

STATE OF NORTH CAROLINA	)	IN THE GENERAL COURT OF JUSTICE
	)	SUPERIOR COURT DIVISION
COUNTY OF CABARRUS	)	
	)	
SEAN NEWTON,	)	Civil Action No. 26CV003672-120
	)	
Plaintiff,	)	
	)	DEFENDANT’S MEMORANDUM IN
vs.	)	OPPOSITION TO PLAINTIFF’S
	)	MOTION FOR INJUNCTIVE RELIEF
CABARRUS COUNTY,	)	
	)	
Defendant.	)	

Defendant, Cabarrus County, (“Cabarrus”) (hereinafter “Defendant”), by and through their undersigned attorneys, hereby submit this Memorandum In Opposition to Plaintiff’s Motion for Injunctive Relief, which was filed as part of Plaintiff’s Complaint on May 5, 2026. For the reasons set forth herein, the Court should deny the Motion for Injunctive Relief (“the Motion”) because any injunctive relief mandating the release of minutes from the government closed session meeting that is the subject of the Motion would frustrate the purpose of a closed session as anticipated in N.C. Gen. Stat. § 143-318.10(e) and set a dangerous precedent.

RELEVANT FACTS

Plaintiff Sean Newton (“Plaintiff” or “Newton”) alleges he was employed as the County Manager for Cabarrus from March 10, 2025 through his termination on August 18, 2025. (Compl., ¶¶ 7, 18) Newton had an employment agreement with Cabarrus that was effective March 10, 2025 (the “Agreement”). (Compl., ¶ 8) The Agreement is attached hereto as **Exhibit A**. The Agreement provides in relevant part that if Plaintiff was terminated by Cabarrus for “just cause,” there was no obligation to pay severance to him, but if he was terminated “without just cause,” severance would be owed. *Id.* at § 4.03(A) and (B). The Agreement broadly defines

“just cause” by expressly saying that “by way of example and not limitation” “just cause” “includes any act that tends to undermine the credibility or authority of the County and its governing board, or which undermines the credibility or authority of the Employee himself to effectively manage the organization, such as acts of dishonesty, lack of institutional control of County departments and its employees, refusal to implement a lawful directive of the County’s governing board, or because of a felony conviction or a conviction of a crime of moral turpitude.” *Id.* at 4.03(B)(emphasis added).

On August 18, 2025, Cabarrus held its monthly Board of Commissioners “Regular Meeting.” The public notice and meeting calendar from the meeting is attached as **Exhibit B**. The publicly available coversheet for the meeting agenda indicated that there would be a closed session for the purposes of consulting with an attorney including pending litigation and personnel matters. The coversheet for the agenda is attached hereto as **Exhibit C**. The coversheet referenced the closed session and referred readers to page 293 of the agenda and related materials. *Id.* Page 293 of the agenda outlined the expected topics for the closed session, including specific reference to several pending legal matters as well as for purposes of consulting with an attorney regarding a personnel matter as authorized by N.C. Gen. Stat. § 143-318.11(a)(3) and (6). Page 293 from the agenda is attached hereto as **Exhibit D**.

At the August 18, 2025 Regular Meeting, the Cabarrus Commissioners went into closed session consistent with the meeting agenda and following a motion by Vice Chair Laura Lindsey and a seconding of the motion by Commissioner Kenneth M. Wortman. The closed-session attendees were the five then-Commissioners, as well as the County Attorney Doug Hall (“Hall”), the County Manager (Plaintiff), and Jon Bradley (“Bradley”), Cabarrus’ Risk and Safety Director. During the closed session, the attendees first discussed several other legal matters.

Bradley then left the room. The others then turned to a discussion about Plaintiff's employment. Several Commissioners voiced some concerns they had about Plaintiff's performance and suitability for the role, and one indicated that he would be making a motion to terminate Plaintiff's Agreement for cause once they returned to open session. Plaintiff also spoke in the closed session about his perception of his own performance.

At no point during the closed session did anyone identify the entire universe of reasons any of the Commissioners felt "just cause" existed or did not exist, nor was any vote taken. The Commissioners then went back into open/public session. At that point, a motion was made by Commissioner Lynn W. Shue to terminate Plaintiff's Agreement for "just cause," which was seconded by Chairman Jeff Jones. A vote was taken, with Commissioners Shue, Jones and Wortman voting to terminate Plaintiff immediately for just cause, and Commissioners Lindsey and Pittman voting against termination. Upon the 3-2 vote, Plaintiff's employment terminated immediately. The minutes from this Regular Meeting are attached hereto as **Exhibit E**. Cabarrus makes audio recordings of all closed sessions of the BOC but does not create minutes from such sessions and does not release copies of the recordings. An audio recording exists from the August 18, 2025 Regular Meeting closed session.

Within days of his termination, Plaintiff demanded payment of severance, claiming he was fired "without cause," and Cabarrus refused to provide it because his termination was for "just cause." Thereafter, Plaintiff retained counsel who demanded a copy of the audio recording from the closed session. The undersigned, on behalf of Cabarrus, responded to Plaintiff's counsel and refused to provide the audio recording because its release would frustrate the purpose of the closed session as anticipated in N.C. Gen. Stat. § 143-318.10(e), which permits the withholding of recordings or minutes from a closed session if the release would "frustrate the

purpose of a closed session.” On May 5, 2026, Plaintiff filed this civil action alleging, *inter alia*, breach of his Agreement and seeking an injunction requiring Cabarrus to produce a copy of the audio recording of the closed session.

LEGAL ARGUMENT

I. North Carolina Law Prohibits Access to Closed Session Minutes if the Release of the Minutes Would Frustrate the Purpose of Closed Sessions.

