 29 CFR 1602.49 29 CFR 1627.3</p>

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	<p>DRUG AND ALCOHOL PROGRAMS FILE Records concerning an agency's alcohol misuse and controlled substances use prevention programs. May include test results, evaluations and referrals, annual summary reports, education and training records, chain of custody forms, and all other program related documents.</p>	<p>a) Destroy in office alcohol test results indicating a blood alcohol concentration of 0.02 or greater, records of verified positive drug or alcohol test results, documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results), referrals to Substance Abuse Professionals (SAP), SAP reports, all follow-up tests and schedules for follow-up tests, copies of annual Drug & Alcohol Management Information System (MIS) reports submitted to Federal Transit Administration (FTA), equipment calibrations, and records related to the administration of the testing program after 5 years.</p> <p>b) Destroy in office records obtained from previous employers concerning drug and alcohol test results after 3 years.</p> <p>c) Destroy in office records of the inspection, maintenance, and calibration of Evidential Breath Testing Devices (EBTs), records related to the collection process, and records concerning the training of program staff after 3 years.</p> <p>d) Destroy in office records of negative and cancelled drug or alcohol test results, including alcohol test results with a blood alcohol concentration of less than 0.02, after 1 year.</p> <p><i>Retention Note: Records should be maintained in a location with controlled access.</i></p>	<p>49 CFR 382.401 49 CFR 40.333 49 CFR 655.71</p>

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	DUAL EMPLOYMENT FILE Records concerning employees' requests and authorizations to accept secondary employment.	a) Destroy in office approved requests and related records 1 year after employee terminates outside employment. b) Destroy in office unapproved requests and related records after 6 months.	
14.	EDUCATIONAL LEAVE AND REIMBURSEMENT FILE See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.	a) Destroy in office records concerning approved requests when released from all audits. b) Destroy in office records concerning unapproved requests 6 months after unapproval.*	Comply with applicable provisions of 20 USC 1232g regarding the confidentiality of student records.
15.	EMPLOYEE BENEFITS REGISTER	Destroy in office after 2 years.	
16.	EMPLOYEE CERTIFICATION AND QUALIFICATION RECORDS Records concerning certification or qualification as required for employment, continued employment, or promotion. See also EMPLOYMENT APPLICATIONS AND RESUMES item 30, page 79.	a) Destroy in office certificates 5 years after date of separation. b) Destroy in office all remaining records 2 years after resolution of all actions.	
17.	EMPLOYEE DIRECTORIES, ROSTERS, OR INDEXES Includes records listing employees, their job titles, work locations, phone numbers, email addresses, and similar information.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<p>EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p>	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
19.	<p>EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.</p>	<p>a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation.</p> <p>b) Destroy in office registers after 2 years.</p>	8 USC 1324(b)
20.	<p>EMPLOYEE EXIT INTERVIEW RECORDS</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p>	Destroy in office after 1 year.	
21.	<p>EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p> <p>b) Destroy in office all other records 2 years after resolution of all actions.</p>	29 CFR 1602.31

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
22.	<p>EMPLOYEE MEDICAL RECORDS Records concerning asbestos, toxic substances, and bloodborne pathogen exposure; medical examinations required by state or federal law; and records of injury or illness. (Does not include Worker's Compensation or health insurance claim records.)</p>	<p>a) Destroy in office exposure records 40 years from date of exposure or 30 years from date of separation.*</p> <p>b) Destroy in office records pertaining to job-related illness and injury after 5 years.</p> <p>c) Destroy in office results of medical examinations required in connection with personnel actions and similar records after 1 year.</p> <p><i>Retention Note: Records must be maintained separately from an employee's personnel jacket. If part of a workers compensation claim, follow disposition for WORKERS' COMPENSATION PROGRAM CLAIMS FILE item 60, page 86.</i></p>	<p>29 CFR 1627.3 29 CFR 1630.14 29 CFR 1904.4 29 CFR 1910 29 CFR 1910.1020 (d)(ii)</p>
23.	<p>EMPLOYEE PENSION AND BENEFITS PLANS Includes plans and related records outlining the terms of employee pension plans; life, health, and disability insurance, seniority and merit systems; and deferred compensation plans, including amendments.</p>	<p>Destroy in office 1 year after plan is terminated.</p>	<p>29 CFR 1627.3(2)</p>
24.	<p>EMPLOYEE PENSION AND BENEFIT PLAN ENROLLMENT FORMS Forms providing personal identifying data, beneficiary information, option selection, and similar information.</p>	<p>a) Transfer pension and deferred compensation enrollment forms to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p> <p>b) Destroy in office life, health, and disability insurance enrollment forms 4 years after termination of coverage.</p>	

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
25.	<p>EMPLOYEE PERFORMANCE REVIEW FILE Information used to establish employees' goals and primary tasks. Records used to evaluate each employee's work performance.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p>	<p>a) Destroy in office supervisor approved and signed work plans after 3 years.</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after <u>1 year</u></p>	
26.	<p>EMPLOYEE POLYGRAPH RECORDS Includes statements informing employee of the time, place, and reasons for the test; copy of notice sent to examiner identifying employee to be tested; and copies of opinions, reports, or similar records generated by the examiner and provided to the agency.</p>	<p>Destroy in office 3 years from the date the test was given, or from the date the test was requested if no examination was given.</p>	29 CFR 801.30
27.	<p>EMPLOYEE SUGGESTIONS Includes employee surveys and survey responses.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after <u>1 day</u></p>	
28.	<p>EMPLOYEE TRAINING AND EDUCATIONAL RECORDS Includes employee-specific records (certificates, transcripts, test scores, etc.) and non-employee-specific records (training manuals and aids, syllabi, course outlines, attendance rosters, etc.) relating to the training, testing, or continuing education of employees.</p>	<p>a) Transfer employee-specific records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83 if such training and testing is required for the position held or could affect career advancement.</p> <p>b) Destroy in office non-employee-specific records 1 year from date record was created.</p> <p>c) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after <u>1 year</u></p>	29 CFR 1627.3(b)(1)(iv)

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29.	<p>EMPLOYEE WORK SCHEDULES AND ASSIGNMENT RECORDS Records concerning work, duty, shift, crew, or case schedules, rosters, or assignments.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 2 years</p>	
30.	<p>EMPLOYMENT APPLICATIONS AND RESUMES Records submitted by job applicants for vacant positions or by current employees for promotion, transfer, or training opportunities. May include applications, transcripts, resumes, letters of reference, and similar records.</p>	<p>a) Transfer applications, resumes, transcripts, and similar records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p> <p>b) Destroy in office all remaining records concerning individuals hired 2 years from date record was created or received, or the personnel action involved.</p> <p>c) Destroy in office records concerning individuals not hired 2 years after date of receipt, if no charge of discrimination has been filed. If charge has been filed, destroy in office 1 year after resolution of charge.*</p> <p>d) Destroy in office unsolicited applications/resumes, and those received after posted closing dates, 2 years after receipt.</p>	<p>29 CFR 1602.31 29 CFR 1602.40 29 CFR 1602.49</p>
31.	<p>EMPLOYMENT LISTINGS, ADVERTISEMENTS, AND ANNOUNCEMENTS</p>	<p>Destroy in office after 2 years.</p>	<p>29 CFR 1602</p>

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
32.	<p>EMPLOYMENT SELECTION RECORDS Records concerning the selection of applicants for vacant positions or of current employees for promotion, transfer, or training opportunities. May include interview documentation, rosters, eligibility lists, test ranking sheets, justification statements, background and criminal history checks, health or physical examinations, and similar records.</p> <p>See also APTITUDE AND SKILLS TESTING RECORDS item 5, page 71.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p> <p>b) Destroy in office all remaining records 2 years after resolution of all actions.</p>	<p>29 CFR 1602.31 29 CFR 1602.40 29 CFR 1602.49 29 CFR 1627.3</p>
33.	<p>EQUAL EMPLOYMENT OPPORTUNITY (EEO) CASE RECORDS Records concerning discrimination complaints and requests for reasonable accommodation received and resolved by the county.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p>	<p>Destroy in office 2 years after resolution of case.*</p>	<p>29 CFR 1602.31</p>
34.	<p>EQUAL EMPLOYMENT OPPORTUNITY (EEO) RECORDS AND REPORTS Reports filed with the Equal Employment Opportunity Commission (EEOC) in accordance with the provisions of Title VII and the Americans with Disabilities Act (ADA). May include compiled documentation used to complete EEO reports.</p>	<p>Destroy in office after 3 years.</p>	<p>29 CFR 1602.31</p>

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	EQUAL PAY RECORDS Includes reports, studies, aggregated or summarized data, and similar documentation compiled to comply with the Equal Pay Act.	Destroy in office after 2 years.	29 CFR 1620.32
36.	FRINGE BENEFITS FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	
37.	GRIEVANCE FILE Includes initial complaint, investigations, actions, summary, and disposition. May include disciplinary correspondence, including email. See also DISCIPLINARY FILE item 11, page 73 and PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.	Destroy in office after 2 years.*	
38.	HEALTH INSURANCE FILE Completed claim forms and other records concerning employees covered by health plans.	Destroy in office after 2 years.*	
39.	INCREMENTS FILE	Destroy in office when released from all audits.	
40.	INTERNSHIP PROGRAM FILE Records concerning interns and students.	Destroy in office after 3 years.	

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
41.	LEAVE FILE Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, military, etc. Includes premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over the Family Medical Leave Act (FMLA), and other related records.	Destroy in office 3 years after return of employee or termination of employment.*	29 CFR 825.110(b)(2)(i) 29 CFR 825.500(b)
42.	LONGEVITY PAY REQUESTS	Destroy in office when released from all audits.	
43.	MERIT AND SENIORITY SYSTEM RECORDS	a) Destroy in office employee-specific records after 3 years.* b) Destroy in office system and plan records 1 year after no longer in effect.	29 CFR 1627.3
44.	PERSONNEL ACTION NOTICES Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change, and leave.	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83. b) Destroy in office all remaining records 2 years from date record was created or received, or the personnel action involved.	

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	<p>PERSONNEL RECORDS (OFFICIAL COPY) Official copy of personnel file maintained on each agency employee. May include basic employee information and records and forms relating to the selection or non-selection, promotion, transfer, leave, salary, suspension, and termination of employment.</p> <p>See also EMPLOYEE MEDICAL RECORDS item 22, page 77.</p>	<p>a) Destroy in office 30 years from date of separation information needed to document: date and amount of each increase or decrease in salary with that county; date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that county; date and general description of the reasons for each promotion with that county; date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the county; and, if the disciplinary action was a dismissal, a copy of the written notice of the final decision of the county setting forth the specific acts or omissions that are the basis of the dismissal.</p> <p>b) Destroy in office information used to verify benefits 30 years after date of separation.</p> <p>c) Destroy in office remaining records when individual retention periods are reached as noted in individual items in the Records Retention and Disposition Schedule.</p>	G.S. § 153A-98 (County Employees)
46.	<p>PERSONNEL RECORDS (REFERENCE COPY) Duplicate copy of official personnel jacket that is often maintained below the department level by supervisors.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after 2 years</p>	

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
47.	POLICIES AND PROCEDURES (PERSONNEL)	a) Retain in office official copy of internal agency personnel policies permanently. b) Destroy in office reference copies and external policy procedures when superseded or obsolete.	
48.	POSITION CLASSIFICATION/POSITION HISTORY FILE See also POSITION DESCRIPTION RECORDS item 50, page 84.	a) Retain in office records with historical value permanently. b) Destroy in office all other records when superseded or obsolete.	
49.	POSITION CONTROL CARDS Records concerning personnel actions and position control, status of each established permanent, temporary full-time, or part-time position, and other related topics.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
50.	POSITION DESCRIPTION RECORDS Includes information on job title, grade, duties, agency assigned, and responsibilities.	Destroy in office 2 years from date record is superseded.	29 CFR 1620.32
51.	POSITION REQUISITION AND ANALYSIS RECORDS Records used to fill vacant positions and request new positions.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 2 years _____	
52.	SALARY SURVEY RECORDS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 year _____	

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
53.	<p>SERVICE AWARDS AND COMMENDATIONS Includes award and selection committee reports, nominations, selection criteria, and similar employee recognition or incentive programs administrative records.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p>	Destroy in office 2 years from date record was created or received, or the personnel action involved.	
54.	<p>TEMPORARY EMPLOYEE RECORDS Records concerning temporary employees who are not provided with or eligible for benefits. Does not include personnel records created for specific federal programs.</p>	<p>a) If employee is a county employee, transfer applicable records to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p> <p>b) If the employee is a temporary service company employee, destroy in office 5 years from date of separation.</p>	
55.	<p>UNEMPLOYMENT COMPENSATION CLAIMS Claim form and other related records concerning unemployment compensation cases.</p>	Destroy in office after 3 years.*	
56.	<p>UNEMPLOYMENT COMPENSATION REPORTS Quarterly reports showing month-to-date wages, month-to-date compensation, year-to-date wages, and year-to-date compensation for each employee. May be filed with Employment Security Commission.</p>	Destroy in office after 3 years.*	
57.	<p>UNEMPLOYMENT INSURANCE FILE</p>	<p>a) Transfer original records to the N.C. Department of Commerce, Unemployment Insurance Division, when received.</p> <p>b) Destroy in office remaining records after 2 years.</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-11: PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
58.	VOLUNTEER RECORDS Records concerning individuals who volunteered to assist with various agency activities and/or serve on boards.	Destroy in office 3 years from date of last inquiry or entry.	
59.	WORKERS' COMPENSATION PROGRAM (ADMINISTRATIVE) FILE Includes program policies, guidelines, and related administrative documentation.	a) Retain in office records with historical value permanently. b) Destroy in office all other records when administrative value ends.† Agency Policy: Destroy in office after 3 years	
60.	WORKERS' COMPENSATION PROGRAM CLAIMS FILE Records concerning workers' compensation claims filed by employees' supervisors concerning accidental injuries or illnesses suffered on the job. May include Employer's Report of Injury to Employee (Form 19), accident investigation reports, medical reports, reference copies of medical invoices, and other related records. Also includes reference copies. (Records concerning claims filed for injuries that occurred prior to July 5, 1994 are considered permanent records in compliance with <i>Hylar v. GTE Prods. Co.</i> , 333 N. C. 258 S.E.2d 698 (1993).)	a) Retain in office permanently records concerning claims filed for injuries that occurred prior to July 5, 1994. Transfer official copy of claim records to the Industrial Commission in compliance with G.S. §97-92(a), and in accordance with county personnel policy. Retain in office permanently records concerning claims filed for injuries that occurred on or after July 5, 1994, for which the Industrial Commission form "Employee's Claim for Additional Medical Compensation Pursuant to N.C. Gen. Stat. §97-25.1" (Form 18M) has been filed. Destroy in office remaining records 5 years after closing, in accordance with G.S. §97-24(c), if no litigation, claim, audit, or other official action involving the records has been initiated.* b) If official action has been initiated, transfer to LITIGATION CASE RECORDS item 14, page 66.	Comply with applicable provisions of G.S. §8-53 regarding the confidentiality of physician-patient records.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-12. PLANNING AND ZONING RECORDS

Official records and materials created and accumulated during the conduct of county planning and zoning programs.

ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	APPEARANCE COMMISSION MEETINGS Agendas, minutes, and related materials pertaining to meetings of the Appearance Commission.	Follow disposition instructions for MINUTES OF PUBLIC BODIES item 34, page 8.	
2.	APPEARANCE COMMISSION PROJECT FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
3.	ASSESSMENT RECORDS FILE Copies of assessment records and supporting documentation.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
4.	BOARD OF ADJUSTMENT CASE FILE Cases submitted to the board requesting variances from current zoning ordinances.	Destroy in office 6 years after resolution of case.*	G.S. §§153A-340 G.S. § 1-50(5)
5.	BOARD OF ADJUSTMENT CASE INDEX Index to cases reviewed by the board.	Retain in office permanently.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<p>BOARD OF ADJUSTMENT MEETINGS Agendas, minutes, and related materials pertaining to meetings of the Board of Adjustment.</p> <p>See the Microfilm section on page xi for instructions on microfilming.</p>	<p>a) The official minutes of the governing board and its subsidiary boards are permanent records.</p> <p>b) The official minutes of advisory boards may be destroyed only upon approval by the State Archives of North Carolina. The State Archives reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Minutes of committees or subcommittees may be destroyed when administrative value ends, if the minutes or actions and decisions of the committee are entered as part of the minutes of the parent board. If minutes or actions and decisions of the committee or subcommittee in question are not entered as part of the minutes of the parent board, the State Archives reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after 30 days</p>	
7.	<p>COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATIVE RECORDS Records concerning the administration of projects funded under the Community Development Block Grant program (CDBG). May include both direct grants and re grants, including the preliminary reports, audits, certificates, maps, and related correspondence, including email.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office all other records 5 years after completion of project.*</p>	<p>24 CFR 85.42 24 CFR 570.502(a)(16) 24 CFR 84.53(b) 24 CFR 570.502(b)(3)</p>

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	<p>COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION RECORDS</p> <p>Records concerning the application and completion of projects funded under CDBG funds. May include both direct grants and regrants, including the initial application, and all final reports.</p>	Destroy in office 5 years after promissory note is released to client or lender.*	<p>24 CFR 85.42</p> <p>24 CFR 570.502(a)(16)</p> <p>24 CFR 84.53(b)</p> <p>24 CFR 570.502(b)(3)</p>
9.	<p>COMPREHENSIVE LAND USE PLAN AND AMENDMENTS</p> <p>Includes, but is not limited to, official copy of comprehensive land use plan and all background surveys, studies, reports, and draft versions of plans.</p>	<p>a) Retain in office permanently adopted plan and amendments.</p> <p>b) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan.</p>	
10.	<p>CONDITIONAL USE PERMIT RECORDS AND INDEX</p> <p>Records concerning applications for conditional use permits. Permits allow for the construction of buildings, on the condition that impacts on neighborhoods are mitigated. May include original application, blueprint drawings, investigative reports, planning commission recommendations, cash receipts, and related correspondence, including email. Includes sign permits and temporary use permits. Also includes reference copies of variances or exceptions from zoning regulations granted by the Board of Adjustment.</p>	<p>a) Destroy in office 3 years after discontinuance of use.</p> <p>b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after 30 days</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	DECLARATIONS AND BY-LAWS FROM TOWNHOUSES, CONDOMINIUMS, PLANNED RESIDENTIAL DEVELOPMENTS, COMMON AREAS, ETC.	a) If not filed in Register of Deeds or similar agency, retain in office permanently. b) If filed in Register of Deeds or similar agency, destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	G.S. § 47C-2-103
12.	EASEMENT RELEASE REQUEST FILE Approved and denied easement release requests. Includes form letters, memos, reference copies of maps, and resolutions approved by the Planning Board.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 30 days _____	
13.	ENVIRONMENTAL IMPACT STUDIES Records and reports concerning the environmental impact of major projects proposed by localities and reviewed by local officials.	Retain in office permanently.	
14.	FEASIBILITY STUDIES	Retain in office permanently.	
15.	HOUSING REHABILITATION PROGRAM RECORDS	Follow the disposition instructions for COMMUNITY DEVELOPMENT BLOCK GRANT RECORDS , items 7-8, pages 88-89.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	<p>MAPS, DRAWINGS, PLATS (OFFICIAL) Official representation of comprehensive plan, and zoning boundaries established and/or enforced by the agency. May include blueprint maps, which show streets, property lines, zoning boundaries, and area classifications. Includes maps and drawings stored and generated by Geographic Information System (GIS) and computer-aided design (CAD) systems.</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
17.	<p>MAPS, DRAWINGS, PLATS (REFERENCE) Illustrations prepared or collected to capture background information on land use conditions for staff reference and public information.</p>	<p>Destroy in office when superseded or obsolete.</p>	
18.	<p>MASTER SUMMARY (LOG OR REGISTER) Maintained by planning agency to record receipt of planning or zoning reviews and projects, and to record subsequent action taken.</p>	<p>Retain in office permanently.</p>	
19.	<p>OPEN SPACE CLASSIFICATION CASE FILE</p>	<p>Retain in office permanently.</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.	ORTHOPHOTOGRAPHY Historical and legacy aerial imagery.	a) Retain in office negatives permanently. b) If negative is not available, retain in office photograph permanently. c) Destroy in office photographs where negative is available when administrative value ends.† Agency Policy: Destroy in office after 30 days	
21.	PERMITS: TEMPORARY MANUFACTURED HOME Records created to temporarily authorize the location of a manufactured home on the same lot as a single family residence.	Destroy in office 6 years after permit expires.	G.S. § 1-50(5)
22.	PERMITS: ZONING COMPLIANCE For residential uses, non-residential uses, and accessory structures.	a) Retain in office permits concerning subdivision, historical structure, major commercial or industrial development, or capital construction, where county is lead agency, permanently. b) Destroy in office permits concerning subdivision, historic structures, major commercial or industrial development, or capital construction, where county is not lead agency, 6 years after last entry. c) Destroy in office any other permits and related records 6 years after last entry.	G.S. § 1-50(5)
23.	PETITION & REGULATION RECORDS	Destroy in office after 5 years.*	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	<p>PLANNING AND ZONING BOARD MEETINGS Agendas, minutes, and related materials pertaining to meetings of the Planning and Zoning Board.</p> <p>See the Microfilm section on page xi for instructions on microfilming.</p>	<p>a) The official minutes of the governing board and its subsidiary boards are permanent records.</p> <p>b) The official minutes of advisory boards may be destroyed only upon approval by the State Archives of North Carolina. The State Archives reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Minutes of committees or subcommittees may be destroyed when administrative value ends, if the minutes or actions and decisions of the committee are entered as part of the minutes of the parent board. If minutes or actions and decisions of the committee or subcommittee in question are not entered as part of the minutes of the parent board, the State Archives reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after 30 days</p>	
25.	<p>PLANNING AND ZONING STUDIES Studies, plans, and reports of the planning and zoning department, board, or commission. Records are used as background information for reports, ordinances, resolutions, etc.</p> <p>See also COMPREHENSIVE PLAN item 16, page 3.</p>	<p>a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after 30 days</p> <p>b) If not an element of the Comprehensive Plan, retain in office permanently.</p> <p>c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan, or when superseded or obsolete, whichever comes first.</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
26.	<p>PLANNING REVIEW CASE FILE For required review of site plan, zoning variance, special permit, change of zoning, subdivision creation or enlargement, county planning action, or other required review; including, but not limited to, maps, plans, sketches, photographs, engineering reports, environmental impact statement and studies, copies of zoning records, project narrative, correspondence, including email, and record of final determination.</p>	<p>a) Retain plan reviews and related records containing subdivision, historical structure, major commercial or industrial development, or capital construction, where county is lead agency, permanently.</p> <p>b) Destroy in office plan reviews and related records containing subdivision, historic structures, major commercial or industrial development, or capital construction, where county is not lead agency, 6 years after last entry.</p> <p>c) Destroy in office any other mandatory reviews and related records 6 years after last entry.</p>	G.S. § 1-50(c)
27.	<p>PRELIMINARY SUBDIVISION AND GROUP DEVELOPMENT SITE PLANS</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 30 days</p>	
28.	<p>REDEVELOPMENT PLANNING RECORDS</p> <p>See also COMPREHENSIVE PLAN item 16, page 3.</p>	<p>a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A</p> <p>b) If not an element of the Comprehensive Plan, retain in office permanently.</p> <p>c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan, or when superseded or obsolete, whichever comes first.</p>	
29.	<p>REFERRED PROJECTS</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
30.	<p>REZONING RECORDS AND INDEXES Records concerning applications to rezone property within the county. May include original applications, review forms, maps of areas involved, copies of investigative reports, copies of planning board minutes, notices of hearings, development agreements, copies of ordinances, and copies of county board of commissioners minutes.</p>	Retain in office permanently.	
31.	<p>STREET NAMES AND CHANGES OF STREET NAMES FILE Records concerning the names and addresses of streets and roads retained for administrative purposes.</p>	Destroy in office when superseded or obsolete.	
32.	<p>SUBDIVISION RECORDS Includes maps, plats, topographical data, names of streets, records of public utilities, action by council, etc. See also MAPS: ALL OTHER item 15, page 56.</p>	<p>a) If not filed in Register of Deeds or similar agency, retain in office permanently.</p> <p>b) If filed in Register of Deeds or similar agency, destroy in office when administrative value ends.† Agency Policy: Destroy in office after 30 days</p>	
33.	VARIANCES	Retain official copies permanently in the minutes of the Planning Board.	
34.	<p>VIOLATIONS: ZONING See also CORRESPONDENCE (LEGAL) item 7, page 64.</p>	Destroy in office after 6 years.*	G.S. § 1-50(5)

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ITEM #	STANDARD-12: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	ZONING ORDINANCES AND AMENDMENTS Ordinances and amendments adopted by the zoning board.	Retain in office permanently.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-13. PUBLIC RELATIONS RECORDS

Official records and materials created and accumulated by internal public information programs operated by county administrative offices.

ITEM #	STANDARD-13: PUBLIC RELATIONS RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ADVERTISEMENTS Includes advertisements of special events and services concerning the agency which appear in newspapers, journals, newsletters, etc.	a) Retain in office records with historical value permanently. b) Destroy in office advertisements 3 years after expiration.* c) Destroy in office billing information and other fiscal records when released from all audits.	
2.	AGENCY PUBLICATIONS Publications created at agency expense.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	
3.	AUDIO -VISUAL RECORDINGS (PUBLIC RELATIONS) Recordings (including digital) and films produced by the agency. This does not include recordings of public meetings.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	
4.	NEWS AND PRESS RELEASES News and press releases issued concerning programs, activities, and services of the agency.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-13: PUBLIC RELATIONS RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p>PUBLIC RELATIONS FILE Records concerning overall public relations of county administrative offices. May include procedures, correspondence (including email), photographic materials, and other related records.</p>	Destroy in office after 5 years.	
6.	<p>SPEECHES Speeches made by agency officials.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after 1 day</p>	
7.	<p>WEBSITE (ELECTRONIC) FILE Electronic records concerning the administration and maintenance of the agency’s website. (A network administrator or information systems office may maintain electronic files.)</p> <p>See also WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE item 14, page 62.</p>	<p>a) Retain in office records with historical value permanently. Can be maintained as website snapshots or via Web crawler.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p> <p><i>Retention Note: Preserve copy of web page after every major change in design and/or content.</i></p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-14. PUBLIC TRANSPORTATION SYSTEMS.

Records received and created by area transit systems and authorities necessary to meet all statutory requirements.

*Comply with requirements of the Federal Transit Administration’s **Best Practice Procurement Manual**, Master Agreement MA(11) Section 8 manual, and 49 CFR 18 regarding retention, access, security, and confidentiality of records where applicable.*

ITEM #	STANDARD-14. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACCREDITATION RECORDS Records concerning compliance with standards outlined by accreditation programs.	Destroy in office 1 year after superseded.*	
2.	AGENCY LOGS (SHEETS) Records concerning individual agency ridership.	Destroy in office after 3 years.*	49 CFR 18.42
3.	AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT RECORDS Includes driver’s daily assignments, dispatch records, logs of passenger pick-ups and drop-offs, manifests, trip requests, and appeal forms.	Destroy in office after 5 years.*	49 CFR 18.42
4.	AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT VOUCHERS Vouchers submitted by private transportation companies for reimbursement for alternative transportation of public transit clients.	Destroy in office after 5 years.*	49 CFR 18.42
5.	AMERICANS WITH DISABILITIES ACT (ADA) PRE-TRIP INSPECTION FORMS	Destroy in office after 1 year.	49 CFR 18.42

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ITEM #	STANDARD-14. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	APPLICATIONS FOR ART-IN-TRANSIT Applications and supporting documentation submitted by regional and national artists for exhibit on agency property.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
7.	APPLICATIONS FOR AWARDS Applications and supporting documentation used to apply for various public and private awards.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	
8.	APPLICATIONS FOR DISCOUNT PASSES Applications, certificates of disability, and supporting documentation used to apply for discount passes.	Destroy in office 3 years after service is terminated or denied.	
9.	APPLICATIONS FOR TRANSIT SERVICE Includes customer applications, eligibility assessment records, correspondence, including email, health information, riders' guides, and related records.	Destroy in office 3 years after service is terminated or denied.	
10.	CALL IN LOGS (SHEETS) Record concerning on-demand service requests.	Destroy in office after 5 years.*	49 CFR 18.42
11.	CUSTOMER (RIDER) ALERTS Records alerting customers of changes in regular service (e.g. detours, festivals, parades, etc.).	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	
12.	CUSTOMER (RIDER) IDENTIFICATION RECORDS Records concerning customer identification, approvals, denials, and related information.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 30 days _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-14. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<p>DISADVANTAGED BUSINESS ENTERPRISE (DBE) RECORDS Includes company's articles of incorporation, financial statements, signed affidavits, letters of reference, declarations, Federal Schedule A or B, and related correspondence, including email.</p>	<p>a) Destroy in office company-specific records 5 years after company is removed from certified list.</p> <p>b) Destroy in office related DBE program records, including Federal Transit Administration reports, 5 years from date record was created.</p>	49 CFR 26
14.	<p>DISPATCH RECORDS Reports, logs, and similar records used to document dispatch activities.</p>	Destroy in office after 5 years.	49 CFR 18.42
15.	<p>LOST AND FOUND RECORDS Logs, sheets, and similar records documenting items recovered from agency facilities and vehicles. May include customer receipts for claimed items.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____</p>	
16.	<p>NATIONAL TRANSIT DATABASE (NTD) REPORT Annual report submitted to the Federal Transit Administration and used as the basis for calculating each system's funding. May include records (data) used to generate reports regardless of format.</p>	Destroy in office 5 years.*	49 CFR 18.42
17.	<p>OPERATOR BID RECORDS Cards, sheets, and similar records documenting operators' route selections and choice for a service period.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____</p>	
18.	<p>OPERATOR SHIFT INSPECTION RECORDS Reports and similar records of operator's inspections of vehicle at the beginning and end of shift.</p>	Destroy in office after 5 years.	49 CFR 18.42

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ITEM #	STANDARD-14. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	RADIO DISPATCH RECORDINGS AND LOGS Recordings and logs of dispatch messages to and from transit operators.	Destroy in office after 90 days.*	
20.	RIDERSHIP REPORTS Includes shuttle logs concerning regularly scheduled individual ridership.	Destroy in office after 5 years.	49 CFR 18.42
21.	ROUTE HISTORY RECORDS Includes descriptions of routes, bus stops, passenger lists, and other related records.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 30 days _____	
22.	ROUTE MAINTENANCE RECORDS Logs, sheets, and related records used to record needed road improvements.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
23.	SAFETY CERTIFICATIONS Records verifying that system elements such as vehicles, trolley and train cars, tracks, station components, and operating procedures comply with safety requirements.	Retain in office for life of structure or vehicle.	
24.	SEAT BELT AND RESTRAINT SYSTEM RECORDS Records concerning the use and installation of seat belts and other restraint systems in vehicles.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after N/A _____	
25.	SERVICE PERFORMANCE RECORDS Records concerning quality control performance checks conducted on agency staff, contractors, and vendors.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records 3 years after records were created or project ends, whichever occurs later.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-14. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
26.	SERVICE PLANNING AND DEVELOPMENT RECORDS Includes records concerning changes in routes and transportation services offered by the agency.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records 3 years after records were created or project ends, whichever occurs later.	
27.	SHELTER RECORDS Includes adopt a shelter program records, listings of shelter sites, site permission for right of way, easements, and related documentation.	a) Retain in office shelter blueprints for life of structure. b) Destroy in office remaining records when administrative value ends, or when site is no longer used.† Agency Policy: Destroy in office after N/A _____	
28.	TERMINAL DISPATCH RECORDS Reports, logs, and similar records used to track daily terminal operations and activities.	Destroy in office after 1 year.	
29.	TICKET CONSIGNMENT RECORDS Logs, notebooks, and related records used to track tickets and passes provided to customers.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 30 days _____	
30.	TRIP REQUESTS Passenger trip requests.	Destroy in office after 5 years.	49 CFR 18.42
31.	TRANSIT SCHEDULES Printed route schedules and related information used to generate schedules.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day _____	
32.	TRANSPORTATION SYSTEM OPERATIONS REPORTS Reports and supporting records summarizing transit system operations.	Destroy in office after 5 years.	49 CFR 18.42

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-14. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
33.	TRANSPORTATION SYSTEM SERVICE PERFORMANCE EVALUATIONS	Destroy in office after 1 year.	
34.	TRANSPORTATION SYSTEM STATISTICAL RECORDS Reports and supporting records showing passenger trips, mileage, service hours, on-time performance, missed and/or late trips, road call, ridership, and similar statistical information.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records 5 years after records were created or project ends, whichever is later.	49 CFR 18.42
35.	VANPOOL DRIVER APPLICATIONS Applications and supporting records submitted by persons operating vanpool vehicles.	a) Destroy in office accepted applications 3 years after person leaves program. b) Destroy in office applications for persons not accepted for program after 1 year.	
36.	VANPOOL MONTHLY USAGE REPORTS Includes logs, sheets, reports and similar records documenting starting and ending mileage, total miles driven, route locations, passenger rosters, and similar information.	Destroy in office after 5 years.	49 CFR 18.42
37.	VEHICLE BREAKDOWN RECORDS Reports and similar records documenting response time, location, vehicle identification, and similar information. See also WORK ORDERS item 62, page 14.	Destroy in office after 1 year.	
38.	VEHICLE OPERATOR INSTRUCTIONS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after <u>1 day</u>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-14. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
39.	VEHICLE USAGE LOGS (SHEETS) Includes date vehicle was used, pick-up and delivery locations, starting and ending mileage, total miles driven, and signature of driver.	Destroy in office after 1 year.*	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-15. PUBLIC UTILITIES AND WASTE MANAGEMENT RECORDS

Official records and materials created and accumulated for use by county sanitation, water, sewage, electrical, and gas operations.

ITEM #	STANDARD-15: PUBLIC UTILITIES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABANDONED UTILITY LINE RECORDS Records documenting the location of abandoned utility lines.	Retain in office until abandoned line is removed.	
2.	ANNUAL REPORTS (UTILITIES) Reports sent to the Federal regulatory agency including annual reports, power system statements, and gas reports.	Destroy in office after 5 years.	
3.	CABLE TELEVISION FRANCHISE RECORDS Includes contracts, agreements, and notice of franchise.	a) Retain in office contracts, agreements, and notice of franchise for life of the franchise. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after N/A	G.S. §66-350(4)

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-15: PUBLIC UTILITIES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	CUSTOMER FINANCIAL RECORDS Billing and receipt records concerning customer accounts. Includes billing adjustment records.	a) Destroy in office utility bills and receipts after 3 years.* b) Destroy in office copies of notices of unpaid bills after payment or deemed uncollectable. c) Destroy in office customer deposit records and direct draft authorizations 3 years after account is closed. d) Destroy in office customer account histories when administrative value ends. † Agency Policy: Destroy in office after N/A	Comply with applicable provisions of G.S. §132-1.1(c) regarding confidentiality of public enterprise billing information.
5.	CUSTOMER USAGE RECORDS Includes reports, plans, or similar records submitted by industrial users, or publicly-owned treatment works concerning intended or actual use of the system.	Destroy in office after 3 years.*	40 CFR 403.12(o)(3)
6.	CUSTOMER WORK ORDERS Includes service orders such as to connect and disconnect service or other maintenance functions.	Destroy in office 1 year after completion of work.	
7.	LANDLORD AGREEMENTS Agreements to automatically transfer utility accounts to landlords when their tenant vacates a property.	Destroy in office after 3 years.*	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-15: PUBLIC UTILITIES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	<p>MAPS (UTILITY INSTALLATIONS & DISTRIBUTIONS) Includes maps, plats, charts, and similar records showing the location of water mains, valves, hydrants, meters, lines, etc., throughout the system.</p> <p>See also GEOSPATIAL RECORDS, page x.</p>	<p>Paper: Retain in office for life of system.</p> <p>GIS dataset: Records for life of system. Create a snapshot of dataset annually. To maintain,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
9.	<p>METER RECORDS (ELECTRIC, WATER, GAS) Includes meter reading records showing consumer consumption, and records concerning installation, testing, and calibration of devices.</p>	<p>a) Destroy in office records verifying installation of meter 3 years after equipment is no longer owned and/or operational if like replacement occurred.</p> <p>b) Destroy in office records verifying installation of meter 5 years after equipment is no longer owned and/or operational if unlike replacement occurred.</p> <p>c) Destroy in office remaining records after 3 years.*</p>	
10.	<p>NOTICE TO PROPERTY OWNERS OF APPROVAL OF WATER UTILITY INSTALLATION</p>	<p>Destroy in office after 2 years.</p>	
11.	<p>OUTSIDE WASTE CLEARANCE RECORDS Records allowing parties outside the county's jurisdiction to dispose of waste at landfill.</p>	<p>Destroy in office 3 years after expiration of agreement.</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-15: PUBLIC UTILITIES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	PRETREATMENT PROGRAM RECORDS Includes annual pretreatment reports, records of monitoring activities and results, water quality records, and other related documentation.	a) Destroy in office permits and supporting documentation 5 years after expiration, cancellation, revocation, or denial.* b) Destroy in office remaining records after 3 years.*	15A NCAC 02H .0908(f)(1) 40 CFR 503.17
13.	PUBLIC UTILITIES SYSTEM ENGINEERING, MAINTENANCE, AND REPAIR RECORDS Includes records documenting installation, authorizations to construct, building plans, location, specifications, and maintenance history, for hydrants, pipes, pumps, valves, and similar system equipment. Includes drainage system maintenance and repair records.	a) Retain in office as built plans and specifications permanently. b) Destroy in office 3 years after equipment is no longer owned and/or operational if like replacement occurred. c) Destroy in office 5 years after equipment is no longer owned and/or operational if unlike replacement occurred. d) Destroy in office background surveys, studies, reports, drafts, and other records when superseded or obsolete.	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of detailed drawings of infrastructure facilities. 15A NCAC 18C .0300 and 2H .0115
14.	REPORTS: RECYCLING TONNAGE Records documenting tonnage of materials collected at curb and dropped off at recycling centers.	Destroy in office after 3 years.	
15.	SANITARY SURVEY RECORDS Includes reports, summaries, studies, correspondence, including email, and other related records documenting the sanitary condition of system.	Destroy in office 10 years after completion of survey.*	40 CFR 141.33(c) 15A NCAC 18C .1526
16.	SCALE HOUSE VIDEO MONITORING RECORDINGS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 14 days _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-15: PUBLIC UTILITIES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	SERVICE AGREEMENTS Includes liquefied natural gas, electric, sewage, water and wastewater, and drainage maintenance agreements.	Destroy in office 3 years after termination or expiration.*	
18.	SERVICE INTERRUPTION RECORDS Includes reports, logs, or similar records documenting service interruptions.	Destroy in office after 3 years.*	
19.	SEWER JETTING AND VECTORING RECORDS Records documenting the routine cleaning of wastewater lines.	Destroy in office after 3 years.	
20.	SLUDGE TREATMENT RECORDS Includes analyses, certification statements, site restrictions, monitoring records, vector attraction reduction requirements, trip tickets, residual records, control plans, and other related documentation.	Destroy in office after 5 years.*	40 CFR 503.17
21.	SOLID WASTE CONVENIENCE CENTER FILE Annual reports to the Department of Environment & Natural Resources – Division of Pollution Prevention & Environmental Assistance.	Destroy in office after the 5 year reporting period is complete.	
22.	SOLID WASTE SERVICE FILE Includes requests for service, billing records, and payment records.	Destroy in office after 3 years.*	Comply with applicable provisions of G.S. §132-1.1(c) regarding confidentiality of public enterprise billing information.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-15: PUBLIC UTILITIES RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
23.	TAP AND HOOK UP RECORDS Applications, permits, contracts, logs, or similar records documenting location and installation of water and wastewater hookup and taps.	a) Destroy in office permits and contracts 3 years after termination or cancellation.* b) Destroy in office denied applications and remaining records when administrative value ends. † Agency Policy: Destroy in office after <u>N/A</u>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-16. RISK MANAGEMENT RECORDS

Official records created and accumulated for use by county risk management officers.

ITEM #	STANDARD-16: RISK MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE) See also WORKERS' COMPENSATION PROGRAM CLAIMS FILE item 60, page 86.	a) Transfer records resulting in workers' compensation to WORKERS' COMPENSATION PROGRAM CLAIMS FILE item 60, page 86. b) Destroy in office remaining employee claims 3 years after settlement or denial of claim.* c) Destroy in office non-employee accident reports 3 years after settlement or denial of claim.* d) Destroy in office reports that do not result in claims or official action after 3 years. e) Destroy in office reports of minors after minor has reached age of 21.	
2.	ASBESTOS MANAGEMENT PLAN	a) Destroy in office 1 year after building is demolished. b) If building is sold transfer records to new owner.	29 CFR 1910.1001(j)(3)(ii)
3.	ASBESTOS TRAINING RECORDS	a) Destroy in office employee-specific records 1 year after separation. b) Destroy other records in office when superseded or obsolete.	29 CFR 1910.1001(m)(4)

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-16: RISK MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	BLOODBORNE PATHOGEN TRAINING RECORDS Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualification of instructors.	Destroy in office after 3 years.	29 CFR 1910.1030(h)(2)(ii)
5.	EMPLOYEE SECURITY RECORDS Records concerning the issuance of keys, identification cards, passes, parking permits, etc., to employees.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 day	
6.	FUEL OIL STORAGE TANK RECORDS	Destroy in office closure records 3 years after completion of permanent closure.	40 CFR 280.34 40 CFR 280.74
7.	HAZARDOUS MATERIALS TRAINING RECORDS Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors.	Destroy in office after 5 years.	29 CFR 1910.120(p)(8)(iii); 29 CFR 1910.120 Appendix E
8.	HEALTH AND SAFETY RECORDS Records concerning agency safety measures. May include reports, logs and similar records documenting health and safety inspections of agency facilities.	Destroy in office when superseded or obsolete.	
9.	INSURANCE AND LIABILITY WAIVERS	Destroy in office 6 years from date of termination or settlement of all claims.*	
10.	INSURANCE AUDITS, SURVEYS AND REPORTS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 year	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-16: RISK MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	LOSS CONTROL INSPECTION REPORTS Self-inspections to identify potential liabilities or hazards that may exist in agency owned buildings or property.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 year _____	
12.	LOST AND STOLEN PROPERTY REPORTS Includes reports of vandalism.	Destroy in office after 3 years.*	29 CFR 1910.1200 29 CFR 1910.22E
13.	MATERIAL SAFETY DATA SHEETS Forms supplied to local government agencies from manufacturers and distributors of hazardous materials.	Destroy in office 30 years after materials have been disposed of according to manufacturer's instructions. <i>Retention Note: A data sheet for a mixture may be discarded if the new data sheet includes the same hazardous chemicals as the original formulation. If the formulation is different, both data sheets must be retained for 30 years. Data sheets may also be discarded if some other record identifying the substances used, where they were used, and when they were used is retained the required 30 year period.</i>	29 CFR 1910.1200
14.	NOTIFICATION OF PENALTY ASSESSMENT FILE	Destroy in office after 6 years.	
15.	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) FILE Records concerning injury or illness, extent and outcomes, summary totals for calendar year, and OSHA forms 101 and 200.	Destroy in office after 5 years.	
16.	RESPIRATOR PROGRAM RECORDS Includes respirator fit test records.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 3 years _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-16: RISK MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	SELF-INSURER CERTIFICATION FILE	Destroy in office 6 years from date of termination or settlement of all claims.	
18.	U.S. BUREAU OF LABOR STATISTICS AND SUMMARY FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after 1 year _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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North Carolina Department of Cultural Resources
Division of Archives and Records
Government Records Section

REQUEST FOR CHANGE IN RECORDS SCHEDULE

TO Assistant Records Administrator
N.C. Division of Archives and Records
Government Records Section
4615 Mail Service Center
Raleigh, NC 27699-4615

FROM Name _____
County _____
Agency or department _____
Phone _____

INSTRUCTIONS

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original, and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

CHANGE REQUESTED

_____ Add a new item
_____ Delete an existing item Standard Number _____ Page _____ Item Number _____
_____ Change an retention period Standard Number _____ Page _____ Item Number _____

TITLE OF RECORDS SERIES IN SCHEDULE OR PROPOSED TITLE

INCLUSIVE DATES OF RECORDS _____ VOLUME OF RECORDS IN LINEAR INCHES _____

DESCRIPTION OF RECORDS

PROPOSED RETENTION PERIOD

Requested by: _____, _____, _____
Signature Title Date

North Carolina Department of Cultural Resources
Division of Archives and Records
Government Records Section
REQUEST FOR DISPOSAL OF UNSCHEDULED RECORDS

TO Assistant Records Administrator
N.C. Division of Archives and Records
Government Records Section
4615 Mail Service Center
Raleigh, NC 27699-4615
FROM Name
County
Agency or department
Phone number

In accordance with the provisions of G.S. 121 and 132, approval is requested for the destruction of records listed below. These records have no further use or value for official or administrative purposes.

Table with 6 columns: RECORDS TITLE, DESCRIPTION, INCLUSIVE DATES, QUANTITY, MICROFILMED? (YES OR NO), RETENTION PERIOD. The table contains 12 empty rows for data entry.

Requested by: Signature Title Date

Approved by: Signature Head of Governing Board Date

Concurred by: (as indicated) Signature Assistant Records Administrator NC Division of Archives and Records Date

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CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

County Manager - Appointment to the Charlotte Douglas International Airport Commission

BRIEF SUMMARY:

The NC General Assembly recently passed Session Law 2013-358 creating the Charlotte Douglas International Airport Commission. That Commission shall consist of thirteen (13) members including one (1) appointed by the Cabarrus County Board of Commissioners. The appointed member is required to be a registered voter of Cabarrus County and "...when practical, shall have experience in aviation, logistics, construction and/or facilities management, law, accounting and/or finance." Commission terms are for four years, but in order to create staggered terms the initial appointments from Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg and Union Counties shall be for two-year terms expiring on December 31, 2015. A copy of the Session Law is attached.

REQUESTED ACTION:

For discussion at the work session.

Direct staff on how to proceed with soliciting applications.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Session Law 2013-358](#)

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2013

SESSION LAW 2013-358
SENATE BILL 380

AN ACT TO CREATE THE CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT
COMMISSION UNDER THE CITY OF CHARLOTTE.

The General Assembly of North Carolina enacts:

SECTION 1. This act shall be known and may be cited as the "Charlotte Douglas International Airport Commission Act."

SECTION 2. S.L. 2013-272 is repealed.

SECTION 3. Chapter 5 of the Charter of the City of Charlotte, being S.L. 2000-26, is amended by adding a new Article to read:

"ARTICLE III. CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT COMMISSION.

"Section 5.51. **Charlotte Douglas International Airport Commission.**

There is created the Charlotte Douglas International Airport Commission, which shall be an agency of the City, having the powers, authority, and jurisdiction set out in this Article and such other and additional powers and authority as shall be conferred upon it by future acts of the General Assembly.

"Section 5.52. **Definitions.**

Unless the context requires otherwise, the following definitions apply throughout this Article to the defined words and phrases and their cognates:

- (1) "Airport" means Charlotte Douglas International Airport in Mecklenburg County.
- (2) "Airport Facilities" means airport facilities of all kinds, including, but not limited to, landing fields, hangars, fixed-base operations, shops, restaurants and catering facilities, terminals, buildings, automobile parking facilities, and all other facilities necessary, beneficial, and/or helpful for the landing, taking off, operating, servicing, repairing, and parking of aircraft, the loading, unloading, and handling of cargo and mail, express and freight, and the accommodation, convenience, and comfort of crews and passengers, together with related transportation facilities, all necessary, beneficial, and/or helpful appurtenances, machinery, and equipment, and all lands, properties, rights, easements, and franchises relating thereto and considered necessary, beneficial, and/or helpful by the Commission in connection therewith.
- (3) "Airport Property" means all the real property and improvements thereto designated as airport property on the Airport Layout Plan or Airport Development Plan of the Airport conditionally approved by the FAA on February 13, 2013.
- (4) "Appointing Authorities" means the entities described in Section 5.24 of this Charter who are empowered to appoint members of the Commission and referred to collectively as "Appointing Authorities" and individually as "Appointing Authority."
- (5) "Commission" means the Charlotte Douglas International Airport Commission created by this Article or, if such Commission is abolished or otherwise ceases to exist, the authority, board, body, commission, or other entity succeeding to the principal functions thereof.
- (6) "FAA" means the Federal Aviation Administration or any successor agency.
- (7) "Member" means an individual who is appointed to the Commission, as provided by this Article.



- (8) "Servants" means accountants, auditors, agents, contractors, design professionals, attorneys, and other persons and entities whose services may from time to time be deemed by the Commission to be necessary, beneficial, or helpful.

"Section 5.53. **Membership; Terms.**

(a) The Commission shall consist of 13 members appointed as follows:

- (1) Three registered voters of the City of Charlotte appointed by the Mayor, at least one of whom shall be a resident of the west side of the City of Charlotte.
- (2) Four registered voters of the City of Charlotte appointed by the Council, at least one of whom shall be a resident of the west side of the City of Charlotte.
- (3) One registered voter of Mecklenburg County appointed by the Mecklenburg County Board of Commissioners.
- (4) One registered voter of Cabarrus County appointed by the Cabarrus County Board of Commissioners.
- (5) One registered voter of Gaston County appointed by the Gaston County Board of Commissioners.
- (6) One registered voter of Iredell County appointed by the Iredell County Board of Commissioners.
- (7) One registered voter of Lincoln County appointed by the Lincoln County Board of Commissioners.
- (8) One registered voter of Union County appointed by the Union County Board of Commissioners.

(b) In order to effectuate a seamless start-up of the Commission, and to give the Appointing Authorities time to consider candidates for and to appoint members as provided herein, the initial members of the Commission from the time this act becomes law shall be the members of the Airport Advisory Committee of the City of Charlotte who shall serve only until seven members shall have been appointed by the Appointing Authorities and qualified by taking their oath of office. The powers of the Airport Advisory Committee serving as initial members shall be limited to ministerial acts, and no employment or management contracts shall be awarded or entered into by the initial members, and any such contracts as the initial members shall award or enter into shall not be effective or binding on the members selected by the Appointing Authorities; provided, however, the initial members may take such actions as are appropriate in accordance with Sections 5.59(c)(5) and 5.62 of this Charter. The Appointing Authorities shall appoint initial members no later than October 1, 2013. Members, when practical, shall have experience in aviation, logistics, construction and/or facilities management, law, accounting, and/or finance.

(c) No person may be appointed as a member or serve during continuance in office on the Commission who:

- (1) Is employed by a servant of the Commission as defined in Section 5.52 of this Charter;
- (2) Is a tenant or employee of a tenant of an airport owned, operated, or controlled by the Commission, or other commercial user or employee of a commercial user of any airport operated by the Commission; or
- (3) Has been convicted of a felony or a crime of moral turpitude.

(d) Members shall serve four-year terms and may serve up to a total of two successive four-year terms. A member who has reached this limit may not be reappointed to the Commission except after a lapse of four years following the most recent term served. In the event a member is appointed to fill an unexpired term, and at least two years of the unexpired term remain to be served, such appointment shall be counted in applying the two-term limit; otherwise, it shall not be counted. In order to ensure that the terms of all members of the Commission do not expire at the same time, the initial terms of the members of the Commission, appointed by the Counties of Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, and Union, shall be for two years. All initial four-year terms expire December 31, 2017, and all initial two-year terms expire December 31, 2015.

(e) Any vacancy occurring among the membership of the Commission shall be filled within 60 days after notice thereof by the appointment of a successor by the Appointing

Authority of the previous member. Such successor member shall serve for the remainder of the unexpired term.

(f) Members and their successors shall take and subscribe to an oath of office before an officer authorized to administer oaths, which oath shall be filed with the Commission.

(g) Any member may be suspended or removed from office by that member's Appointing Authority or a majority vote of the other members for cause affecting that member's duties and responsibilities as a member; for misfeasance, malfeasance, or nonfeasance in office; or for conduct tending to undermine any decisions of the Commission, or for conduct exposing the Commission to liability for damages.

(h) Except for malfeasance, members shall not be personally liable, in any manner, for their acts or omissions as members.

(i) Each member may continue to serve until a successor has been duly appointed and qualified, but not for more than 60 days beyond the end of the term.

"Section 5.54. Meetings; Reimbursement; Procedures.

(a) The organization and business of the Commission shall be conducted as provided in this Article.

(b) Members shall constitute the governing board of the Commission and may, among other things and from time to time, adopt suitable bylaws not inconsistent with the provisions of this act.

(c) Each member, including the chair, shall have one vote. A majority of the members in office shall constitute a quorum, and, unless otherwise provided in this act, all actions of the Commission shall be determined by a majority vote of the members present and voting in a duly called meeting at which a quorum is present.

(d) The Commission shall hold meetings at least monthly at such times and places as it from time to time may designate and at such other times on the call of the chair or by six members of the Commission; provided, a monthly meeting need not be held if it is determined by the chair or seven members that such meeting is not required.

(e) Members may receive payment or reimbursement for travel, lodging, and meal expenses incurred in transacting business on behalf of the Commission. Members may also receive free parking at any airport owned, leased, subleased, or controlled by the Commission, which members may use for official purposes during the respective member's term of office.

(f) All meetings and closed sessions of the Commission shall be conducted in accordance with Article 33C of Chapter 143 of the General Statutes as it may be amended or in accordance with any successor statute.

"Section 5.55. Officers and Funds.

(a) The members of the Commission shall elect annually from their membership a chair, vice-chair, and shall elect a secretary and such other officers as they deem appropriate and otherwise provide for the efficient administration of the Commission's affairs; provided, however, the Commission may provide by resolution that the finance officer of the City shall by virtue of that office be also the finance officer of the Commission, and in such case shall serve as such finance officer without additional compensation. All funds of the Commission shall be kept by its treasurer in a separate bank account or accounts from other funds of the City and shall be paid out only in accordance with procedures established by such Commission. Quarterly operating statements of the Commission and an annual audited statement shall be presented to the Council. The Commission shall be deemed a "special district," as defined in G.S. 159-7, for purposes of the Local Government Budget and Fiscal Control Act and shall budget and administer its fiscal affairs according to the provisions of that act applicable to special districts.

(b) The fiscal year of the Commission shall begin on July 1 and end on June 30. On or before May 15 of each year, the Commission shall prepare and adopt a proposed budget for the next ensuing fiscal year and deliver copies of such proposed budget to the Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, and Union County Boards of Commissioners and the Charlotte City Council. In order to effectuate a seamless start-up of operation of the airport by the Commission, the initial budget of the Commission shall be the budget established by the Council for the Airport for the period July 1, 2013, through June 30, 2014, until the initial budget shall be revised by the Commission. The financial affairs of the Commission shall be governed by the Local Government Finance Act. The Commission shall have full control of the budget of the Airport.

"Section 5.56. Powers and Duties.

(a) The Commission shall operate the airport in a proper, efficient, economical, and business-like manner, to the end that it may effectively serve the public needs for which it was established at the least cost and expense to the City. To that end, the Commission shall have the power and authority to do the following:

- (1) Adopt and from time to time revise an official seal.
- (2) Maintain an office or offices at such place or places as it may designate within Mecklenburg County only.
- (3) Exercise on behalf of the City within Mecklenburg County all the powers that the City has concerning airports under Chapter 63 of the General Statutes and any other provision of general law, this charter, or other provision of local act applicable to the City, except as limited by this Article.
- (4) Operate the airport.
- (5) Purchase, acquire, develop, establish, construct, own, control, lease, equip, improve, administer, maintain, operate, and/or regulate airports and/or landing fields for the use of airplanes and other aircraft and all facilities incidental thereto, within the limits of Mecklenburg County; and for any of such purposes, purchase, acquire, own, develop, hold, lease, sublease, and operate real and/or personal property comprising such airports.
- (6) Purchase real and personal property.
- (7) Sue and be sued in the name of the Commission.
- (8) In addition to the powers granted by subdivisions (4) and (5) of this subsection, (i) upon the consent of the governing bodies of such airports, to acquire by purchase or otherwise and to hold lands for the purpose of constructing, maintaining, and/or operating existing airports in Cabarrus, Gaston, Iredell, Lincoln, and Union Counties and (ii) upon the consent and agreement of the Boards of County Commissioners of Cabarrus, Gaston, Iredell, Lincoln, and Union Counties, to acquire land and construct, make improvement, extension, enlargement, or equipping of future airport facilities in such counties.
- (9) Charge and collect fees, royalties, rents, and/or other charges, including fuel flowage fees, for the use and/or occupancy by persons of the airports and other property owned, leased, subleased, or controlled by the Commission or for services rendered in the operation thereof.
- (10) Make all reasonable rules and regulations and policies as it may from time to time deem to be necessary, beneficial, or helpful for the proper maintenance, use, occupancy, operation, and/or control of any airport or airport facility owned, leased, subleased, or controlled by the Commission and provide and enforce civil and criminal penalties for the violation of such rules, regulations, and/or policies; provided that such rules, regulations, policies, and penalties are not in conflict with any applicable law, rules, or regulation of the State of North Carolina, the United States, or any agency, department, or subdivision of either of them, including the rules and regulations of the FAA or the Transportation Security Administration.
- (11) With the approval of the City, sell, exchange, lease, sublease, or otherwise dispose of any property, real or personal, belonging to the Commission and not needed by the Commission to operate any airport owned or operated by it or to generate revenues to pay debt obligations of the Commission, or grant easements over, through, under, or across any real property belonging to the Commission, or donate to another governmental entity within North Carolina or to the United States any surplus, obsolete, or unused personal property; provided Article 12 of Chapter 160A of the General Statutes does not apply and is not applicable to any such sale, exchange, lease, sublease, grant, donation, or other disposition.
- (12) Purchase such insurance and insurance coverages as the Commission may from time to time deem to be necessary, beneficial, or helpful.
- (13) Deposit, invest, and/or reinvest any of its funds as provided by the Local Government Finance Act for the deposit or investment of unit funds.
- (14) Operate, own, lease, sublease, control, regulate, and/or grant to others the right to operate on any airport premises owned, operated, or controlled by

the Commission, general aviation terminal and fixed-base operations, aircraft deicing equipment and systems, restaurants, snack bars and vending machines, food and beverage dispensing outlets, rental car services, catering services, novelty shops, insurance sales, advertising media, merchandise outlets, motels, hotels, barber shops, automobile parking and storage facilities, automobile service stations, garage service facilities, motion picture shows, personal service establishments, and/or all other types of facilities, activities, and enterprises as may be directly or indirectly related to the maintenance and/or furnishing of public commercial service and/or general aviation airport facilities.

- (15) Accept grants of money and/or materials or property of any kind for any existing or future airport facilities from the State of North Carolina, the United States, or any agency, department, or subdivision of either of them, including the FAA or from any private agency, entity, or individual, upon such terms and conditions as may be imposed, and enter into contracts and grant agreements with the FAA and/or with the State of North Carolina or any of its agencies, departments, or subdivisions, in the capacity of sponsor or cosponsor of any airport development project involving the acquisition, construction, development, reconstruction, improvement, extension, enlargement, or equipping of any existing or future airport facilities.
- (16) Employ and fix the compensation of an Executive Director, who shall serve at the pleasure of the Commission or pursuant to the terms of an employment contract awarded by the Commission and who shall manage the affairs of the Commission under the supervision of the Commission.
- (17) Employ, or provide for the employment of such employees by the Executive Director, including law enforcement officers, as the Commission may from time to time deem to be necessary, beneficial, or helpful.
- (18) Employ, hire, retain, or contract with such servants whose services may from time to time be deemed by the Commission to be necessary, beneficial, or helpful. In order to effectuate a seamless transfer of the Airport from the ownership and operation by the City of Charlotte to the ownership and operation by the Commission, the Commission will honor and be bound by all existing contracts between the City and such servants as presently are engaged to assist the City with respect to the Airport.

(b) As provided by general law, it shall be the responsibility of the City as governed by its Council for all issuance of revenue bonds and/or refunding revenue bonds pursuant to the State and Local Government Revenue Bond Act, Article 5 of Chapter 159 of the General Statutes, all issuance of general obligation debt pursuant to the Local Government Bond Act, Article 4 of Chapter 159 of the General Statutes, and all purchase of any of its outstanding bonds or notes. The Commission shall keep the City Manager and Council promptly apprised of any future need for such actions.

"Section 5.57. Eminent Domain.

The Commission may not exercise any powers of eminent domain. Any eminent domain with respect to acquisition of property for airport purposes shall be exercised by the City.

"Section 5.58. Exemptions; Taxes.

The Commission has the same exemptions with respect to payment of taxes and license fees as provided for the City by the laws of this State. The Commission is not authorized to levy any tax.

"Section 5.59. Funds and Property.

(a) The Commission shall have control, on behalf of the City, of the Airport Property, Airport Facilities, and all other property held or owned by the City of Charlotte with respect to the Airport, real or personal, tangible or intangible, and includes all cash and cash equivalents and checking, investment, and demand deposit bank accounts held by the City pertaining to or generated from revenues of the Airport, including, without limiting the generality hereof, amounts on deposit in or with respect to the Discretionary Fund, the Cannon Fund, the Revenue Fund, the Operating Fund, the Bond Funds, the Debt Service Funds, the Construction Funds, the Capital Projects Funds, Passenger Facility Charges, Contract Facility Charges, and all other funds and accounts of the City with respect to the Airport. This Article does not impair the City's obligations to servants and employees of the Commission and bondholders of the City's

General Airport Revenue Bonds, and including, without limiting the generality hereof, the obligations under the Revenue Bond Order adopted November 18, 1985, and all Series Resolutions issued under the Bond Order, the Special Facility Bond Order adopted May 11, 1987, and all Series Resolutions adopted under the Special Facility Bond Order, and the Taxable Special Facility Revenue Bonds (Consolidated Car Rental Facilities Project) Series 2011 General Trust Indenture and the Series Indenture, Number 1, both dated November 1, 2011, and all agreements and understandings with respect to trustee(s) or paying agent(s) of the City's airport revenue bonds, letters of credit, or other credit facilities of the City with respect to airport revenue bonds, and all leases, licenses, options to purchase, and other encumbrances on the Airport Property and Airport Facilities, whether or not those encumbrances are recorded. Any such payments shall be made by the City through the Commission under the terms of such contracts first with funds under the jurisdiction of the Commission. This act does not affect the title of any property. If the property was titled to the City of Charlotte prior to enactment of this Article, that title remains with the City.

(b) The Commission acts on behalf of the City with respect to all rights, duties, and obligations of the City in any commercial or development agreements pertaining to or related to the Airport Property and Airport Facilities that are in effect at the time of the transfer, and any commercial agreements, development agreements, and other contracts of the City pertaining to or related to the Airport Property and Airport Facilities that are in effect on enactment of this Article remain in effect.

(c) The Commission, on behalf of the City, shall:

- (1) Honor and be bound by all pending or executory land or real property purchase contracts by the City with respect to property and lands to be acquired for and in connection with the Airport.
- (2) Honor and be bound by all existing rules and regulations of the Aviation Department of the City of Charlotte with respect to the Airport, including the Airport Security Plan, until such rules and regulations shall be amended by the Commission in accordance with the provisions of this Article.
- (3) Honor and be bound by all existing contracts of the City with third-party concessionaires and management contractors with respect to the Airport.
- (4) Honor and be bound by all existing contracts and grant agreements of the City with respect to the Airport.
- (5) Be deemed as a matter of law to have appointed as its initial Executive Director the Aviation Director of the City of Charlotte as of February 14, 2013, with initial compensation and benefits of the initial Executive Director being the same compensation and benefits as were being received from the City of Charlotte on February 14, 2013, and the initial Executive Director shall be entitled as a matter of law to the continuation of the rights and benefits extended to him or her under the existing retirement system of the City.
- (6) Be deemed as a matter of law to have adopted initially the employment and human resources policies of the Commission, such policies of the City as they applied to employees of the Airport on the effective date of this Article, and the Commission shall be deemed to have adopted the current employee handbook of the City applicable to the Airport until the Commission adopts different policies or a different employee handbook.

"Section 5.60. Assistance by City.

Upon the request of the Executive Director of the Commission, the City shall continue to provide such services to the Commission as it currently provides to the Airport Department and shall receive as compensation therefor from the Commission such amount as is appropriate for such services as provided by OMB Circular A-87 until the Commission shall direct the City to terminate such services.

"Section 5.61. Employees.

(a) The employees assigned to the City's Aviation Department or under the direction of the Aviation Director as of the date of enactment of this Article are administratively assigned to the Commission and shall be employed in accordance with this Article as provided by Section 5.56 of this Charter and compensated by the Commission (the "Airport Employees").

(b) Following the time this bill becomes law, the Airport Employees shall continue to receive, until provided otherwise by the Commission through the adoption of new personnel

policies as provided by this Article, all employment benefits currently available to the Airport Employees, including, but not limited to, health care benefits, retirement benefits, disability insurance, life insurance, and accrued time off or leave, and the Commission shall promptly reimburse the City the costs of providing such benefits.

"Section 5.61A. Annual Reports.

The Commission shall make annual reports to the Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, and Union County Boards of Commissioners and the Council setting forth a summary of its general operations and transactions conducted by it pursuant to this Article.

"Section 5.62. Statutory Construction.

The powers of the Commission created by this Article shall be construed liberally in favor of the Commission. No listing of powers included in this Article is intended to be exclusive or restrictive, and the specific mention of, or failure to mention, particular powers in this act shall not be construed as limiting in any way the general powers of the Commission as stated in Section 5.56 of this Charter. It is the intent of this Article to grant the Commission full power and right to exercise all authority necessary for the effective operation and conduct of the Commission. It is further intended that the Commission should have all implied powers necessary or incidental to carrying out the expressed powers and the expressed purposes for which the Commission is created. The fact that this Article specifically states that the Commission possesses a certain power does not mean that the Commission must exercise such power unless this Article specifically so requires.

"Section 5.63. Initial Guidance.

In its initial decisions, the Commission shall consider the consultant recommendations made to the City in 2013 concerning governance of the Airport."

SECTION 4.(a) There is created as an agency of the City of Charlotte the Charlotte Douglas International Airport Oversight Committee (Committee), which shall consist of five members appointed as follows:

- (1) One by the Governor.
- (2) One by the President Pro Tempore of the Senate.
- (3) One by the Speaker of the House of Representatives.
- (4) One by the Mayor of the City of Charlotte.
- (5) One by the City Council of the City of Charlotte.

SECTION 4.(b) The Committee shall monitor the actions of the Charlotte Douglas International Airport Commission (Commission) established by this act and make regular reports and recommendations, if needed (including, but not limited to, an interim report in June of 2014 and a final report in June of 2015) to the Mayor and City Council on the following points:

- (1) Whether the Charlotte Douglas International Airport (Airport) continues to be one of the best performing and lowest cost major hub airports.
- (2) Whether that Airport finances are completely separate from those of the State or of any local government.
- (3) Whether the Airport contracts and pays for only the services it needs and uses, including services from the State or from any local government.
- (4) Whether the Airport continues to have a compensation system that enables it to attract and retain top talent.
- (5) Whether the operations of the Commission comply with the provisions of this act.

SECTION 4.(c) The initial meeting of the Committee shall be called by the mayoral appointee or by any three members. A quorum is three members. The Committee may adopt other rules of procedure that do not conflict with State law.

SECTION 4.(d) This section expires and the Committee terminates July 1, 2015.

SECTION 5. If any provision of this act or its application is held invalid, the invalidity does not affect other provisions or applications of this act that can be given effect without the invalid provisions or application, and to this end the provisions of this act are severable.

SECTION 6. This act is effective when it becomes law.
In the General Assembly read three times and ratified this the 26th day of July, 2013.

s/ Tom Apodaca
Presiding Officer of the Senate

s/ Thom Tillis
Speaker of the House of Representatives



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

County Manager - Request from the Town of Midland for a Sewer Easement Across Wallace Park Property

BRIEF SUMMARY:

The Town of Midland is planning improvements to provide sanitary sewer services to additional parts of the town. The planned improvements include the construction of a new sewer line across property obtained by the County for a southern regional park. This sewer line is to be constructed through an agreement with the Water & Sewer Authority of Cabarrus County (WSACC), which recently approved the project and budget for that purpose. The Town is responsible for obtaining easements for the sewer line and representatives of the Town will be in attendance to present background on the project and to request an easement from the County.

REQUESTED ACTION:

Direct staff on how to proceed with negotiating the agreement with the Town of Midland.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Letter](#)
 - [Map of planned sewer improvements](#)
-



TOWN OF MIDLAND

PO Box 589 • 4293-B Hwy. 24/27 E • Midland, NC 28107

Town Office: 704-888-2232 • Town Fax: 704-888-2234

townofmidland@midlandnc.us • www.townofmidland.us

Dear Mayor Padgett and the Concord City Council,

On behalf of the Midland Town Council, I am writing to request the City of Concord to formally bring the following request to the Water and Sewer Authority of Cabarrus County (WSACC) Board at their August 15 annual meeting:

Request: In order to extend sewer services into areas of environmental need and to ensure the adequacy of system expansion for future needs, in accordance with the long range plans adopted by WSACC, that WSACC participate in the upsizing of the gravity sewer line for Midland's Cabarrus Acres Phase 1 sewer project. The gravity line will be a WSACC owned and operated 15 inch diameter minimum line (with an 18 inch add alternate) identified as Cabarrus Acres Muddy Creek Interceptor 1 (CAMCI 1). The Town of Midland agrees to pay an acceleration fee for the line by participating in funding equal to the following: 1. Midland will provide the cost of 100% of the necessary surveying, easement acquisition and design engineering, and 2. Midland will provide 25% of the construction cost.

Background

The Concord-Midland Interlocal agreement was adopted by both municipalities in the Fall of 2012. Per the agreement, the Town of Midland may provide the funds and/or regulatory action that expands the sewer system in the Midland jurisdiction. When those projects are completed, the lines are turned over to the City of Concord to own and operate unless the lines are funded by loan monies in which case Midland owns the lines for the duration of the loan collateralization and then the Town turns the lines over to the City of Concord.

One of the first projects since the Interlocal Agreement is Cabarrus Acres Phase 1 sewer project. Initial drafts of the project included a pump station, which is not ideal. However, in working with the project engineers, McGill Associates, Concord and WSACC staff, Midland has found an option that would avoid the pump station in the Cabarrus Acres Phase 1 sewer project and use a gravity interceptor sewer line.

The interceptor sewer line would run along Muddy Creek to the WSACC main trunk line. The potential gravity line has been identified as Cabarrus Acres Muddy Creek Interceptor 1 (CAMCI 1). CAMCI 1's course goes across the future Wallace Park property owned by Cabarrus County. Because this line serves multiple public purposes, WSACC staff is comfortable recommending to the WSACC Board that the gravity line be a WSACC owned and operated line. Since the line would serve multiple public purposes, WSACC staff recommends that the line is upgraded from an 8inch to a 15 inch line with an 18 inch add alternate included in bid documents.

The CAMCI 1 line is actually already identified in WSACC's Southern and Eastern Area Wastewater Study by Arcadis in 2005. Since the line construction would occur earlier than anticipated, WSACC staff



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suggests Midland pay an acceleration fee as part of the line project cost. WSACC staff is comfortable recommending to the WSACC board that Midland pay 100% of the survey, acquisition and design engineering cost, and 25% of the CAMCI 1 line construction cost. Based on the engineer's preliminary estimates of \$587,000 for the 18 inch line alternative, Midland would pay \$55,000 in survey and design engineering costs and (25%) in construction costs.

The Midland Town Council recognizes the cost savings in the project for the Town and is extremely grateful for the staffs of all entities working together to assist in this matter. We are also hopeful that the City of Concord and WSACC boards can help us in moving this forward and is thankful it is being considered.

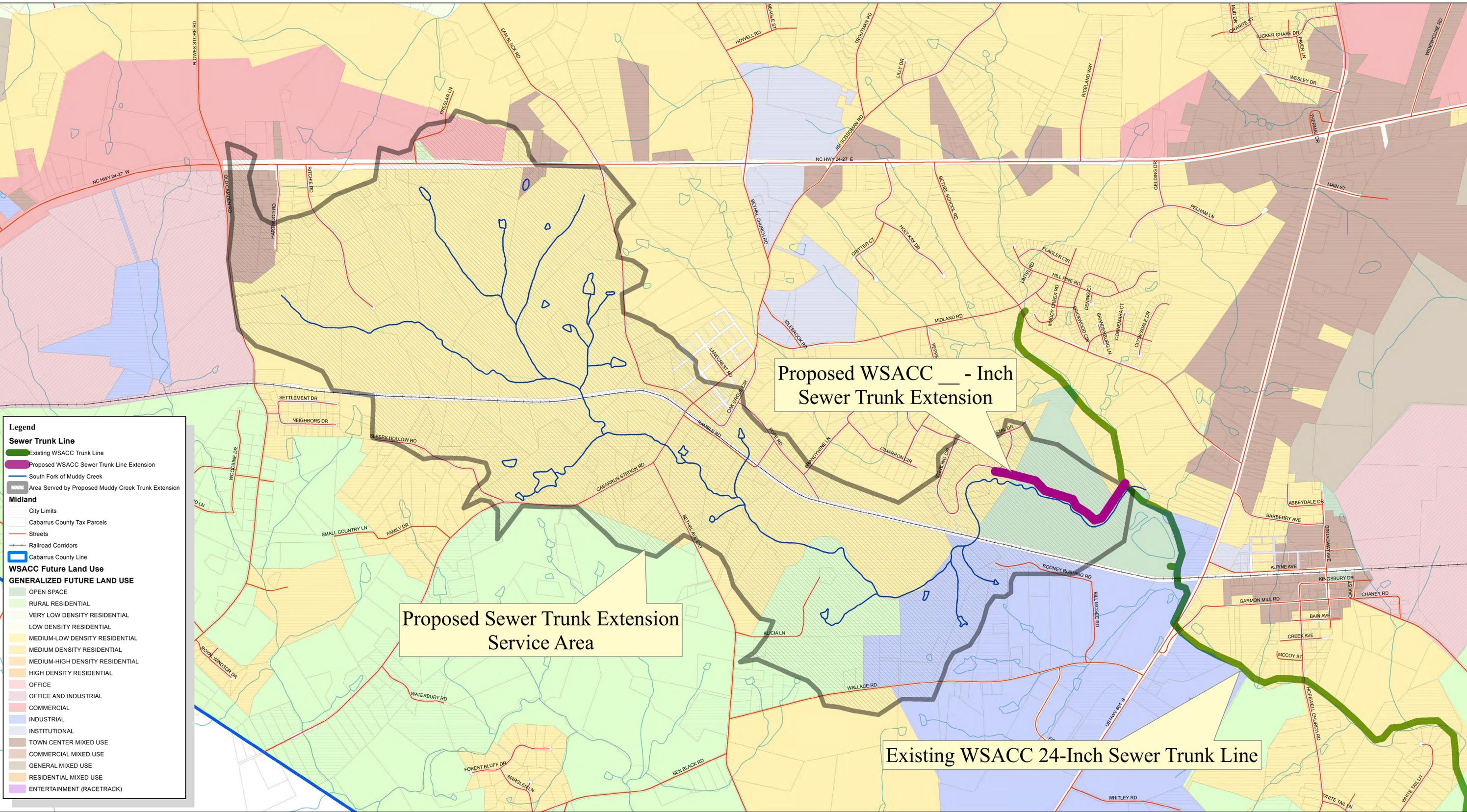
Mindful of the savings cost saving, the Town of Midland staff has made another find in examining beyond the boundaries of the Cabarrus Acres sewer project. Cabarrus Acres Phase 2 offers the possibility to eliminate another pump station owned and operated by the City of Concord. This involves extending a gravity sewer line up to and across Midland Road to Bethel Elementary School, which is currently served by a pump station. The cost savings through WSACC's participation in CAMCI 1 during Phase 1 of Cabarrus Acres, could be applied to the Midland Road gravity sewer extension for Phase 2 of the Cabarrus Acres project, eliminating the burden of the existing Midland Road pump station.

Thank you for considering Council's request. If there are any questions, please feel free to contact me at 704-425-0729 OR Midland Town staff at 704-888-2232.

Sincerely,

Kathy Kitts, Mayor
Town of Midland

CC: Coleman Keeter, Director, WSACC
CC: Brian Hiatt, Manager, City of Concord



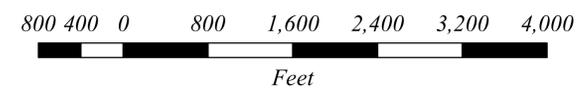
- Legend**
- Sewer Trunk Line**
- Existing WSACC Trunk Line
 - Proposed WSACC Sewer Trunk Line Extension
 - South Fork of Muddy Creek
 - Area Served by Proposed Muddy Creek Trunk Extension
- Midland**
- City Limits
 - Cabarrus County Tax Parcels
 - Streets
 - Railroad Corridors
 - Cabarrus County Line
- WSACC Future Land Use**
- GENERALIZED FUTURE LAND USE**
- OPEN SPACE
 - RURAL RESIDENTIAL
 - VERY LOW DENSITY RESIDENTIAL
 - LOW DENSITY RESIDENTIAL
 - MEDIUM-LOW DENSITY RESIDENTIAL
 - MEDIUM DENSITY RESIDENTIAL
 - MEDIUM-HIGH DENSITY RESIDENTIAL
 - HIGH DENSITY RESIDENTIAL
 - OFFICE
 - OFFICE AND INDUSTRIAL
 - COMMERCIAL
 - INDUSTRIAL
 - INSTITUTIONAL
 - TOWN CENTER MIXED USE
 - COMMERCIAL MIXED USE
 - GENERAL MIXED USE
 - RESIDENTIAL MIXED USE
 - ENTERTAINMENT (RACETRACK)

Town of Midland, North Carolina
Planning Services Department
 4293-B Hwy 24-27 East
 PO Box 589
 Midland, NC 28107

*This map represents public data available on date of publication. For legal clarification please consult an Attorney or Surveyor on all matters pertaining to land ownership. Aerial images provided "As-Is" by Bing.com Maps and Cabarrus Co. 2011 Aerial photography.