The North Carolina Open Meetings Law requires that “each official meeting of a public body shall be open to the public, and any person is entitled to attend such a meeting.” N.C. Gen. Stat. § 143-318.10(a). The Open Meetings Law expressly permits closed sessions of the public body for limited enumerated purposes including: (A) to “consult with an attorney employed or retained by the public body”; and (B) to consider the “qualifications, competence, performance, character, [or] fitness...of an individual public... employee.” *Id.* at § 143-318.11(a)(3) and (6). While closed sessions may not be held for generalized discussions about “policy matters” or “personnel policy issues,” *Id.*, there does not have to be a legal claim pending or even threatened before the attorney-client basis for a closed session can be invoked by the government body. *Multimedia Publ’g of N.C. v. Henderson County*, 136 N.C. App. 567, 573, 525 S.E.2d 786, 790 (N.C. App. 2000).

The Open Meetings Law also requires every public body to “keep full and accurate minutes of all official meetings, including closed sessions,” which may be either in written form or may be a sound recording. *Id.* at § 143-318.10(e). The Open Meetings Law further provides that the written or recorded “minutes” shall be public records within the meaning of the North Carolina Public Records Law, N.C. Gen. Stat. § 132-1 *et seq.*, provided that the “minutes” from a closed session conducted in compliance with the Act “may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session.” *Id.* at § 143-

318.10(e)(emphasis added). The North Carolina Supreme Court has recognized the “frustrate the purpose” language as an express exception to the Open Meetings Law. *News & Observer Pub. Co. v. Poole*, 330 N.C. 465, 480, 412 S.E.2d 7, 16 (N.C. 1992). The Supreme Court instructed that whether disclosure of minutes of a closed session would “frustrate the purpose of a closed session” requires consideration of “time and content factors.” *Id.*

II. It Would Frustrate the Purpose of the Closed Session to Release the August 15, 2025 Closed Session Minutes.

Release of the August 15, 2025 minutes would frustrate the purpose of the County’s closed session and set a dangerous precedent. The North Carolina Legislature wrote the closed session statute (N.C. Gen. Stat. § 143-318.11) in recognition of the needs of public governing bodies to discuss -- confidentially and frankly -- topics recognized by the Legislature as meriting special protection from public disclosure, including both legal matters and personnel matters. *See, e.g., Multimedia Publ’g of N.C. v. Henderson County*, 145 N.C. App. 365, 374, 550 S.E.2d 846, 852 (N.C. App. 2001)(emphasizing the policy considerations behind the Legislature’s creation of the “frustrate the purpose” language and stating that “in some instances the right to public access must yield in order to protect other important societal interests” including the “government’s interest in maintaining confidentiality” about closed session discussions, which in that case were covered by the attorney client privilege).

Without any confidence or guarantee that a closed session conversation will be kept confidential, public officers and employees will be discouraged from speaking freely, and they may not discuss and debate important issues that would be in the best of interests of the public body to assess. In such a climate, frank advice and decision-making cannot occur, which is not good for the public body or the public at large. Further, any court order here that compels production of the minutes will be a dangerous precedent that could have a chilling effect on all

North Carolina public bodies going forward, resulting in the curtailment of free and open speech in their own closed sessions for fear of similar forced disclosure of minutes.

The purpose of a closed session would be especially frustrated where, as here, the employee being discussed in closed session intends to bring legal claims against the public body, and in fact did bring legal claims. If the public body knew, suspected or feared that the employee who was being discussed could obtain the minutes and use them to support legal claims against the public body, the public officers and employees in attendance at the closed session would be deterred from making comments and providing input, leading to important information and considerations not being shared, evaluated, or considered.

Here, several of the Commissioners – with an expectation of privacy and attorney-client privilege -- spoke freely in the presence of the County Attorney and one another about some of their concerns about Plaintiff's "qualifications, competence, performance, character, [and] fitness." N.C. Gen. Stat. § 143-318.11(a)(3) and (6). *See, e.g., Alexander v. City of Greensboro*, 2013 U.S. Dist. LEXIS 204533, * 11 (M.D.N.C. 2013)(finding that the disclosure of minutes from closed sessions while lawsuits pertaining to the matters discussed were ongoing would "result in a loss of attorney-client privilege and would frustrate the purpose of the closed session").

The fact that Plaintiff was present at the closed session does not change this calculus, and the undersigned knows of no cases or statute that say otherwise. *E.g., City of Burlington v. Boney Publs., Inc.*, 166 N.C. App. 186, 600 S.E.2d 872 (N.C. App. 2004)(noting that the trial court found that it would frustrate the purpose of closed sessions to compel the minutes from a closed session even though a third party was present for part of the closed session and noting that the trial court found that "everyone present understood the confidential nature of the closed

meeting”); *Davis v. Durham Mental Health/Development Disabilities/Substance Abuse Area Auth.*, 165 N.C. App. 100, 102, 107, 598 S.E.2d 237, 239, 242 (N.C. App. 2004)(finding that the defendant properly conducted closed sessions to discuss a personnel matter – the hiring of an Interim Area Director – even though the plaintiff was present during the closed session and was a candidate for the position in question).

Likewise, even if the County Attorney did not expressly speak about Plaintiff’s employment at the closed session, it does not change the calculus. The Commissioners who raised concerns about Plaintiff’s employment did so with the understanding and expectation that the County Attorney was present, and he could advise them if he felt their discussions about “cause” to terminate were misinformed or misguided. They shared their thoughts about Plaintiff’s employment, knowing the County Attorney had just given input on other legal matters that were discussed in the closed session and could equally weigh in on Plaintiff’s situation if he felt inclined to do so. Attorney-client privilege does not exist solely in conversations where the attorney vocally speaks. Rather, attorney-client privilege also exists when clients call, email, text or otherwise communicate issues to their attorney and the attorney merely listens. That is exactly what happened here.