Midland - Muddy Creek Basin Proposed Sewer Trunk Extension

4/23/2013



TOWN OF MIDLAND



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

County Manager - Revision to Chapter 78, Article III Code of Ordinances

BRIEF SUMMARY:

The Water & Sewer Authority of Cabarrus County (WSACC) has made changes to their Sewer Use Ordinance (SUO) to include new federal and state regulations. This ordinance allows WSACC to implement their pretreatment program for wastewater. There is an agreement between WSACC and Cabarrus County that requires the County to adopt an SUO that is the same as WSACC. That ordinance is included in Chapter 78, Article III of the Code of Ordinances. A revised text copy of the SUO is attached, showing the changes made to the ordinance.

REQUESTED ACTION:

Schedule a public hearing for the regular meeting on August 19, 2013.

Motion to adopt the Ordinance Amending Chapter 78, Article III, of the Code of Ordinances.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Code of Ordinance amendment ordinance](#)
 - [Revised Sewer Use Ordinance](#)
-

**Ordinance Amending Chapter 78, Utilities
of the Code of Ordinances in Cabarrus County, North Carolina**

Be it ordained by the Cabarrus County Board of Commissioners that Chapter 78, Article III, Sewer Use of the Code of Ordinances in Cabarrus County, North Carolina is hereby amended to read as follows:

Article III. – Sewer Use

Revised text file of Chapter 78, Article III attached.

Adopted this the 19th day of August, 2013.
Effective: September 1, 2013.

Elizabeth F. Poole, Chairman
Board of Commissioners

ATTEST:

Megan Smit, Clerk to the Board

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SECTION I - GENERAL PROVISIONS

1.1 Purpose and Policy

This ordinance sets forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the Water and Sewer Authority of Cabarrus County, hereafter referred to as WSACC, and enables WSACC to comply with all applicable State and Federal laws including the Clean Water Act (33 United States Code 1251 et seq.) and the General Pretreatment Regulations (40 CFR, Part 403).

The objectives of this ordinance are:

- (a) To prevent the introduction of pollutants and wastewater discharges into the wastewater treatment system which will interfere with the operation of the system or contaminate the resulting sludge;
- (b) To prevent the introduction of pollutants and wastewater discharges into the wastewater treatment system which will pass through the system, inadequately treated, into any waters of the State or otherwise be incompatible with the system;
- (c) To promote reuse and recycling of industrial wastewater and sludges from the wastewater treatment system;
- (4) To protect both WSACC's personnel who may be affected by sewage, effluent, and sludge in the course of their employment as well as protecting the general public;
- (5) To provide for equitable distribution of the cost of operation, maintenance and improvement of the wastewater treatment plant; and
- (6) To ensure that WSACC complies with its NPDES or Non-discharge Permit conditions, sludge use and disposal requirements and any other Federal or State laws to which the wastewater treatment system is subject.

This ordinance provides for the regulation of direct and indirect contributors to the wastewater treatment system, through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This ordinance shall apply to all users of the municipal wastewater treatment system, as authorized by N.C.G.S. 160A-312 and/or 153A-275. WSACC shall designate an administrator of the Publicly Owned Treatment Works or POTW and pretreatment program hereafter referred to as the Executive Director. Except as otherwise provided herein, the Executive Director shall administer, implement, and enforce the provisions of this ordinance and shall be responsible for operating and maintaining the wastewater treatment system. Any powers granted to or imposed upon the Executive Director may be delegated by the Executive Director to other WSACC personnel.

By discharging wastewater into the WSACC wastewater treatment system, industrial users located within or outside the WSACC service area agree to comply with the terms and conditions established in this ordinance, as well as any permits, enforcement actions, or orders issued hereunder. This includes all industrial users discharging in the wastewater collection system owned by the City of Charlotte.

1.2 Definitions And Abbreviations

- (a) Unless the context specifically indicates otherwise, the following terms and phrases, as used in this ordinance, shall have the meanings hereinafter designated:

- (1) **Act or the Act.** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251. et. seq.
- (2) **Approval Authority.** The Director of the Division of Water Quality of the North Carolina Department of Environment and Natural Resources or his designee.
- (3) **Authorized Representative of the Industrial User:**
 - (i) If the industrial user is a corporation, authorized representative shall mean:
 - a) the president, secretary, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or
 - b) the manager of one or more manufacturing, production, or operation facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - (ii) If the industrial user is a partnership or sole proprietorship, an authorized representative shall mean a general partner or the proprietor, respectively.
 - (iii) If the industrial user is a Federal, State or local government facility, an authorized representative shall mean a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility or their designee.
 - (iv) The individuals described in paragraphs i-iii above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company and the written authorization is submitted to WSACC.
 - (v) If the designation of an authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section must be submitted to the Executive Director prior to or together with any reports to be signed by an authorized representative.
- (4) **Biochemical Oxygen Demand (BOD), 5 day (BOD₅).** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty (20) degrees Celsius; usually expressed as a concentration (milligrams per liter (mg/l)).
- (5) **Boundaries of WSACC or Service Area.** The service area includes Cabarrus County and that portion of the City of Kannapolis located within Rowan County.
- (6) **Building Sewer.** A sewer conveying wastewater from the premises of a user to the POTW.
- (7) **Bypass.** The intentional diversion of waste streams from any portion of a user's treatment facility.
- (8) **Cabarrus Health Alliance.** The Public Health Authority of Cabarrus County d.b.a. Cabarrus Health

Alliance.

- (9) **Categorical Standard or National Categorical Pretreatment Standard.** Any regulation containing pollutant discharge limits promulgated by the Environmental Protection Agency in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1347) which applies to a specific category of industrial users and which appears in 40 CFR Chapter 1, Subchapter N, Parts 405-471.
- (10) **Chemical Toilets.** The structures used to collect human wastes at mass gatherings, construction sites and labor work camps.
- (11) **Chemical Oxygen Demand (COD).** The quantity of equivalent oxygen utilized in the chemical oxidation of organic matter as measured by standard laboratory methods as set out in this ordinance, expressed in parts per million.
- (12) **Color.** The true color due to substances in solution which cause any variation in the hue of the receiving stream and is expressed in parts per million.
- (13) **Control Authority.** Refers to the POTW organization if the POTW organization's Pretreatment Program approval has not been withdrawn.
- (14) **Cooling Water.** The water discharged from any use such as air conditioning, cooling or refrigeration during which the only pollutant added to the water is heat.
- (15) **Domestic Wastewater/Sewage.** Liquid wastes from the noncommercial preparation, cooking and handling of food; or containing human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities and institutions.
- (16) **Environmental Protection Agency (EPA).** The U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.
- (17) **Executive Director.** The chief administrative officer of the ~~Water and Sewer Authority of Cabarrus County.~~ **Control Authority or his/her delegate.**
- (18) **Grab Sample.** A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.
- (19) **Hearing Authority.** The Executive Director, WSACC Attorney, and ~~Operations~~ **Facilities** Director or duly appointed deputies, agents or representatives thereof.
- (20) **Holding Tank Waste.** Any waste from holding tanks, including but not limited to such holding tanks as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.
- (21) **Indirect Discharge.** The discharge or the introduction from any non-domestic source regulated under section 307(b), (c), or (d) of the Act, (33 U.S.C. 1317), into the POTW (including holding tank waste discharged into the system).
- (22) **Industrial User or User.** Any person which is a source of indirect discharge.
- (23) **Industrial Waste.** Non-domestic wastewater, including but not limited to, process or operational wastewater, groundwater remediation discharges, contaminated storm water or surface water remediation discharges, and any other non-domestic liquid waste from industrial and commercial

establishments.

- (24) **Infiltration.** The water entering a sewer system including sewer service connections from the ground through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls. Infiltration does not include, and is distinguished from, inflow.
- (25) **Inflow.** The water discharged into a sewer system including service connections from such sources as but not limited to roof leaders, cellar, yard and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface runoff, street washwaters or drainage. Inflow does not include, and is distinguished from, infiltration.
- (26) **Interference.** ~~A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits and/or disrupts~~ **The inhibition, or disruption of the POTW collection system, its treatment processes and/or operations, and/or its sludge processes, use, or disposal, which causes or contributes to a violation of any requirement of the Control Authority's NPDES, collection system, or Non-discharge Permit or prevents sewage sludge use or disposal in compliance with specified applicable State and Federal statutes, regulations, or permits. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with section.** ~~Interference shall include, but not be limited to, a discharge which alone or in conjunction with a discharge or discharges from other sources causes, in whole or in part, a violation(s) of one or more of WSACC's NPDES permits and/or Non-Discharge Permit(s), and/or to the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulation(s): Section 405 of the Act, (33 U.S.C. 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA)(42 U.S.C. 6901, et seq.), the Clean Air Act, the Toxic Substances Control Act, the Marine Protection Research and Sanctuary Act (MPRSA) or more stringent than State criteria (including those contained in any State Sludge Management Plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.~~
- (27) **Local Permit.** A permit issued by WSACC allowing wastewater discharge into the POTW pursuant to requirements in this ordinance for users that do not meet the criteria of an SIU or propose to discharge pump and haul wastes.
- (28) **Maximum Daily Discharge.** The total concentration or mass of a pollutant discharged from all production periods during a twenty-four (24) hour calendar day.
- (29) **Medical Waste.** Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
- (30) **National Prohibitive Discharge Standard or Prohibitive Discharge Standard or Prohibited Discharges.** Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of this ordinance and are developed under the authority of 307(b) of the Act and 40 CFR, Section 403.5.
- (31) **New Source.**
- (i) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Categorical pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with section Section 307(c), provided that:

- (A) the building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - (B) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (C) the production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (ii) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of section 30(i)(B) or 30(i)(C) above but otherwise alters, replaces, or adds to existing process or production equipment.
 - (iii) For purposes of this definition, construction of a new source has commenced if the owner or operator has:
 - (A) Begun, or caused to begin as part of a continuous on-site construction program:
 - (1) Any placement, assembly, or installation of facilities or equipment; or
 - (2) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the replacement, assembly, or installation of new source facilities or equipment; or
 - (B) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.
- (32) **Nitrogen (NH₃) as ammonia.** The initial product in the decomposition of nitrogenous organic matter as measured by using standard laboratory methods, as set out in this ordinance, expressed in mg/l.
 - (33) **Non-Contact Cooling Water or Wastewater.** Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
 - (34) **Non-discharge Permit.** ~~A disposal system permit issued by the State pursuant to N.C.G.S. 143-215.1.~~ A permit issued by the State pursuant to G.S. 143-215.1(d) for a waste which is not discharged directly to surface waters of the State or for a wastewater treatment works which does not discharge directly to surface waters of the State.
 - (35) **Non-domestic Wastewater /Sewage.** Liquid wastes resulting from the processes employed in industrial, manufacturing, trade or business establishments, as distinct from domestic wastes.
 - (36) **NPDES or National Pollutant Discharge Elimination System.** A permit issued pursuant to Section

402 of the Act (33 U.S.C. 1342) or pursuant to N.C.G.S. 143-215.1 by the State under delegation from EPA.

- (37) **Pass Through.** A discharge which exits the POTW into waters of the State in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, causes a violation, including an increase in the magnitude or duration of a violation, of ~~the Control Authority's any requirement and/or limit established in the POTW's NPDES, collection system, Permit(s) and/or Non-discharge Permit(s) and/or of any standard established in~~ or a downstream water quality standard **even if not included in the permit.**
- (38) **Person.** Any individual, firm, company, partnership, co-partnership, corporation, association, joint stock company, trust, estate, governmental entity, limited liability company or partnership, or any other legal entity, or their legal representatives, agents or assigns. This definition includes all Federal, State, and local government entities.
- (39) **pH.** A measure of the acidity or alkalinity of a substance, expressed as standard units, and calculated as the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution. A pH value of 7.0 is neutral, above 7.0 is alkaline and below 7.0 is acid.
- (40) **Pollutant.** Any "waste" as defined in N.C.G.S. 143-213 (13) and dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, **metals**, BOD, COD, toxicity, **or and** odor).
- (41) **Pollutant of Concern (POC).** Any pollutant which might reasonably be expected to be discharged to the POTW in quantities which could pass through or interfere with the POTW, contaminate the sludge, or jeopardize any POTW worker's health and/or safety.
- (42) **POTW Treatment Plant.** The portion of the POTW designed to provide treatment to wastewater.
- (43) ~~**Pretreatment or Treatment.** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.~~
Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW collection system and/or treatment plant. The reduction or alteration may be obtained by physical, chemical, or biological processes, or process changes or other means, except as prohibited by 40 CFR Part 403.6(d).
- (44) **Pretreatment Program.** The program for the control of pollutants introduced into the POTW from non-domestic sources which was developed by WSACC in compliance with 40 CFR, 403.8 and approved by the State as authorized by N.C.G.S. 143-215.3(a)(14) in accordance with 40 CFR 403.11.
- (45) **Pretreatment Requirements.** Any substantive or procedural requirement related to pretreatment, other than a pretreatment standard.
- (46) ~~**Pretreatment Standards or Standards.** Prohibited discharge standards, categorical pretreatment~~

standards, or and local limits which applies to an industrial user.

- (47) **Process Wastewater.** Any water which, during manufacturing or processing, comes into direct contact with or results from the production of or use of any raw material, intermediate product, finished product, byproduct, or waste product.
- (48) **Properly Shredded Garbage.** The wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- (49) **Publicly Owned Treatment Works (POTW).** A treatment works (or a combination thereof), as defined by Section 212 of the Act, (33 U.S.C. 1292) which is owned in this instance by WSACC. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances which convey wastewater to the POTW treatment plant, plant and sewer maintenance personnel, and microorganisms associated with the treatment process itself. For the purposes of this ordinance, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside WSACC who are, by contract or agreement with WSACC, or in any other way, users of WSACC's POTW.
- (50) **Pump and Haul Waste.** Excess sludge from domestic septic tank systems, biological treatment plants with an NPDES permit and/or wastewater from portable sanitary privies, including domestic sewage and/or industrial waste.
- (51) **Receiving Water.** The specific waters of the State receiving the effluent discharged from the POTW treatment plant.
- (52) **Sanitary Sewer.** A sewer intended to receive domestic sewage and non-domestic waste, except that of type expressly prohibited by this ordinance, without the admixture of surface water and storm water.
- (53) **Severe Property Damage.** Substantial physical damage to property, damage to the user's treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- (54) **Significant Industrial User or SIU.** An industrial user which that discharges non-domestic wastewater into a publicly owned treatment works and which that:
 - (A) discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewaters); or has an average daily process wastewater flow twenty five thousand (25,000) gallons per day or more; or
 - (B) contributes process wastewater which makes up five percent or more of the NPDES or Non-discharge permitted flow limit or five percent or more of the maximum allowable headworks loading of the POTW treatment plant for any POTW pollutant of concern; or contributes more than five (5) percent of any design or treatment capacity (i.e. allowable pollutant load) of the POTW treatment plant receiving the discharge; or
 - (C) is subject to Categorical Pretreatment Standards under 40 CFR Part 403.6 and 40 CFR chapter I, Subchapter N, Parts 405-471; or is required to meet a national categorical

~~pretreatment standard; or~~

- (D) ~~is designated as such by the Control Authority on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation, or for violating any Pretreatment Standard or requirement, or for contributing to violations of the POTW's effluent limitations and conditions in its NPDES or non-discharge permit, or for limiting the POTW's sludge disposal options. is found by WSACC, the Division of Water Quality or the U.S. Environmental Protection Agency (EPA) to have the potential for impact, either singly or in combination with other contributing industrial users, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or compliance with any pretreatment standards or requirements.~~
- (E) ~~subject to Division approval under 15A NCAC 02H .0907(b), the Control Authority may determine that an Industrial User meeting the criteria in paragraphs (A) and (B) above has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standards or requirement, the POTW's effluent limitations and conditions in its NPDES or non-discharge permit, or for limiting the POTW's sludge disposal options, and thus is not a Significant Industrial User.~~
- (F) ~~subject to Division approval under 15A NCAC 02H .0907(b), the Control Authority may determine that an Industrial User meeting the criteria in paragraph (C) above meets the requirements of 40 CFR Part 403.3(v)(2) and thus is a Non-Significant Categorical Industrial User.~~
- (G) ~~subject to Division approval under 15A NCAC 02H .0907(b), the Control Authority may determine that an Industrial User meeting the criteria in paragraph (A), (B) or (C) above meets the requirements of 40 CFR Part 403.12(e)(3) and thus is a Middle Tier Significant Industrial User. Sampling and inspection requirements may be cut in half as per 40 CFR Parts 403.8 (f)(2)(v)(C).and 403.12 (e)(3).~~

(55) **Significant Noncompliance or SNC.** The status of noncompliance of a Significant Industrial User when one or more of the following criteria are met. Additionally, any Industrial User which meets the criteria in Subparagraph (b)(35), Parts (C), (D), or (H) shall also be SNC.

~~A status of a user's noncompliance defined as follows:~~

- (i) ~~Violations of wastewater discharge limits.~~
- (A) ~~Chronic violations. Sixty-six percent or more of the measurements exceed (by any magnitude) the same daily maximum limit or the same average limit in a six-month period. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all the measurements taken for the same pollutant parameter (not including flow) during a six month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR Part 403.3(l);~~
- (B) ~~Technical Review Criteria (TRC) violations. Thirty-three percent or more of the measurements equal or exceed the applicable TRC multiplied by the daily maximum limit or the monthly average limit in a six-month period. There are two groups of TRCs: For conventional pollutants (BOD, TSS, fats, oil and grease) TRC = 1.4 For all other pollutants TRC = 1.2~~

For pH any value less than or equal to 4.5 or greater than or equal to 12.5.

Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR Part 403.3(l) multiplied by the applicable TRC; (TRC = 1.4 for BOD, TSS, fats, oil and grease, 1.2 for all other pollutants (except flow and pH);

- (C) ~~Any other violation(s) of an effluent limit (average or daily maximum) that the control authority determines has caused, alone or in combination with other discharges, interference or pass-through; or endangered the health of the POTW personnel or the public.~~
Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR Part 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Control Authority and/or POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
 - (D) ~~Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under paragraph (f)(1)(vi)(B) of 40 CFR 403.8 to halt or prevent such a discharge.~~
Any discharge of a pollutant or wastewater that has caused imminent endangerment to human health, welfare or to the environment or has resulted in either the Control Authority's or the POTW's, if different from the Control Authority, exercise of its emergency authority under 40 CFR Part 403.8(f)(1)(vi)(B) and Section [8.1(e)] of this SUO to halt or prevent such a discharge;
 - (E) Violations of compliance schedule milestones, contained in a pretreatment permit or enforcement order, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.
 - (F) Failure to provide reports for compliance schedule, self-monitoring data ~~and/or reports~~, baseline monitoring reports, 90-day compliance reports, and periodic compliance reports within ~~45~~ 30 days from the due date.
 - (G) Failure to accurately report noncompliance.
 - (H) Any other violation or group of violations ~~that the Control Authority and/or POTW which WSACC determines will adversely affect the operation or implementation of the local pretreatment program to include, but not be limited to, any violation of this ordinance and/or permit issued in accordance with WSACC's pretreatment program.~~ that the Control Authority and/or POTW which WSACC determines will adversely affect the operation or implementation of the local pretreatment program to include, but not be limited to, any violation of this ordinance and/or permit issued in accordance with WSACC's pretreatment program.
- (56) **Slug Load or Discharge.** Any discharge at a flow rate or concentration which has a reasonable potential to cause interference or pass-through, or in any other way violates the POTW's regulations, local limits, or industrial user permit conditions. This can include but is not limited to spills and other accidental discharges; discharges of a non-routine, episodic nature; a non-customary batch discharge; or any other discharges that can cause a violation of the prohibited discharge standards in Section 2.1 of this ordinance.
- (57) **Standard Industrial Classification (SIC).** A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987.

- (58) **State.** The State of North Carolina, Department of Environment and Natural Resources, Division of Environmental Management, or any duly authorized representative thereof.
 - (59) **Storm Water.** Any flow occurring during or following any form of natural precipitation and resulting therefrom.
 - (60) **Suspended Solids or Total Suspended Solids.** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by approved laboratory filtering methods.
 - (61) **Toxic Pollutant.** Any pollutant or combination of pollutants listed as toxic in the regulations promulgated by the administrator of the EPA under the provisions of the Clean Water Act, section 307(a), or other acts.
 - (62) **Unpolluted Water.** Water not containing any pollutants limited or prohibited by the effluent standards in effect, or water whose discharge will not cause any violation of receiving water quality standards.
 - (63) **Upset.** An exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed pretreatment facilities, inadequate pretreatment facilities, lack of preventive maintenance, or careless or improper operation.
 - (64) **User.** Any person who contributes, causes or permits the contribution of wastewater into the POTW or proposes such a contribution, including persons who contribute such wastes from mobile sources.
 - (65) **Wastewater.** The liquid and water-carried, industrial and/or domestic wastes, from dwellings, commercial buildings, industrial facilities, mobile sources, treatment facilities, and/or institutions together with any groundwater, surface water, and/or storm water that may be present, whether treated or untreated, which are contributed into or permitted to enter the POTW.
 - (66) **Wastewater Discharge Permit.** The permit required by Section 4.2 of this ordinance.
 - (67) **Waters of the State.** All streams, ~~rivers, brooks, swamps, sounds, tidal estuaries, bays, creeks, lakes, waterways, reservoirs~~ lakes, ponds, marshes, watercourse, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.
 - (68) **WSACC.** The Water and Sewer Authority of Cabarrus County, the Executive Director or his designee.
- (b) This ordinance is gender neutral and the masculine gender shall include the feminine and vice-versa.
 - (c) Shall is mandatory; may is permissive or discretionary.
 - (d) The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.
 - (e) The following abbreviations when used in this ordinance, shall have the designated meanings:
- 1.3** Abbreviations

~~(a) This ordinance is gender neutral and the masculine gender shall include the feminine and vice-versa. Shall is mandatory; may is permissive or discretionary. The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.~~

~~(b) The following abbreviations, when used in this ordinance, shall have the designated meanings:~~

- ~~(1) BOD₅—Five (5) day Biochemical Oxygen Demand~~
- ~~(2) CFR - Code of Federal Regulations~~
- ~~(3) COD - Chemical Oxygen Demand~~
- ~~(4) DENR – Department of Environment and Natural Resources~~
- ~~(5) EPA - Environmental Protection Agency~~
- ~~(6) gpd – Gallons per day~~
- ~~(7) mgd – Million gallons per day~~
- ~~(8) mg/l - Milligrams per liter~~
- ~~(9) NCAC - North Carolina Administrative Code~~
- ~~(10) N.C.G.S. - North Carolina General Statutes~~
- ~~(11) NH₃ - Nitrogen Ammonia~~
- ~~(12) NOV – Notice of Violation~~
- ~~(13) NPDES - National Pollution Discharge Elimination System~~
- ~~(14) O & M - Operation and Maintenance~~
- ~~(15) POTW - Publicly Owned Treatment Works~~
- ~~(16) RCRA - Resource Conservation and Recovery Act~~
- ~~(17) SIC - Standard Industrial Classification~~
- ~~(18) SIU – Significant Industrial User~~
- ~~(19) SWDA - Solid Waste Disposal Act, 42 U.S.C. 6701, et. seq.~~
- ~~(20) TSS - Total Suspended Solids~~
- ~~(21) U.S.C. - United States Code~~
- ~~(22) WSACC – Water & Sewer Authority of Cabarrus County~~

SECTION 2 - GENERAL SEWER USE REQUIREMENTS

2.1 Prohibited Discharge Standards

(a) **General Prohibitions.** No user shall contribute or cause to be contributed into the POTW, directly or indirectly, any pollutant or wastewater which causes interference or pass through. These general prohibitions apply to all users of the POTW whether or not the user is a SIU or subject to any National, State, or local pretreatment standards or requirements.

(b) **Specific Prohibitions.** No user shall contribute or cause to be contributed into the POTW the following pollutants, substances, or wastewater:

- (1) **Explosive mixtures.** Any pollutant(s) which, either alone or by interaction with an other pollutant(s), creates a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit (sixty (60) degrees Celsius) using the test methods specified in 40 CFR 261.21.
- (2) **Solid or viscous substances.** Solid or viscous substances in amounts which will cause obstruction of the POTW resulting in interference but in no case solids greater than one half inch in any dimension. Prohibited materials include but are not limited to: grease, uncomminuted garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent

grains, spent hops, wastepaper, wood, tar, plastic, asphalt residues, residues from refining or processing of fuel or lubricating oil, ground paper products, and material from grinders, residues or solids from a pretreatment facility, and similar substances.

- (3) **Petroleum, cutting or mineral oils.** Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.
- (4) **Corrosive wastes.** Any wastewater having a pH less than 5.0 or more than 9.0 or wastewater having any other corrosive property capable of causing damage to the POTW(s) or equipment.
- (5) **POTW interference.** Any wastewater containing pollutants, including oxygen-demanding pollutants, (BOD, etc.), released in a discharge at a flow volume, flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, to cause interference with the POTW.
- (6) **Temperature limit.** Any wastewater having a temperature greater than one hundred fifty (150) degrees Fahrenheit (sixty-six (66) degrees Celsius), or which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four (104) degrees Fahrenheit (forty (40) degrees Celsius).
- (7) **Toxic gases.** Any pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- (8) **Truck or hauled pollutants.** Any truck or hauled pollutants, except at discharge points designated by the Executive Director in accordance with Section 2.9 of this ordinance.
- (9) **Oils and grease.** Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100 mg/l unless authorized by the Executive Director.
- (10) **Noxious materials.** Any noxious or malodorous solids, liquids or gases, or other wastewater which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- (11) **Improperly shredded garbage.** Garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the public sewers, with no particle greater than one-half inch in any dimension.
- (12) **Radioactive wastes.** Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the Executive Director in compliance with applicable State or Federal regulations.
- (13) **Toxic substances.** Any wastewater discharge which alone or in combination with other wastewater causes the treatment plant effluent to violate State Water Quality Standards for toxic substances as described in 15A NCAC 2B .0200.
- (14) **Unpolluted waters.** Storm water, surface water, ground water, artisan well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water and unpolluted industrial wastewater, unless specifically authorized by the Executive Director. No person shall connect or cause to be connected to the sanitary sewer system any pipe or conduit which will allow discharge from any inflow sources listed in this section into the sanitary sewer system.

- (15) **Cloth or textile waste.** Any clothing rags, textile remnants or waste, cloth, scraps, except fibers of scrap that will pass through a one-fourth-inch mesh screen or its equivalent in screening ability, provided such fibers do not interfere with the normal operation of the treatment plant.
- (16) **Fixed solids limit.** Any waters or wastes in which the total fixed solids exceed one thousand five hundred (1,500) mg/l.
- (17) **Excessive discharge rate and/or concentration.** Any pollutant released in a discharge at a flow volume, flow rate and/or pollutant concentration, which will, either singly or by interaction with other pollutants, cause the POTW to violate any of its NPDES and/or state disposal system permits or the receiving water quality standards.
- (18) **Excessive residues.** Any pollutant released in a discharge at a flow volume, flow rate and/or pollutant concentration, which either singly or by interaction with other pollutants, may cause the POTW's effluent or any other product of the POTW, such as residues, sludges, or scums, to be unsuitable for reclamation and recycling or to interfere with the reclamation process. In no case, shall a substance discharged to the POTW cause the POTW to be in noncompliance with applicable local, State or Federal sludge use or disposal guidelines.
- (19) **Heavy metals.** Any waters or wastes containing amounts of arsenic, cadmium, chromium, copper, lead, nickel, zinc, or other heavy metals which exceed national categorical standards, local limits, interfere with treatment efficiency or sludge disposal criteria or cause the POTW to exceed NPDES permit limitations.
- (20) **Poisons.** Any waters or wastes containing cyanide or other such poisonous substances.
- (21) **Interfering solids.** Any waters or wastes containing suspended solids of such character and quality that unusual attention or expense is required to handle such materials at the POTW.
- (22) **Color.** Any wastewater which imparts color and passes through the POTW treatment plant, including, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts sufficient color to the treatment plant's effluent thereby violating any State or Federal regulations pertaining to the effluent from the plant or the receiving water
- (23) **Pretreatment sludges.** Any removed substances to include, but not be limited to, sludges, screenings or other residues from the pretreatment of wastewater.
- (24) **Medical wastes.** Any medical wastes, except as specifically authorized by the Executive Director in a wastewater discharge permit.
- (25) **Ammonia compounds.** Any material containing ammonia, ammonia salts, or other chelating agents which will produce metallic complexes that interfere with the wastewater treatment system.
- (26) **Hazardous waste.** Any material that would be identified as hazardous waste according to 40 CFR Part 261 if not disposed of in a sewer except as may be specifically authorized by the Executive Director,
- (27) **Human or animal parts.** Recognizable portions of the human or animal anatomy.
- (28) **Toxicity.** Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.

- (29) **Excessive foaming.** Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the wastewater treatment system.
 - (30) **Explosive limit.** At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter.
 - (31) **Discharge of untreated wastewater.** Within the boundaries of WSACC, it shall be unlawful for any person to discharge to any outlet, other than a sanitary sewer, any domestic or industrial waste except where suitable treatment has been provided in accordance with provisions of this ordinance or where an appropriate NPDES permit has been obtained.
 - (32) **Alkyl Phenol Ethoxylates (APEs).** Any compounds containing APEs shall be prohibited due to the inhibiting and toxic effect of APEs on the biological treatment at the POTW. Linear alcohol ethoxylates, a more readily biodegradable surfactant, may be substituted for APEs.
 - (33) **Equipment damage.** Any wastewater containing chemicals, either singly or by interaction with other chemicals, to cause operational problems or damage to the POTW process equipment and/or collection system.
- (c) Pollutants, substances, wastewater, or other wastes prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW. All floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility before connecting with the system.
 - (d) When the Executive Director determines that a user(s) is contributing to the POTW any of the above enumerated substances in such amounts which may cause or contribute to interference of the POTW operation or pass through, the Executive Director shall:
 - 1) Advise the user(s) of the potential impact of the contribution on the POTW in accordance with Section 8.1; and
 - 2) Take appropriate actions in accordance with Section 4 for such user to protect the POTW from interference or pass through.

2.2 National Categorical Pretreatment Standards

Users subject to categorical pretreatment standards are required to comply with applicable standards as set out in 40 CFR Chapter 1, Subchapter N, Parts 405-471 and incorporated herein.

- (a) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Executive Director may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).
- (b) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Executive Director shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).
- (c) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

- (d) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.
- (e) A user may request a removal credit adjustment to a categorical standard in accordance with 40 CFR 403.7.

2.3 Industrial Waste Survey and Local Limits

An Industrial Waste Survey is required prior to a user discharging wastewater containing in excess of the following average discharge limits.

BOD --	300	MG/L
COD --	675	MG/L
TSS --	250	MG/L
NH ₃ -	15	MG/L
Aluminum -	1.80	MG/L
Arsenic -	0.003	MG/L
Cadmium -	0.003	MG/L
Copper -	0.090	MG/L
Chromium -	0.020	MG/L
Cyanide -	0.015	MG/L
Lead -	0.049	MG/L
Mercury -	0.0003	MG/L
Nickel -	0.021	MG/L
Silver -	0.005	MG/L
Zinc -	0.176	MG/L
Total Oil & Grease -	100	MG/L

Industrial Waste Survey information will be used to develop user-specific local limits when necessary to ensure that the POTW's maximum allowable headworks loading is not exceeded for particular pollutants of concern. User-specific local limits for appropriate pollutants of concern shall be included in wastewater permits. The Executive Director may impose mass limits in addition to, or in place of, concentration-based limits.

2.4 Rule of Stringency

The most stringent limitations and requirements on pretreatment of discharges to a POTW in effect, whether imposed by WSACC, state or federal government, shall apply. The user will be required to implement such pretreatment as necessary to comply with the applicable standards.

2.5 Right Of Revision

WSACC reserves the right to establish limitations and requirements which are more stringent than those required by either State or Federal regulation if deemed necessary to comply with the objectives presented in Section 1.1 of this ordinance or the general and specific prohibitions in Section 2.1 of this ordinance, as is allowed by 40 CFR 403.4.

2.6 Dilution

No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or

complete substitute for adequate treatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, unless expressly authorized by an applicable pretreatment standard, or in any other pollutant-specific limitation developed by WSACC or State.

2.7 Pretreatment of Wastewater

(a) Pretreatment Facilities

Users shall provide wastewater treatment as necessary to comply with this ordinance, and wastewater permits issued under Section 4.2 of this ordinance and shall achieve compliance with all national categorical pretreatment standards, local limits and the prohibitions set out in Section 2.1 of the ordinance within the time limitations as specified by the EPA, the State, or the Executive Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Users shall not discharge wastewater requiring treatment either directly or indirectly to WSACC's wastewater treatment system without first notifying and obtaining approval from the Executive Director. Detailed plans for the pretreatment facilities signed and sealed by a North Carolina Professional Engineer shall be delivered to and received by WSACC for review and an "Authorization to Construct" shall be issued by WSACC prior to construction of the pretreatment facilities. The user shall be solely responsible for the design, construction and operation of such pretreatment facilities as may be necessary to comply with the provisions of this ordinance. The review of such plans and operating procedures and the issuance of the "Authorization to Construct" will in no way relieve the user from the responsibility of modifying the facilities as necessary to produce an effluent acceptable to WSACC under the provisions of this ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by the Executive Director prior to the user's initiation of the changes.

(b) Additional Pretreatment Measures

- (1) Whenever deemed necessary, the Executive Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this ordinance. Suspension of wastewater treatment service shall be subject to Section 8.1(f).
- (2) Grease, oil and sand interceptors shall be provided when, in the opinion of the Executive Director, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All restaurants and slaughtering operations shall have grease interceptors or grease removal facilities. All interception units shall be of type and capacity approved by the Executive Director and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at their expense.
- (3) Flow Equalization. The Executive Director may require any person discharging into the POTW to install and maintain, on the property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization. Such facility shall have a capacity of at least eighty (80) percent of the normal volume of one (1) twenty four hour production period of wastewater and outlet to the sewer controlled by a waterworks-type controller, or other approved device, the setting of which shall be directed by the Executive Director.
- (4) Control Manhole. Any person discharging non-domestic wastewater into WSACC's sanitary sewer

shall construct and maintain a suitable control manhole to facilitate observation, measurements and sampling of all wastewater including domestic wastewater from the industry. The control manhole shall be constructed downstream from any treatment, storage or other approved system at a suitable and satisfactory location and built in a manner approved by the Executive Director or his designee.

- (5) Measuring Device. Where a storage tank is not required, the control manhole shall be equipped with a permanent type volume measuring device such as a nozzle, or other device approved by the Executive Director. The manhole shall be installed by the person discharging the wastewater at his own expense and shall be maintained by him so as to be safe, accessible and in proper operating condition at all times.
- (6) Interrupted Service Note. Notice shall be given to the Executive Director or his designee when normal industry will be interrupted for seventy two (72) hours or longer and wastewater will not be available for discharge, or when a change of process is contemplated or malfunction of the treatment facility occurs or is anticipated which will alter demands on the wastewater treatment facilities. Normal operations shall include allowance for legal holidays and other announced plant shutdowns.
- (7) Users with the potential to discharge flammable substances may be required to install, maintain and operate, at the user's expense, an approved combustible gas detection meter.
- (8) WSACC may require a user, who has the potential to discharge wastewater in violation of pretreatment standards, to install, maintain, and operate at the user's expense, an approved pH controller and meter related to pH.

Plans for the construction of the equalization tank, control manhole, controlling devices, and volume measuring devices shall be approved by the Executive Director prior to the beginning of construction.

2.8 Accidental Discharge/Slug Control Plans

- (a) The Executive Director shall evaluate whether each significant industrial user needs a plan or other action to control or prevent slug discharges as defined in Section 1.2 (a)(55). All SIUs must be evaluated within one year of being designated an SIU. The Executive Director may require any user to develop, submit for approval, and implement such a plan or other specific action. Alternatively, the Executive Director may develop such a plan for any user.
- (b) Facilities to prevent accidental or slug discharges of prohibited materials shall be provided and maintained at the owner's or user's expense. Detailed plans of the facilities and operating procedures must be delivered to and received by WSACC for review before construction of the facility. Completion of an accidental or slug discharge plan may be required before a wastewater discharge permit will be issued. Review of such plans and operating procedures shall not relieve the SIU from the responsibility of modifying the SIU's facilities as necessary to meet the requirements of this ordinance.
- (c) All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential or spills, and other accidental discharge, discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug load. Also, see Sections 5.5 and 5.6.
- (d) An accidental discharge/ slug control plan shall address, at a minimum, the following:
 - (1a) Description of discharge practices, including non-routine batch discharges;
 - (2b) Description of stored chemicals;

- (3e) Procedures for immediately notifying the Executive Director and the POTW of any accidental or slug discharge, as required by Section 5.6 of this ordinance; and
- (4d) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

2.9 Pump and Haul Wastewater Procedures

Any person engaging in the transport of septage, wastes from chemical toilets or other liquid or semi-liquid wastewater for the purpose of disposal shall be referred to herein as contract haulers. Contract haulers shall be allowed to empty wastewater permitted by this subsection into the sewer system at designated structures located at the POTW subject to the following limitations and conditions:

- (a) Any contract hauler proposing to discharge pump and haul wastes to the POTW must first apply for and receive from the State of North Carolina Department of Environment and Natural Resources – Solid Waste Division a permit to operate a septage management firm and discharge such waste to the POTW. The permit number must be prominently displayed by the contract hauler on the cab of the truck or on the tank in which sludge or waste is transported.
- (b) The contract hauler must apply for and receive a discharge permit from WSACC, accompanied by the applicable fee prior to discharging to the POTW. By accepting the permit to introduce septic tank sludge and chemical toilet wastes derived only from domestic sources into the sewer system the contract hauler agrees to dump or empty such sludge and waste only at designated structures, at such times as are established by the POTW, and to maintain these structures and the area surrounding them in a proper condition of cleanliness. Such waste shall not violate Section 2 of this ordinance or any other requirements established by WSACC.
- (c) The contract hauler shall not empty into the sewer system any grease trap wastes.
- (d) The contract hauler shall not empty into the sewer system any industrial wastes without prior written approval from WSACC. The contract hauler must provide any and all information, including sampling analysis, requested by the Executive Director.
- (e) In addition to permit requirements, WSACC may require the contract hauler to provide with every load a representative sample of the waste to be discharged. For any sampling and analysis conducted by WSACC on the pump and haul waste, WSACC may include the cost incurred for such sampling and analysis on the contract hauler's next sewer usage bill. The contract hauler may also be required to provide the name, address and phone number of the customer for which the sample was provided.
- (f) Upon failure to maintain structures in a proper condition of cleanliness, failure to have a currently valid permit from the North Carolina Department of Solid Waste or failure to pay charges due to WSACC as hereinafter provided, WSACC may deny a contract hauler permission to dispose of waste into the sewer system and/or revoke or suspend the discharge permit. WSACC will notify the Cabarrus Health Alliance and/or State of such denial of permission to any contract hauler.
- (g) Failure of the contract hauler to comply in accordance with the ordinance or discharge permit or the submission of false or misleading information on an application may result in revocation of permit and/or penalties as provided for in Section 8.