Not only do public policy arguments support that disclosure of the minutes would “frustrate the purpose” of closed sessions, but North Carolina legal precedent supports the same conclusion. For example, in *DTH Publ’g Corp. v. University of North Carolina*, the Court of Appeals held that if the closed session was properly conducted consistent with N.C. Gen. Stat. § 143-318.11, that it would automatically frustrate the purpose of the closed session to release the minutes. 128 N.C. App. 534, 496 S.E.2d 8 (N.C. App. 1998)(“Since we have held that the closed session... was authorized under N.G.G.S. § 143-318.11, we also hold that the recordings of the

closed session may be withheld from public inspection pursuant to N.C.G.S. § 143-318.10(e)”). Here, it is undisputed that the August 18, 2025 closed session was properly notice and conducted, and consistent with *DTH Publ’g*, that should automatically entitle the withholding of the minutes.

Similarly, in the analogous case of *Times New Publ’g Co. v. Alamance-Burlington Bd. Of Educ.*, the superintendent of the Alamance-Burlington County Schools received a new 4-year contract that was approved by the local school board. 242 N.C. App. 375, 376, 774 S.E.2d 922, 924 (N.C. App. 2015). Seven months later, the school board held a closed session meeting at which the superintendent was present and resigned. *Id.* The Times News Publishing Company sought a copy of the closed session meeting minutes “so that it could report on the school board’s handling of the superintendent's departure.” *Id.* The school board refused to produce the minutes, and the Times filed suit to seek the records. *Id.* The *Times* Court found that the local school board had met in closed session to discuss personnel information and that a blanket release of the minutes would frustrate the purpose of the Act. *Id.* at 380-381. Although the case arose under a different statute that pertained to local school board employees (N.C. Gen. Stat. § 115C-319), it is analogous and instructive because the appellate court recognized that the minutes from the closed session related to personnel issues surrounding the superintendent could be protected from public disclosure.

Moreover, if the goal and intent of Plaintiff is to obtain a definitive and complete list of reasons why he was fired, so he can argue that “Cause” did not exist to terminate him, access to the minutes will not satisfy that goal. As has been repeatedly explained to Plaintiff’s counsel, at the closed session, only two of the Commissioners voiced *some of the reasons* why they each felt Cause existed to terminate Plaintiff. A third Commissioner also said he agreed that (Cause)

reasons existed to terminate Plaintiff but did not enumerate or describe them in the closed session. Thus, compelling production of the minutes from the closed session will set dangerous precedent while not providing complete answers to Plaintiff about why 3 out of 5 Commissioners felt Cause existed to terminate his contract. Nor is compulsion of the minutes the only way for Plaintiff to learn why each Commissioner ultimately voted as they did about his termination. Plaintiff has every ability to obtain detailed explanations about why each of the Commissioners voted as they did in the Regular public session through discovery in the case, and his attorney has in fact scheduled depositions of 4 of those Commissioners.¹

In sum, Cabarrus properly held a closed session meeting on August 18, 2025, and it would frustrate the purpose of the closed session statute and set a terrible precedent if Cabarrus was forced to produce the minutes from the closed session.

McANGUS GOUDELOCK & COURIE, L.L.C.

s/Amy Y. Jenkins

Amy Y. Jenkins, N.C. Bar No. 20007
735 Johnnie Dodds Blvd, Suite 200
Mt. Pleasant, South Carolina 29464
All Mail To: P. O. Box 12519
Columbia, SC 29211
(843) 576-2917
Email: amy.jenkins@mgclaw.com

ATTORNEYS FOR DEFENDANT

August 31, 2026

¹ The fifth Commissioner at the time, Lynn W. Shue, is since deceased.

STATE OF NORTH CAROLINA	)	IN THE GENERAL COURT OF JUSTICE
	)	SUPERIOR COURT DIVISION
COUNTY OF CABARRUS	)	
	)	
SEAN NEWTON,	)	Civil Action No. 26CV003672-120
	)	
Plaintiff,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
CABARRUS COUNTY,	)	
	)	
Defendant.	)	

I hereby certify that I have this 31st day of August, 2026, filed a copy of the foregoing ***Defendant's Memorandum in Opposition to Plaintiff's Motion For Injunctive Relief*** with the Clerk of Court using the North Carolina E-Filing System, and I have emailed and mailed a copy of the same, postage prepaid, in the United States Mail, with sufficient postage affixed to the following:

Jennifer M. Houti, Esquire
Haley M. Lohr, Esquire
James, McElroy & Diehl, P.A.
525 N. Tryon Street, Suite 700
Charlotte, NC 28202
Telephone: (704) 372-9870
Email: jhouti@jmdlaw.com
Email: hmlohr@jmdlaw.com

ATTORNEYS FOR PLAINTIFF

MCANGUS GOUDELOCK & COURIE, L.L.C.

s/Amy Y. Jenkins
Amy Y. Jenkins, N.C. Bar No. 20007
735 Johnnie Dodds Blvd, Suite 200
Mt. Pleasant, South Carolina 29464
All Mail To: P. O. Box 12519
Columbia, SC 29211
(843) 576-2917
Email: amy.jenkins@mgclaw.com

ATTORNEYS FOR DEFENDANT

August 31, 2026

EMPLOYMENT AGREEMENT FOR COUNTY MANAGER SEAN NEWTON

This Employment Agreement (hereinafter referred to as "Agreement"), made and entered into this March 10th, 2025, by and between Cabarrus County, North Carolina (hereinafter referred to as "County") and Sean Newton (hereinafter referred to as "Mr. Newton" or "Employee"), hereby covenant and agree as follows:

WHEREAS, the County is a political subdivision of the State of North Carolina organized and existing under its laws;

WHEREAS, the County has authority from North Carolina General Assembly to contract and be contracted with under G.S. § 153A-11;

WHEREAS, the County has adopted the county-manager plan of government contemplated under G.S. § 153A-81;

WHEREAS, the County is exercising, through its Board of Commissioners, its authority provided by the North Carolina General Assembly to appoint a county manager pursuant to G.S. § 153A-81(1);

WHEREAS, the County, through its Board of Commissioners, hereby determines that Mr. Newton possesses the executive and administrative qualifications necessary for appointment as County Manager of Cabarrus County, and anticipates that those qualifications will cause the County to thrive under his management;

WHEREAS, Mr. Newton seeks appointment as County Manager of Cabarrus County and understands the at-will nature of his appointment; and

WHEREAS, the County and Mr. Newton (hereinafter jointly referred to as "Parties") seek to memorialize their mutual agreement and understanding of the appointment and employment arrangement of Mr. Newton in writing;

NOW, THEREFORE, the Parties hereby agree as follows:

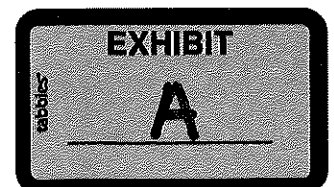
ARTICLE I

Section 1.01: Term

This Agreement will remain in full force and effect from March 10th, 2025, until terminated by the County or Employee as provided in Article IV of this Agreement.

Section 1.02: Duties and Authority

A. The County agrees to employ Mr. Newton as County Manager to perform the functions and duties specified in G.S. § 153A-82 and to perform other legally permissible and proper duties and functions as assigned by the County, subject to any limitations set forth in this Section. The County may not reassign Employee to another position in the absence of



Employee's express written consent to such assignment. The County shall not unreasonably interfere with Employee's performance of such duties.

B. Employee shall be the chief executive officer of the County and faithfully perform the County's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and County policies, rules, and ordinances as they exist or may hereafter be amended.

C. Except as may be provided otherwise by applicable law, regulation, or County's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of County consistent with the policies of the governing body and the ordinances of the County, which authority may be delegated by Employee to such other employees as Employee deems appropriate.

D. Except as may be provided otherwise by applicable law, regulation, or the County's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the County.

E. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of the County's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law, regulation, or the County's agreement with any other person.

F. The County agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.

G. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out the County's lawful policy directives, goals, and objectives, as communicated to Employee by the County's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The County expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association ("ICMA") and the ethics rules, regulations, and laws of the State of North Carolina. The ICMA Code of Ethics can

be found on the ICMA website, (ICMA.org). Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. The County shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

ARTICLE II: COMPENSATION AND BENEFITS

Section 2.01: Compensation

A. The County agrees to pay Employee an annual base salary of two hundred eighty-six thousand five hundred and 00/100 dollars (\$286,500.00) payable in installments at the same time that the other management employees of the County are paid.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the County's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.

C. In addition, consideration shall be given on an annual basis to an increase in compensation. The County agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 3.01 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

D. At any time during the term of the Agreement, the County may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 2.01.A of the Agreement except by mutual written agreement between Employee and the County. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, the County and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 2.02: Health, Disability, and Life Insurance

A. The County agrees to provide health, vision, and dental insurance for the Employee, and any other like group insurance benefits which are now or which may be offered to employees of the County, and equal to that which is provided to all other employees of the County.

B. The County agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee in a manner equal to that which is provided to all other employees of the County.

C. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads, or general employees of the County as provided by the County's policies, ordinances, or personnel rules and regulations or other practices.

Section 2.03: Vacation, Sick, and Military Leave

The Employee shall accrue sick and vacation leave hours at the highest rate available to any other employees, and under the same rules and provisions applicable to other employees, including any leave buy-back programs.

Section 2.04: Retirement

The County shall continue to enroll the Employee into the North Carolina Local Government Employees Retirement system, or alternative as allowed by statute, and to make all the appropriate employer contributions on the Employee's behalf.

In addition to the County's payment to the North Carolina Local Government Employees Retirement system referenced above, the County agrees to contribute an amount equal to that which is provided to all other employees of the County into the Employee's 401K plan in an equal proportionate amount each pay period.

Section 2.05: General Business Expenses

A. The County agrees to budget and pay for professional dues, including but not limited to ICMA, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the County.

B. The County agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for the County.

C. The County shall not require Employee to use vacation leave when participating in professional development activities.

D. Recognizing the importance of efficient and reliable communication and productivity, the County shall provide Employee, for business use, a laptop computer, software, mobile phone stipend equal to that of other management employees, and/or tablet computer required for the Employee to perform their duties and to maintain communication with County's staff and officials, as well as other individuals who are doing business with the County. Upon termination

of Employee's employment, the equipment described herein shall remain the property of the County and at the discretion of the County.

ARTICLE III: GENERAL WORK CONDITIONS

Section 3.01: Performance Evaluation

- A. The County shall annually review the performance of the Employee on or around the anniversary date of this Agreement, subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the County and Employee.
- B. The annual evaluation process, at a minimum, must include the opportunity for both parties to:
- i. Conduct a formulary session where the County and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period, as well as the upcoming twelve (12) month performance period;
 - ii. Following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,
 - iii. Next meet and discuss the written evaluation of these goals and objectives, and
 - iv. Present a written summary of the evaluation results to the Employee.
- C. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting unless agreed upon by both the County and Employee.
- D. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the County, exclusively through action of its governing board, or Employee from sharing the content of the Employee's evaluation with their respective legal counsel, which counsel shall be subject to the same confidentiality.
- E. In the event the County deems the evaluation instrument, format, and/ or procedure is to be modified by the County and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 3.02: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the County, and to that end the County intends that reasonable time off be

permitted to Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the County Manager.

Section 3.03: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Employee agrees that, prior to accepting any limited outside consulting or teaching opportunities, he shall consult with the County through its governing board and receive permission to engage in any such opportunity, and the County agrees that such approval shall not be unreasonably withheld. Employee understands that any such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.

ARTICLE IV: EMPLOYMENT SEPARATION

Section 4.01: Resignation

Employee may terminate this Agreement by providing a minimum of 30 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law. The County agrees to pay out the Employee's unused accrued vacation leave under the same rules and provisions applicable to its other employees.

Section 4.02: Termination

For the purpose of this Agreement, termination shall occur when:

i. The majority of the governing body votes to terminate the Employee at a properly noticed and duly authorized public meeting;

ii. If the County or the North Carolina General Assembly (or the citizenry through constitutional amendment) acts to amend any provisions of the code, or enabling legislation pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination without just cause;

iii. If the County reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination without just cause;

iv. A breach of contract, declared by either party, is not cured within 30 days of written notice describing the conduct that constitutes a breach. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 5.05.