- (h) The contract hauler is responsible for any and all damages resulting from improper handling and/or spillage.
- (i) User fees shall be established at a rate to recover the cost of treatment and administration of the contract hauler program. Fees and payment policy shall be approved by the Board of Directors and shall be paid in accordance with the procedure established by the Executive Director.

SECTION 3 - FEES

3.1 Purpose

It is the purpose of this section to provide for the recovery of costs from users of WSACC's wastewater disposal system for the implementation of the program established herein. The applicable charges or fees shall be set forth in WSACC's schedule of charges and fees by the Executive Director and approved by the Board of Directors. A copy of these charges and fees will be made available from the Executive Director.

3.2 User Charges

A user charge shall be levied on all users including, but not limited to persons, firms, corporations or governmental entities that discharge, cause or permit the discharge of sewage into the POTW.

- (a) The user charge shall reflect at least the cost of debt service, operation and maintenance (including replacement) of the POTW.
- (b) Each user shall pay its proportionate cost based on volume of flow.
- (c) The Executive Director shall review annually the sewage contributions of users, the total costs of debt service, operation and maintenance of the POTW and will make recommendations to the Board of Directors for adjustments in the Rate Schedule as necessary.
- (d) Charges for flow to the POTW not directly attributable to the users shall be distributed among all users of the POTW based upon the volume of flow of the users.

3.3 Surcharges

All industrial users of the POTW are subject to industrial waste surcharges on discharges which exceed the following levels:

BOD -	300	MG/L
COD -	675	MG/L
TSS -	250	MG/L
NH ₃ -	15	MG/L
Oil/Grease -	100	MG/L
Aluminum -	1.80	MG/L
Arsenic -	0.003	MG/L
Cadmium -	0.003	MG/L
Copper -	0.090	MG/L
Chromium -	0.020	MG/L
Cyanide -	0.041	MG/L

Lead -	0.049	MG/L
Mercury -	0.0003	MG/L
Nickel -	0.021	MG/L
Silver -	0.005	MG/L
Zinc -	0.176	MG/L

The amount of the surcharges will be based upon the volume of flow and the character and concentration of the constituents of the wastewater discharged in excess of the levels listed above. An industrial user shall never increase the amount of water to dilute pollutant concentrations to avoid or reduce surcharges.

- (a) The volume of flow used in determining the total discharge of wastewater for payment of user charges and surcharges shall be based on the following:
 - (1) Metered water consumption as shown in the records of meter readings maintained by WSACC. If a person discharging wastewater into the public sewers produces evidence to the Executive Director that a significant percent of the total annual volume of water used for all purposes does not reach the public sewers, then an estimated percentage of total water consumption to be used in determining non-domestic wastewater discharge may be agreed upon between the Executive Director and the person discharging such non-domestic wastewater into the public sewer. The Executive Director shall ascertain whether substantial evidence has been provided to prove a significant percent of water does not reach the public sewers; or
 - (2) If required by WSACC or at the individual discharges option, other flow monitoring devices which measure the actual volume of wastewater discharged to the sewer. Such devices shall be accessible and safely located, and the measuring system shall be installed in accordance with plans approved by WSACC and the governing municipality. The metering system shall be installed and maintained at the user's expense according to arrangements that may be made with WSACC.
 - (3) Where any user procures all or part of his water supply from sources other than WSACC, the user shall install and maintain at his own expense water meters of a type approved by WSACC for the purposes of determining the proper volume of wastewater discharged to such sewers.
- (b) The character and concentration of the constituents of wastewater used in determining surcharges shall be determined by samples collected and analyzed by WSACC. Samples shall be collected in such manner as to be representative of the actual discharge and shall be analyzed using procedures set forth in 40 CFR Part 136.
- (c) The determination by the Executive Director or his duly appointed representatives of the character and concentration of the wastewater discharge shall be binding as a basis for charges.
- (d) Any source that discharges non-domestic wastewater in excess of the levels listed above may be subject to surcharges.
- (e) The Executive Director may assess surcharges to users to recover any additional costs incurred by WSACC for the handling and disposal of sludge.

3.4 Pretreatment Program Administration Charges

The schedule of charges and fees adopted by WSACC may include charges and fees for:

- (a) reimbursement of costs of setting up and operating the pretreatment program;

- (b) monitoring, inspections and surveillance procedures;
- (c) reviewing slug control plans, including accidental and/or slug load discharge procedures and construction plans and specifications;
- (d) permitting; and
- (e) other fees as WSACC may deem necessary to carry out the requirements of the pretreatment program.

3.5 Application and Renewal Fees

- (a) The initial application of a user to discharge to the POTW shall include an application fee. This fee is for staff costs in reviewing said application and will not be refunded if a determination is made that the proposed facility does not need to participate in the pretreatment program.
- (b) Each time a wastewater discharge permit or septage discharge permit is renewed, a permit renewal fee shall be collected to cover staff time and resources.

3.6 Residential, Commercial and Unpermitted Non-domestic Users

Regular sewer service fees and charges will be assessed to each residential, commercial and unpermitted non-domestic user for the use of the sewer systems to recover the costs incurred for the operation and administration of the collection and wastewater treatment systems.

3.7 Penalties for Failure to Pay

Payment of charges, fees, and assessments shall be made monthly and shall be due as specified on the bill. If any charges remain after the specified due date, a notice will be sent and a penalty will be applied to the unpaid balance in accordance with the terms and conditions governing payments set by the Board of Directors.

3.8 Termination of Services

- (a) If any charges remain, after the final due date set by the Executive Director in accordance with Board of Directors policy and procedures, water and sewer services may be terminated. Before services can be reinstated, the balance must be paid in full.
- (b) In addition, failure to pay in a timely manner may cause WSACC to initiate action to revoke a user's wastewater discharge permit.
- (c) Any discharge by the user after revocation of the wastewater discharge permit will be subject to a fine of twenty-five thousand dollars (\$25,000.00) per day for as long as the discharge continues without a valid permit.

SECTION 4 - WASTEWATER DISCHARGE PERMIT APPLICATION AND ISSUANCE

4.1 Wastewater Dischargers

- (a) It shall be unlawful for any person to connect or discharge to the POTW without first obtaining the permission

of WSACC. Any user proposing to discharge any industrial waste to the POTW or who is now doing so must make application to WSACC for a wastewater discharge permit.

- (b) Any industrial user proposing to change the volume or characteristics of an existing discharge shall request from WSACC a determination as to whether or not a new application should be filed and shall provide sufficient information on the proposed change to enable WSACC to determine the need for a new application. If the proposed change requires a revision in a current SIU or local permit or requires a different type of permit be issued, the user shall apply to WSACC for an appropriate wastewater discharge permit within 45 days of the notification.
- (c) When requested by the Executive Director, a user must submit information on the nature and characteristics of its wastewater within thirty (30) days of the request. The Executive Director is authorized to prepare a form for this purpose and may periodically require users to update this information.
- (d) Any person discharging or proposing to discharge wastewater into the POTW shall be responsible at all times for determining the volume and characteristics of its existing or proposed discharge.

4.2 Wastewater Discharge Permit Requirements

- (a)(1) All persons meeting one or more of the requirements of an SIU of this ordinance shall obtain an industrial user pretreatment permit prior to the commencement of construction or operations which will result in a discharge to the POTW. Existing industrial users who are determined by the Executive Director to be SIUs shall obtain an industrial user pretreatment permit within 180 days of receiving notification of the Executive Director's determination.

For purposes of this definition, construction or operation has commenced if the owner or operator has:

- (i) Begun, or caused to begin as part of a continuous on-site construction program:
 - (A) Any placement, assembly, or installation of facilities or equipment; or
 - (B) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the replacement, assembly, or installation of new source facilities or equipment; or
 - (ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial obligation under this definition in accordance with that Section with the provisions as stated in 40 CFR 403.3.(K).
- (2) Users who do not fit the SIU criteria may at the discretion of the Executive Director be required to obtain a local pretreatment permit as necessary to carry out the purposes of this ordinance.
 - (3) Any violation of the terms and/or conditions of a wastewater discharge permit shall be deemed a violation of this ordinance. Obtaining a wastewater discharge permit does not relieve a Permittee of the continuing obligation to comply with all Federal and State pretreatment standards and/or requirements or with any other requirements of Federal, State and local law.

(b) Significant Industrial User Determination

All persons proposing to discharge non-domestic wastewater, or proposing to change the volume or characteristics of an existing discharge of non-domestic wastewater shall request from the Executive Director a significant industrial user determination. If the Executive Director determines or suspects that the proposed discharge fits the significant industrial user criteria he will require that a significant industrial user permit application be filed.

(c) Industrial User Wastewater Survey & Permit Application

Users required to obtain an industrial user pretreatment permit shall complete and file with the Executive Director an application in the form prescribed by the Executive Director, and accompanied by the applicable fee in the amount prescribed in the Schedule of Charges and Fees. SIUs shall apply for a permit within 90 days after notification of the Executive Director's determination in Section 4.2 (a) above. In support of this application, the user shall submit, in units and terms appropriate for evaluation, the following information:

- (1) Name, address, location, (if different from the address);
- (2) Volume of wastewater to be discharged on a daily basis and over a specified timeframe;
- (3) Standard Industrial Classification (SIC) codes for pretreatment, the industry as a whole, and any processes for which categorical pretreatment standards have been promulgated;
- (4) Analytical data on wastewater constituents and characteristics including, but not limited to, those set forth in Section 2 of this ordinance, any of the priority pollutants {Section 307(a) of the Act} which the applicant knows or suspects are present in the discharge as determined by a reliable analytical laboratory, and any other pollutant of concern to the POTW; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended and as required in Section 5.10 and 5.11;
- (5) Time and duration of the indirect discharge;
- (6) Average daily and 30 minute peak wastewater flow rates, including daily, monthly and seasonal variations, if any;
- (7) Description of all pretreatment facilities, existing and proposed;
- (8) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, floor drains, sewer connections, direction of flow and appurtenances by size, location and elevation;
- (9) Description of activities, facilities and plant processes on the premises including all materials which are or could be accidentally or intentionally discharged;
- (10) List of all hazardous or toxic chemicals used in plant processes including information concerning handling, storage and potential for aqueous contact;
- (11) Number of employees and hours of operation of plant proposed or actual hours of operation of pretreatment system;
- (12) Where known, the nature and concentration of any pollutants in the discharge which are limited by WSACC, State or Federal Pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional Operation and Maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable Pretreatment standards;
- (13) If additional pretreatment and/or O&M will be required to meet the Pretreatment standards; the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:
 - (i) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. No increment in the schedule shall exceed nine (9) months.
 - (ii) No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to WSACC including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the

steps being taken by the user to return to the established schedule. In no event shall more than nine (9) months elapse between such progress reports to WSACC.

- (14) Each product produced by type, amount, process or processes and rate of production;
- (15) Type and amount of raw materials processed (average and maximum per day);
- (16) If subject to a categorical standard, a baseline monitoring report in accordance with 40 CFR 403.12(b) and 15A NCAC 2H .0908(a), as outlined in Section 5.1 of this ordinance;
- (17) **Description of current and projected waste reduction activities in accordance with G.S. 143-215.1(g);**
- (18) Any other information as may be deemed by WSACC to be necessary to evaluate the permit application.

(d) Application Signatories and Certification

All wastewater discharge permit applications and user reports must be signed by the current authorized representative of the user on file with the **Control Authority and/or Municipality** WSACC as defined in Section 1.2(a)(3) and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am an authorized representative of the user and am authorized to execute this certification on behalf of the user. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(e) Application Review and Evaluation

The Executive Director will evaluate the data furnished by the user and may require additional information.

- (1) The Executive Director is authorized to accept applications for WSACC and shall refer all applications to WSACC staff for review and evaluation.
- (2) Within 45 days of receipt of the application, the Executive Director shall acknowledge and accept the complete application; or if not complete, shall return the application to the applicant with a statement of what additional information is required.
- (3) The Executive Director may deny any incomplete application for a wastewater discharge permit if the applicant fails to submit all required information within the time specified by WSACC.

4.3 Wastewater Discharge Permit Issuance and Conditions

(a) Tentative Determination and Draft Permit

- (1) WSACC staff shall conduct a review of the application and an on-site inspection of the SIU, including any pretreatment facilities, and shall prepare a written evaluation and tentative determination to issue or deny the wastewater discharge permit.
- (2) If WSACC staff's tentative determination is to issue the permit, the following additional determinations shall be made in writing:

- (i) Proposed discharge limitations for those pollutants to be limited;
 - (ii) Monitoring requirements for pollutants which are suspected to be present but which are not proposed to be limited at the time the permit is issued. After issuance, the permit may be modified pursuant to Section 4.4 (b) to impose limits on one or more of such pollutants.
 - (iii) Where applicable, a proposed schedule of compliance, including interim dates and requirements, for meeting the proposed limitations to include, but not be limited to, installation of a new monitoring point and/or flow measuring equipment; and
 - (iv) A brief description of any other proposed special conditions which will have significant impact upon the discharge described in the application.
- (3) WSACC staff shall organize the determinations made pursuant to paragraphs (1) and (2) above and WSACC's general permit conditions into a wastewater discharge permit.

(b) Permit supporting documentation

The Control Authority staff shall prepare the following documents for all Significant Industrial User permits.

- (1) An allocation table (AT) listing permit information for all Significant Industrial Users, including but not limited to permit limits, permit effective and expiration dates, and a comparison of total permitted flows and loads with Division approved maximum allowable loadings of the POTW, including flow, on forms or in a format approved by the Division. The AT shall be updated as permits are issued or renewed, and as permits are modified where the permitted limits or other AT information is revised.
- (2) The basis, or rationale, for the pretreatment limitations, including the following:
 - (A) documentation of categorical determination, including documentation of any calculations used in applying categorical pretreatment standards; and
 - (B) documentation of the rationale of any parameters for which monitoring has been waived under 40 CFR Part 403.12(e)(2).

Permit Synopsis

~~A fact sheet providing a brief synopsis of the application shall be prepared by WSACC staff for submission to the applicant and, the approval authority and shall be made available to the public upon request. The contents of such fact sheets shall include at least the following information:~~

- ~~(1) A sketch and detailed description of the industrial facilities and pretreatment facilities including the location of all points of discharge to the POTW and all established compliance monitoring points.~~
- ~~(2) A quantitative description of the discharge described in the application which includes at least the following:

 - ~~(i) The rate or frequency of the proposed discharge; if the discharge is continuous, the average daily flow;~~
 - ~~(ii) The actual average daily discharge in pounds per day or concentration of any limited pollutant and any pollutant identified in the application as know or suspected present; and~~
 - ~~(iii) The basis for the pretreatment limitations including the documentation of any calculations in applying categorical pretreatment standards.~~~~

(c) Final Action On Wastewater Discharge Permit Applications

- (1) The Executive Director shall take final action on all applications not later than 90 days following receipt of a complete application.
- (2) The Executive Director is authorized to:
 - (A) Issue a wastewater discharge permit containing such conditions as are necessary to effectuate the purposes of this ordinance and N.C.G.S. 143-215.1;
 - (B) Issue a wastewater discharge permit containing time schedules for achieving compliance with applicable pretreatment standards and requirements;
 - (C) Modify any permit upon not less than 60 days notice and pursuant to Section 4.4 (b) of this ordinance;
 - (D) Revoke or suspend a permit pursuant to Section 8.1 of this ordinance;
 - (E) Deny a permit application when in the opinion of the Executive Director such discharge may cause or contribute to pass through or interference of or where necessary to effectuate the purposes of N.C.G.S. 143-215.1; and
 - (F) Determine, based on the application, that the applicant is not an SIU.

(d) Permit Conditions

- (1) The Executive Director ~~or designee~~ shall have ~~WSACC~~ ~~the authority~~ to grant a permit with such conditions attached as he believes necessary to achieve the purpose of this ordinance and N.C.G.S. 143-215.1. Wastewater discharge permits shall contain, but are not limited to, the following:
 - (A*i*) A statement of duration (in no case more than five years);
 - (B*ii*) A statement of non-transferability;
 - (C*iii*) Applicable effluent limits based on categorical standards or local limits or both;
 - (D*iv*) Applicable monitoring, sampling, reporting, notification, and record keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State and local law.
 - (E*v*) Requirements for notifying the POTW in the event of an accidental discharge or slug load as defined in Section 1.2(a)(55);
 - (F*vi*) Requirements to implement a plan or other controls for prevention of accidental discharges and/or slug loads as defined in Section 1.2(a)(55), if determined by the Executive Director to be necessary for the user ;
 - (G*vii*) Requirements for immediately notifying the POTW of any changes at its facility affecting the potential for spills and other accidental discharges, or slug load as defined in 1.2(a)(55). Also see Sections 5.5 and 5.6; and

(Hviii) A statement of applicable civil and/or criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule.

(2) In addition, permits may contain, but are not limited to, the following:

(Ai) Limits on the average and/or maximum rate and time of discharge, and/or requirements for flow regulation and equalization;

(Bii) Limits on the instantaneous, daily and/or monthly average and/or maximum concentration, mass, or other measure of identified wastewater pollutants or properties.

(Ciii) Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the wastewater treatment system.

(Div) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the wastewater treatment system.

(Ev) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the system.

(Fvi) Requirements for installation and maintenance of inspection and sampling facilities and equipment.

(Gvii) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.

(Hviii) Requirements for immediate reporting of any instance of noncompliance and for automatic resampling and reporting within thirty (30) days where self-monitoring indicates a violation(s).

(lix) Compliance schedules for meeting pretreatment standards and requirements.

(Jx) Requirements for submission of periodic self-monitoring or special notification reports.

(Kxi) Requirements for maintaining and retaining plans and records relating to wastewater discharges as specified in Section 5.13 and affording the Executive Director, or his designee, access thereto.

(Lxii) Requirements for prior notification and approval by the Executive Director of any new introduction of wastewater pollutants or of any significant change in the volume or character of the wastewater prior to introduction in the system.

(Mxiii) Requirements for the prior notification and approval by the Executive Director of any change in the manufacturing and/or pretreatment process used by the Permittee.

(Nxiv) A statement that compliance with the permit does not relieve the Permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the terms of the permit.

(Oxv) Other conditions as deemed appropriate by the Executive Director to ensure compliance

with this ordinance, and State and Federal laws, rules, and regulations.

(c) General and limited Conditions.

- (1) The Executive Director is authorized to establish one or more general conditions for inclusion in all wastewater discharge permits. In addition, the Executive Director is authorized to designate one or more classes of users and may establish one or more limited conditions for inclusion in all wastewater discharge permits issued to users in a designated class.
- (2) In designating a class, the Executive Director shall identify one or more common factors characterizing the members of such class and determine that at least five (5) permitted users satisfy all of such factors. Before a condition established or class designated pursuant to this subsection may take effect, written notice of such condition or class shall be given to all users holding a permit at the time that such condition or class is proposed and such users shall be allowed at least 30 days within which to submit written comments to the Executive Director. Thereafter, the Executive Director may make such condition or class effective without modification or may modify such condition or class without further notice to any person.
- (3) For each condition established pursuant to this subsection, the Executive Director shall determine the effective date thereof. From and after the effective date of each condition established pursuant to this subsection, every wastewater discharge permit which is issued, renewed, amended, or otherwise modified shall contain: every general condition which remains in effect; and, for each user in one or more classes designated pursuant to this subsection, every applicable limited condition.

~~(f) — Adjudicatory Hearing~~

~~(1) — Persons entitled to hearing. The following persons are entitled to a hearing pursuant to this section:~~

- ~~(a) — an applicant for a wastewater discharge permit or other permit required by this ordinance who is denied a permit or is granted a permit subject to conditions which are unacceptable to the applicant;~~
- ~~(b) — a user who is assessed a civil penalty pursuant to Section 8.2;~~
- ~~(c) — a user to whom an order is issued pursuant to Section 8.1(d) or (e).~~

~~(2) — Demand for hearing.~~

- ~~(a) — Any person entitled to a hearing pursuant to this section shall exercise such right as set forth in Section 4.3(f)(2)(b). Such demand shall be in writing and state separately each issue to be considered and such other matters as are hereinafter required.~~
- ~~(b) — Any person making a demand for a hearing shall deliver the demand to the Executive Director within the following applicable time limits after receipt of notice of the action to be heard:
 - ~~(i) — 30 days for the denial of a permit required by this ordinance or for the grant of a permit required by this ordinance subject to conditions which are unacceptable to the applicant;~~
 - ~~(ii) — 30 days of the assessment of a civil penalty;~~~~

(iii) — 20 days for a compliance order issued pursuant to Section 8.1(d);

(iv) — 10 days for a cease and desist order issued pursuant to Section 8.1(e).

(3) — Contents of demand. In the demand for a hearing to consider:

(a) — a permit granted subject to unacceptable conditions, the applicant must identify separately each unacceptable condition and every basis for such contention;

(b) — a civil penalty assessment, the person to whom such penalty was assessed must state separately each reason why such penalty should not be assessed or, if the user contends that the civil penalty was assessed in an improper amount, each reason why the amount of the penalty is improper; and

(c) — the issuance of an order, the person to whom such order is issued must identify separately each provision of the order which is improper and every basis for such contention.

(4) — Conduct of hearing.

(a) — The hearing shall be conducted by the Executive Director and shall be subject to such rules as have been approved by the Board of Directors or the Executive Director as hereinafter set forth. If the demand for a hearing is not made in accordance with the provisions of this section, the Executive Director shall reject the demand and any right to a hearing shall be terminated. If any person demanding a hearing shall fail to comply with an order of the Executive Director or with any rules issued by the Executive Director or approved by the Board of Directors concerning the conduct of the hearing, the Executive Director may reject the demand and any right to a hearing shall be terminated. Within ninety (90) days of the receipt of the written demand for a hearing, the Executive Director shall conduct a hearing and issue a final order or decision. The Executive Director shall transmit a copy of the final order or decision to the person demanding the hearing by registered or certified mail. No further review of the Executive Director's final order or decision will be allowed, except as set forth in Section 4.3(f)(7).

(b) — The Executive Director may submit rules to the Board of Directors for approval concerning the conduct of the hearing and any other matter associated with the hearing. Such rules may impose requirements in addition to the provisions of this section. Upon approval by the Board of Directors, such rules shall be as effective as if set forth in this section. The Executive Director shall make a copy of such rules available for inspection upon the request of any person.

(c) — The Executive Director is authorized to take any action which is reasonably necessary or convenient in considering a demand for a hearing and in resolving the issues raised therein so long as such action is not contrary to the provisions of this article, any rules approved by the Board of Directors or other applicable law.

(d) — The Executive Director may appoint a hearing officer to conduct any hearing authorized by this section. A hearing officer shall have the same authority to conduct a hearing and reach a decision as is provided to the Executive Director; provided that, the decision of the hearing officer shall not be final but shall be a recommended decision for consideration by the Executive Director. The Executive Director may approve such decision without change, reject the decision and require a new or continued hearing, or issue a different or revised decision which is supported by evidence presented at the

hearing. The Executive Director may refer a recommended decision of a hearing officer to the Chairman of the Board or his designee. In the event of a referral, the Chairman of the Board or his designee shall have the same authority to act upon a recommended decision of a hearing officer as is provided to the Executive Director. The decision of the Executive Director or, in the event of a referral, of the Chairman of the Board or his designee shall be final. A final order may provide that the action which is the basis for the demand for a hearing is approved without change or may modify such action in any manner that is supported by the evidence presented at the hearing.

(e) — The Executive Director may provide for any part of the hearing to be recorded by any reasonable means, including but not limited to, audio and/or video recording, stenographer, or court reporter. A transcript of any hearing, or part thereof, which is recorded need not be prepared unless requested. The original of a requested transcript shall be filed with the Executive Director. Each person shall bear the cost of the transcript which said person requests, including any copy thereof.

(5) — Stay of permit conditions pending hearing.

(a) — Except as provided in Section 4.3(f)(5)(d), each condition of a permit which has been included in a demand for a hearing in accordance with the provisions of this section is stayed and shall not take effect until the earliest occurrence of any one of the following circumstances: Such condition is approved or is modified by the Executive Director at an adjudicatory hearing; or the applicant and the Executive Director agree on the conditions of the permit. This subsection shall not be construed to stay any provision of this article or other applicable law.

(b) — Upon receipt of a demand for a hearing on a permit granted subject to unacceptable conditions, the Executive Director shall identify each provision to which no objection was made and such provisions shall remain in effect; provided that, if the Executive Director determines that it would be unreasonable for a provision to apply when all surrounding circumstances are considered, the Executive Director in his sole discretion may stay such provision until the time set forth in Section 4.3(f)(5)(a).

(c) — If the unacceptable permit is a renewal of an existing permit, each provision of the applicant's existing permit will remain in effect until the time set forth in Section 4.3(f)(5)(a) above; provided that such provision from the existing permit does not conflict with any provision of the unacceptable permit which is not stayed. In the event of a conflict, the provision from the unacceptable permit will control.

(e) — Any condition of a permit which is unacceptable to an applicant and which is included in a permit pursuant to Section 4.3 (d) shall remain in effect and shall not be stayed by the provisions of Section 4.3(f)(5)(a).

(6) — Stay of assessment; order.

(a)(i) — Each assessment of a civil penalty which has been included in a demand for a hearing in accordance with the provisions of this section is stayed and shall not take effect until the earliest occurrence of any one of the following circumstances: the assessment of the civil penalty is approved or is modified by the Executive Director at an adjudicatory hearing; or the person who is assessed the civil penalty and the Executive Director agree on the assessment.

- (ii) ~~If the assessment of a civil penalty against any person is approved or modified by the Executive Director at an adjudicatory hearing, the Executive Director may include the following provisions in any order or decision:~~
- (A) ~~said person may be required to pay said penalty within ten (10) days or such additional time as the Executive Director may specify;~~
 - (B) ~~if said penalty is not paid in a timely manner, the penalty will be delinquent and water and/or sewer service may be terminated to said person without further notice. If water and/or sewer service is terminated pursuant to a decision authorized by this subsection, the application charges and fees as set forth in Section 3 must be paid before service will be restored.~~
- (b) ~~Except as provided in Section 8.1(f) (suspension), each provision of an order which has been included in a demand for a hearing in accordance with the provisions of this section is stayed and shall not take effect until the earliest occurrence of any one of the following circumstances: such provision is approved or is modified by the Executive Director at an adjudicatory hearing; or the person to whom the order is directed and the Executive Director agree on the terms of the order. This subsection shall not be construed to stay any provision of this article or other applicable law.~~
- (c) ~~Upon receipt of a demand for a hearing on an order, the Executive Director shall identify each provision to which no objection was made and such provision shall remain in effect; provided that, if the Executive Director determines that it would be unreasonable for such provision to apply when all surrounding circumstances are considered, the Executive Director in his sole discretion may stay such provision until the time set forth in Section 4.3(f)(6)(b).~~
- (7) ~~Judicial review. Any person against whom a final order or decision of the Executive Director is made pursuant to the hearing conducted under Section 4.3(f), may seek judicial review of the order or decision by filing a written petition within thirty (30) days after receipt of notice of the order or decision, but not thereafter, with the Superior Court of Cabarrus County. If not previously requested, said person shall request in writing that a transcript be prepared for every part of the hearing which was recorded. Said request shall be made at or before the time that the petition is filed. A copy of the petition shall be served on WSACC in the manner required by law. Within thirty (30) days after service of a copy of the petition upon WSACC or such other time as may be ordered by the Court, WSACC shall prepare and transmit to the Court the original or a certified copy of the official record of the hearing as hereinafter set forth. The official record of the hearing shall consist of:~~
- (a) ~~all notices, motions and other similar documents;~~
 - (b) ~~all documentary and tangible evidence tendered at the hearing; and~~
 - (c) ~~the final order or decision. A transcript of each part of the hearing that was recorded shall be included in the official record as an exhibit, if available at the time the remaining portion of the official record is transmitted to the Court. If the transcript is not available at that time, it shall be transmitted to the Court as soon as reasonably possible after the transcript has been prepared. If testimony is taken and not recorded, a narrative summary of any testimony taken shall be prepared and transmitted to the court as an exhibit to the official record.~~
- (8) ~~The Executive Director may consider petitions for remission of civil penalties assessed pursuant to~~

~~this ordinance. A petition for remission shall be in writing and shall be signed by the persons against whom the civil penalty was assessed. The petition shall include: a waiver of any and all rights of the petitioner to an adjudicatory hearing and judicial review of the assessment; and a stipulation that the facts are correct as set forth in the document(s) assessing the civil penalty. The decision of the Executive Director on the petition shall be final and shall not be subject to further administrative or judicial review. In determining whether a petition for remission will be approved, the Executive Director shall consider recommendations and the following factors:~~

- ~~(a) whether one or more of the factors concerning the assessment of a civil penalty in Section 8.2 (c) were wrongly applied to the detriment of the petitioner;~~
 - ~~(b) whether the petitioner promptly abated continuing environmental damage resulting from the violation giving rise to the assessment;~~
 - ~~(c) whether the violation giving rise to the assessment was inadvertent or the result of an accident;~~
 - ~~(d) whether the petitioner has been assessed civil penalties for any prior violations pursuant to this ordinance or by any State or Federal authority enforcing substantially similar provisions;~~
 - ~~(d) whether payment of the civil penalty by the petitioner will prevent payment for any remaining, necessary remedial action.~~
- ~~(9) After submitting a petition for remission, the petitioner shall provide such additional information and records as may be reasonably necessary or convenient to the Executive Director's consideration of the petition. The Executive Director may remit the entire amount of a civil penalty only when the petitioner has not been assessed civil penalties for any prior violation of this Article or by State or Federal authority enforcing substantially similar provisions and the payment of the civil penalty will prevent payment of any remaining, necessary remedial action.~~

4.4 Permit Duration, Modification, Transfer, Reissuance

(a) Permits Duration

Permits shall be issued for a specified time period not to exceed five (5) years. A permit may be issued for a period less than one (1) year or may be stated to expire on a specific date.

(b) Permit Modification

- (1)** Modifications of permits shall be subject to the same procedural requirements as the issuance of permits except as listed below. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.
 - (A)** changes in the ownership of the discharge when no other change in the permit is indicated;
 - (B)** a single modification of any compliance schedule not in excess of four months;
 - (C)** modification of compliance schedules (construction schedules) in permits for new sources where the new source will not begin to discharge until control facilities are operational;

- (D) modifications of the monitoring program contained in the permit;
 - (E) to incorporate any new or revised Federal, State or local pretreatment standards or requirements;
 - (F) to address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
 - (G) a change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
 - (H) information indicating that the permitted discharge poses a threat to the POTW, the POTW personnel, or the receiving waters;
 - (I) violation of any terms or conditions of the wastewater discharge permit;
 - (J) misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
 - (K) revision or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
 - (L) to correct typographical or other errors in the wastewater discharge permit; or
 - (M) to reflect a transfer of the facility ownership or operation to a new owner or operator.
- (2) Within nine (9) months of the promulgation of a National categorical pretreatment standard, the wastewater discharge permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a National categorical pretreatment standard, has not previously submitted an application for a wastewater discharge permit or does not currently have an SIU permit, as required by section 4.2 (b), the user shall apply within 180 days after the promulgation of such standard.
- (3) A request for a modification by the Permittee shall constitute a waiver of the 60 day notice required by N.C.G.S. 143-215.1 (b) for modifications.

(c) Permit Transfer

- (1) Wastewater discharge permits are issued to a specific user for a specific operation. A Permittee may not assign, transfer, or sell a permit, or any right or obligation in a permit, to another user or person.
- (2) Wastewater discharge permits may be transferred to a new owner or operator only if the Permittee requests of WSACC a transfer at least sixty (60) days in advance of the proposed transfer and WSACC approves the wastewater discharge permit transfer. Within five (5) business days of the date of facility transfer, authorized representatives of the Permittee and the new owner or operator must give joint, written notice to WSACC of the date of transfer. If the transfer has been approved, WSACC shall take such steps as are necessary to document the transfer of the permit. The request to WSACC to transfer the permit must include a written certification in a form satisfactory to the Executive Director by the new owner or operator which:
- (A) States that without prior notification to and approval by WSACC, the new owner and/or operator agrees not to make any change or expansion in the manufacturing/production

and/or pretreatment process used by the Permittee, which has potential to impact the characteristics or volume of the discharge or the manner in which the discharge is regulated.

- (B) Identifies the specific date on which the proposed transfer is to occur; and
- (C) Acknowledges and accepts full responsibility for complying with all terms and provisions of the wastewater discharge permit to be transferred. Failure to comply fully with the provisions of this ordinance renders the wastewater discharge permit void as of the date of facility transfer.

(d) Permit Reissuance

A SIU shall apply for permit reissuance by submitting a complete permit application in accordance with Section 4.2 a minimum of 180 days prior to the expiration of the existing permit.

SECTION 5 - REPORTING REQUIREMENTS

5.1 Baseline Monitoring Reports

- (a) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing industrial users who are subject to the standard and are currently discharging to or scheduled to discharge to the POTW shall submit to the Executive Director a report which contains the information listed in paragraph (b) below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the Executive Director a report which contains the information listed in paragraph (b) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- (b) Users described above shall submit to the Executive Director the information set forth below.
 - (1) Identifying Information. The name and address of the facility, including the name of the operator and owner.
 - (2) Environmental Permits. A list of any environmental control permits held by or for the facility.
 - (3) Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
 - (4) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).
 - (5) Measurement of Pollutants.
 - (i) The categorical pretreatment standards applicable to each regulated process.
 - (ii) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Executive Director, of regulated pollutants in the

discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 5.10 of this ordinance.

- (iii) Sampling must be performed in accordance with procedures set out in section 5.11 of this ordinance and 40 CFR 403.12(b) and (g), including 40 CFR 403.12(g)(4).
- (6) Certification. A statement, reviewed by the user's current authorized representative as defined in Section 1.2(a)(3) and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
- (7) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 5.2 of this ordinance.
- (8) Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with Section 4.2(c) of this ordinance.

5.2 Compliance Schedule Progress Reports

The following conditions shall apply to all industrial users, who are required by WSACC to submit compliance schedules in conjunction with their baseline monitoring reports, interim permit limits or enforcement orders:

- (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (b) No increment referred to above shall exceed nine (9) months;
- (c) The user shall submit a progress report to the Executive Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- (d) In no event shall more than nine (9) months elapse between such progress reports to the Executive Director.

5.3 Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any industrial user subject to such pretreatment standards and requirements shall submit to the Executive Director a report containing the information described in section 5.1(b)(4-6) of this ordinance. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in

terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 4.2(c) of this ordinance.

5.4 Periodic Compliance Reports

- (a) All SIUs shall, at a frequency determined by the Executive Director but in no case less than once every six months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the applicable flows for the reporting period. Sampling and analysis must be performed in accordance with procedures set out in section 5.10 and 5.11 of this ordinance. All periodic compliance reports must be signed and certified in accordance with Section 4.2(c) of this ordinance.
- (b) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Executive Director, using the procedures prescribed in Section 5.10 and 5.11 of this ordinance, the results of this monitoring shall be included in the report.

5.5 Reports of Changed Conditions

Each user must notify the Executive Director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least sixty (60) days before the change. Failure of WSACC to respond does not relieve the industrial user from complying with this ordinance. **The permittee shall not begin the changes until receiving written approval from the Control Authority and/or Municipality.** See Section 5.6 (d) for other reporting requirements.

- (a) The Executive Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 4.2 of this ordinance.
- (b) The Executive Director may issue a wastewater discharge permit under Section 4.2 of this ordinance or modify an existing wastewater discharge permit under Section 4.2 of this ordinance in response to changed conditions or anticipated changed conditions.
- (c) ~~For purposes of this requirement, significant changes include, but are not limited to:~~
For purposes of this requirement, significant changes include, but are not limited to, flow or pollutant increases of twenty percent (20%) or greater; the discharge of any previously unreported pollutants; increases or decreases to production; increases in discharge of previously reported pollutants; discharge of pollutants not previously reported to the Control Authority; new or changed product lines; new or changed manufacturing processes and/or chemicals; or new or changed customers.
 - ~~(1) — for permitted industrial users, any change required to be reported under the wastewater discharge permit; and~~
 - ~~(2) — for non-permitted industrial users, flow increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.~~
- (d) Any industrial user filing a request for determination under Section 4.2 may not be required to file such a report under this section.
- (e) A report filed under this section does not relieve the industrial user from any requirement(s) under Section 4.2.

5.6 Reports of Potential Problems

- (a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, as defined in Section 1.2 (a) (54), that may cause potential problems for the POTW, the user shall immediately telephone and notify the POTW of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
- (b) Within five (5) days following such discharge, the user shall, unless waived by the Executive Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.
- (c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employee's who to call in the event of a discharge described in paragraph (a), above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.
- (d) All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for spills and other accidental discharge, discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug load as defined in Section 1.2 (a) (54).
- (e) WSACC shall evaluate whether the industrial user needs a plan to prevent the recurrence of the discharge. Such a plan shall address, at a minimum, the requirements set forth in Section 2.8 (b) (1-4).

5.7 Reports from Unpermitted Users

All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Executive Director as the Executive Director may require.

All users classified as Non-Significant Categorical Industrial Users under Section [1.2(a)(54)(F)] shall provide appropriate reports to the [POTW Director] as the [POTW Director] may require. At a minimum, this shall include the Annual Certification of continuing to meet the Non-Significant Categorical Industrial User criteria as required under 40 CFR 403.12(q).

5.8 Report Notice of Violation/Repeat Sampling and Reporting

- (a) If sampling performed by a user indicates a violation of this ordinance and/or applicable wastewater discharge permit, the user must notify the Executive Director within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Executive Director within thirty (30) days after becoming aware of the violation. If allowed by the Executive Director, the user is not required to resample:
 - (i) if the Executive Director monitors at the user's facility at least once a month; or
 - (ii) if the Executive Director samples between the user's initial sampling and when the user receives the results of this sampling.
- (b) If the Executive Director has performed the sampling and analysis in lieu of the industrial user does

~~not require the user to perform any self-monitoring~~ and the POTW sampling of the user indicates a violation, the Executive Director shall repeat the sampling and obtain the results of the repeat analysis within thirty (30) days after becoming aware of the violations, unless one of the following occurs:

- (i) the Executive Director monitors at the user's facility at least once a month; or
- (ii) the Executive Director samples the user between their initial sampling and when the POTW receives the results of this initial sampling; or
- (iii) the Executive Director requires the user to perform sampling and submit the results to the Executive Director within the 30 day deadline of the POTW becoming aware of the violation.

5.9 Notification of the Discharge of Hazardous Waste

~~WSACC prohibits the discharge of any hazardous wastes without notification to and approval by the Executive Director or designee.~~

- (a) Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharge during the calendar month, and an estimation of the mass ~~and concentration~~ of such constituents in the waste stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days ~~before~~ after the discharge commences. ~~The user shall not begin the discharge until receiving written approval from WSACC.~~ Any notification under this paragraph needs to be submitted only once for each hazardous waste discharge. However, notifications of changed conditions must be submitted under section 5.5 of this ordinance. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of sections 5.1, 5.3, and 5.4 of this ordinance.
- (b) Users are exempt from the requirements of paragraph (a) above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specific in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.
- (c) In the case of any new regulation under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the Executive Director, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- (d) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- (e) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.

5.10 Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed by a laboratory certified by the state to perform the wastewater analyses in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard, or unless otherwise performed in accordance with procedures approved by EPA or WSACC, by a certified wastewater laboratory. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA and WSACC. Analyses must be performed by a State certified lab for each parameter analyzed, if such certification exists for that parameter.

5.11 Grab and Composite Sample Collection

- (a) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- (b) Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, volatile organic compounds, and any other pollutants as required by 40 CFR 136. The POTW shall determine the number of grabs necessary to be representative of the User's discharge. See 40 CFR 403.12(g)(5) for additional grab sample number requirements for BMR and 90 Day Compliance Reports. Additionally, the Executive Director may allow collection of multiple grabs during a 24 hour period which are composited prior to analysis as allowed under 40 CFR 136.
- (c) Composite samples: All wastewater composite samples shall be collected with a minimum of hourly aliquots or grabs for each hour that there is a discharge. All wastewater composite samples shall be collected using flow proportional composite collection techniques, unless time-proportional composite sampling or grab sampling is authorized by the Executive Director. When authorizing time-proportional composites or grabs, the samples must be representative and the decision to allow the alternative sampling must be documented.

5.12 Timing

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

5.13 Record Keeping

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records of self-monitoring activities required by this ordinance, wastewater discharge permit and/or other documents issued by or entered into with WSACC, shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates of analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user's discharge to the POTW unless otherwise ordered by the court in which litigation is pending, or where the user has been specifically notified of a longer retention period by the Executive Director.

5.14 Industrial Waste Survey

- (a) At a frequency established by WSACC, an industrial waste survey that identifies industrial users and characterizes their discharge of wastewater will be conducted. Each user included in the survey is required to respond with complete and accurate information on the specified schedule.
- (b) The survey results may be used to establish an industrial user inventory and to modify or issue any applicable wastewater discharge permit.
- (c) Failure to respond to the survey completely and accurately may result in any enforcement action that WSACC may determine to be appropriate.

5.15 Forms

WSACC may establish such forms as the Executive Director determines to be appropriate and require the use of such forms in the submission of any report, application, request, or other information contemplated by this ordinance. Failure to use the established form for the submission of a report, application, request, or other information may result in the rejection of the submission.

5.16 Electronic Reporting

The [POTW Director] may develop procedures for receipt of electronic reports for any reporting requirements of this Ordinance. Such procedures shall comply with 40 CFR Part 3. These procedures shall be enforceable under Section 8 of this Ordinance.

5.17 Special Reporting Requirements for IUs in Satellite POTWs

In the case of industrial user located in a Satellite POTW organization's jurisdiction, all information required to be reported to the industrial user's Pretreatment Program Control Authority by the Section may also be required to be reported to the POTW treatment plant organization.

SECTION 6 - COMPLIANCE MONITORING

6.1 Monitoring Facilities

- (a) WSACC requires the user to provide and operate at the user's expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but WSACC may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.
- (b) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.
- (c) Whether constructed on public or private property, the monitoring facilities shall be provided in accordance with WSACC's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by WSACC.
- (d) Should WSACC determine that a monitoring facility does not comply with this ordinance, or that access thereto has been denied, WSACC may require the user, at its own expense, to modify or relocate the

monitoring facility.

6.2 Authority to Inspect and Sample

- (a) WSACC will inspect the facilities of any user to ascertain if the user is complying with all requirements of this ordinance, the Act, other applicable law regulating the discharge of wastewater into the POTW, a compliance agreement to which the user is a party and which is authorized by this ordinance, any order issued to the user pursuant to this ordinance and any permit issued to the user pursuant to this ordinance.
- (b) Any person who owns, occupies or otherwise controls any premises where wastewater is created or discharged shall provide WSACC, Approval Authority and EPA or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties. WSACC, Approval Authority and EPA shall have the right to set up on the user's premises such devices as are reasonably necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. If a user has security measures in force which would require identification and clearance before entry into the user's premises, the user shall make necessary arrangements with their security personnel so that upon presentation of identification (Identification being defined as the piece(s) of identification supplied by WSACC, Approval Authority or EPA to their respective, authorized representatives) authorized representatives from WSACC, Approval Authority and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Denial of access to WSACC, Approval Authority or EPA to the user's premises shall be a violation of this ordinance. Denial of access may also occur if a user fails to provide without delay such facilities, equipment, or devices as are reasonably necessary to permit authorized representatives of WSACC, approval authority and EPA to perform their duties in a safe manner. Unreasonable delays may constitute denial of access. A WSACC representative may enter upon the property at any hour under emergency circumstances.
- (c) The time of access to a user's premises will be reasonable if, at the time ready access is requested, the user's facility at the premises is in operation or wastewater is being discharged from the user's premises into the POTW. At such time as the user's facilities at the premises is in operation or wastewater is being discharged from the user's premises into the POTW, the user shall have at least one person present at the premises who is readily available and is authorized to permit immediate access to the user's premises to WSACC, the Approval Authority, and the EPA.
- (d) At all times WSACC shall retain the authority to inspect the user and to sample and analyze the discharge of wastewater into the POTW for any purpose.

6.3 Search Warrants

If the ~~WSACC Executive Director~~, Approval Authority, or EPA has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of WSACC designed to verify compliance with this ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then ~~the Executive Director~~ **WSACC**, Approval Authority, or EPA may seek issuance of a search warrant from the Superior Court of Cabarrus County.

SECTION 7 - CONFIDENTIAL INFORMATION

- (a) To the extent permitted by applicable law and except as otherwise provided herein, information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agencies without restriction unless the user

specifically requests and is able to demonstrate to the satisfaction of the Executive Director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. Any such request must be asserted at the time of submission of the information or data.

- (b) To the extent permitted by applicable law, when requested by the person furnishing a report, the portions of a report which might disclose trade secrets processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this ordinance, NPDES permit, State Disposal System permit and/or the Pretreatment Programs; provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.
- (c) All records relating to compliance with Pretreatment standards shall be made available to officials of the Approval Authority and EPA upon request.

SECTION 8 - ENFORCEMENT

8.1 Administrative Remedies

(a) Notification of Violation

Whenever the Executive Director or his designee finds that any industrial user has violated or is violating any provision of this ordinance, wastewater discharge permit, or any prohibition, limitation or requirements contained therein or any other pretreatment requirement or standard, the Executive Director may serve upon such person a written notice stating the nature of the violation. Within 30 days from the date of this notice, an explanation for the violation and a plan for the satisfactory correction thereof shall be submitted to WSACC by the user. Submission of this plan does not relieve the discharger of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section may be construed to require WSACC to issue an NOV before taking any action, including emergency actions or any other enforcement actions.

(b) Consent Orders

The Executive Director is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance with any provision of this ordinance, the wastewater discharge permit or any other pretreatment requirement or standard. Such orders will include specific action to be taken by the discharger to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as an administrative order issued pursuant to Section 8.1 (d) below.

(c) Show Cause Hearing

The Executive Director may order any industrial user who causes or is responsible for an unauthorized discharge, has violated this ordinance or is in noncompliance with a wastewater discharge permit to show cause why a proposed enforcement action should not be taken. In the event the Executive Director determines that a show cause order should be issued, a notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.

The Executive Director shall review the evidence presented at the hearing and determine whether the proposed

enforcement action is appropriate.

A show cause hearing under this section is not a prerequisite to the assessment of a civil penalty under Section 8.2 nor is any action or inaction taken by the Executive Director under this section subject to an administrative appeal under Section 10 4.3(f).

(d) Compliance Orders

If WSACC finds that an industrial user has violated or continues to violate any provision of this ordinance, a compliance agreement issued pursuant to this ordinance, a wastewater discharge permit, pretreatment requirement or standard, or order issued pursuant to this ordinance, or any other provision of applicable law, WSACC may issue an order requiring such person to do any one or more of the following:

- (1) comply with the provisions of this ordinance, any applicable permit, pretreatment requirement or standard, or order issued pursuant to this ordinance or other provision of applicable law in accordance with a time schedule set forth in the order;
- (2) take appropriate remedial or preventative action(s) in the event of a continuing or threatened violation of any provision of this ordinance, a wastewater discharge permit, pretreatment requirement or standard, or order issued pursuant to this ordinance or any other provision of applicable law;
- (3) pay a civil penalty for violating any provision of this ordinance, a wastewater discharge permit, compliance agreement, pretreatment requirement or standard, or order issued pursuant to this ordinance.

(e) Cease and Desist Orders

(1) If the Executive Director finds that an industrial user has violated or continues to violate any provision of this ordinance, a wastewater discharge permit, pretreatment requirement or standard, or orders issued pursuant to this ordinance or any other provision of applicable law, the Executive Director may issue an order requiring such industrial user to cease and desist all such violations and direct such person in noncompliance to perform any one or more of the following:

- (A) comply immediately with all provisions of this ordinance, a wastewater discharge permit or order issued pursuant to this ordinance or other applicable law;
- (B) take appropriate remedial or preventative action(s) in the event of a continuing or threatened violation of any provision of this ordinance, a compliance agreement issued pursuant to this ordinance, a wastewater discharge permit, pretreatment requirement or standard, or order issued pursuant to this ordinance or any other provision of applicable law;
- (C) discontinue all or any portion of such user's contribution or introduction of wastewater into the POTW unless adequate treatment facilities, devices or other related appurtenances are installed and operated properly within a specified time period;
- (D) disconnect all or any portion of the facilities by which such user introduces or contributes wastewater into the POTW unless adequate treatment facilities, devices or other related appurtenances are installed and properly operated within a specified time period.

(2) In addition to or in lieu of the matters set forth in Section 8.1(e)(1), WSACC may include in such order one or more of the following provisions:

- (A) the removal of all or any portion of any service connection by which such user introduces or

contributes wastewater into the POTW;

- (B) the removal of all or any portion of any service connection by which such user receives water services;
- (C) the termination of any wastewater discharge permit issued to such user pursuant to this ordinance;
- (D) the payment of a civil penalty for violating any provision of this ordinance, a permit, pretreatment requirement or standard, compliance agreement or order issued pursuant to this ordinance.

(f) Emergency Suspensions

- (1) The Executive Director may order the suspension of the wastewater treatment service and/or wastewater discharge permit of any user when such suspension is necessary in order to stop an actual or threatened discharge which will or may: present imminent or substantial endangerment to the health or welfare of any person or the environment; cause interference; or cause WSACC to violate any condition of its NPDES or non-discharge permits. The suspension shall be effective in accordance with the provisions of the order of suspension upon service on the user responsible for such discharge. The order shall identify each pollutant in the discharge which is the basis for the suspension and the potential effect each pollutant, either singly or in combination with one or more pollutants, will or may have upon any person, the environment, the POTW and/or NPDES or non-discharge permit of WSACC. The order shall also set a date for a hearing to be held in accordance with Section 8.1 (f)(3).
- (2) Any user when served with an order that its wastewater treatment service and/or any wastewater discharge permit is suspended shall immediately stop or eliminate the introduction or contribution of wastewater into the POTW. The user shall prepare a written response to such an order and shall serve such statement on WSACC within five (5) calendar days after the service of the order or two (2) business days prior to the hearing, whichever date is earlier. The statement shall: identify every provision of the order which the user believes to be inaccurate; set forth a complete basis for such belief; describe in detail the circumstances which resulted in the discharge described in the order of suspension; and describe such measures as have been taken or are proposed by the user to prevent a future, similar discharge. Failure to prepare and serve the statement in a timely manner shall constitute a waiver by the user of its right to a hearing.
- (3) A hearing shall be held as soon as reasonably possible and in no event later than fifteen (15) calendar days of service of the order unless waived by the user. The hearing shall be conducted in the manner set forth in Section 10 4.3-(f); provided that, such changes shall be made by the Executive Director in the conduct of the hearing as are reasonably necessary to permit an expedited hearing. The Executive Director shall determine whether the suspension shall be lifted or the user's permit terminated. Such decision shall be issued in writing as soon as possible and, in any event within two (2) business days after the conclusion of the hearing.
- (4) The Executive Director may take such action as is reasonably necessary or convenient to prevent the continued introduction or contribution of wastewater into the POTW by the user, including, but not limited to, the immediate severance of the sewer connection between the user's facilities and the POTW.
- (5) Nothing in the section may be construed to require that a hearing be conducted prior to any emergency suspension authorized by this section or limit the authority of WSACC under this section

as a result: of one or more other actions taken by WSACC to secure the user's compliance with the provisions of this ordinance and/or permit or order issued pursuant to this ordinance, the pendency of a demand by the user for a hearing pursuant to Section 10; 4.3-(f); or the pendency of judicial review.

- (6) For the purposes of this section, "calendar days" refers to and includes any Saturday, Sunday, or holiday. For purposes of this section, "business day" refers to and includes any day which WSACC is open to the public to conduct business.

(g) Termination of permit or Permission to Discharge

The Executive Director may revoke a wastewater discharge permit or permission to discharge for good cause, including, but not limited to, the following reasons:

1. Failure to accurately report the wastewater constituents and characteristics of his discharge;
2. Failure to report a changes or expansion in the manufacturing/production and/or pretreatment process used by the Permittee, which has potential to impact the characteristics or volume of the discharge or the manner in which the discharge is regulated;
3. Refusal or reasonable access to the user's premises for the purpose of inspection or monitoring;
4. Violation of conditions of the permit or permission to discharge, conditions of this ordinance, or any applicable State and Federal regulations; or.
5. Failure to submit any required report.

Noncompliant industrial users will be notified of the proposed termination of their wastewater permit and will be offered an opportunity to show cause under Section 8.1 of this ordinance why the proposed action should not be taken.

8.2 Civil Penalties

- (a) Any user who is found to have failed to comply with any provision of this ordinance, or the orders, rules, regulations and permits issued hereunder, may be assessed a civil penalty of ~~fin~~ed up to twenty-five thousand dollars (\$25,000) per day per violation. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.
- (ii) Penalties between \$10,000 and \$25,000 per day per violation may be assessed against a violator only if:
- (1) for any class of violation, only if a civil penalty has been imposed against the violator within five years preceding the violation, or
 - (2) in the case of failure to file, submit, or make available as the case may be, any documents, data, or reports required by this ordinance, or the orders, rules, regulations and permit issued hereunder, only if the Executive Director determines that the violation was intentional and a civil penalty has been imposed against the violator with the five years preceding the violation.
- (b) In addition to civil penalties, WSACC may recover from the responsible user the cost of repairing any damage to the POTW resulting from the user's violation.
- (c) In determining the amount of the civil penalty, WSACC shall take into account all relevant circumstances,

including, but not limited to:

- (i) The degree and extent of the harm to the natural resources, to the public health, or to public or private property resulting from the violation;
 - (ii) The duration and gravity of the violation;
 - (iii) The effect on ground or surface water quantity or quality or on air quality;
 - (iv) The cost of rectifying the damage;
 - (v) The amount of money saved by noncompliance;
 - (vi) Whether the violation was committed willfully or intentionally;
 - (vii) The prior record of the violator in complying or failing to comply with the pretreatment program;
 - (viii) The costs of enforcement to WSACC.
- (d) The assessment of civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.
- (e) Appeals of civil penalties assessed in accordance with this section shall be provided in Section 10 4.3-(f).
- (f) Such assessments may be added to the user's next scheduled sewer service charges and/or surcharges, and WSACC shall have such remedies for collection of such assessments as it has for collection of other charges.

8.3 Other Available Remedies

Remedies, in addition to those previously mentioned in this ordinance, are available to the Executive Director who may use any single one or combination against a noncompliant user. Additional available remedies include, but are not limited to:

(a) Criminal Violations

WSACC shall assist any federal or state agency, office or authority responsible for criminal investigations or prosecutions for violation of any provision of this ordinance or other federal or state law concerning the discharge of wastewater or other substances into the POTW or the waters of the State. WSACC may request any appropriate federal or state agency, office or authority to undertake an investigation or prosecution of any person for any violation of the provisions of this ordinance or other federal or state law concerning the discharge of wastewater or other substances into the POTW or the waters of the State. [Note: Under North Carolina law, it is a crime to negligently violate any term, condition, or requirement of a pretreatment permit, or negligently fail to apply for a pretreatment permit, issued by WSACC (G.S. 143-215.6B(f)), to knowingly and willfully violate any term, condition, or requirement, of a pretreatment permit, knowing at the time that a person is placed in imminent danger of death or serious bodily injury, (G.S. 143-215.6B(h)), and to falsify information required under Article 21 of Chapter 143 of the General Statutes (G.S. 143-215.6B(i)).]

(b) Injunctive Relief

Whenever a user is in violation of the provisions of this ordinance or an order or permit issued hereunder, the

Executive Director, through WSACC Attorney, may petition in the Superior Court of Justice for the issuance of a restraining order or a preliminary and permanent injunction, which restrains or compels the activities in question.

(c) Water Supply Severance

Whenever a user is in violation of the provisions of this ordinance or an order or permit issued hereunder, water service to the user may be severed and service will only recommence, at the user's expense, after it has satisfactorily demonstrated ability to comply.

(d) Civil Relief

If any person discharges sewage, industrial wastes or other wastewater into the POTW contrary to the provisions of this ordinance, pretreatment requirements or standards, any order of WSACC, or violates its wastewater discharge permit, an action may be commenced in the name of WSACC for appropriate legal and/or equitable relief in the appropriate division of the state's general court of justice.

(e) Public Nuisances

Any violation of the prohibitions or effluent limitations of this ordinance or contained in a permit or order issued hereunder, is hereby declared a public nuisance and shall be corrected or abated as directed by the Executive Director or his designee. Any person(s) creating a public nuisance shall be subject to the provisions of this ordinance governing such nuisances, including reimbursing the POTW for any costs incurred in removing, abating or remedying said nuisance.

8.4 Remedies Nonexclusive

The remedies provided for in this ordinance are not exclusive. The Executive Director may take any, all, or any combination of these actions against any person in violation of the provisions of this ordinance. Enforcement of pretreatment violations will generally be in accordance with WSACC's enforcement response plan. However, in no instance may such a plan be construed to limit the authority of WSACC to take any action which WSACC determines to be appropriate for a violation of any discharge permit or order issued pursuant to this ordinance. Further, the Executive Director is empowered to take more than one enforcement action against any person in violation of the provisions of this ordinance

SECTION 9 - ANNUAL PUBLICATION OF SIGNIFICANT NONCOMPLIANCE

At least annually, the Executive Director shall publish in a newspaper of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of those industrial users which were found to be in significant noncompliance, also referred to as reportable noncompliance in 15A NCAC 2H .0903(b)(10), with applicable pretreatment standards and requirements, during the previous 12 months.

SECTION 10 - ADJUDICATORY HEARING

(4a) Persons entitled to hearing. The following persons are entitled to a hearing pursuant to this section:

- (a1) an applicant for a wastewater discharge permit or other permit required by this ordinance who is denied a permit or is granted a permit subject to conditions which are unacceptable to the applicant;
- (b2) a user who is assessed a civil penalty pursuant to Section 8.2;

- (e3) a user to whom an order is issued pursuant to Section 8.1(d) or (e).
- (2b) Demand for hearing.
- (a1) Any person entitled to a hearing pursuant to this section shall exercise such right as set forth in Section 4.3-(f)(2) 10 (b) (2). Such demand shall be in writing and state separately each issue to be considered and such other matters as are hereinafter required.
 - (b2) Any person making a demand for a hearing shall deliver the demand to the Executive Director within the following applicable time limits after receipt of notice of the action to be heard:
 - (v) 30 days for the denial of a permit required by this ordinance or for the grant of a permit required by this ordinance subject to conditions which are unacceptable to the applicant;
 - (vi) 30 days of the assessment of a civil penalty;
 - (vii) 20 days for a compliance order issued pursuant to Section 8.1(d);
 - (viii) 10 days for a cease and desist order issued pursuant to Section 8.1(e).
- (3c) Contents of demand. In the demand for a hearing to consider:
- (a1) a permit granted subject to unacceptable conditions, the applicant must identify separately each unacceptable condition and every basis for such contention;
 - (b2) a civil penalty assessment, the person to whom such penalty was assessed must state separately each reason why such penalty should not be assessed or, if the user contends that the civil penalty was assessed in an improper amount, each reason why the amount of the penalty is improper; and
 - (e3) the issuance of an order, the person to whom such order is issued must identify separately each provision of the order which is improper and every basis for such contention.
- (4-d) Conduct of hearing.
- (a1) The hearing shall be conducted by the Executive Director and shall be subject to such rules as have been approved by the Board of Directors or the Executive Director as hereinafter set forth. If the demand for a hearing is not made in accordance with the provisions of this section, the Executive Director shall reject the demand and any right to a hearing shall be terminated. If any person demanding a hearing shall fail to comply with an order of the Executive Director or with any rules issued by the Executive Director or approved by the Board of Directors concerning the conduct of the hearing, the Executive Director may reject the demand and any right to a hearing shall be terminated. Within ninety (90) days of the receipt of the written demand for a hearing, the Executive Director shall conduct a hearing and issue a final order or decision. The Executive Director shall transmit a copy of the final order or decision to the person demanding the hearing by registered or certified mail. No further review of the Executive Director's final order or decision will be allowed, except as set forth in Section 4.3-(f)(7) 10 (g).

- (b2) The Executive Director may submit rules to the Board of Directors for approval concerning the conduct of the hearing and any other matter associated with the hearing. Such rules may impose requirements in addition to the provisions of this section. Upon approval by the Board of Directors, such rules shall be as effective as if set forth in this section. The Executive Director shall make a copy of such rules available for inspection upon the request of any person.
 - (e3) The Executive Director is authorized to take any action which is reasonably necessary or convenient in considering a demand for a hearing and in resolving the issues raised therein so long as such action is not contrary to the provisions of this article, any rules approved by the Board of Directors or other applicable law.
 - (d4) The Executive Director may appoint a hearing officer to conduct any hearing authorized by this section. A hearing officer shall have the same authority to conduct a hearing and reach a decision as is provided to the Executive Director; provided that, the decision of the hearing officer shall not be final but shall be a recommended decision for consideration by the Executive Director. The Executive Director may approve such decision without change, reject the decision and require a new or continued hearing, or issue a different or revised decision which is supported by evidence presented at the hearing. The Executive Director may refer a recommended decision of a hearing officer to the Chairman of the Board or his designee. In the event of a referral, the Chairman of the Board or his designee shall have the same authority to act upon a recommended decision of a hearing officer as is provided to the Executive Director. The decision of the Executive Director or, in the event of a referral, of the Chairman of the Board or his designee shall be final. A final order may provide that the action which is the basis for the demand for a hearing is approved without change or may modify such action in any manner that is supported by the evidence presented at the hearing.
 - (e5) The Executive Director may provide for any part of the hearing to be recorded by any reasonable means, including but not limited to, audio and/or video recording, stenographer, or court reporter. A transcript of any hearing, or part thereof, which is recorded need not be prepared unless requested. The original of a requested transcript shall be filed with the Executive Director. Each person shall bear the cost of the transcript which said person requests, including any copy thereof.
- (5e) Stay of permit conditions pending hearing.
- (a1) Except as provided in Section 4.3(f)(5)(d) 10 (e) (4) each condition of a permit which has been included in a demand for a hearing in accordance with the provisions of this section is stayed and shall not take effect until the earliest occurrence of any one of the following circumstances: Such condition is approved or is modified by the Executive Director at an adjudicatory hearing; or the applicant and the Executive Director agree on the conditions of the permit. This subsection shall not be construed to stay any provision of this article or other applicable law.
 - (b2) Upon receipt of a demand for a hearing on a permit granted subject to unacceptable conditions, the Executive Director shall identify each provision to which no objection was made and such provisions shall remain in effect; provided that, if the Executive Director determines that it would be unreasonable for a provision to apply when all surrounding circumstances are considered, the Executive Director in his sole discretion may stay such provision until the time set forth in Section 4.3(f)(5)(a) 10 (e) (1).

- (e3) If the unacceptable permit is a renewal of an existing permit, each provision of the applicant's existing permit will remain in effect until the time set forth in Section 4.3(f)(5)(a) 10 (e) (1) above; provided that such provision from the existing permit does not conflict with any provision of the unacceptable permit which is not stayed. In the event of a conflict, the provision from the unacceptable permit will control.
- (d4) Any condition of a permit which is unacceptable to an applicant and which is included in a permit pursuant to Section 4.3 (d) shall remain in effect and shall not be stayed by the provisions of Section 4.3(f)(5)(a) 10 (e) (1).
- (6f) Stay of assessment; order.
 - (a1)(i) Each assessment of a civil penalty which has been included in a demand for a hearing in accordance with the provisions of this section is stayed and shall not take effect until the earliest occurrence of any one of the following circumstances: the assessment of the civil penalty is approved or is modified by the Executive Director at an adjudicatory hearing; or the person who is assessed the civil penalty and the Executive Director agree on the assessment.
 - (iii) If the assessment of a civil penalty against any person is approved or modified by the Executive Director at an adjudicatory hearing, the Executive Director may include the following provisions in any order or decision:
 - (A) said person may be required to pay said penalty within ten (10) days or such additional time as the Executive Director may specify;
 - (B) if said penalty is not paid in a timely manner, the penalty will be delinquent and water and/or sewer service may be terminated to said person without further notice. If water and/or sewer service is terminated pursuant to a decision authorized by this subsection, the application charges and fees as set forth in Section 3 must be paid before service will be restored.
 - (b2) Except as provided in Section 8.1(f) (suspension), each provision of an order which has been included in a demand for a hearing in accordance with the provisions of this section is stayed and shall not take effect until the earliest occurrence of any one of the following circumstances: such provision is approved or is modified by the Executive Director at an adjudicatory hearing; or the person to whom the order is directed and the Executive Director agree on the terms of the order. This subsection shall not be construed to stay any provision of this article or other applicable law.
 - (e3) Upon receipt of a demand for a hearing on an order, the Executive Director shall identify each provision to which no objection was made and such provision shall remain in effect; provided that, if the Executive Director determines that it would be unreasonable for such provision to apply when all surrounding circumstances are considered, the Executive Director in his sole discretion may stay such provision until the time set forth in Section 4.3(f)(6)(b) 10 (f) (2).
- (7 g) Judicial review. Any person against whom a final order or decision of the Executive Director is made pursuant to the hearing conducted under Section 4.3(f) 10, may seek judicial review of the order or decision by filing a written petition within thirty (30) days after receipt of notice of the order or decision, but not thereafter, with the Superior Court of Cabarrus County. If not previously requested, said person shall request in writing that a transcript be prepared for every part of the

hearing which was recorded. Said request shall be made at or before the time that the petition is filed. A copy of the petition shall be served on WSACC in the manner required by law. Within thirty (30) days after service of a copy of the petition upon WSACC or such other time as may be ordered by the Court, WSACC shall prepare and transmit to the Court the original or a certified copy of the official record of the hearing as hereinafter set forth. The official record of the hearing shall consist of:

- (a1) all notices, motions and other similar documents;
 - (b2) all documentary and tangible evidence tendered at the hearing; and
 - (e3) the final order or decision. A transcript of each part of the hearing that was recorded shall be included in the official record as an exhibit, if available at the time the remaining portion of the official record is transmitted to the Court. If the transcript is not available at that time, it shall be transmitted to the Court as soon as reasonably possible after the transcript has been prepared. If testimony is taken and not recorded, a narrative summary of any testimony taken shall be prepared and transmitted to the court as an exhibit to the official record.
- (8h) The Executive Director may consider petitions for remission of civil penalties assessed pursuant to this ordinance. A petition for remission shall be in writing and shall be signed by the persons against whom the civil penalty was assessed. The petition shall include: a waiver of any and all rights of the petitioner to an adjudicatory hearing and judicial review of the assessment; and a stipulation that the facts are correct as set forth in the document(s) assessing the civil penalty. The decision of the Executive Director on the petition shall be final and shall not be subject to further administrative or judicial review. In determining whether a petition for remission will be approved, the Executive Director shall consider recommendations and the following factors:
- (a1) whether one or more of the factors concerning the assessment of a civil penalty in Section 8.2 (c) were wrongly applied to the detriment of the petitioner;
 - (b2) whether the petitioner promptly abated continuing environmental damage resulting from the violation giving rise to the assessment;
 - (e3) whether the violation giving rise to the assessment was inadvertent or the result of an accident;
 - (d4) whether the petitioner has been assessed civil penalties for any prior violations pursuant to this ordinance or by any State or Federal authority enforcing substantially similar provisions;
 - (e5) whether payment of the civil penalty by the petitioner will prevent payment for any remaining, necessary remedial action.
- (9i) After submitting a petition for remission, the petitioner shall provide such additional information and records as may be reasonably necessary or convenient to the Executive Director's consideration of the petition. The Executive Director may remit the entire amount of a civil penalty only when the petitioner has not been assessed civil penalties for any prior violation of this Article or by State or Federal authority enforcing substantially similar provisions and the payment of the civil penalty will prevent payment of any remaining, necessary remedial action.

SECTION 11 - AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

11.1 Upset

- (a) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (b), below, are met.
- (b) A user wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and the user can identify the cause(s) of the upset;
 - (2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (3) The user has submitted the following information to the Executive Director within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):
 - (i) A description of the indirect discharge and cause of noncompliance;
 - (ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- (c) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- (d) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
- (e) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

11.2 Prohibited Discharge Standards Defense

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in section 2.1(a) of this ordinance or the specific prohibitions in sections 2.1(b)(2), (3), (5) through (7), and (9) through (31) of this ordinance if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- (a) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- (b) No Local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when WSACC was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

11.3 Bypass

- (a) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (b) and (c) of this section.
- (b)
 - (1) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Executive Director at least ten (10) days before the date of the bypass, if possible.
 - (2) A user shall submit oral notice to the Executive Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of this time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Executive Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
- (c)
 - (1) Bypass is prohibited, and the Executive Director may take an enforcement action against a user for a bypass, unless
 - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (iii) The user submitted notices as required under paragraph (b) of this section.
 - (2) The Executive Director may approve an anticipated bypass, after considering its adverse effects, if the Executive Director determines that it will meet the three conditions listed in paragraph (c)(1) of this section.

SECTION 12 – RECONNECTION OF UTILITY SERVICE AFTER TERMINATION

- (a) Any person applying for water or sewer service after the termination of water or sewer service pursuant to any provision of this ordinance shall not receive such service without written approval of the Executive Director or his designee.
- (b) WSACC shall approve such application under the following conditions:

- (1) such person is not delinquent in paying any water or sewer bill;
 - (2) full payment has been made for all costs incurred by WSACC in removing, severing or otherwise discontinuing water or sewer service to such person;
 - (3) full payment has been made for fees and costs associated with providing the requested service and installing the necessary facilities;
 - (4) full payment has been made for all civil penalties assessed against such person pursuant to this ordinance and for all damages to the POTW which such person is required to pay by the provisions of this ordinance;
 - (5) if such person is required to have a wastewater discharge permit before discharging wastewater into the POTW, such person must apply for and accept a wastewater discharge permit containing such provisions as WSACC determines to be reasonably necessary. The provisions of Section 10 4.3 (f) will not apply to the denial of a permit to such person or to granting a permit subject to conditions unacceptable to such person.
- (c) This section shall apply to every application for water or sewer service by any person subject to Section 16 (a) made within 2 years after water or sewer service has been terminated pursuant to this ordinance.
- (d) Any person applying for a connection to provide water or sewer service to all or any portion of the property served by a connection removed pursuant to any provision of this ordinance shall be required to pay all fees and charges for securing a new connection, without exception. Any fee or charge paid prior to the removal of the service connection shall be forfeited in its entirety and shall have no continued effect.

SECTION 13 - TAMPERING WITH, DAMAGING SEWERAGE WORKS

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any materials, structure, appurtenance or equipment which is a part of the wastewater treatment system or belongs to WSACC, including that left upon the premises of a user discharging wastewater into the POTW. The user shall be responsible for the safety of such equipment and may be held liable in the event of any such damage.

SECTION 14 – FALSIFYING INFORMATION; DAMAGE TO MONITORING EQUIPMENT

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this ordinance or wastewater discharge permit, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this ordinance, shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than six (6) months, or by both.

SECTION 15 - NEW CONSTRUCTION

New sewers and new connections shall be properly designated and constructed in accordance with such guidelines as published by the Environmental Protection Agency, reference 40 CFR section 35.927-4. All new connections shall conform with the North Carolina plumbing codes.

SECTION 16 - USE OF PUBLIC SEWERS

The owner of any house, building, or property used for human occupancy, employment, recreation, or other purposes under the jurisdiction of this ordinance and abutting on any street, alley, or rights-of-way in which there is or may be located a wastewater sewer connected to the treatment facility of WSACC, is required at the owner's expense to install suitable toilet facilities therein and to connect such facilities directly to the proper sewer in accordance with the provisions of this ordinance, within ninety (90) days after date of official notice to do so provided the proper wastewater sewer is within three hundred (300) feet of the property line. This section shall not apply to any person served by a privately constructed, owned, operated, or maintained wastewater sewer and wastewater treatment facility that discharges directly to a natural outlet in accordance with the provisions of this ordinance and applicable state and federal laws.

SECTION 17- PRIVATE SEWAGE DISPOSAL

Regulations concerning private sewage disposal will be enforced by the Cabarrus Health Alliance in accordance to 10 NCAC 10A.1900.

SECTION 18 - OUTSIDE CONNECTIONS

Any person owning or controlling premises located beyond the corporate limits or boundaries of WSACC and desiring to install a plumbing system for the purpose of discharging domestic sewage and/or industrial waste into the POTW may do so by complying with the requirements of this ordinance and of the public utility having jurisdiction over the sanitary sewer to which the connection is proposed to be made.

SECTION 19 - SPECIAL AGREEMENTS

Nothing in this ordinance shall be construed as preventing any special agreement or arrangement between the Board of Directors and any user of the wastewater treatment system whereby wastewater of unusual strength, character or quantity is accepted into the system and specially treated subject to any payments or user charges as may be applicable, provided such wastewater will not interfere with the treatment process, sludge disposal options, NPDES permit compliance or cause a violation of water quality standards.

SECTION 20 - SEVERABILITY

If any provision, paragraph, word, section or article of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

SECTION 21 - CONFLICT

All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

**SECTION 22 – PUBLIC NOTIFICATION OF UNTREATED WASTE AND
WASTEWATER DISCHARGES**

- (a) All wastewater spills that reach the surface waters (regardless of volume) and all spills to the ground surface exceeding 1,000 gallons (regardless of whether they are contained or reach surface waters) should be reported by the discharger to the State's Department of Environment and Natural Resources regional office.
- (b) Whenever a discharge of untreated wastewater of 1,000 gallons or more reaches surface waters, a press release must be sent by the discharger to all print and electronic news media providing general coverage in the county where the discharge occurred. The press release is to be issued within 48 hours of the determination that the wastewater has reached surface waters. A copy of the press release and a list of the media to which it was distributed must be kept on file by the user for at least one year and copies made available upon request.
- (c) If the untreated discharge to the surface waters is 15,000 gallons or more, the discharger must issue a press release and a notice of the discharge must be published in a newspaper with general circulation in the county where the discharge occurred and in each county downstream that is significantly affected. The Secretary of the Department of Environment and Natural Resources determines which counties are significantly affected, and publication must occur within 10 days of this determination and DENR's approval of the form and content of the notice and the newspapers in which it is to be published.

SECTION 23 – EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its **passage**, approval, adoption and publication, as provided by law.

Adopted this ____ day of _____, ~~2012~~ 2007.

WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY

CHAIRMAN, Board of Directors

ATTEST:

(seal)

APPROVED AS TO FORM:

WSACC Attorney



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

EDC - Economic Development Grant Request for Windshear

BRIEF SUMMARY:

Representatives from the Economic Development Corporation (EDC) will present a request for an economic development grant for Windshear pursuant to NCGS 158-7.1. Windshear proposes to expand its current operation in Cabarrus County, with a projected investment of \$5 million for facility expansion and creation of approximately seven (7) jobs. A three-year grant equivalent to 85 percent of the ad valorem taxes on the increase in real and personal property tax values is requested. A public hearing is required.

REQUESTED ACTION:

Schedule a public hearing for the regular meeting on August 19, 2013 at 6:30 p.m. or as shortly thereafter as persons may be heard, for the consideration of an Economic Development Grant (3 years, 85 percent) between Windshear and Cabarrus County.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

John Cox, Cabarrus Economic Development Corporation

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Project Overview](#)

[Grant Analysis](#)



PROJECT OVERVIEW (estimated)

Company's Legal Name: Windshear

Company Representative: Jeff Bordner

Contact Information:

Address: 1050 Ivey Cline Road, Concord, NC 28027

Phone: 704-920-7646

Fax: 704-788-9900

Email: jsbordner@windshearinc.com

State of Incorporation: NC

Nature of Business: Rolling road wind tunnel testing for automotive/motorsports industry.