Section 4.03: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 4.02.

A. If the Employee is terminated without just cause, the County shall provide a minimum severance payment equal to 12 months of Employee's then-current base salary. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option. The Employee shall be compensated for all unused accrued vacation leave, and all paid holidays.

B. If the Employee is terminated for just cause by the Board of Commissioners-- which, by way of example and not limitation, includes any act that tends to undermine the credibility or authority of the County and its governing board, or which undermines the credibility or authority of the Employee himself to effectively manage the organization, such as acts of dishonesty, lack of institutional control of County departments and its employees, refusal to implement a lawful directive of the County's governing board, or because of a felony conviction or a conviction of a crime of moral turpitude-- then the County shall not be obligated to pay severance under this section.

ARTICLE V: GENERAL COVENANTS

Section 5.01: Indemnification

To the maximum extent permitted by law, the County must defend, save harmless, and indemnify the Employee from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Employee's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Manager, even if said claim is brought/filed following Employee's separation from employment or based upon Employee's own alleged negligence or misconduct, provided that at the time of the alleged act or omission, the Employee was then acting within the scope of his/her duties. Under the foregoing circumstances only, the County (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the County (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Employee.

County will not, without Employee's agreement, settle or compromise any such claim or suit in a manner that (a) requires Employee to take make any statement regarding an admission of his wrongdoing, or (b) involves an admission of Employee's wrongdoing. For the sake of clarity, this paragraph relates only to settlement agreements and does not in any way limit the authority of the governing board to direct Employee.

In connection with those claims or suits involving the Employee in his/her professional capacity, the County must defend the Employee and/or must retain and pay for an attorney to represent the Employee (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

This Section survives the termination of this Agreement.

Section 5.02: Bonding

The County shall bear the full cost of any bonds that Employee is required to obtain by any law or ordinance.

Section 5.03: Other Terms and Conditions of Employment

The County, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, local ordinances, or any other federal or state law.

Section 5.04: General Provisions

A. *Integration.* This Agreement sets forth and establishes the entire understanding between the County and the Employee relating to the employment of the Employee by the County. Any prior discussions or representations by or between the County and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the County and Employee. Such amendments must be incorporated and made a part of this Agreement.

B. *Successors in Interest.* The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.

C. *Effective Date.* This Agreement becomes effective on November 20th, 2025 and will continue until terminated.

D. *Severability.* The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both County and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. *Precedence.* In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of County's policies, or County's ordinance or County's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of County's policies, ordinances, rules, and regulations or any such permissive law during the term of this Agreement.

F. *Governing Law and Venue.* This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina. Venue for any proceeding to enforce this Agreement shall be in Cabarrus County, North Carolina, or the United States District Court for the Middle District of North Carolina (or whichever United States District Court includes Cabarrus County in its geographical jurisdiction at the time of suit). Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

Section 5.05: Notices

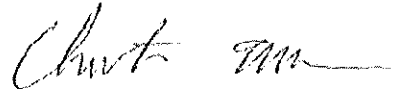
All notices and requests pursuant to this Agreement must be sent as follows:

- a) COUNTY: Cabarrus County c/o Chair of the County Board of Commissioners, 65 Church Street S., Concord, NC 28025
- b) EMPLOYEE: Sean Newton, County Manager, 65 Church Street S., Concord, NC 28025

Notice must be deemed given as of the date of personal service, Federal Express, certified mail or as the date of deposit of such written notice in the course of transmission in the United States Postal Service. Either party may amend their notice address under this provision without otherwise requiring amendment this Agreement by providing the other party 30 days written notice in a manner consistent with this section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representation on the day and date first above written.

CABARRUS COUNTY



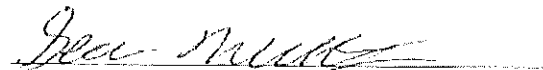
Christopher Measmer, Chairman of the
Cabarrus County Board of Commissioners

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT.



FINANCE DIRECTOR

SEAN NEWTON



Sean Newton, Cabarrus County Manager



Commissioners Regular Meeting

Monday, August 18, 2025
6:00 PM (ET)

Commissioners Meeting Room
65 Church St S
Concord NC 28025
Lauren Linker
704-920-2109
lelinker@cabarruscounty.us

The regular meeting will be held in the BOC Meeting Room located on the second floor of the Governmental Center.





CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**August 18, 2025
6:00 PM**

CALL TO ORDER BY THE CHAIRMAN

PLEDGE OF ALLEGIANCE

INVOCATION

Dan Marshall, Capital Ministries, Local Government Ministry

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes Pg. 4

B. APPROVAL OF THE AGENDA

1. BOC - Changes to the Agenda Pg. 19

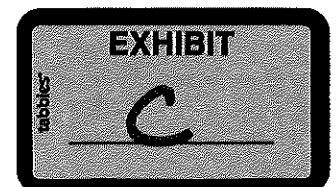
C. RECOGNITIONS AND PRESENTATIONS

1. Proclamation - Child Support Awareness Month Pg. 21
2. Proclamation - Economic Services Appreciation Pg. 23
3. Recognition - Active Living and Parks - Recognize Communications Department Pg. 25
4. Recognition - Emergency Management - Recognize Dawn Gustafson, Emergency Management Planner II Pg. 26
5. Recognition - Human Resources - Recognize Sergeant Marsha Williams On Her Retirement From Cabarrus County Sheriff's Office Pg. 27