<http://www.windshearinc.com/>

Current operations in Cabarrus County: 1050 Ivey Cline Road, Concord 28027

Current Employment: 10

Proposed new or additional Cabarrus facility -

Proposed Location: 1050 Ivey Cline Road, Concord 28027

Additional Square Feet: 10,000 sq ft

Project Description: testing capability for scale trucks; truck model shop

Total Investment: \$5,000,000

of potential new full time jobs: 7

Average Wage: \$ 30/hr (\$60,000 per year)

Windshear

Cabarrus County Economic Development Grant Analysis



	Year 1	Year 2	Year 3	Year 4
Total Assessed Value	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00
County taxes at .70	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Grant @ 85 %	\$ 29,750.00	\$ 29,750.00	\$ 29,750.00	
Net Taxes to County	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 35,000.00
			3 year taxes	\$ 105,000.00
			3 year grant	\$ 89,250.00
			3 yr. net revenue	\$ 15,750.00

This document is for calculation purposes only. The numbers computed here are estimated based on general assumptions provided by the client, the Cabarrus County Tax office and the North Carolina Dept of Revenue. Actual grants may vary

Note: Grants Subject to Cabarrus Economic Development Board approval & governmental body approval.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Finance - Rent and Utilities for Human Services and Elma C. Lomax Incubator Farm - Budget Amendment

BRIEF SUMMARY:

In the FY14 budget, the rent, power, and natural gas associated with the Human Services building and Elma C. Lomax Incubator Farm were not appropriately budgeted. A budget amendment for additional funds in the amount of \$35,136 is needed to satisfy the total rent and utility expenses for these sites.

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Paarth Mehta, Budget Analyst

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date: 7/1/2013 **Amount:** \$35,136

Dept. Head: Ann Wilson **Department:** Finance

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

Purpose:

Fix rent, power, and natural gas amounts for Human Services Center since

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
0019-5240-9401	Building and Equipment	\$24,288.00	\$3,720.00		\$28,008.00
0019-5240-9411	Natural Gas	\$0.00	\$356.00		\$356.00
0019-5240-9412	Power	\$3,942.00	\$269.00		\$4,211.00
0019-5610-9401	Building and Equipment	\$571,116.00	\$2.00		\$571,118.00
0019-5610-9412	Power	\$80,829.00	\$5,040.00		\$85,869.00
0019-1910-9401	Building and Equipment	\$78,097.00	\$20,054.00		\$98,151.00
0019-1910-9412	Power	\$12,314.00	\$3,014.00		\$15,328.00
0019-1910-9411	Natural Gas	\$1,818.00	\$281.00		\$2,099.00
0019-3330-9401	Building and Equipment	\$0.00	\$2,400.00		\$2,400.00
0016-9110-6920	Contribution from COPS	\$1,813,834.00	\$35,136.00		\$1,848,970.00
	Total				



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Finance - Reappropriation of Funds for Ongoing Projects

BRIEF SUMMARY:

Each year, there are projects that need to be transitioned to the new fiscal year when they are unable to be completed within the fiscal year for which they were budgeted. A reappropriation of funds, via fund balance, is needed to transition projects to the new fiscal year.

In September, an additional list of projects will be provided that are primarily grant-related. The total amount of these reappropriations are unable to be determined until the books are closed. A list of reappropriations will be provided at the work session.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Paarth Mehta, Budget Analyst
Ann M. Wilson, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

General Services – Award of Service Truck(s) and SUV(s) Bids

BRIEF SUMMARY:

A public bid for four (4) service trucks, one (1) dump truck and three (3) SUV's was advertised and a total of three (3) companies submitted sealed bids on the various vehicles. Based on the outcome of those bids, it is recommended to purchase four (4) service trucks, one (1) dump truck and one (1) SUV from Hilbish Ford for a total amount of \$170,150.

REQUESTED ACTION:

Motion to approve the bid award and authorize the County Manager to execute the contract between Hilbish Ford and Cabarrus County for the amount of \$170,150, subject to review or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, General Services Director
Sherri Barnhardt, Purchasing Agent

BUDGET AMENDMENT REQUIRED:

COUNTY MANAGER'S RECOMMENDATIONS / COMMENTS:

CABARRUS COUNTY

**FINANCE OFFICE
65 CHURCH STREET, SE
PO BOX 707
CONCORD, NORTH CAROLINA 28026-0707
(704) 920-2884**

Date: July 23, 2013

Subject: Invitation to bid on the following apparatus, supplies, materials, equipment and/or services for

"FY2014 Fleet Service Trucks"

This letter extends an invitation for the submission of a bid to supply Cabarrus County with apparatus, supplies, materials, equipment and/or services as indicated above. Sealed bids for the above will be received at the office of the Cabarrus County Purchasing Agent, Finance Office, Cabarrus County Government Center, 2nd floor, 65 Church Street, SE, Concord, North Carolina, up to **3:00 PM, August 1st, 2013**, at which time they will be opened and publicly read. The public opening and reading will take place in the Board of Commissioners' Meeting Room, Government Center, 2nd Floor, 65 Church Street, SE, Concord, NC no later than 3:00 PM, according to the clock on the meeting room wall. One (1) original of your proposal response should be submitted in a sealed opaque envelope **plainly marked** with the description as follows: **"FY 2014 Fleet Service Trucks"**. Cabarrus County reserves the right to reject any and all bids and to waive formalities.

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

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

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

A response from your firm to this invitation to bid would be appreciated. Questions should be directed to me at (704) 920-2884.

Sincerely,



Sherri Barnhardt, CLGPO, CPPB
Purchasing Agent/Contracts Administrator

cc: File

INSTRUCTIONS TO BIDDERS

1.1 Purpose: The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply Cabarrus County with apparatus, supplies, material and equipment, and/or services as listed above. Section 143-129, et, governs some bids. Seq. of the North Carolina General Statutes.

1.2 Definitions:

- (A) Bidder: The term bidder is used to encompass the party seeking to have or having a contract with Cabarrus County.
- (B) County: This term is defined as Cabarrus County local government.

1.3 How to Prepare Bid Responses: All bid proposals shall be:

- (A) Prepared and submitted on the forms enclosed herewith, unless otherwise prescribed.
- (B) Submit *one (1) original* of your proposal response.
- (C) Typewritten or completed in ink, signed by the bidder or the bidding firms Authorized representative, with all erasures or corrections initialed and dated by the bidder's authorized representative signing of the Bid Response Form.
- (D) Prior to completion of the bid forms and submittal of a bid, bidders are encouraged to carefully review all provisions contained in this Invitation to Bid document along with any attachments and addendums issued.
- (E) Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Invitation to Bid specifications.

1.4 How to Submit Bid Responses: All bid responses shall be:

- (A) Submitted in a sealed opaque envelope with the following information written on the outside of that envelope.
 - (1) The bidders company name
 - (2) Identification of the equipment, supply and/or service for which the bid is submitted as indicated at the top of the cover letter to the Invitation to bid document.
- (B) Mailed or delivered to the address shown below for receipt by the County on or before time specified in cover letter.

- (1) Mailing Address:
Cabarrus County – Finance Office
PO Box 707
Concord, NC 28026-0707

- (2) Hand Delivery Address:
Cabarrus County – Finance Office, Room 288
Cabarrus County Government Center, 2nd Floor
65 Church Street, SE
Concord, NC 28025

(C) Bids not received by the time and date specified in the first paragraph of the letter of invitation **will not be opened or considered**, unless the delay is a result of the negligence of the County, its agents, or assigns.

1.5 How to Submit an Objection: Objections from bidders to the invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner.

- (A) When a pre-bid conference is scheduled, bidders should present their objection at that time, in writing.

- (B) When a pre-bid conference is not scheduled, bidders should object in writing at least five (5) days prior to the opening of the bid.

- (C) The objection contemplated must pertain both to form and substance of the Invitation to Bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation.

1.6 Failure to Bid: If a bidder does not desire to offer a bid, bidder should return the Invitation to Bid package and indicate such response by a signature in the space provided on the Bid Response Form. If possible, a reason for not offering a bid should be indicated and whether the bidder desires their company's name be retained or removed from the County list for vendors to receive future Invitation to Bid documents.

1.7 Errors in Bids: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders own risk.

1.8 Standards for Acceptance of Bid for Award Contract: The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The award shall be made to the lowest responsible bidder taking into consideration, quality, performance and the time specified in the proposals for the performance of

the contract. Where the contract is for a service, the award may be made to the responsible bidder or bidders that best meet the needs and interests of the County.

- 1.9 Compliance with Laws:** The bidder shall obtain and maintain all licenses, permits, liability insurance, workers compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof.

**1.10 CONTRACT INSTRUCTIONS
(*FOR SUCCESSFUL BIDDER ONLY*)**

Upon notification of award, contractor and Cabarrus County must execute a contract. Proper execution will expedite processing of the contracts. Listed below are procedures for completing a contract.

1. Signed by President or Vice President
2. Attested by Secretary
3. Affix corporate seal on Contract
4. If the contract is executed by persons other than the President of Vice President and Secretary of the Company, authorization for such signatures as designated by the Board of Directors will be required and attached to the contract.
5. Furnish all required Insurance Certificates called for.
6. Furnish all bonds as called for.

Please return all copies of the contract to the following address:

CONTRACT REFERENCE: FY2014 Fleet Service Trucks
(this contract will take the form of a Purchase Order)

**Cabarrus County – Finance Office
65 Church Street, SE; PO Box 707
Concord, NC 28026-0707**

A fully executed copy will be returned to you for your records.

GENERAL CONDITIONS

- 2.1 Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of the County representative about the error or omission. The intent of this Invitation to Bid is to solicit bids on common commercially available items rather than restrictive specifications. Any manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Offerors are required to state exactly what they intend to furnish. The term "Or Equal", if used, identifies a commercially produced item which has all the essential performance characteristics of the Brand Name stated in the item description. Bids/proposals submitted on an OR EQUAL item must identify the Brand Name and Model Number offered. Offered material must be new and unused unless otherwise specified in the solicitation. Remanufactured or reconditioned does not qualify as new.
- 2.2 Delivery Point:** Unless otherwise stated, all items shall be quoted and delivered F.O.B. destination (i.e. at a specific Cabarrus County address), and delivery cost and charges (if any) shall be included in bid price.
- 2.3 Delivery Time:** When delivery time is requested in invitation documents, time shall be of the essence; therefore, the bid shall include the delivery date. In some instances, the County may specify only a maximum number of days for delivery.
- 2.4 Preparation for Delivery:**
- (A) **Packing:** Packing shall be in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the Invitation to Bid or as revised and included in writing in the contract with the County or on the purchase order. The bidder shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. It shall be the bidders responsibilities to determine the packing is done adequately to assure all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - (B) **Marking:** All cartons shall be clearly identified with the name of the County department making the purchase. Packing lists must be affixed to each carton showing their contents or included inside the carton. If more than one carton is shipped, each carton is to be numbered giving the number of that carton in relation to the total number of cartons shipped in response to the order, i.e. 1 of 4, 2 of 4, etc.
 - (C) **Shipping:** The bidder shall follow shipping instructions as stated in the Invitation to Bid, on the purchase order or as written in the contract.
- 2.5 Multiple/Alternate Bids:** No bidder shall submit more than one bid unless requested by the County in the Invitation to Bid. Any multiple bids must be brought

to the County representative's attention in writing at least five (5) days prior to the opening of the bid.

2.6 Contract types:

- (A) **Definite Quantity:** A definite quantity contract is a fixed-price contract that provides for delivery of a specified quantity of supplies or services either at specified times or when ordered.
- (B) **Indefinite Quantity:** An indefinite quantity contract is a contract for an indefinite amount of supplies or services to be furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type. Generally, an approximate quantity or the best information available as to quantity is stated in the Invitation to Bid. The contract may provide a minimum quantity the County is obligated to order and may also provide for a maximum quantity provision that limits the County obligation to order.

Note: This is an INDEFINITE Quantity contract.

- 2.7 **Prices to be Firm:** Bidder warrants the bid price(s), terms and conditions quoted in their bid shall be firm for acceptance by the County for a period of one hundred twenty (120) days from the bid receipt deadline. Do not include taxes in bid figures. The County pays sales tax which should be added to invoices. The County is exempt from Federal Excise Tax and will issue a Federal Exemption Certificate, if necessary.
- 2.8 **Description of Material:** Proposals for materials, supplies, vehicles, and/or equipment must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which a bid(s) is made. When specified in the Invitation to Bid, copies of detailed factory specifications, ratings, technical data, etc. may be required for submittal along with the bidder's response package.
- 2.9 **Completeness:** All information required by Request for Bid must be completed and submitted to constitute a proper bid.
- 2.10 **Quality:** All components used to manufacture or construct any supplies, materials or equipment covered in this Invitation to Bid shall be new (unless otherwise specified), the latest model, of the best quality and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the North Carolina law, but not including licensing. Materials must comply with all applicable Federal and State OSHA requirements in affect at the time this Invitation to Bid is issued.
- 2.11 **Acceptance of Goods/Services:**
Goods delivered under this Invitation to Bid shall remain the property of the successful bidder until a physical inspection and actual usage of this material and/or services is made and therefore accepted to the satisfaction of the County. IN THE EVENT THE GOODS SUPPLIED TO THE COUNTY ARE FOUND TO BE

DEFECTIVE OR DO NOT CONFORM TO SPECIFICATIONS, THE COUNTY RESERVES THE RIGHT TO CANCEL THE ORDER AND RETURN THE PRODUCT TO THE SUCCESSFUL BIDDER AT THE SUCCESSFUL BIDDERS EXPENSE INVOKING THE PROVISIONS OF SECTION 2.14. One failed sample from each order would be considered representative of the entire order and the entire order would be returned. In the event the services rendered do not conform to the specifications in the Invitation to Bid, the County reserves the right to cancel the written notice to the successful bidder.

- 2.12 Plant and Facility Inspection:** The County may require the bidder to make their plant and/or facilities available for inspection or may require the bidder to provide additional information concerning their ability to perform in compliance with the requirements of this Invitation to Bid. Failure to comply with this requirement may be cause for rejection of the bidder's response.
- 2.13 Guarantee:** Unless otherwise specified by the County, the bidder unconditionally guarantees the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur due to faulty material and/or services, the bidder at their expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County to ensure the least impact to the operation of County business.
- 2.14 NO PUBLICITY OR STATEMENTS TO THE PRESS:** No advertising, sales promotion or other materials of the Consultant or its agents or representatives may identify or reference this Agreement or the County in any manner absent the County's prior written consent. As a condition of entering into this Agreement, the Bidder further agrees to refrain from the following absent the County's prior written approval: (i) making any statement to the media regarding the subject matter of this Agreement or the County's position on any issue relating to this Agreement; or (ii) making any statement to the media on any issue which is in the County's judgment likely to cause the Bidder or County staff to be viewed as anything other than neutral with respect to the subject matter of this Agreement, or cast doubt on the competence or integrity of the Bidder. Failure to comply with this Section by the Bidder shall constitute a material breach and, without limiting any other remedies the County may have, shall entitle the County to terminate this Agreement for default.
- 2.15 Brand Name:** If and whenever brand names, makes, names of manufacturers, trade names, bidder catalogs or model numbers are stated, they are for the purpose of establishing a grade or quality of material. The County may accept any approved equal as defined in Section 2.16.
- 2.16 OR EQUAL Interpretation:** It is the bidder's responsibility to prove to the County that each bid item is equal to the grade or quality of material specified.
- 2.17 Default Provision:** The contract resulting from this Invitation to Bid may be canceled or annulled by the County in whole or in part by written notice of default to

the bidder upon nonperformance or violation of contract terms. Goods and/or services may then be purchased on the open market and, the defaulting successful bidder (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices. The successful bidder shall continue their performance under this contract to the extent any part is not terminated under the provisions of this clause.

2.18 Patent Indemnity: Except as otherwise provided, the successful bidder agrees to indemnify the County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of the contract resulting from this Invitation to Bid or out of the use or disposal by or for the account of the County supplies furnished or construction work performed hereunder

2.19 Certification of Independent Price Determination: By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- (2) Unless otherwise required by law, the bidder has not knowingly disclosed the prices, which have been quoted in this bid directly or indirectly to any other bidder or to any competition prior to the opening of the bid.
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2.20 Award of Contract: A contract, if awarded, shall be awarded to the lowest responsible bidder taking into consideration quality, performance and the execution time specified in the Invitation to Bid. The County alone shall make such determination.

2.21 Qualified Bidder: A Qualified Bidder is defined for purposes of this Invitation to Bid as a party who meets, or by the bid opening deadline can meet, all requirements for licensing, insurance and service contained within this Invitation to Bid.

2.22 Compliance with Specifications-Terms and Conditions: The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Bidder's proposal, Addendum and/or any other pertinent document forms constitute a response to this Invitation to Bid and by reference are made a part hereof.

2.23 Signed Bid: The signed bid shall be considered an offer on the part of the bidder. It shall be deemed accepted upon approval by the Board of Commissioners of Cabarrus County, the County Manager or their designee. In case of default on the

part of the bidder after such acceptance, the County may take such action, as it deems appropriate including legal action for damages.

2.24 Notice to Proceed: The successful bidder shall not commence work under this Invitation to Bid until duly notified by receipt of an executed contract from the County. If the successful bidder does commence work prior to receiving official notification, that action is taken at the successful bidder's risk.

SPECIAL CONDITIONS

4.1.1 Price Change: Preference shall be given to the bidder submitting the lowest price meeting specifications as their bid. Should it be found to be in the best interest of the County to accept a bid with an escalation clause, the following shall apply:

- 4.1a The bid price shall be initially accepted for a specific contract term. Upon written receipt from bidder to the County of documented materials and labor price increases impacting bidder's cost for such items, the County may approve an escalation in the bid price for a revised specific contract term. If the bidder is submitting an escalation clause in their bid, it shall be so indicated with specifics of the clause, on the detailed price proposal page in the detailed specifications in the Invitation to Bid.
- 4.1b This written request to support any proposed increases must be submitted to the Finance Office representative not less than sixty (60) days prior to the effective date of any such requested price increase.
- 4.1c **Any adjustment allowed shall consist of bona fide material/service cost increases, which may be passed on to the consumer.**
- 4.1d No adjustment shall be made to compensate a bidder for inefficiency in operation or for additional profit.

4.2 Bid Bonds: If the total price of apparatus, supplies, material or equipment is \$100,000 or more, the bidder may be required to post a bid bond, cash, cashier's check, or certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the County in the amount of not less than 5% of the bid price.

NOTE: A Bid bond IS NOT required for this bid.

4.3 Performance/Payment Bonds: Each bidder **may** be required to post a payment/performance bond, governmental securities, certified check or money order payable to the County in the amount of 100% of the bid price if awarded the contract. Such bond(s) are due prior to contract execution as a guarantee of the faithful performance of the terms of the contract and payment of all sums due for labor and materials per the contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to subcontractors.

Whenever a bond is provided, a surety authorized to do business in the State of North Carolina and approved by the County shall execute it.

Note: A performance/payment bond IS NOT required for this bid.

4.4 Design and/or Manufacturer Requirement: Goods/materials are required to meet standards as indicated in the Invitation to Bid detailed specifications.

4.5 Warranty Requirements: At a minimum, the manufacturers standard warranty shall be included in the bid price. Any extended warranty requirement shall be requested in the Invitation to Bid detailed specifications.

4.6 Terms of Contract: Contract will be based on the Cabarrus County standard Purchase Order form.

4.7 Contract Type:

_____ (A) Definite Quantity

X (B) Indefinite Quantity

4.8 County Award Criteria: It is understood by the Bidder that the County reserves the right to reject any and all proposals; to make awards on any or all items according to the best interest of the County to waive formalities, technicalities and inequalities, to recover and offer again the Invitation to Bid.

4.9 TRADE SECRETS:

This Invitation to Bid and all proposer responses are considered public information, except for trade secrets specifically identified in writing by the Proposer, which will be handled according to State Statute or other laws. Any section of the Proposer's response package that is deemed to be a trade secret by the Proposer shall be submitted in a separate envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE."

BID RESPONSE PACKAGE

BID RESPONSE FORM (1 of 5)

FROM: Name of Bidder: _____
Street Address: _____
Phone #: () _____
Fed Tax ID #: _____

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY CABARRUS COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
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SEE ATTACHMENTS "A" thru "G"

Estimated Time for Delivery _____
(after receipt of order)

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

<u>ADDENDUM #</u>	<u>DATE</u>
_____	_____
_____	_____

I certify this bid complies with the General Specifications and conditions issued by the County except as clearly marked in the attached copy.

(Please print name)

(Authorized Signature)

(Please print title)

(Date)

BID RESPONSE FORMS
INSURANCE
(3 of 5)

Proposer and Insurance Agent Statement:

We understand the insurance requirements of these specifications and the evidence of insurability shall be provided prior to contract execution. If our client is awarded this contract, we agree to provide the County with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring company.

Insurance Agency

Signature of Bidder's Agent

Insurance Carrier:

Insurance Carrier: _____

Bid Submitted By: _____

Signed: _____

Name (Typed): _____

Address: _____

City State/Zip: _____

Area Code/ Telephone #: _____

(RELATED BID INSURANCE CLAUSES)

Indemnity and Insurance: To the extent permitted by law the successful bidder shall indemnify and save harmless the County, its officers, agents, employees and assigns from and against all loss, damages, expenses and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this Invitation to Bid.

The successful bidder further agrees to purchase and maintain the following insurance coverage's during the life of this contract with an insurance company acceptable to Cabarrus County authorized to do business in the State of North Carolina as follows:

- A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

- B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this contract)

- C) **Workers Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this contract. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given (30) day's written notice of any intent to amend or terminate by either the insured or the insuring company.

**BID RESPONSE FORMS
GENERAL INFORMATION
(4 of 5)**

TO: Cabarrus County
Finance Department
2nd Floor, Government Center
65 Church Street, SE
Concord, NC 28025
Attention: Purchasing Agent

FROM: Name of Bidder: _____
Street Address: _____
City, State: _____
Zip: _____

PHONE #: () _____
FAX #: () _____
FEDERAL TAX ID#: _____
E-MAIL ADDRESS: _____

Indicate legal form of bidder: for statistical purposes only - check one:

	Corporation	Minority Owned: 51% Owned by:	
	Partnership		African American (BBE)
	Individual		Women (WBE)
	Other (specify)		Hispanic (HBE)
			Asian American (ABE)
			Native American (NBE)
			Non-Minority-Owned

BID DOCUMENT CERTIFICATION

FY2014 Fleet Service Trucks

The undersigned hereby certifies the bidder has read the terms of this bid document, and is authorized to bind the company to the information herein set forth.

Date: _____

Name of Company

Printed Name and Title

Signature

ATTACHMENT "A"
Cabarrus County Specs for Dump Truck
PRICE QUOTE SHEET FY 2013 - 2014
Heavy Duty Chassis w/Dump Bed (Godwin & Knapheide quote)
4x2 CHAS/CAB Payload Plus GVWR 19,500 # Pkg
165" Wheelbase
Vinyl Seats 40/20/40
AC
AM/FM Stereo
6.7L V8 Diesel
6-Speed Automatic Transmission
4-Wheel Disc Brakes
Brake Controller
High Capacity Trailer Tow Pkg
Telescopic Trailer Towing Mirrors
After Axle Fuel Tank
Tinted Windows
Power Door Locks
Power Windows
Exterior Color - White
QUOTED PRICE \$ _____
QUANTITY: 1

ATTACHMENT "B"
Cabarrus County Specs for 10,000 GVWR Truck
PRICE QUOTE SHEET FY 2013 - 2014
10,000 GVWR - 4WD Truck
158" Wheelbase
Super Cab (1 1/2)
Vinyl Seats 40/20/40
6.7L V8 Diesel Engine
6-Speed Automatic Transmission
Trailer Tow Pkg
Trailer Hitch
4-Wheel Disc Brakes
Brake Controller
Telescopic Trailer Towing Mirrors
AC
AM/FM Stereo
Tinted Windows
Power Door Locks
Power Windows
Key Fob
Exterior Color - White
QUOTED PRICE \$ _____
QUANTITY: 1

ATTACHMENT "C"
Cabarrus County Specs for 7,000# GVWR Truck
PRICE QUOTE SHEET FY 2013 - 2014
7,000# GVWR - 4WD Truck
145" Wheelbase
Super Cab (1 1/2)
Short Bed (6-1/2 foot)
Vinyl Seats 40/20/40
5.0L V8 Gas Engine
6-Speed Automatic Transmission
Trailer Tow Pkg
Trailer Hitch
Brake Controller
4-Wheel Disc Brakes
AC
AM/FM Stereo
Tinted Windows
Power Door Locks
Power Windows
Key Fob
Exterior Color - White
QUOTED PRICE \$ _____
QUANTITY: 0-1

ATTACHMENT "D"
Cabarrus County Specs for Mid Size 4WD SUV
PRICE QUOTE SHEET FY 2013 - 2014
Mid Size SUV
112.6" Wheelbase
3.5L V6 Engine
4 Wheel Drive
Cloth Bucket Seats
Trailer Tow Package
6-Speed Automatic Transmission
5000 lb tow capacity
Trailer Hitch
Tinted Windows
AC
AM/FM Stereo
Power Door Locks
Power Windows
Exterior Color - White
QUOTED PRICE \$ _____
QUANTITY: 0-1

ATTACHMENT "E"
Cabarrus County Specs for Large 4WD SUV
PRICE QUOTE SHEET FY 2013 - 2014
Large Size SUV capable of attaching winch and towing
119" Wheelbase
5.4L V8 Engine
4 Wheel Drive
Cloth Bucket Seats
Trailer Tow Package
6-Speed Automatic Transmission
Trailer Hitch
Tinted Windows
AC
AM/FM Stereo
Power Door Locks
Power Windows
Exterior Color - White
QUOTED PRICE \$ _____
QUANTITY: 0-1

ATTACHMENT "F"
Cabarrus County Specs for 7,350# GVWR Truck
PRICE QUOTE SHEET FY 2013 - 2014
7,350# GVWR - 4WD Truck
145" Wheelbase
Crew Cab (4 door)
Short Bed
Cloth Seats 40/20/40
5.0L V8 Gas Engine
6-Speed Automatic Transmission
Trailer Tow Pkg
Trailer Hitch
Brake Controller
4-Wheel Disc Brakes
AC
AM/FM Stereo
Tinted Windows
Power Door Locks
Power Windows
Key Fob
Fog Lamps
Running Boards
Exterior Color - White
QUOTED PRICE \$ _____
QUANTITY: 0-3

ATTACHMENT "G"
Cabarrus County Specs for small SUV
PRICE QUOTE SHEET FY 2013 - 2014
Small 4WD SUV
Small 4WD SUV
4 cylinder engine
6 speed automatic transmission
105.9" Wheelbase
4-wheel disc anti-lock brake system
Cloth Bucket Seats
Power Door Locks
Power Windows
Tinted Windows
Exterior Color - White
QUOTED PRICE \$ _____
QUANTITY: 0-1



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Human Services - Discussion Concerning the Establishment of a Phone Policy for Economic Services

BRIEF SUMMARY:

Due to continued issues with the North Carolina FAST implementation within the Economic Services Division, the Department is requesting the Board of Commissioners to consider establishing a temporary policy to restrict incoming phone calls to the Division. This policy will allow staff to devote more time to case processing and conversion in an effort to bring all cases in to compliance for benefit issuance.

REQUESTED ACTION:

For discussion at the work session.

Motion to grant authority to the Department of Human Services to establish a temporary phone policy restricting phone calls to the Division of Economic Services in an effort to allow staff to process and convert cases subject to approval by the County Manager.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Ben Rose, Human Services Director
Trish Baker, Economic Services Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Human Services - Target Corporation Grant Awarded for Arts Supplies for Children in the Foster Care Program

BRIEF SUMMARY:

The Human Services Department, along with the Guardian Ad Litem program, applied for a grant from Target Corporation for arts supplies/programs for children in foster care. The grant was awarded in the amount of \$2,000.

REQUESTED ACTION:

Motion to accept grant award and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Ben Rose, Human Services Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date: **Amount:**

Dept.

Department

Head: William Ben Rose

nt: Human Services - DSS

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

Purpose:

We received this money from Target Stores. It was a grant that will be used to help our Foster Care Children get supplies or go to Art related camps. We received this money last year and applied again for this year and was approved. Money being sent downtown for deposit on 07/16/2013

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00165675-6805-ARTS	Donations	\$0.00	\$2,000.00	\$0.00	\$2,000.00
00195675-9356-ARTS	Special Prog. Supplies	\$0.00	\$2,000.00	\$0.00	\$2,000.00
					\$0.00
	Total				

ATTACHMENTS

[Target Corporation Grant information](#)



Cabarrus County
Department of Human Services

July 26, 2013

To: Ann Wilson, Finance Director

From: Ben Rose, Human Services Director

RE: Target Grant

Dear Ann,

We are excited to announce we have received a grant from the Target Corporation for a third consecutive year. This grant is in the amount of \$2000 and is awarded to increase access to cultural opportunities for children in the Foster Care program.

This grant is the result of a strong collaboration between Human Services and the Guardian Ad Litem program in an effort to expand and enrich educational opportunities to our foster children, especially those fourteen years and older. This grant has allowed for the following opportunities:

- A weekend field trip to Washington D.C. to tour the nation's capital and learn about history and current events,
- A trip to a local symphony,
- Visits to museums and art shows,
- Attendance to a local theater for a play,
- Attendance to local concerts

These events have helped expand the horizons of our foster children and have truly been an excellent opportunity for our children and our programs.

We are most grateful to the Target Corporation for continuing to support our request for funding to provide these cultural opportunities. We will be coordinating again this year with our staff and the Guardian Ad Litem program to develop a plan for activities with the newly awarded grant. Felicia Wilson with the Guardian Ad Litem program has been a truly wonderful partner in this venture.

1303 S. Cannon Blvd • Kannapolis, North Carolina 28083 • State Courier#: 05-09-02 • 704.920.1400 • Fax
704.920.1401

www.cabarruscounty.us/government/departments/social-services

Striving to improve the quality of life in the community for all citizens.

Attachment number 1



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

ITS - Approval of Storage Area Network Lease Extension

BRIEF SUMMARY:

ITS requests approval of Storage Area Network Lease Extension to increase storage capacity for Cabarrus County Government, Cabarrus County Schools and Kannapolis City Schools. Funding was approved in the FY 13-14 budget.

REQUESTED ACTION:

Motion to approve the lease agreement between Cabarrus County and DDI Leasing, Inc.; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Todd Shanley, CGCIO
Cabarrus County ITS Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Planning & Development - 2012-2013 HOME CAPER Annual Report

BRIEF SUMMARY:

Cabarrus County participates in the Cabarrus/Iredell/Rowan HOME Consortium for housing rehabilitation each year. The HOME CAPER is the annual report for the HOME program, which reports expenditures and activities to U.S. Department of Housing and Urbanization Development (HUD). The County is required to hold a public hearing for comment on the report.

REQUESTED ACTION:

Schedule a public hearing for the regular meeting on August 19, 2013 at 6:30 p.m. or as shortly thereafter as persons may be heard, for comment on the HOME CAPER annual report.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [2012-2013 HOME CAPER](#)
 - [2012-2013 HOME CAPER AD](#)
-

HOME Recipients

End of Program Year CAPER Report

Covering July 1, 2012 to June 30, 2013

Please provide detailed information regarding your HOME-assisted projects from July 1, 2012 to June 30, 2013. Complete a separate form for each HOME-assisted activity. Please provide at least one picture of each project listed. Use as much space as needed to answer the questions.

**Please return this form to Pepper Bego no later than August 2, 2013.*

Agency Name: Cabarrus County

Contact Person: Kelly Sifford

2012-2013 HOME-ASSISTED ACTIVITIES

1. Proposed Activities (per Action Plan):

Single Family Rehabilitation

2. Describe how you provided decent housing and a suitable living environment for low and moderate-income persons and how it made an impact on identified needs.

Cabarrus County has identified low to moderate income homeowners with substandard housing as the greatest housing need in its jurisdiction. Cabarrus County has also decided to focus its housing resources on elderly and disabled residents. Low to moderate income persons and families are selected for the single family rehabilitation after going through an application process. The homes are inspected and evaluated for their needs. Qualified applicants have their homes rehabilitated through the HOME program. Cabarrus County uses HQS inspection forms and lead reports by certified inspectors to create work write-ups to meet all the code needs and other needs as defined by the circumstances. Common rehabilitation activities are: roof replacements, electrical and plumbing work, energy efficiency updates, windows, doors, and handicap accessibility features. All of these activities work to keep the home affordable and safe for the client. It also helps Cabarrus County keep clients in the home when accessibility measures are taken. Most work is focused on low to moderate income elderly and disabled clients, thereby meeting the published goals of the program. All of these activities are available to qualified applicants, however, we had difficulty this year finding qualified applicants.

3. Activities and Accomplishments: (Please state whether you met your goals/objectives this year.)

We did not meet our goals for this year. We failed to complete any rehabilitations this year. We attempted to qualify a number of applicants, however, debt, equity, liens and other financial issues prohibited most applicants. We finally qualified a family and signed rehab contracts prior to June 30th. The process of qualification was long due to substantial amounts of lead. There was a lot of preparation for this project.

Please complete the following table.

HOME ACTIVITY (New Const., Rehab, DPA, Etc.)	Description of Accomplishment	Activity Location	Number of Households Assisted
Rehab	n/a	n/a	n/a

PLEASE REMEMBER TO ATTACH PICTURES OF YOUR WORK

4. Describe actions taken to eliminate barriers to affordable housing.

The adequate public facilities ordinance was appealed. This was an added expense to homes in Cabarrus County. Staff directs clients to non-profit agencies to get homebuyer education and down payment assistance where applicable. The local realtor organization is sent information and contacted

on a rotating schedule to ensure active participation and knowledge of assistance programs. Technical assistance and referrals have been offered to families and individuals facing foreclosures.

5. Describe actions taken to overcome the effects of impediments to fair housing.

Cabarrus County has an individual Analysis of Impediments to fair housing as well as the consortium analysis. Each quarter, Cabarrus County does different activities to notify the public of fair housing laws. A Fair Housing notification is posted on the website at all times in English and Spanish, pamphlets are placed in county government buildings and libraries. Social workers receive minimal training on fair housing law and county staff makes contact with agencies that provide services to protected groups. Ads are placed on the local cable access, in the newspaper and on the radio annually. Information is dispersed at outreach programs, festivals and the county fair in order to get the word out as much as possible.

6. Please provide the following statistics by Person (P) or Household (H)

RACE	# of Households	# of People
White	0	0
Black/African American	0	0
Asian	0	0
American Indian/Alaskan Native	0	0
Native Hawaiian/Pacific Islander	0	0
Am Indian/Alaskan Native and White	0	0
Asian & White	0	0
Black/African American and White	0	0
Am Indian/Alaska Native and Black	0	0
Other Multi-Racial	0	0
Hispanic Ethnicity	0	0
Income		
Less than 30% AMI	0	0
31% - 50% AMI	0	0
51% - 80% AMI	0	0
80%- AMI	0	0
Family Status and Special Needs		
Female-Headed	0	0
Disabled (not elderly)	0	0
Elderly	0	0
Homeless	0	0
AIDS/HIV+	0	0

7. Budget Information

(Please provide the information requested below.)

BUDGET INFORMATION		
HOME Funds Budgeted this period	2012-13	98411
HOME Funds Expended this period		\$858
HOME Funds Balance as of June 30, 2012		\$223,259
Other Federal Funds Expended this period		0
Non-Federal Funds Expended this period		0
Total Project Funds Expended this period		\$858



To: Independent Tribune

From: Kelly Sifford, AICP

Date: July 19th 2013

Re: Advertisement

Please run the following advertisement on Wednesday, August 7th and Sunday, August 11th.

Public Hearing Notice
Monday, August 19th, 2013
6:30 p.m.

Cabarrus County Governmental Center
65 Church St. SE, Concord, NC 28025

1. Public Hearing on the HOME program CAPER. This is a housing rehabilitation program for low-income elderly and disabled persons. The CAPER report show \$858 dollars expended and no units completed for 2012-2013. One unit is under contract for rehabilitation.

Any questions concerning this item should be addressed to the Cabarrus County Planning & Development Department- Community Development Division at (704) 920-2142.

IF REASONABLE ACCOMMODATIONS ARE NEEDED TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE CLERK AT (704) 920-2109 AT LEAST 48 HOURS PRIOR TO THE MEETING

Please advertise in block format. Business card size.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Planning & Development - Soil & Water Conservation District - Option to Purchase Conservation Easement Along Back Creek

BRIEF SUMMARY:

The Cabarrus Soil and Water Conservation District (CSWCD) and Mogensen Mitigation Inc. (MMI) have an agreement whereby CSWCD will identify potential sites for stream restoration and wetland mitigation projects, provide technical assistance and hold conservation easements associated with completed projects. On May 20th, the Board of Commissioners approved the agreement for a restoration project on Back Creek, following that approval, MMI prepared an option to purchase a conservation easement as the next step in this restoration project. This agreement went before the Board of Education on June 10, 2013.

REQUESTED ACTION:

Motion to approve the option to purchase the conservation easement along Back Creek.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Dennis Testerman, Senior Resource Conservation Specialist

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Option to Purchase Conservation Easement Along Back Creek](#)
-

OPTION TO PURCHASE WITH DUE DILIGENCE PERIOD

THIS OPTION TO PURCHASE WITH DUE DILIGENCE PERIOD (the “Contract”), is made and entered into this ____day of _____2013, by and between Cabarrus County Board of Commissioners (hereinafter together referred to as “Seller”), and Mogensen Mitigation, Inc. a North Carolina corporation, (hereinafter referred to as “Purchaser”).

WITNESSETH:

WHEREAS, Seller is the owner in fee simple absolute of the following real property, together with all improvements thereon, and all rights and appurtenances thereto pertaining, hereinafter referred to as the “Property”:

An approximately 3-4 acres portion of those certain tracts or parcels of land containing approximately 60 acres, located in Harrisburg, North Carolina, more particularly described in deeds recorded in the Cabarrus County Registry Parcel #1493, Blk #41, Sheet 5517 respectively as such 3-4 acre portion shall be more particularly shown and described by survey to be performed by Purchaser, at Purchasers expense.

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser a conservation easement (the “Easement”) on portions of the Property identified, and Purchaser has requested that Seller grant and convey to Purchaser the right and option to purchase said Easement, together with a twelve month Due Diligence Period to inspect the Property which includes the Easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, Seller and Purchaser promise, covenant and agree as follows:

I.

GRANT OF OPTION TO PURCHASE EASEMENT AND DUE DILLIGENCE PERIOD

1.1 Seller hereby grants and conveys to Purchaser, subject to and upon the terms and conditions set forth in this Contract, an exclusive and irrevocable right and “Option to Purchase” the Easement herein described, together with a “Due Diligence Period” of Twelve (12) months beginning the day this Contract is executed by both parties or upon the final signatory and terminating at 5:00 pm on the first anniversary said date. During the Due Diligence Period the Purchaser (pursuant to Section VII below) will inspect the Property and coordinate with several regulatory agencies to decide if Purchaser does, in fact, desire to exercise its Option to Purchase the Easement.

II.

OPTION FEE

Upon execution of this Contract, Purchaser shall deliver a check in the amount of \$1.00 to Seller as consideration for the Option to Purchase conveyed hereunder and the Due Diligence Period (the "Option Fee"). In the event that Purchaser shall exercise its Option to Purchase, the Option Fee paid to Seller shall be credited against the amount of Purchase Price (hereinafter defined) payable by Purchaser hereunder. If the Option to Purchase is not exercised, Seller shall retain the Option Fee as full and complete consideration hereunder.

III.
PURCHASE PRICE

3.1 The price to be paid by Purchaser to Seller for the Easement shall be one (1) Dollar (\$1.00) (the "Purchase Price"), for approximately 3-4 acres (exclusive of acreage located within any utility easement or right of way, all to be confirmed by survey obtained by Purchaser during the Due Diligence Period, together with any adjustments to Purchase Price resulting from acreage differentials. The Option Fee referenced in Section II above will be applied towards the Purchase Price if the Option to Purchase is exercised.

3.2 The Purchase Price, shall be payable in cash or certified funds on the Closing Date (as defined in Article 5.1).

IV.
CLOSING SCHEDULE AND CLOSING PROCEDURES

4.1 Provided Purchaser shall have exercised its Option to Purchase by written notice given to Seller prior to the expiration of the Due Diligence Period, closing of the conveyance of the Easement (hereinafter referred to as the "Closing" or "Closing Date") shall occur within Ninety (90) days after the end of the Due Diligence Period. At Closing:

- (A) Seller shall:
 - (i) Execute and deliver to Purchaser the Conservation Easement, subject only to the Permitted Exceptions (hereinafter defined) in form and content acceptable to Purchaser.
 - (ii) Pay Seller's closing costs as hereinafter specified.
 - (iii) Have paid all property taxes affecting the Property for the years prior to the year of Closing.
 - (iv) Deliver to Purchaser an affidavit and indemnity agreement in a form satisfactory to Purchaser and, if applicable, Purchaser's title insurance company showing that all labor and materials furnished to the Property within one hundred twenty (120) days prior to the date of the Closing have been paid for and agreeing to indemnify Purchaser and, if applicable, such title insurance company from

any cause or claim arising therefrom.

- (v) Satisfy and discharge of record, any mortgage, deed of trust or other lien encumbering the Property.
- (vi) Deliver to Purchaser an affidavit certifying that Seller is not a foreign entity.
- (vii) Deliver to Purchaser unencumbered possession of the Easement.

(B) Purchaser shall:

- (i) Pay Purchaser's closing costs as herein specified.
- (ii) Pay the Purchase Price.

4.2 Closing costs at Closing shall be paid as hereinafter specified:

(A) By Seller:

- (i) All taxes for years prior to the year of Closing on the Property;
- (ii) Seller continues to be responsible for all property taxes;
- (iii) Seller's own attorney's fees;
- (iv) Payment of any document, transfer or revenue stamps required by law, any assessments due to any governmental authority, and the cost to clear any lien, encumbrance or other title exception on the Property required by Purchaser to be cleared by Seller;
- (v) Such other Seller costs and fees customarily paid by sellers in Cabarrus County, North Carolina land transactions of this nature.

(B) By Purchaser:

- (i) Purchaser's attorney's fees;
- (ii) Such other incidental costs and fees customarily paid by purchasers in Cabarrus County, North Carolina land transactions of this nature.

V.

REPRESENTATIONS AND WARRANTIES AND AGREEMENTS OF SELLER

Seller hereby makes the following representations and warranties, which shall also be true as of the date of Closing and which shall survive the Closing:

5.1 Seller is the exclusive owner of the Property and the party signing this Contract has full power and authority to execute and deliver the Contract and the Easement on behalf of the Seller.

5.2 There are no parties, other than Seller, in possession of any portion of the Property as lessees, tenants at sufferance or trespassers and there are no leases or operating agreements applicable to such portions of the Property that will prohibit this sale.

5.3 There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any portion thereof, nor is any such proceeding or assessment contemplated by any Governmental Authority. As used herein, the term "Governmental Authority" shall mean the United States, the State of North Carolina, the County of Cabarrus, and any agency, department, commission, board, agency, bureau, political subdivision or instrumentality of any of them. If notice, or knowledge of same becomes available to Seller during the term of this Contract, Seller shall immediately notify Purchaser.

5.4 There is no pending or threatened litigation or administrative proceeding, which could adversely affect title to the Property or any part thereof or the ability of Seller to perform any of its obligations hereunder or the use of the Easement and Property by Purchaser for wetlands restoration and preservation or otherwise affect the Property in any way. If notice, or knowledge of same becomes available to Seller during the term of this Contract, Seller shall immediately notify Purchaser in writing. Seller agrees to indemnify and hold Purchaser harmless from any and all losses which Purchaser may sustain or incur incident to any litigation presently existing or which may be instituted prior to or subsequent to Closing with respect to an action or failure to act as to the Property which occurred prior to the Closing.

5.5 The Property has full and free access from Hickory Ridge Road and/or Raging Bull Road, which is a public highway, and to the best of Seller's knowledge, there is no pending or threatened governmental proceeding or any other fact or condition which would limit or result in the termination of such access.

5.6 There exists no judicial, quasi-judicial, administrative or other proceeding or court order, building code provision, deed restriction or restrictive covenant (recorded or otherwise) or other private or public limitation, which might in any way impede or adversely affect the use of the Property by Purchaser for wetland or stream mitigation purposes.

VI.
ENVIRONMENT AND ECOLOGY

Prior to Closing, Purchaser shall have received evidence satisfactory to the sole discretion of Purchaser of the following: (a) the environmental and ecological condition of the Property is such that the Property is not and will not be in violation of any Environmental Requirement (as defined in Section XIV) applicable thereto as of the Closing; (b) the soil, surface water and ground water of or on the Property as of the Closing are free from Hazardous Materials (as defined in Section XIV); and (c) the Property as of the Closing Date has not been used for the treatment, storage or disposal of any Hazardous Materials. In addition, Purchaser shall have the right to obtain soil reports, environmental assessments and tests from a qualified person selected by Purchaser, with respect to the environmental and ecological condition of the Property including, but not limited to, the presence of any Hazardous Materials in, on or beneath the surface of the Property or in the ground water or the surface water on or in the Property, which reports and tests shall be satisfactory to Purchaser in its sole discretion. If Purchaser has not received the foregoing to its sole satisfaction prior to Closing, Purchaser may terminate this Contract without any liability by Purchaser to Seller. If Purchaser elects to terminate this contract, for any reason related to investigations made by Purchaser herein, Seller is not in default.

VII.
INSPECTION RIGHTS

7.1 Prior to the Closing, Purchaser at its sole expense shall have the right to conduct inspections, testing and assessments or investigations of the Property including soil studies, environmental studies, tests and assessments, zoning, title, survey, building inspections and any other matters in Purchaser's sole discretion to determine whether or not the Property is suitable for the purposes and intended use of the Purchaser.

7.2 Prior to the Closing, Purchaser at its sole expense shall have the right to conduct inspections, testing and assessments or investigations of the Property (with due consideration of any current tenant), and studies and assessments of the economic viability of Purchaser's intended use of the Property as a stream restoration and/or wetland mitigation site (hereinafter collectively referred to as the "Inspections").

7.3 Seller agrees to cooperate in any way reasonably necessary to conduct all such inspections, tests or investigations of the Property. The Property shall be in the same condition at Closing as at the end of the Due Diligence Period. Purchaser shall notify Seller immediately in writing of any condition of the Property, which in Purchaser's sole judgment is unsatisfactory. Seller shall have the option of (a) curing the defects, (b) providing Purchaser a closing credit to the Purchase Price in an amount mutually agreed upon by Seller and Purchaser, or (c) refusing to complete any such repairs or remedial work. If Seller elects not to complete the repairs or to provide a closing credit, then Purchaser shall have the option of (a) accepting the Easement with the Property in its present condition or (b) terminating this Contract. In the event Purchaser elects to cancel this Contract, the parties shall be relieved of all further obligations hereunder. Purchaser, however, agrees to restore the Property to its condition existing before such

inspections, tests and investigations (normal wear and tear resulting from such inspections excepted) and to indemnify and hold Seller harmless from any damages or loss directly resulting from such activities of Purchaser. If Purchaser elects to terminate this Contract, for any reason related to investigations made by Purchaser herein, Seller is not in default.

VIII.
SELLER'S COVENANTS AND AGREEMENTS

Seller hereby covenants and agrees to, immediately upon obtaining knowledge of the institution of foreclosure or any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, notify Purchaser of the pendency of such proceedings.

IX.
PURCHASER'S COVENANTS AND AGREEMENTS

9.1 Responsibility for maintaining and monitoring the Easement shall belong solely to the Purchaser and/or its assignees and assigns and not to the Seller.

9.2 Purchaser agrees to transfer the Easement to the Cabarrus Soil and Water Conservation District (CSWCD) before or after closure of the proposed mitigation bank. This will be done at the mutual discretion of the Purchaser and the CSWCD. An endowment will be negotiated and paid prior to the Easement transfer.

X.
TITLE COMMITMENT

During the Due Diligence Period Purchaser shall obtain a commitment for title insurance (hereinafter referred to as the "Commitment"), together with true and legible copies of all items referred to as exceptions in such Commitment. The Commitment shall be dated no earlier than this Contract and shall show title to the Property to be in Seller's name. Purchaser shall have until the day of the Closing in which to approve or disapprove the exceptions to title. If Purchaser shall fail to give any notice to Seller prior to the day of Closing, Purchaser shall be deemed to have approved the exceptions to title set forth in the Commitment and shall have waived any objection it may have to the exceptions to title set forth in the Commitment. If Purchaser finds any such exceptions to title set forth in the Commitment to be unacceptable, then Purchaser shall, prior to the day of Closing, notify Seller in writing of such fact and the Closing shall be delayed until such obligations are cured or Purchaser terminates this Contract. Seller may, but shall not have any obligation to, then undertake to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Purchaser within twenty (20) days. In the event Seller delivers written notice to Purchaser that it is unwilling or unable to eliminate or modify such unacceptable exceptions to the satisfaction of Purchaser within twenty (20) days after notice of such unacceptable items, or in the event Seller fails to respond during such twenty (20) day period Purchaser may, at its option, terminate this Contract by notice in writing to Seller, or Purchaser may accept title to the Easement with the Property in the condition set forth in the Commitment, with the elimination of such unacceptable matters as have been obtained, provided that in such event no adjustment shall be made to the Purchase Price. Such title exceptions and matters to which the Purchaser agrees to accept title shall be referred to herein as

the "Permitted Exceptions." Notwithstanding the foregoing, Seller shall satisfy and discharge of record any and all mortgages, deeds of trust and lines encumbering the Property and in no event shall any such mortgage, deed of trust or lien be considered a Permitted Exception.

XI. REMEDIES/TERMINATION

11.1 Seller's Remedies. If Purchaser defaults in performing its obligations hereunder for any reason other than Seller's default, Seller's sole remedy shall be to terminate this Contract and to retain the Option Fees full and complete liquidated damages hereunder.

11.2 Purchaser's Remedies. If Seller defaults in performing its obligations hereunder for any reason other than Purchaser's default, Purchaser shall be entitled to terminate this Contract and to receive a refund of the Option Fee, and Purchaser may, in addition to or in the alternative, use all remedies available to it, including specific performance to obtain performance of all the terms and conditions herein and suit for damages arising out of any breach of covenant or representation or warranty by the Seller.

11.3 Cure of Default. No failure or default by Purchaser or Seller with regard to any act required by it shall result in the termination or limitation of any right of such Party hereunder, unless and until such Party shall have failed to remedy such failure or cure such default within fifteen (15) days after the receipt of notice from the other Party specifying such failure or default.

11.4 Termination. If this Contract is terminated by mutual agreement of the Parties hereto, Purchaser shall be entitled to the return of the Option Fee, and thereafter the parties hereto shall have no further obligation or liability one to the other hereunder.

XII. REAL ESTATE COMMISSION

The Parties hereby represent and warrant to each other that there are no real estate commissions or finder's fees to be paid by the Purchaser as a result of the execution and/or consummation of this Contract. Further, each party agrees to hold the other harmless and to indemnify the other from any and all claims for real estate commissions and/or finders fees.

XIII. NOTICES

13.1 Any notice, request or other communication given pursuant to this Contract shall be in writing and shall be deemed delivered:

- (A) five (5) days after deposit in the United States Mail, registered or certified mail, return receipt requested, postage prepaid;
- (B) when received if personally delivered;

- (C) within twelve (12) hours after being sent by fax, and
- (D) within one (1) business day of being sent by established overnight courier, to the Parties at the respective addresses shown below:

SELLER:

Cabarrus County Board of Commissioners
Administrative Offices
65 Church St. SE
Concord, NC 28025

PURCHASER:

Mogensen Mitigation, Inc.
P.O. Box 690429
Charlotte, NC 28227

The above-listed addresses may be changed by any Party by written notice sent in accordance with this paragraph.

XIV. DEFINITIONS

For purposes of this Contract, "Hazardous Material" means any substance (i) the presence of which requires investigation or remediation under any Applicable Law or federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or (ii) which is or becomes defined as a "hazardous substance," pollutant or contaminant under any Applicable Law or federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 6901 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any Governmental Authority; or (iv) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or (v) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) without limitation which contains polychlorinated biphenyls (PCB's), asbestos or urea formaldehyde insulation; and "Environmental Requirements" means any and all applicable present and future federal, state or local statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, authorizations and similar items, and any and all applicable judicial or administrative decrees, judgments or orders relating to the protection of human health or the environment or to the protection of the health and safety of employees or the public.

XV.

MISCELLANEOUS

15.1 Any covenant or agreement herein which contemplates performance after the time of Closing, shall not be deemed to be merged into or waived by the instruments of the Closing, but shall expressly survive such Closing and be binding upon the Parties obligated thereby.

15.2 The terms, provisions, warranties, representations, covenants and agreements contained in this Contract shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Notwithstanding the preceding provision, this Contract may be assigned by Purchaser without the consent of Seller.

15.3 Time is of the essence in the performance of this Contract.

15.4 The Parties will each reasonably cooperate with each other, their employees and agents to facilitate the transaction contemplated herein.

15.5 This Contract shall be governed and interpreted under the substantive laws of North Carolina, without regard to its choice of law rules.

15.6 The paragraph headings used in this Contract are for convenience purposes only and shall not be used in the interpretation of this Contract.

15.7 All exhibits attached hereto, if any, are incorporated herein by reference and made a part of this Contract.

15.8 Failure of Purchaser to insist in any one or more instances upon the performance of any of the covenants, agreements and/or conditions of this Contract, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such or other covenant or condition.

15.9 Purchaser acquires real property interests in the Property by the execution of this Contract. Purchaser's rights vest upon Closing and the payment of the sums specified herein.

15.10 This Contract contains the entire agreement between the Parties relating to the Property and the Easement, and neither Party shall be bound by any verbal statement or agreement made heretofore. This Contract cannot be modified except by written agreement signed by both Parties.

15.11 If any items, terms or provisions contained in this Contract are in conflict with any Applicable Laws, this Contract shall be affected only as to its application to such items, terms or provisions, and shall in all other respects remain in full force and effect.

15.12 In the event that Seller and Purchaser breach any of the terms, provision, warranties, representations, covenants or agreements contained in this Contract and Seller and Purchaser become involved in litigation with regard to breach hereof, the prevailing Party shall be entitled to be paid its reasonable attorneys' fees.

15.13 Nothing contained herein is intended to create, nor shall it ever be construed to make the Seller and Purchaser partners or joint venturers.

15.14 Each and every representation, warranty and agreement by either party to the other shall be considered material and any breach thereof shall be an event of default and shall entitle the damaged party to utilize any and all remedies available to it and specified in this Contract.

15.15 Risk of loss prior to Closing shall be on Seller. If, prior to Closing, (i) all of the Property or (ii) any part of the Property that materially impairs the intended use of the Property shall be destroyed or damaged by fire or other casualty, and unless such damage or destruction is either repaired by Seller prior to Closing or arrangements for repair satisfactory to Purchaser are made prior to Closing so that the Property shall be in as good a condition at Closing as existed at the date of this Contract, then this Contract shall, at the option of Purchaser, be terminated.

15.16 If prior to the Closing (i) all of the Property or (ii) any part of the Property that materially impairs the intended use of the Property or Easement is taken by eminent domain or becomes the subject of a condemnation proceeding, Purchaser shall have the option by written notice to Seller, to terminate this Contract.

15.17 Whenever the context permits, a singular shall include plural and one gender shall include all.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Contract under seal on the dates set forth under their signatures below.

SELLER:
Cabarrus County Board of Commissioners

By: _____(SEAL)

_____(SEAL)

PURCHASER:

Mogensen Mitigation, Inc.
a North Carolina corporation
P.O. Box 690429
Charlotte, NC 28227

By: _____(SEAL)

Name: _____

Its: _____



**CABARRUS COUNTY
BOARD OF COMMISSIONERS**

**WORK SESSION
AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at August 19, 2013 Meeting

SUBJECT:

Sheriff – Approval of Bid from Hilbish Motor Company for 2014 Ford Police Interceptor Vehicles - \$367,185

BRIEF SUMMARY:

The Cabarrus County Sheriff's Office budgeted \$390,000 for fifteen (15) police vehicles for FY 2014. The RFB (Request for Bids) was advertised for 2014 Ford Police Interceptor Vehicles. There were two bids submitted. One bid was from Hilbish Motor Company in Kannapolis, NC with a price per vehicle of \$24,479.00. The other bid was from Lum's Ford in Albemarle, NC with a price per vehicle of \$25,136.50. Using the lowest bid, the price for fifteen (15) police vehicles will be \$367,185.

REQUESTED ACTION:

Motion to approve the bid award with Hilbish Motor Company and authorize the Cabarrus County Sheriff's Office to purchase fifteen (15) Ford Police Interceptor Vehicles at a total cost of \$367,185.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Paul D. Hunt, Chief Deputy
Sherrif's Office

BUDGET AMENDMENT REQUIRED:

COUNTY MANAGER'S RECOMMENDATIONS / COMMENTS:

BID RESPONSE PACKAGE

BID RESPONSE FORM (1 of 5)

FROM: Name of Bidder: HILBISH MOTOR CO.
Street Address: 2600 S. CANNON BLVD.
KANNAPOLIS, N.C. 28083
Phone #: (704) 938-3121
Fed Tax ID #: 560660637

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY CABARRUS COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
-------------	--------------------	--------------

SEE ATTACHMENT "A"

Estimated Time for Delivery APPROX. 90 DAYS
(after receipt of order)

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

<u>ADDENDUM #</u>	<u>DATE</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I certify this bid complies with the General Specifications and conditions issued by the County except as clearly marked in the attached copy.

BILL OVERCASH
(Please print name)

(Authorized Signature)
SALES MANAGER
(Please print title)
07/29/2013
(Date)

ATTACHMENT "A" – 2014 Police Vehicle Base Price Bid Sheet

P2M—AWD Interceptor

E3---Arizona Beige

R----Cloth/Vinyl

W---Black

500A—Equip Group

Flex fuel

99K----3.7L V6 TIVCT

44J-----6-Spd Auto Tran

Front License Bracket

21L-----Spot Lamp Driver

64L-----18" Wheel Cover

77B-----Rear View Camera

854-----Trunk Upfit Package

Grill Lamp Wire

Electronic Tray

RR Console Plat

Trunk Fan

62T-----Trunk Release

SP FLT ACCT CR

Base Price per Vehicle: \$ 24,479.00

Maximum time period for price guarantee (beyond 120 days): 2014 MODEL YEAR

BID RESPONSE PACKAGE

BID CHECK LIST (2 of 5)

Bid Check List: Confirm by placing a check mark in the space provided that as the bidder the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid.

- (A) N/A Bid bond provided, if required. (See Section 4.2)
- (B) ✓ Addendum's acknowledged. Please contact the Finance Office representative to verify the number of addendum's issued.

Addendum Receipt:

The following confirms receipt of any and all addenda issued for this Invitation to Bid:

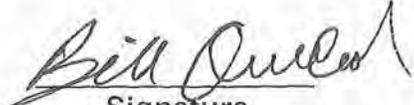
Addendum #	Date Issued
_____	_____
_____	_____

- (C) ✓ Bid document has been signed by authorized bidder official
- (D) ✓ Bid package has been properly labeled per the instructions. (See Section 1.4)
- (E) ✓ Bid Response Package including Forms and any related specification Check-off lists.

The signature below certifies the bid response complies with the requirements of this Invitation to Bid and that the above items A through E have been verified as complete

07/29/2013
Date

BILL OVERCASH
Printed/Typed Name


Signature

**BID RESPONSE FORMS
INSURANCE
(3 of 5)**

Proposer and Insurance Agent Statement:

We understand the insurance requirements of these specifications and the evidence of insurability shall be provided prior to contract execution. If our client is awarded this contract, we agree to provide the County with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring company.

Insurance Agency

Signature of Bidder's Agent

Insurance Carrier:

Insurance Carrier: _____

Bid Submitted By: _____

Signed: _____

Name (Typed): _____

Address: _____

City State/Zip: _____

Area Code/ Telephone #: _____

(RELATED BID INSURANCE CLAUSES)

Indemnity and Insurance: To the extent permitted by law the successful bidder shall indemnify and save harmless the County, its officers, agents, employees and assigns from and against all loss, damages, expenses and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this Invitation to Bid.

The successful bidder further agrees to purchase and maintain the following insurance coverage's during the life of this contract with an insurance company acceptable to Cabarrus County authorized to do business in the State of North Carolina as follows:

- A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this contract)
- C) **Workers Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this contract. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given (30) day's written notice of any intent to amend or terminate by either the insured or the insuring company.

**BID RESPONSE FORMS
GENERAL INFORMATION
(4 of 5)**

TO: Cabarrus County
Finance Department
2nd Floor, Government Center
65 Church Street, SE
Concord, NC 28025
Attention: Purchasing Agent

FROM: Name of Bidder: HILBISH MOTOR CO.
Street Address: 2600 S. CANNON BLVD.
City, State: KANNAPOLIS, N.C.
Zip: 28083

PHONE #: (704) 938-3121
FAX #: (704) 938-3125
FEDERAL TAX ID#: 56 066 0637
E-MAIL ADDRESS: BOVERCASH@HILBISHFORD.COM

Indicate legal form of bidder: for statistical purposes only - check one:

XXX	Corporation	Minority Owned: 51% Owned by:
	Partnership	African American (BBE)
	Individual	Women (WBE)
	Other (specify)	Hispanic (HBE)
		Asian American (ABE)
		Native American (NBE)
		Non-Minority-Owned

BID DOCUMENT CERTIFICATION

FY2014 Police Vehicles

The undersigned hereby certifies the bidder has read the terms of this bid document, and is authorized to bind the company to the information herein set forth.

Date: 07/29/2013

HILBISH MOTOR CO.

Name of Company

BILL OVERCASH SALES MANAGER

Printed Name and Title



Signature



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**AUGUST 19, 2013
6:30 P.M.**

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

REVEREND MICHAEL WATERS
PARKWOOD BAPTIST CHURCH
CONCORD, NC

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Human Services - Child Support Awareness Month Proclamation
2. Planning & Development - Recognition of Danny Fesperman for His Service on the Cabarrus County Planning and Zoning Commission
3. Planning & Development - Soil and Water Conservation District - 50th Anniversary Proclamation

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

E. OLD BUSINESS

F. CONSENT AGENDA

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

1. Active Living and Parks - Development of Two Multi-Purpose Fields at Frank Liske Park
2. CCS - Proposed Sale of Property
3. Cooperative Extension - Agricultural Advisory Board - Recommendation for Voluntary Agricultural District Application Approval
4. Cooperative Extension - Receipt of Cannon Foundation Grant Proceeds from the Cabarrus 4-H Foundation, Inc. - \$35,000
5. County Manager - Adoption of the 2013 County Management Records Retention and Disposition Schedule
6. County Manager - Request from the Town of Midland for a Sewer Easement Across Wallace Park Property
7. Finance - Rent and Utilities for Human Services and Elma C. Lomax Incubator Farm -Budget Amendment
8. Finance- Reappropriation of Funds for Ongoing Projects
9. General Services - Award of Service Truck(s) and SUV(s) Bids
10. Human Services - Discussion Concerning the Establishment of a Phone Policy for Economic Services
11. Human Services - Target Corporation Grant Awarded for Arts Supplies for Children in the Foster Care Program
12. ITS - Approval of Storage Area Network Lease Extension
13. Planning & Development - Soil & Water Conservation District - Option to Purchase Conservation Easement Along Back Creek
14. Sheriff - Approval of Bid from Hilbish Ford Company for 2014 Ford Police Interceptor Vehicles - \$367,185
15. Tax Administration - Refund and Release Report - July 2013

G. NEW BUSINESS

1. EDC - Economic Development Grant Request for Windshear & Public Hearing - 6:30 P.M.
2. Planning & Development- 2012-2013 HOME CAPER Annual Report - Public Hearing 6:30 P.M.
3. County Manager - Revision to Chapter 78, Article III Code of Ordinances & Public Hearing - 6:30 P.M.

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments (Removals) - Adult Care Home Community Advisory Committee
2. Appointments - Charlotte Douglas International Airport Commission

3. Appointments - Council for a Sustainable Local Economy (CSLE)
4. Appointments - Home & Community Care Block Grant (HCCBG) Advisory Committee
5. Appointments - Planning and Zoning Commission
6. Appointments - Transportation Advisory Board

I. REPORTS

1. County Manager - Monthly Reports on Building Activity
2. Human Services - Department of Human Services Quarterly Report for April 2013 - June 2013
3. Planning & Development - CDBG Monthly Report for June
4. Register of Deeds - 2nd Quarter Records Report
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

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:

August 22-25	NCACC Conf.	TBD	Greensboro, NC
September 3	Work Session	4:00 p.m.	Multipurpose Room
September 16	Regular Meeting	6:30 p.m.	BOC Meeting Room
October 7	Work Session	4:00 p.m.	Multipurpose Room
October 21	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

**AUGUST 5, 2013
4:00 P.M.**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation

BRIEF SUMMARY:

A closed session is needed to consult with the county attorney concerning threatened or pending litigation as authorized by NCGS 143-318.11(a)(3).

REQUESTED ACTION:

Motion to go into closed session to discuss threatened or pending litigation as authorized by NCGS 143-318.11(a)(3).

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
AUGUST 5, 2013**

SUPPLEMENTAL INFORMATION:

DISCUSSION ITEMS FOR ACTION AT AUGUST 19, 2013 MEETING

- 4.11 Finance – Reappropriation of Funds for Ongoing Projects**
- Reappropriation Request Form FY13 to FY14 Combined Pg. 386
 - Budget Amendment Pg. 388
- 4.12 General Services – Award of Service Truck(s) and SUV(s) Bids**
- Bid Package Pg. 391
- 4.17 Planning and Development – Soil and Water Conservation District – Option to Purchase Conservation Easement Along Back Creek**
- Resolution Pg. 438

**CHANGES TO THE AGENDA
AUGUST 19, 2013**

ADDITIONS:

NEW BUSINESS

Cardinal Innovations Healthcare Solutions – 4th Quarter FY 2013 Dashboard Report for Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services

Department	Project / Grant	Account Information Fund-I-Dept-Object-Proj FY13 GL Codes	FY14 GL Codes	Account Description	Amount	Justification
Finance	Fund Balance Reappropriated	00161710-6901	Various	Fund Balance	(3,799,916.00)	
Non-Departmental	Rocky River Elem Easement	00161910-6439	00161910-6439	NC Dept of Transportation	(375.00)	The NC DOT has not purchased the easement as of June 30, 2013. When received, the funds will be sent to Cabarrus County Schools
General Services	Controllers for AC units at old jail/Courthouse Annex	00192210-9501-BM	34392210-9830-Annex	Move to Cap Project Fund for Courthouse Annex	32,000.00	Old Jail Renovations to create Courthouse Annex will not start until January
General Services	Stamped Concrete between Historic Court House and the Court House	00191952-9501	34392210-9830	Move to Cap Proj Fund Other Improvements	36,000.00	Can't be done until the jail demolition project is completed
General Services	Kannapolis Library Meeting Room Renovations	00191952-9501	34398210-9821-0440	Move to Cap Project Fund for Kannapolis Library	10,000.00	Project is in design phases now but project has not been bid yet
General Services	Concord Library Air Balancing	00191952-9501	00191952-9501	Building & Grounds Maintenance	15,500.00	Could not complete until hot deck fan was installed and wrong fan was delivered at first causing a 4 month re-order
Information Services	Voluntee Fire Dept technology project	00191810-9342 FIRE	00191810-9342 FIRE	Minor Technology	87,100.00	Volunteer Fire Department Mobile Dispatch Project approved in May 2013. Waiting on fire depts to purchase laptops; estimated completion by June 30, 2014.
Information Services	District Courts technology project	00191810-9342 COURT	00191810-9342 COURT	Minor Technology	4,806.00	Video capabilities for District Court in process, est completion November 2013.
Emergency Management	Consultant / EOP Re-wright	00192710-9605	00192710-9605	Consultants	30,269.00	EOP re-write not complete
EMS	Tax and Tag for 3 new ambulances	00192730-9863	00192730-9863	Motor Vehicles	13,500.00	Ambulances ordered in FY 13 and received in July FY 14. The ambulances themselves were carried over via the purchase order system. This re-appropriates the tax and tags for them.
Economic Development Incentive	Incentive Grant	00193320-971012	00193320-971012	PreGel	4,000.00	Estimate for prior fiscal year, unexpended, and estimated to be expended in Current Fiscal Year, 2014, per Agreement between County and Grantee.
Economic Development Incentive	Incentive Grant	00193320-971025	00193320-971025	Celgard LLC	247,000.00	Estimate for prior fiscal year, unexpended, and estimated to be expended in Current Fiscal Year, 2014, per Agreement between County and Grantee.
Economic Development Incentive	Incentive Grant	00193320-971027	00193320-971027	DNP IMP America	149,000.00	Estimate for prior fiscal year, unexpended, and estimated to be expended in Current Fiscal Year, 2014, per Agreement between County and Grantee.
Legal	Severance and Vacation Payout	00191115-9121	00195610-9122	Other Payouts	31,494.00	Employee in Legal working until 8/1; other staff paid out of FY 2013
Capital Outlay Schools	SANS Storage	00197210-9862	00197210-9862	Technology - CCS	\$ 17,434.00	The SAN's Storage project could not be completed by June 30, 2013
Capital Outlay Schools	Rocky River Elem Easement	00197210-9701-0653	00197210-9701-0653	Cab Cty Schools-RR Elem Easement	\$ 375.00	The NC DOT has not purchased the easement as of June 30, 2013. When received, the funds will be sent to Cabarrus County Schools
Capital Outlay Schools	Security Camera Project	00197210-9701-CAMSY	00197210-9701-CAMSY	CCS-Camera System Upgrades	\$ 859,024.00	The Camera System upgrades are projected to be completed by 12-3-13
Capital Outlay Schools	Emergency Generataor	00197210-9701-EMGEN	00197210-9701-EMGEN	CCS-Emergency Generator	\$ 96,200.00	The Generator should be installed by 7-22-13

Department	Project / Grant	Account Information Fund-I-Dept-Object-Proj FY13 GL Codes	FY14 GL Codes	Account Description	Amount	Justification
Capital Outlay Schools	Field House Construction	00197210-9701-FLDHS	00197210-9701-FLDHS	CCS-Field House Construction	\$ 269,849.00	The Field House should be completed by 12-31-13
Capital Outlay Schools	Safety Locks	00197210-9701-LOCKS	00197210-9701-LOCKS	CCS-Locks	\$ 40,000.00	The replacement of locks at 4 schools should be completed by 8-16-13
Capital Outlay Schools	Tennis Court Reconstruction	00197210-9701-TENIS	00197210-9701-TENIS	CCS-Tennis Court Reconstruction	\$ 262,500.00	The Tennis Court reconstruction at Concord and Mt. Pleasant High should be completed by 8-10-13
Capital Outlay Schools	Virtual Desktop Infrastructure (VDI) project	00197230-9862-KANN	00197230-9862-KANN	Technology - KANN	\$ 54,647.00	The Virtual Desktop Infrastructure project could not be completed by June 30, 2013
Capital Outlay Schools	HVAC Projects	00197230-9702-HVAC	00197230-9702-HVAC	KCS-HVAC Projects	\$ 319,985.00	The HVAC control projects should be completed by 8-31-13
Capital Outlay Schools	RCCC-Capital Outlay	00197240-9719	00197240-9719	RCCC-Capital Outlay	\$ 580,000.00	The South Campus Student Center Renovation will begin 1-1-14 and should be completed by 10-31-2014
Capital Outlay Schools	RCCC-Capital Outlay	00197240-9719	00197240-9719	RCCC-Capital Outlay	\$ 239,608.00	The Relocation of Programs to CBTC will begin 8-1-13 and should be completed by 12-31-14.
Capital Outlay Schools	RCCC-Energy Conservation	00197240-9719-ENERG	00197240-9719-ENERG	RCCC-Energy Conservation	\$ 200,000.00	The South Campus Energy Retrofit should be completed by 12-31-13
Library	Cannon Trust		00198240-9302	Circulation Stock	143,000.00	Annual grant from the Cannon Charitable Trust.
Library	Cannon Trust		00198240-9445	Purchased Services	25,000.00	Annual grant from the Cannon Charitable Trust.
Library	Cannon Trust		00198240-9331	MO Office	19,500.00	Annual grant from the Cannon Charitable Trust.
Library	Cannon Trust		00198240-9342	Minor Technology	12,500.00	Annual grant from the Cannon Charitable Trust.
				TOTAL	\$ -	

Cabarrus County Budget Amendment Request

Date: 7/31/2013

Amount: \$3,800,291.00

Dept. Head: Ann Wilson

Department: Finance

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Purpose:

Fund balance appropriation from the General Fund for unspent balances from FY2013 for ongoing projects and grants to be completed in FY 2014. \$ 78,000 will be transferred to the capital projects fund for the courthouse annex (\$32,000), stamped concrete work at the courthouse (\$ 36,000) and the Kannapolis library meeting room (\$ 10,000). Total fund Balance re-appropriated \$ 3,799,916

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00162210-6901	Fund Balance Appropria	\$0.00	\$32,000.00		\$32,000.00
00191960-9708	Cont to Cap Proj	\$1,245,000.00	\$32,000.00		\$1,277,000.00
34362210-6902-ANNEX	Cont from GF	\$0.00	\$32,000.00		\$32,000.00
34392210-9830-ANNEX	Other Impr- CH Annex	\$0.00	\$32,000.00		\$32,000.00
					\$0.00
00161952-6901	Fund Balance Approp	\$0.00	\$36,000.00		\$36,000.00
00191960-9708	Cont to Cap Proj	\$1,277,000.00	\$36,000.00		\$1,313,000.00
34362210-6902	Cont From GF	\$0.00	\$36,000.00		\$36,000.00
34392210-9830	Other Imp (stamped con	\$0.00	\$36,000.00		\$36,000.00
					\$0.00
00161952-6901	Fund Balance Approp	\$36,000.00	\$10,000.00		\$46,000.00
00191960-9708	Cont to Cap Proj	\$1,313,000.00	\$10,000.00		\$1,323,000.00

34368210-6902-0440	Cont from GF	\$0.00	\$10,000.00		\$10,000.00
34398210-9821-0440	Bldg and Ren Lib room	\$80,000.00	\$10,000.00		\$90,000.00
					\$0.00
00161952-6901	Fund Balance Approp	\$46,000.00	\$15,500.00		\$61,500.00
00191952-9501	Buildings& Grnds Main	\$928,685.00	\$15,500.00		\$944,185.00
					\$0.00
00161810-6901	Fund Balance Approp	\$0.00	\$91,906.00		\$91,906.00
00162710-6901	Fund Balance Approp	\$0.00	\$30,269.00		\$30,269.00
00162730-6901	Fund Balance Approp	\$0.00	\$13,500.00		\$13,500.00
00163320-6901	Fund Balance Approp	\$0.00	\$400,000.00		\$400,000.00
00165610-6901	Fund Balance Approp	\$0.00	\$31,494.00		\$31,494.00
00167210-6901	Fund Balance Approp	\$0.00	\$1,545,007.00		\$1,545,007.00
00167230-6901	Fund Balance Approp	\$0.00	\$374,632.00		\$374,632.00
00167240-6901	Fund Balance Approp	\$0.00	\$1,019,608.00		\$1,019,608.00
00168240-6901	Fund Balance Approp	\$0.00	\$200,000.00		\$200,000.00
00161910-6439	NC Dept of Transportat	\$0.00	\$375.00		\$375.00
					\$0.00
00191810-9342 FIRE	Minor Technology	\$0.00	\$87,100.00		\$87,100.00
00191810-9342 COURT	Minor Technology	\$0.00	\$4,806.00		\$4,806.00
00192710-9605	Consultants	\$0.00	\$30,269.00		\$30,269.00
00192730-9863	Motor Vehicles	\$426,000.00	\$13,500.00		\$439,500.00
00193320-971012	PreGel	\$68,000.00	\$4,000.00		\$72,000.00
00193320-971025	Celgard LLC	\$823,000.00	\$247,000.00		\$1,070,000.00

00193320-971027	DNP IMP America	\$134,000.00	\$149,000.00		\$283,000.00
00195610-9121	Vacation payouts	\$0.00	\$31,494.00		\$31,494.00
00197210-9862	Technology - CCS	\$67,200.00	\$17,434.00		\$84,634.00
00197210-9701-0653	Cab Cty Schools - RR E	\$0.00	\$375.00		\$375.00
00197210-9701-CAMSY	CCS - Camera System Up	\$0.00	\$859,024.00		\$859,024.00
00197210-9701-EMGEN	CCS - Emergency Genera	\$0.00	\$96,200.00		\$96,200.00
00197210-9701-FLDHS	CCS - Field House Cons	\$0.00	\$269,849.00		\$269,849.00
00197210-9701-LOCKS	CCS - Locks	\$0.00	\$40,000.00		\$40,000.00
00197210-9701-TENIS	CCS - Tennis Court Rec	\$0.00	\$262,500.00		\$262,500.00
00197230-9862-KANN	Technology - KANN	\$16,800.00	\$54,647.00		\$71,447.00
00197230-9702-HVAC	KCS-HVAC Projects	\$0.00	\$319,985.00		\$319,985.00
00197240-9719	RCCC-Capital Outlay	\$213,000.00	\$819,608.00		\$1,032,608.00
00197240-9719	RCCC-Energy Conservati	\$0.00	\$200,000.00		\$200,000.00
00198240-9302	Circulation Stock	\$185,136.00	\$143,000.00		\$328,136.00
00198240-9445	Purchased Services	\$20,000.00	\$25,000.00		\$45,000.00
00198240-9331	MO Office	\$0.00	\$19,500.00		\$19,500.00
00198240-9342	Minor Technology	\$3,554.00	\$12,500.00		\$16,054.00
	Total				

VEHICLE BID TABULATION FY 2014

ATTACHMENT	A	B	C	D	F	AGGREGATE
COMPANY	CAB/CHASSIS (DUMP) (GM) (1)	10,000 GVWR TRK (GSA) (1)	7,000 GVWR TRK (GSA) (0-1)	MID-SIZE 4WD SUV (SW) (0-1)	7,350 GVWR TRK (EMS & EM) (0-3)	
Hilbish Ford	\$37,282.00	\$31,082.00	\$23,417.00	\$26,023.00	\$26,173.00	\$170,150.00
Lum's Ford	No Bid	\$32,749.05	\$23,925.75	\$26,531.00	\$26,681.75	
Beachum & Lee Ford	No Bid	No Bid	No Bid	No Bid	No Bid	
Ben Mynatt	No Bid	No Bid	\$26,700.00	\$26,700.00	\$28,200.00	
Parks Chevrolet	No Bid	No Bid	No Bid	No Bid	No Bid	
Budgeted Amount	\$49,000.00	\$35,000.00	\$29,000.00	\$29,000.00	\$33,000.00	

BID RESPONSE PACKAGE

BID RESPONSE FORM (1 of 5)

FROM: Name of Bidder: BEN Mynatt Chevrolet
Street Address: 281 Concord Parkway South
CONCORD, N.C. 28027
Phone #: (704) 791-3449
Fed Tax ID #: _____

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY CABARRUS COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
-------------	--------------------	--------------

SEE ATTACHMENTS "A" thru "G"

Estimated Time for Delivery 6 to 8 weeks
(after receipt of order)

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

<u>ADDENDUM #</u>	<u>DATE</u>
<u>NA</u>	_____

I certify this bid complies with the General Specifications and conditions issued by the County except as clearly marked in the attached copy.