D. INFORMAL PUBLIC COMMENTS

E. 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. Boards and Committees - Appointment - Adult Care Home Community Advisory Committee Pg. 28
2. Boards and Committees - Appointment - Partners Health Management Pg. 32
3. Boards and Committees - Appointments - Public Health Authority of Cabarrus County Pg. 34
4. County Manager - Fiscal Year 2025 Funding Re-appropriations Pg. 36
5. Planning and Development Department - Community Development NCDEQ LIHEAP and HARRP Grant Award Acceptance For FY26 Pg. 49
6. Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Grant Award Pg. 118
7. Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Bike Safe Grant Pg. 138
8. Soil and Water - Cabarrus County Creek Week Budget Amendment Pg. 157
9. Soil and Water - Grant Application to North Carolina Agricultural Development and Farmland Preservation Trust Fund Pg. 166
10. Tax Administration - Refund and Release Reports – July 2025 Pg. 168
11. Tax Administration - South Carolina Debt Setoff Resolution and Memorandum of Understanding Pg. 180

F. NEW BUSINESS

1. County Manager - Proposal To Co-locate At Allen Volunteer Fire Department (VFD) Pg. 187

G. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Boards and Committees - Appointment - Active Living and Parks Commission Pg. 206
2. Boards and Committees - Appointment - Active Living and Parks Commission Pg. 209
3. Boards and Committees - Appointment - Active Living and Parks Commission Pg. 212
4. Boards and Committees - Appointment - Active Living and Parks Commission Pg. 215
5. Boards and Committees - Appointment - Planning and Zoning Commission Pg. 218
6. Boards and Committees - Appointment - Planning and Zoning Commission Pg. 221
7. Boards and Committees - Appointment - Planning and Zoning Commission Pg. 224
8. Boards and Committees - Removal - Adult Care Home Community Advisory Committee Pg. 227

H. REPORTS

1. BOC - Receive Updates From Commission Members Who Serve As Liaisons To Municipalities Or On Various Boards/Committees Pg. 232
2. BOC - Request for Applications for County Boards/Committees Pg. 233
3. Budget - Monthly Budget Amendment Report Pg. 246
4. Budget - Monthly Financial Update Pg. 263
5. Communications and Outreach - Monthly Summary Report Pg. 272

6. County Manager - Monthly Building Activity Reports Pg. 276
7. EDC - July 2025 Monthly Summary Report Pg. 285
8. Super Cab Co - Monthly Report Pg. 287

I. GENERAL COMMENTS BY BOARD MEMBERS

J. CLOSED SESSION

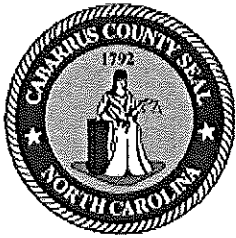
1. Closed Session - Consult With Attorney Including Pending Litigation and Personnel Pg. 293

K. RETURN TO OPEN SESSION

L. 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.

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**August 18, 2025
6:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Consult With Attorney Including Pending Litigation and Personnel

BRIEF SUMMARY:

A closed session is needed to consult with attorney including pending litigation (Michael Downs v. Cabarrus County; James Campbell v. Cabarrus County Board of Commissioners and Steve Morris; Mark Armistead as Administrator of the Estate of Roger Armistead and Diane Williams Armistead v. Van Shaw, Brent Saffell, XYZ Corporation, Cabarrus County, Cabarrus County Fire Squad 410, Timothy Mills, Brandon Musik and John Does 1-10) and personnel as authorized by NCGS 143-318.11(a)(3) and (6).

REQUESTED ACTION:

Motion to go into closed session to consult with attorney including pending litigation (Michael Downs v. Cabarrus County; James Campbell v. Cabarrus County Board of Commissioners and Steve Morris; Mark Armistead as Administrator of the Estate of Roger Armistead and Diane Williams Armistead v. Van Shaw, Brent Saffell, XYZ Corporation, Cabarrus County, Cabarrus County Fire Squad 410, Timothy Mills, Brandon Musik and John Does 1-10) and personnel as authorized by NCGS 143-318.11(a)(3) and (6).

EXPECTED LENGTH OF PRESENTATION:

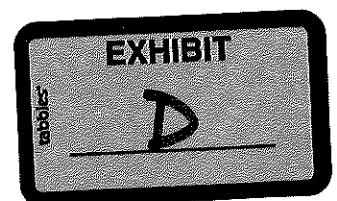
1 Hour or More

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No



The Board of Commissioners for the County of Cabarrus met in regular session in the Commissioners' Meeting Room at the Cabarrus County Governmental Center in Concord, North Carolina at 6:00 p.m. on Monday, August 18, 2025.

Public access to the meeting could also be obtained through the following means:

live broadcast at 6:00 p.m. on Channel 22
<https://www.youtube.com/cabarruscounty>
<https://www.cabarruscounty.us/cabcotv>

Present -	Chairman:	Jeff Jones
	Vice Chairman:	Laura B. Lindsey
	Commissioners	Kenneth M Wortman
		Larry G. Pittman
		Lynn W. Shue

Also present were Sean Newton, County Manager; Doug Hall, County Attorney; Kelly Sifford, Deputy County Manager; Aalece Pugh, Assistant County Manager; Lauren Linker, Contract Analyst and Ariadne Olvera, Clerk to the Board.

Chairman Jones called the meeting to order at 6:00 p.m.

Chairman Jones led the Pledge of Allegiance.

Dan Marshall, Local Government Ministries, gave the invocation.

(A) APPROVAL OR CORRECTION OF MINUTES

UPON MOTION of Vice Chairman Lindsey, seconded by Commissioner Wortman and unanimously carried, the Board approved the following minutes as presented.

March 17, 2024 (Regular Meeting)

(B) APPROVAL OF THE AGENDA

Chairman Jones reviewed the following changes to the agenda.

REMOVED:

Consent Agenda

(D-6) Planning and Development Department - Request for Board Approval to Accept NCDEQ Grant Funding - Disaster Recovery Act of 2024 (Part II)

UPDATED:

New Business

(F-1) County Manager - Proposal To Co-locate At Allen Volunteer Fire Department (VFD)

ADDITIONS:

Appointments to Board and Committees

(G-8) Board and Committees - Removal - Adult Care Home Community Advisory Committee

Closed Session

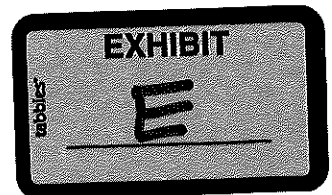
J-1 Closed Session - Consult With Attorney Including Pending Litigation and Personnel

UPON MOTION of Vice Chairman Lindsey, seconded by Commissioner Wortman and unanimously carried, the Board approved the agenda as amended.