Ray H. Overby
(Please print name)
Ray H. Overby
(Authorized Signature)
Fleet + Commercial Mgr
(Please print title)
Aug 1st 2013
(Date)

BID RESPONSE PACKAGE

BID CHECK LIST (2 of 5)

Bid Check List: Confirm by placing a check mark in the space provided that as the bidder the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid.

- (A) N/A Bid bond provided, if required. (See Section 4.2)
- (B) N/A Addendum's acknowledged. Please contact the Finance Office representative to verify the number of addendum's issued.

Addendum Receipt:

The following confirms receipt of any and all addenda issued for this Invitation to Bid:

Addendum #	Date Issued
_____	_____
_____	_____

- (C) ✓ Bid document has been signed by authorized bidder official
- (D) ✓ Bid package has been properly labeled per the instructions. (See Section 1.4)
- (E) ✓ Bid Response Package including Forms and any related specification Check-off lists.

The signature below certifies the bid response complies with the requirements of this Invitation to Bid and that the above items A through E have been verified as complete

 Aug 1st, 2013
Date

 Ray H. Overby
Printed/Typed Name

 Ray H. Overby
Signature

**BID RESPONSE FORMS
INSURANCE
(3 of 5)**

Proposer and Insurance Agent Statement:

We understand the insurance requirements of these specifications and the evidence of insurability shall be provided prior to contract execution. If our client is awarded this contract, we agree to provide the County with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring company.

Insurance Agency

Signature of Bidder's Agent

Insurance Carrier:

Insurance Carrier: _____

Bid Submitted By: _____

Signed: _____

Name (Typed): _____

Address: _____

City State/Zip: _____

Area Code/ Telephone #: _____

(RELATED BID INSURANCE CLAUSES)

Indemnity and Insurance: To the extent permitted by law the successful bidder shall indemnify and save harmless the County, its officers, agents, employees and assigns from and against all loss, damages, expenses and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this Invitation to Bid.

The successful bidder further agrees to purchase and maintain the following insurance coverage's during the life of this contract with an insurance company acceptable to Cabarrus County authorized to do business in the State of North Carolina as follows:

- A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this contract)
- C) **Workers Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this contract. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given (30) day's written notice of any intent to amend or terminate by either the insured or the insuring company.

**BID RESPONSE FORMS
GENERAL INFORMATION
(4 of 5)**

TO: Cabarrus County
Finance Department
2nd Floor, Government Center
65 Church Street, SE
Concord, NC 28025
Attention: Purchasing Agent

FROM: Name of Bidder: Ben Myratt Chevrolet
Street Address: 281 Concord Parkway S
City, State: Concord, N.C.
Zip: 28027

PHONE #: (704) 786-2151
FAX #: (704) 262-4820
FEDERAL TAX ID#: 56 113 4531
E-MAIL ADDRESS: ROVERBY@benmyratt.com

Indicate legal form of bidder: for statistical purposes only - check one:

<input checked="" type="checkbox"/>	Corporation	Minority Owned: 51% Owned by:
<input type="checkbox"/>	Partnership	African American (BBE)
<input type="checkbox"/>	Individual	Women (WBE)
<input type="checkbox"/>	Other (specify)	Hispanic (HBE)
		Asian American (ABE)
		Native American (NBE)
<input checked="" type="checkbox"/>	Non-Minority-Owned	

BID DOCUMENT CERTIFICATION

FY2014 Fleet Service Trucks

The undersigned hereby certifies the bidder has read the terms of this bid document, and is authorized to bind the company to the information herein set forth.

Date: 8-1-13

Ben Mognatt Chevrolet
Name of Company

Ray H. Drenby Fleet + Commercial Mgr.
Printed Name and Title

Ray H Drenby
Signature

ATTACHMENT "A"	
Cabarrus County Specs for Dump Truck	
PRICE QUOTE SHEET FY 2013 - 2014	
Heavy Duty Chassis w/Dump Bed (Godwin & Knapheide quote)	
4x2 CHAS/CAB Payload Plus GVWR 19,500 # Pkg	
165" Wheelbase	
Vinyl Seats 40/20/40	
AC	
AM/FM Stereo	
6.7L V8 Diesel	
6-Speed Automatic Transmission	
4-Wheel Disc Brakes	
Brake Controller	
High Capacity Trailer Tow Pkg	
Telescopic Trailer Towing Mirrors	
After Axle Fuel Tank	
Tinted Windows	
Power Door Locks	
Power Windows	
Exterior Color - White	
QUOTED PRICE \$	19,500 GVW
QUANTITY: 1	ANY MAKE

Chew doesn't

MAKE

19,500 GVW

ANY MAKE

ATTACHMENT "B"	
Cabarrus County Specs for 10,000 GVWR Truck	
PRICE QUOTE SHEET FY 2013 - 2014	
10,000 GVWR - 4WD Truck	
158" Wheelbase	158.2
Super Cab (1 1/2)	
Vinyl Seats 40/20/40	
6.7L V8 Diesel Engine	
6-Speed Automatic Transmission	
Trailer Tow Pkg	
Trailer Hitch	
4-Wheel Disc Brakes	
Brake Controller	
Telescopic Trailer Towing Mirrors	
AC	
AM/FM Stereo	
Tinted Windows	
Power Door Locks	
Power Windows	
Key Fob	
Exterior Color - White	
QUOTED PRICE \$	
QUANTITY: 1	

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ATTACHMENT "C"	
Cabarrus County Specs for 7,000# GVWR Truck	
PRICE QUOTE SHEET FY 2013 - 2014	
7,000# GVWR - 4WD Truck	7,200 GVWR
145" Wheelbase	143.5 wheel base
Super Cab (1 1/2)	✓ Double-Cab
Short Bed (6-1/2 foot)	✓
Vinyl Seats 40/20/40	✓
5.0L V8 Gas Engine	5.3
6-Speed Automatic Transmission	✓
Trailer Tow Pkg	✓
Trailer Hitch	✓
Brake Controller	✓
4-Wheel Disc Brakes	✓
AC	✓
AM/FM Stereo	✓
Tinted Windows	✓
Power Door Locks	✓
Power Windows	✓
Key Fob	✓
Exterior Color - White	✓
QUOTED PRICE \$	26,700.00
QUANTITY: 0-1	

ATTACHMENT "D"	
Cabarrus County Specs for Mid Size 4WD SUV	
PRICE QUOTE SHEET FY 2013 - 2014	
Mid Size SUV	✓
112.6" Wheelbase	✓
3.5L V6 Engine	3.6L
4 Wheel Drive	AWD
Cloth Bucket Seats	✓
Trailer Tow Package	✓
6-Speed Automatic Transmission	✓
5000 lb tow capacity	5,200
Trailer Hitch	✓
Tinted Windows	✓
AC	✓
AM/FM Stereo	✓
Power Door Locks	✓
Power Windows	✓
Exterior Color - White	✓
QUOTED PRICE \$	<u>\$26,700⁰⁰</u>
QUANTITY:	0-1

ATTACHMENT "E"	
Cabarrus County Specs for Large 4WD SUV	
PRICE QUOTE SHEET FY 2013 - 2014	
Large Size SUV capable of attaching winch and towing	
119" Wheelbase	<i>116" wheel base</i>
5.4L V8 Engine	<i>5.3</i>
4 Wheel Drive	✓
Cloth Bucket Seats	✓
Trailer Tow Package	
6-Speed Automatic Transmission	✓
Trailer Hitch	✓
Tinted Windows	✓
AC	✓
AM/FM Stereo	✓
Power Door Locks	✓
Power Windows	✓
Exterior Color - White	✓
QUOTED PRICE \$	<i>34,800⁰⁰</i>
QUANTITY: 0-1	

ATTACHMENT "F"		
Cabarrus County Specs for 7,350# GVWR Truck		
PRICE QUOTE SHEET FY 2013 - 2014		
7,350# GVWR - 4WD Truck	7,200	* exception
145" Wheelbase	143.5	* exception
Crew Cab (4 door)	✓	
Short Bed	✓	
Cloth Seats 40/20/40	✓	
5.0L V8 Gas Engine	5.3	
6-Speed Automatic Transmission	✓	
Trailer Tow Pkg	✓	
Trailer Hitch	✓	
Brake Controller	✓	
4-Wheel Disc Brakes	✓	
AC	✓	
AM/FM Stereo	✓	
Tinted Windows	✓	
Power Door Locks	✓	
Power Windows	✓	
Key Fob	✓	
Fog Lamps	Not available on Work Truck	* Exception
Running Boards	✓	
Exterior Color - White	✓	
QUOTED PRICE \$	28,200	
QUANTITY: 0-3		

ATTACHMENT "G"	
Cabarrus County Specs for small SUV	
PRICE QUOTE SHEET FY 2013 - 2014	
Small 4WD SUV	
Small 4WD SUV	<i>All Wheel Drive</i>
4 cylinder engine	
6 speed automatic transmission	✓
105.9" Wheelbase	<i>106.4</i> ✓
4-wheel disc anti-lock brake system	✓
Cloth Bucket Seats	✓
Power Door Locks	✓
Power Windows	✓
Tinted Windows	✓
Exterior Color - White	✓
QUOTED PRICE \$	<u><i>22,500</i></u>
QUANTITY: 0-1	

BID RESPONSE PACKAGE

BID RESPONSE FORM

(1 of 5)

FROM: Name of Bidder: HILBISH MOTOR CO.
Street Address: 2600 S. CANNON BLVD.
KANNAPOLIS, N.C. 28083
Phone #: (704) 938-3121
Fed Tax ID #: 560660637

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY CABARRUS COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
-------------	--------------------	--------------

SEE ATTACHMENTS "A" thru "G"

Estimated Time for Delivery APPROX. 90 DAYS
(after receipt of order)

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

<u>ADDENDUM #</u>	<u>DATE</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I certify this bid complies with the General Specifications and conditions issued by the County except as clearly marked in the attached copy.

BILL OVERCASH
(Please print name)
Bill Overcash
(Authorized Signature)
SALES MANAGER
(Please print title)
07/31/2013
(Date)

BID RESPONSE PACKAGE

BID CHECK LIST (2 of 5)

Bid Check List: Confirm by placing a check mark in the space provided that as the bidder the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid.

- (A) N/A Bid bond provided, if required. (See Section 4.2)
- (B) Addendum's acknowledged. Please contact the Finance Office representative to verify the number of addendum's issued.

Addendum Receipt:

The following confirms receipt of any and all addenda issued for this Invitation to Bid:

Addendum #	Date Issued
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- (C) Bid document has been signed by authorized bidder official
- (D) Bid package has been properly labeled per the instructions. (See Section 1.4)
- (E) Bid Response Package including Forms and any related specification Check-off lists.

The signature below certifies the bid response complies with the requirements of this Invitation to Bid and that the above items A through E have been verified as complete

 07/31/2013
Date

 BILL OVERCASH
Printed/Typed Name

 Bill Overcash
Signature

**BID RESPONSE FORMS
INSURANCE
(3 of 5)**

Proposer and Insurance Agent Statement:

We understand the insurance requirements of these specifications and the evidence of insurability shall be provided prior to contract execution. If our client is awarded this contract, we agree to provide the County with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring company.

Insurance Agency

Signature of Bidder's Agent

Insurance Carrier:

Insurance Carrier: _____

Bid Submitted By: _____

Signed: _____

Name (Typed): _____

Address: _____

City State/Zip: _____

Area Code/ Telephone #: _____

(RELATED BID INSURANCE CLAUSES)

Indemnity and Insurance: To the extent permitted by law the successful bidder shall indemnify and save harmless the County, its officers, agents, employees and assigns from and against all loss, damages, expenses and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this Invitation to Bid.

The successful bidder further agrees to purchase and maintain the following insurance coverage's during the life of this contract with an insurance company acceptable to Cabarrus County authorized to do business in the State of North Carolina as follows:

- A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this contract)
- C) **Workers Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this contract. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given (30) day's written notice of any intent to amend or terminate by either the insured or the insuring company.

**BID RESPONSE FORMS
GENERAL INFORMATION
(4 of 5)**

TO: Cabarrus County
Finance Department
2nd Floor, Government Center
65 Church Street, SE
Concord, NC 28025
Attention: Purchasing Agent

FROM: Name of Bidder: HILBISH MOTOR CO.
Street Address: 2600 S. CANNON BLVD.
City, State: KANNAPOLIS, N.C.
Zip: 28083

PHONE #: (704) 938-3121
FAX #: (704) 938-3125
FEDERAL TAX ID#: 560660637
E-MAIL ADDRESS: BOVERCASH@HILBISH FORD.COM

Indicate legal form of bidder: for statistical purposes only - check one:

xxx	Corporation	Minority Owned: 51% Owned by:	
	Partnership		African American (BBE)
	Individual		Women (WBE)
	Other (specify)		Hispanic (HBE)
			Asian American (ABE)
			Native American (NBE)
			Non-Minority-Owned

BID DOCUMENT CERTIFICATION

FY2014 Fleet Service Trucks

The undersigned hereby certifies the bidder has read the terms of this bid document, and is authorized to bind the company to the information herein set forth.

Date: 07/31/2013

HILBISH MOTOR CO.
Name of Company

BILL OVERCASH, SALES MANAGER
Printed Name and Title


Signature

ATTACHMENT "A"	
Cabarrus County Specs for Dump Truck	
PRICE QUOTE SHEET FY 2013 - 2014	
Heavy Duty Chassis w/Dump Bed	(Godwin & Knapheide quote)
4x2 CHAS/CAB Payload Plus GVWR 19,500 # Pkg	
165" Wheelbase	
Vinyl Seats 40/20/40	
AC	
AM/FM Stereo	
6.7L V8 Diesel	
6-Speed Automatic Transmission	
4-Wheel Disc Brakes	
Brake Controller	
High Capacity Trailer Tow Pkg	
Telescopic Trailer Towing Mirrors	
After Axle Fuel Tank	
Tinted Windows	
Power Door Locks	
Power Windows	
Exterior Color - White	
QUOTED PRICE \$ 37,282.00	
QUANTITY: 1	

2014 F-SERIES SD

Order No: 1000 Priority: J2 Ord FIN: QC794 Order Type: 5B Price Level: 415

Ord PEP: 660A Cust/Flt Name: CABARRUS COUN PO Number:

RETAIL			RETAIL		
F5G	F550 4X2 CHAS/C	\$35530	90L	PWR EQUIP GROUP	\$895
	165" WHEELBASE			TELE TT MIR-PWR	
Z1	OXFORD WHITE			LESS TPMS	
A	VNYL 40/20/40		425	50 STATE EMISS	NC
S	STEEL		52B	BRAKE CONTROLR	230
660A	PREF EQUIP PKG		535	HI CAP TRLR TOW	350
	.XL TRIM		63B	CLN IDLE DECAL	NC
572	.AIR CONDITIONER	NC	65Z	AFT AXLE TANK	NC
	.AM/FM STER/CLK				
99T	6.7L V8 DIESEL	7965	TOTAL BASE AND OPTIONS 47670		
44W	6-SPEED AUTO	190	TOTAL 47670		
TFB	.225 BSW AS 19.5		*THIS IS NOT AN INVOICE*		
X8L	4.88 LTD SLIP	360			
68M	PAYLD PLUS UPGR	1155	* MORE ORDER INFO NEXT PAGE *		
	19500# GVWR PKG		F8=Next		

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE. QC00989

2014 F-SERIES SD

Order No: 1000 Priority: J2 Ord FIN: QC794 Order Type: 5B Price Level: 415

Ord PEP: 660A Cust/Flt Name: CABARRUS COUN PO Number:

RETAIL

RETAIL

67D XTR HVY DTY ALT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 995

TOTAL BASE AND OPTIONS 47670

TOTAL 47670

THIS IS NOT AN INVOICE

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00989

ATTACHMENT "B"
Cabarrus County Specs for 10,000 GVWR Truck
PRICE QUOTE SHEET FY 2013 - 2014
10,000 GVWR - 4WD Truck
158" Wheelbase
Super Cab (1 1/2)
Vinyl Seats 40/20/40
6.7L V8 Diesel Engine
6-Speed Automatic Transmission
Trailer Tow Pkg
Trailer Hitch
4-Wheel Disc Brakes
Brake Controller
Telescopic Trailer Towing Mirrors
AC
AM/FM Stereo
Tinted Windows
Power Door Locks
Power Windows
Key Fob
Exterior Color - White
QUOTED PRICE \$ 31,082.00
QUANTITY: 1

==>

Dealer: F21656

2014 F-SERIES SD

Page: 1 of 1

Order No: 1000 Priority: J2 Ord FIN: QC794 Order Type: 5B Price Level: 415
Ord PEP: 600A Cust/Flt Name: CABARRUS COUN PO Number:

	RETAIL		RETAIL
X2B F250 4X4 S/C	\$35120	JOB #1 BUILD	
158" WHEELBASE		10000# GVWR PKG	
Z1 OXFORD WHITE		425 50 STATE EMISS	NC
A VNYL 40/20/40		SPARE TIRE/WHL3	NC
S STEEL		52B BRAKE CONTROLR	230
600A PREF EQUIP PKG		TRAILER HITCH	
.XL TRIM		TELE TT MIR-PWR	
.TRAILER TOW PKG		JACK	
572 .AIR CONDITIONER	NC	SP FLT ACCT CR	
.AM/FM STER/CLK		FUEL CHARGE	
99T 6.7L V8 DIESEL	8315	DEST AND DELIV	995
44W 6-SPEED AUTO	NC	TOTAL BASE AND OPTIONS	45555
TBK .LT245 BSW AS 17		TOTAL	45555
X31 3.31 REG AXLE	NC	*THIS IS NOT AN INVOICE*	
90L PWR EQUIP GROUP	895		

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00989

ATTACHMENT "C"
Cabarrus County Specs for 7,000# GVWR Truck
PRICE QUOTE SHEET FY 2013 - 2014
7,000# GVWR - 4WD Truck
145" Wheelbase
Super Cab (1 1/2)
Short Bed (6-1/2 foot)
Vinyl Seats 40/20/40
5.0L V8 Gas Engine
6-Speed Automatic Transmission
Trailer Tow Pkg
Trailer Hitch
Brake Controller
4-Wheel Disc Brakes
AC
AM/FM Stereo
Tinted Windows
Power Door Locks
Power Windows
Key Fob
Exterior Color - White
QUOTED PRICE \$ 23,417.00
QUANTITY: 0-1

2013 F-150

Page: 1 of 1

Order No: 1000 Priority: J3 Ord FIN: QC794 Order Type: 5B Price Level: 345

Ord PEP: 100A Cust/Flt Name: CABARRUS COUN PO Number:

	RETAIL		RETAIL
X1E F150 4X4 S/C	\$31310	36 GAL TANK	
145" WHEELBASE		FRT LICENSE BKT	NC
YZ OXFORD WHITE		535 TRAILER TOW PKG	375
A VINYL 40/20/40		67T TRL BRAKE CONTR	230
S STEEL GRAY INT		85A POWER EQUIP GRP	1150
100A EQUIP GRP		.PWR BLACK MIRR	
.XL SERIES		SP DLR ACCT ADJ	
.AM/FM RADIO		SP FLT ACCT CR	
.17" GREY STEEL		FUEL CHARGE	
99F 5.0L V8 FFV ENG	1000	B4A NET INV FLT OPT	NC
446 ELEC 6-SPD AUTO	NC	DEST AND DELIV	995
.P235 BSW A-T		TOTAL BASE AND OPTIONS	35060
X19 3.55 REG AXLE	NC	TOTAL	35060
7350# GVWR		*THIS IS NOT AN INVOICE*	
SLCT SHFT TRANS			

F1=Help

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S099 - PRESS F4 TO SUBMIT

QC00989

ATTACHMENT "D"
Cabarrus County Specs for Mid Size 4WD SUV
PRICE QUOTE SHEET FY 2013 - 2014
Mid Size SUV
112.6" Wheelbase
3.5L V6 Engine
4 Wheel Drive
Cloth Bucket Seats
Trailer Tow Package
6-Speed Automatic Transmission
5000 lb tow capacity
Trailer Hitch
Tinted Windows
AC
AM/FM Stereo
Power Door Locks
Power Windows
Exterior Color - White
QUOTED PRICE \$ 26,023.00
QUANTITY: 0-1

2014 EXPLORER 4-DOOR

Order No: 1000 Priority: H4 Ord FIN: QC794 Order Type: 5B Price Level: 415

Ord Code: 100A Cust/Flt Name: CABARRUS COUN PO Number:

	RETAIL		RETAIL
K8B 4DR 4WD BASE	\$31600		
.112.6" WB		FUEL CHARGE	
YZ OXFORD WHITE		B4A NET INV FLT OPT	NC
7 CLOTH BUCKET		DEST AND DELIV	895
L MED LT STONE		TOTAL BASE AND OPTIONS	33065
100A EQUIP GRP		TOTAL	33065
998 .3.5L V6 TIVCT	NC	*THIS IS NOT AN INVOICE*	
44C 6-SPD AUTO TRAN	NC		
T7Y .P245/65R17 A/S			
FRT LICENSE BKT	NC		
52T TRAILER TOW	570		
SLCT SHFT TRANS			
FLEX FUEL			
SP DLR ACCT ADJ			
SP FLT ACCT CR			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00989

ATTACHMENT "E"
Cabarrus County Specs for Large 4WD SUV
PRICE QUOTE SHEET FY 2013 - 2014
Large Size SUV capable of attaching winch and towing
119" Wheelbase
5.4L V8 Engine
4 Wheel Drive
Cloth Bucket Seats
Trailer Tow Package
6-Speed Automatic Transmission
Trailer Hitch
Tinted Windows
AC
AM/FM Stereo
Power Door Locks
Power Windows
Exterior Color - White
QUOTED PRICE \$ 29,978.00
QUANTITY: 0-1

2014 EXPEDITION

Order No: 1000 Priority: J3 Ord FIN: QC794 Order Type: 5B Price Level: 415

Ord Code: 102A Cust/Flt Name: CABARRUS COUN PO Number:

	RETAIL		RETAIL
U1G 4X4 XL	\$40980	B4A NET INV FLT OPT	NC
.119" WHEELBASE		DEST AND DELIV	995
Z1 OXFORD WHITE		TOTAL BASE AND OPTIONS	40140
F CLOTH BUCKET		TOTAL	40140
L STONE		*THIS IS NOT AN INVOICE*	

102A EQUIP GRP	(2230)	
.FLEET SPEC SERV		
995 .FF 5.4L SOHC V8	NC	
446 .6-SPD AUTO O/D	NC	
FRT LICENSE BKT	NC	
425 50 STATE EMISS	NC	
536 TRAILER TOW	395	
SP DLR ACCT ADJ		
SP FLT ACCT CR		
FUEL CHARGE		

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
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S099 - PRESS F4 TO SUBMIT

QC00989

ATTACHMENT "F"

Cabarrus County Specs for 7,350# GVWR Truck

PRICE QUOTE SHEET FY 2013 - 2014

7,350# GVWR - 4WD Truck
145" Wheelbase
Crew Cab (4 door)
Short Bed
Cloth Seats 40/20/40
5.0L V8 Gas Engine
6-Speed Automatic Transmission
Trailer Tow Pkg
Trailer Hitch
Brake Controller
4-Wheel Disc Brakes
AC
AM/FM Stereo
Tinted Windows
Power Door Locks
Power Windows
Key Fob
Fog Lamps
Running Boards
Exterior Color - White
QUOTED PRICE \$ 26,173.00
QUANTITY: 0-3

==>

Dealer: F21656

2013 F-150

Page: 1 of 1

Order No: 1000 Priority: J3 Ord FIN: QC794 Order Type: 5B Price Level: 345

Ord Code: 100A Cust/Flt Name: CABARRUS COUN PO Number:

	RETAIL		RETAIL
W1E F150 4X4 CREW	\$35735		36 GAL TANK
145" WHEELBASE			FRT LICENSE BKT NC
YZ OXFORD WHITE		18A	PLATFORM RUN BD 250
C CLOTH 40/20/40	NC	535	TRAILER TOW PKG 375
S STEEL GRAY INT		595	FOG LAMPS 140
100A EQUIP GRP		67T	TRL BRAKE CONTR 230
.XL SERIES		86D	XL DECOR GROUP 115
.AM/FM RADIO			SP DLR ACCT ADJ
.17" GREY STEEL			SP FLT ACCT CR
99F 5.0L V8 FFV ENG			FUEL CHARGE
446 ELEC 6-SPD AUTO	NC	B4A	NET INV FLT OPT NC
.P265 OWL A/T			DEST AND DELIV 995
X19 3.55 REG AXLE	NC		TOTAL BASE AND OPTIONS 37840
7350# GVWR			TOTAL 37840
SLCT SHFT TRANS			*THIS IS NOT AN INVOICE*

F1=Help

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F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00989

ATTACHMENT "G"
Cabarrus County Specs for small SUV
PRICE QUOTE SHEET FY 2013 - 2014
Small 4WD SUV
Small 4WD SUV
4 cylinder engine
6 speed automatic transmission
105.9" Wheelbase
4-wheel disc anti-lock brake system
Cloth Bucket Seats
Power Door Locks
Power Windows
Tinted Windows
Exterior Color - White
QUOTED PRICE: \$ 23,134.00
QUANTITY: 0-1

2014 ESCAPE

Order No: 1000 Priority: H3 Ord FIN: QC794 Order Type: 5B Price Level: 415

Ord Code: 200A Cust/Flt Name: CABARRUS COUN PO Number:

RETAIL

RETAIL

U9G SE 4WD \$27300

TOTAL

\$28195

.105.9" WB

THIS IS NOT AN INVOICE

YZ OXFORD WHITE

7 CLOTH BUCKETS

L MED LIGHT STONE

200A EQUIP GRP

99X .1.6L ECOBOOST NC

446 .6-SPD AUTOTRANS NC

TJL .P235/55R17 A/S NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 28195

F1=Help

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F4=Submit

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S099 - PRESS F4 TO SUBMIT

QC00989

BID RESPONSE PACKAGE

BID CHECK LIST (2 of 5)

Bid Check List: Confirm by placing a check mark in the space provided that as the bidder the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid.

- (A) N/A Bid bond provided, if required. (See Section 4.2)
- (B) NA Addendum's acknowledged. Please contact the Finance Office representative to verify the number of addendum's issued.

Addendum Receipt:

The following confirms receipt of any and all addenda issued for this Invitation to Bid:

Addendum #	Date Issued
_____	_____
_____	_____

- (C) Bid document has been signed by authorized bidder official
- (D) Bid package has been properly labeled per the instructions. (See Section 1.4)
- (E) Bid Response Package including Forms and any related specification Check-off lists.

The signature below certifies the bid response complies with the requirements of this Invitation to Bid and that the above items A through E have been verified as complete

07-29-13
Date

L. Douglas Hinson
Printed/Typed Name


Signature

**BID RESPONSE FORMS
INSURANCE
(3 of 5)**

Proposer and Insurance Agent Statement:

We understand the insurance requirements of these specifications and the evidence of insurability shall be provided prior to contract execution. If our client is awarded this contract, we agree to provide the County with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring company.

Bear Insurance Service
Insurance Agency

James B. Howard
Signature of Bidder's Agent

Insurance Carrier:

Insurance Carrier: PENN NATIONAL MUTUAL CASUALTY

Bid Submitted By: Lum's Ford, Inc.

Signed: *L. Douglas Hinson*

Name (Typed): L. Douglas Hinson

Address: 738 Hwy 27 East

City State/Zip: Albemarle NC 28001

Area Code/ Telephone #: 704-982-1122

(RELATED BID INSURANCE CLAUSES)

Indemnity and Insurance: To the extent permitted by law the successful bidder shall indemnify and save harmless the County, its officers, agents, employees and assigns from and against all loss, damages, expenses and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this Invitation to Bid.

The successful bidder further agrees to purchase and maintain the following insurance coverage's during the life of this contract with an insurance company acceptable to Cabarrus County authorized to do business in the State of North Carolina as follows:

**BID RESPONSE FORMS
GENERAL INFORMATION
(4 of 5)**

Cabarrus County
Finance Department
2nd Floor, Government Center
65 Church Street, SE
Concord, NC 28025
Attention: Purchasing Agent

FROM: Name of Bidder: Lum's Ford, Inc.
Street Address: 738 Hwy 27 East
City, State: Albemarle NC
Zip: 28001

PHONE #: (704) 982-1122
FAX #: (704) 983-2340
FEDERAL TAX ID#: 56-1004853
E-MAIL ADDRESS: l.hinson@lumsford.com

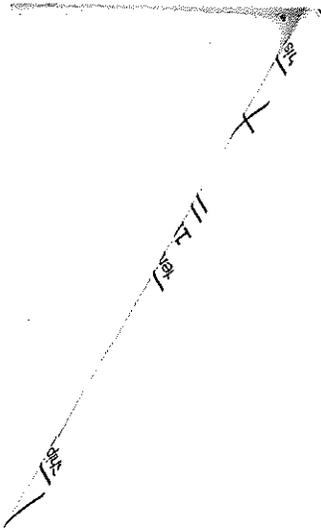
Indicate legal form of bidder: for statistical purposes only - check one:

<input checked="" type="checkbox"/>	Corporation	Minority Owned: 51% Owned by:	
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	African American (BBE)
<input type="checkbox"/>	Individual	<input type="checkbox"/>	Women (WBE)
<input type="checkbox"/>	Other (specify)	<input type="checkbox"/>	Hispanic (HBE)
		<input type="checkbox"/>	Asian American (ABE)
		<input type="checkbox"/>	Native American (NBE)
		<input type="checkbox"/>	Non-Minority-Owned

ATTACHMENT "A"	
Cabarrus County Specs for Dump Truck	
PRICE QUOTE SHEET FY 2013 - 2014	
Heavy Duty Chassis w/Dump Bed (Godwin & Knapheide quote)	
✓	4x2 CHAS/CAB Payload Plus GVWR 19,500 # Pkg
✓	165" Wheelbase
✓	Vinyl Seats 40/20/40
	AC
✓	AM/FM Stereo
✓	6.7L V8 Diesel
✓	6-Speed Automatic Transmission
✓	4-Wheel Disc Brakes
✓	Brake Controller
✓	High Capacity Trailer Tow Pkg
✓	Telescopic Trailer Towing Mirrors
✓	After Axle Fuel Tank
	Tinted Windows
	Power Door Locks
	Power Windows
	Exterior Color - White
	QUOTED PRICE \$ 36567.05
	QUANTITY: 1 Chassis only/ w/o dump

84CA 10ft Dump

~~66A~~, 66A, F5G, 99T, 44W,
21AS, 52B, 535, 90L



ATTACHMENT "B"	
Cabarrus County Specs for 10,000 GVWR Truck	
PRICE QUOTE SHEET FY 2013 - 2014	
10,000 GVWR - 4WD Truck	
158" Wheelbase	
Super Cab (1 1/2)	
Vinyl Seats 40/20/40	
6.7L V8 Diesel Engine	
6-Speed Automatic Transmission	
Trailer Tow Pkg	
Trailer Hitch	
4-Wheel Disc Brakes	
Brake Controller	
Telescopic Trailer Towing Mirrors	
AC	
AM/FM Stereo	
Tinted Windows	
Power Door Locks	
Power Windows	
Key Fob	
Exterior Color - White	
QUOTED PRICE \$	32749.05
QUANTITY:	1

X3B, 610A, 158", 52B
Z1, AS, 99T, 44W, 54K, 90L

11-15-13

ATTACHMENT "C"

Cabarrus County Specs for 7,000# GVWR Truck

PRICE QUOTE SHEET FY 2013 - 2014

7,000# GVWR - 4WD Truck
145" Wheelbase
Super Cab (1 1/2)
Short Bed (6-1/2 foot)
Vinyl Seats 40/20/40
5.0L V8 Gas Engine
6-Speed Automatic Transmission
Trailer Tow Pkg
Trailer Hitch
Brake Controller
4-Wheel Disc Brakes
AC
AM/FM Stereo
Tinted Windows
Power Door Locks
Power Windows
Key Fob
Exterior Color - White
QUOTED PRICE \$ 23925.75
QUANTITY: 0-1

X1E, 100A, 99F, 446, 535,
 67T, 85A
 Y2, A5

ATTACHMENT "D"	
Cabarrus County Specs for Mid Size 4WD SUV	
PRICE QUOTE SHEET FY 2013 - 2014	
Mid Size SUV	
112.6" Wheelbase	
3.5L V6 Engine	
4 Wheel Drive	
Cloth Bucket Seats	
Trailer Tow Package	
6-Speed Automatic Transmission	
5000 lb tow capacity	
Trailer Hitch	
Tinted Windows	
AC	
AM/FM Stereo	
Power Door Locks	
Power Windows	
Exterior Color - White	
QUOTED PRICE \$	26531.00
QUANTITY:	0-1

K8B, 100A, 998, 44J, 52T,

YZ 7L,

ATTACHMENT "E"

Cabarrus County Specs for Large 4WD SUV

PRICE QUOTE SHEET FY 2013 - 2014

Large Size SUV capable of attaching winch and towing
119" Wheelbase
5.4L V8 Engine
4 Wheel Drive
Cloth Bucket Seats
Trailer Tow Package
6-Speed Automatic Transmission
Trailer Hitch
Tinted Windows
AC
AM/FM Stereo
Power Door Locks
Power Windows
Exterior Color - White
QUOTED PRICE \$ 31991.50
QUANTITY: 0-1

ATTACHMENT "F"	
Cabarrus County Specs for 7,350# GVWR Truck	
PRICE QUOTE SHEET FY 2013 - 2014	
7,350# GVWR - 4WD Truck	
145" Wheelbase	
Crew Cab (4 door)	
Short Bed	
Cloth Seats 40/20/40	
5.0L V8 Gas Engine	
6-Speed Automatic Transmission	
Trailer Tow Pkg	
Trailer Hitch	
Brake Controller	
4-Wheel Disc Brakes	
AC	
AM/FM Stereo	
Tinted Windows	
Power Door Locks	
Power Windows	
Key Fob	
Fog Lamps	
Running Boards	
Exterior Color - White	
QUOTED PRICE \$	26681.75
QUANTITY: 0-3	

ATTACHMENT "G"
Cabarrus County Specs for small SUV
PRICE QUOTE SHEET FY 2013 - 2014
Small 4WD SUV
Small 4WD SUV
4 cylinder engine
6 speed automatic transmission
105.9" Wheelbase
4-wheel disc anti-lock brake system
Cloth Bucket Seats
Power Door Locks
Power Windows
Tinted Windows
Exterior Color - White
QUOTED PRICE \$ 23642.25
QUANTITY: 0-1



RESOLUTION APPROVING CONVEYNANCE OF CONSERVATION EASEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the County of Cabarrus, North Carolina (the “County”) is the owner of that certain real property containing approximately [63.81] acres and more specifically described in Deed Book [8757, page 315] of the Cabarrus County Registry (the “Subject Property”), which Subject Property is situated near Hickory Ridge Middle School, Hickory Ridge High School and Hickory Ridge Road.

WHEREAS, the Soil and Water Conservation District of Cabarrus County (“SWCD”) has requested that the County grant a conservation easement over approximately 1.5 acres of the Subject Property to Mogensten Mitigation, Inc., a North Carolina corporation (the “Corporation”), or its assigns, at a purchase price of \$1.00.

WHEREAS, the Board of Commissioners desires to approve the proposed conveyance of the conservation easement and purchase price and to authorize other actions in connection therewith;

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

Section 1. The conveyance of the conservation easement of approximately 1.5 acres over the Subject Property to the Corporation, or its assigns, for a purchase price of \$1.00 is hereby approved.

Section 2. The Chairman or Vice Chairman of the Board of Commissioners, the County Manager, any Deputy County Manager, the Finance Director and the County Attorney are each hereby authorized to take any and all such further action, including negotiation of any and all documents related to the conveyance of the conservation easement and receipt of the purchase

price, and to execute and deliver for and on behalf of the County all such documents and any other documents and certificates as they may deem necessary or advisable to carry out the intent of this resolution and to effect the conveyance of the conservation easement and receipt of the purchase price. The Clerk to the Board of Commissioners is hereby authorized to affix the seal of the County to such documents and certificates as may be appropriate and to attest the same and to execute and deliver the same as may be needed.

Section 3. This Resolution shall become effective immediately upon its adoption.

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled "RESOLUTION APPROVING CONVEYANCE OF CONSERVATION EASEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS" was adopted and passed by the following vote:

AYES: _____

NOES: _____

Adopted this the 19th day of August, 2013.

CABARRUS COUNTY
BOARD OF COMMISSIONERS

BY: _____
Elizabeth F. Poole, Chairman

ATTEST:

Megan Smit, Clerk to the Board