(C) RECOGNITIONS AND PRESENTATIONS

(C-1) Proclamation - Child Support Awareness Month

Thomas Mitchell, Deputy Director for Economic Services, reported that DSS supports 12,000 children through child support collections, averaging \$12 million annually. The department also serves 25,000 Food and Nutrition recipients each year, providing about \$4 million monthly to the community. The Medicaid team supports 58,000 county residents, with \$12 million in monthly Medicaid benefits. He also shared a short video highlighting OSS staff.



Upon conclusion of the video, Susan Dillon, Program Administrator, introduced Sonia Tillman, who read the proclamation.

UPON MOTION of Commissioner, Wortman seconded by Vice Chair Lindsey and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2025-12

CHILD SUPPORT AWARENESS MONTH IN CABARRUS COUNTY
A PROCLAMATION

WHEREAS, children are entitled to financial support from their parents and Cabarrus County continues to improve its efforts with child support collections; and

WHEREAS, in SFY2025, over \$12.85 million in child support was collected from parents of children whose cases are managed by Cabarrus County Child Support Services; and

WHEREAS, there are nearly 4,500 active child support cases in Cabarrus County, working to ensure that children receive financial support from their parents; and

WHEREAS, children who do not receive adequate financial and emotional support from both parents may experience greater difficulty in becoming healthy, happy, and productive citizens; and

WHEREAS, many concerned and dedicated judges, district attorneys, clerks of court, sheriffs' personnel, and child support professionals work to establish and enforce child support orders for Cabarrus County's children, one of our State's most vital resources:

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

CHILD SUPPORT AWARENESS MONTH IN CABARRUS COUNTY

Adopted this the 18th day of August, 2025.

/s/Jeff Jones
Jeff Jones, Chairman
Cabarrus County Board of Commissioners

(C-2) Proclamation - Economic Services Appreciation

Thomas Mitchell introduced Heather Altman and Robert Cox, Program Administrators who read the proclamation aloud.

UPON MOTION of Commissioner, Wortman seconded by Vice Chair Lindsey and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2025-13

ECONOMIC SERVICES APPRECIATION MONTH IN CABARRUS COUNTY
A PROCLAMATION

WHEREAS, individuals, families and children are entitled to public assistance services and support they may be eligible for; and

WHEREAS, Food and Nutrition Services is a USDA federal food assistance program that provides low-income families with the food they need for a nutritionally adequate diet; and

WHEREAS, Cabarrus County FNS eligibility staff have assisted in providing Food & Nutrition benefit allotments to address food insecurity for FY25 in the amount of \$49,863,058; and

WHEREAS, Medicaid is dedicated to providing access to physical and behavioral health care and services to improve the health and well-being of over 3.1 million North Carolinians; and

WHEREAS, Cabarrus County Department of Human Services' Medicaid eligibility have assisted in providing medical and behavioral health care to the citizens of Cabarrus County for FY25 in the amount of \$144,850,624; and

WHEREAS, in FY25, Cabarrus County Department of Social Services' Economic Services eligibility staff processed over 17,917 Medicaid applications and 7,526

Food and Nutrition Services applications meeting federal and state timeliness requirements in both programs; and

WHEREAS, there are currently 58,839 active Medicaid recipients and 24,080 active Food & Nutrition Services recipients in Cabarrus County; and

WHEREAS, Economic Services staff in Cabarrus County work tirelessly to ensure individuals, families and children receive access to medical care and financial support for food and nutrition services; and

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

ECONOMIC SERVICES APPRECIATION MONTH IN CABARRUS COUNTY

Adopted this 18th day of August, 2025.

/s/Jeff Jones
Jeff Jones, Chairman
Cabarrus County Board of Commissioners

(C-3) Recognition - Active Living and Parks - Recognize Communications Department

Byron Haigler, Director of Active Living and Parks, recognized the Communications Department for their work on an article highlighting the Active Living and Parks Department, which was featured on the cover of the North Carolina Recreation and Park Association's *RECRE8* magazine. He specifically recognized Dominique Clark, Communications Manager and author of the article; Jonathan Weaver, Communications Director; and Ian Sweeney, Assistant Director of Active Living and Parks, who compiled the information for the story.

(C-4) Recognition - Emergency Management - Recognize Dawn Gustafson, Emergency Management Planner II

Jason Burnett, Director of Emergency Management, recognized Dawn Gustafson, Emergency Management Planner II, for her leadership of the Cabarrus County Shelter Task Force. He noted her strong commitment to public safety, her contributions to enhancing the county's emergency preparedness and response capabilities, and her role in implementing the county's sheltering standard operating guidelines.

Sean Newton, County Manager, presented Ms. Gustafson with the County Manager's Award of Excellence.

(C-5) Recognition - Human Resources - Recognize Sergeant Marsha Williams On Her Retirement from Cabarrus County Sherrieff's Department

Sheriff Van Shaw recognized Sergeant Marsha Williams on her retirement after 30 years of service in law enforcement. He shared highlights of her career.

Chairman Jones presented her with a retirement gift in recognition of her service.

Sergeant Williams expressed her appreciation.

(D) INFORMAL COMMENTS

Chairman Jones opened the meeting for Informal Public Comments at 6:26 p.m.

Jerry Anderson, a resident of 133 Kennedy Ave., Concord, NC, spoke regarding his family and their needs.

Jeeter Anderson, a resident of 133 Kennedy Ave., Concord, NC, spoke regarding his family.

Dr. Grace Galloway, a resident of 217 Palaside Drive N.E. , Concord, NC, commented on the opioid settlement funds.

Ingrid Nurse, a resident of 367 Alleghany St. NW Concord, NC, commented on the Board of Commissioners.

Jean Chandler, a resident of 4977 Hilton Lake Road, Kannapolis commented on House Bill 432.

(E) CONSENT

(E-1) Boards and Committees - Appointment - Adult Care Home Community Advisory Committee

Siobhan Allen completed all state requirements and training. The advisory committee recommended her appointment to fill vacant seat #1 on the Adult Care Home Community Advisory Committee.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board appointed Siobhan Allen to vacant seat #1 on the Adult Care Home Community Advisory Committee for a one-year term expiring August 31, 2026, including any necessary exceptions to the Appointment Policy.

(E-2) Boards and Committees - Appointment - Partners Health Management

Janet McDaniel, Partners CFAC Chair, was selected to fill the Mental Health category on the Partners Health Management Board of Directors, as required by statute. Since she resides in Cabarrus County, her appointment must be made by the Cabarrus County Board of Commissioners.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board appointed Janet McDaniel to the Partners Health Management Board of Directors for a term beginning August 18, 2025, and ending June 30, 2028.

(E-3) Boards and Committees - Appointments - Public Health Authority of Cabarrus County

The Board of Commissioners seat on the Public Health Authority is a three-year term previously filled by Vice Chair Lindsey, who was appointed in December 2024 to complete Commissioner Morris's unexpired term. With that term now concluded, the Board must appoint a member to serve the new term expiring June 30, 2028.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board appointed Vice Chair Laura Lindsey to fill the Cabarrus County Board of Commissioners seat on the Public Health Authority of Cabarrus County for a term expiring June 30, 2028, including any necessary exceptions to the Appointment Policy.

(E-4) County Manager - Fiscal Year 2025 Funding Re-appropriations

Unspent FY25 funds need to be carried over into FY26 to complete planned purchases. Approval of the carry-over and related budget amendment is required.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board amended the FY25-26 Budget Ordinance to allow the carry-over of unspent funds and approved the associated Budget Amendment.

(This space intentionally left blank)

Date: 8/18/2025	Amount: \$6,344,679.83 {0.1}; \$4,976,664.43 {0.1}; \$1,368,015.40 {0.1}; GRAND TOTAL \$8,689,455
Dept Head: Royn Khairi	Department: Budget
☐ Internal Transfer Within Department	☐ Transfer Between Departments/Funds
☐ Supplemental Request	

--

[illegible]

[illegible]

(E-5) Planning and Development Department - Community Development NCDEQ LIHEAP
and HARRP Grant Award Acceptance For FY26

Cabarrus County received FY26 funding from NCDEQ for LIHEAP and HARRP to support weatherization and HVAC repair/replacement. A budget amendment is required to align with the corrected funding amounts.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board approved acceptance of NCDEQ LIHEAP and HARRP funding for FY26, authorized the County Manager or designee to enter into an agreement with the State, approved the budget amendments to reflect corrected funding, and allowed staff to proceed with implementation of the program activities.

Budget Revision/Amendment Request

Date: 8/18/2025 Amount: 39,354.91

Dept. Head: Susie Morris Department: Community Development

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

Purpose: The state has released the funds for the UHP West/evacuation program FY26. The program budget needs to be amended to reflect the appropriate amount per the allotted funds in the contract.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	3250-622701	UHP Program	160,000.00	39,354.91		199,354.91
001	9	3250-9493-010P	UHP	129,400.00	41,624.39		171,024.39
001	9	3250-931501	UHP Health & Safety Materials	22,400.00	5,930.52		28,330.52
							0.00
							0.00
							0.00
							0.00
				Total			199,354.91

Budget Revision/Amendment Request

Date: 8/18/2025 Amount: 8,293.72

Dept. Head: Susie Morris Department: Community Development

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

Purpose: The state has released the funds for the HARP program FY26. The program budget needs to be amended to reflect the appropriate amount per the allotted funds in the contract.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	3210-6255	HARP Program	157,000.00		8,293.72	148,706.28
001	9	3250-9493 HARP	HARP Operations	157,000.00		8,293.72	148,706.28
							0.00
							0.00
							0.00
							0.00
				Total			148,706.28

(E-6) Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Grant Award

The Sheriff's Office requested acceptance of the fourth-year GHSP grant to support the Traffic Enforcement and Education Unit. The grant will cover 25% of salaries/benefits for two officers from October 1, 2025, to September 30, 2026, reducing the county's share to 75%.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board accepted the GHSP grant award and approved the

associated

budget

amendment.

Budget Revision/Amendment Request

Date: August 18, 2025

Amount: 69,773.00

Dept. Head: Sheriff Van W. Shaw

Department: 2110 Sheriff's Office

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

Purpose: In Fiscal Year 2020, the Cabarrus County Sheriff's Office applied for and received funding through the Governor's Highway Safety Program (GHSP) for the formation of a Traffic Safety Unit for use throughout problem areas within Cabarrus County. There is a three year grant through the North Carolina Department of Transportation. This request is for the approval of allocating funds for year four in accordance with the agreement (attached). This grant is federally funded up to 25% with a 75% local match in the third year. The 25% local match includes personnel costs (salary & benefits) for 2 deputies and other indirect costs, which includes travel (in-state & out of state). Required to create a budget for the Traffic Grant 10/1/2025 and record Cabarrus County's 25% match.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2110 6142-TRAFU	NC Department of Transportation Grant		69,773.00		69,773.00
001	9	2110 9101-TRAFU	Salary & Wages - TRAFU		45,498.06		45,498.06
001	9	2110 9201-TRAFU	Social Security - TRAFU		600.00		600.00
001	9	2110 9202-TRAFU	Medicare - TRAFU		659.77		659.77
001	9	2110 9205-TRAFU	Group Hospital Insurance - TRAFU		10,680.00		10,680.00
001	9	2110 9206-TRAFU	Vision Care - TRAFU		21.00		21.00
001	9	2110 9207-TRAFU	Life Insurance - TRAFU		40.80		40.80
001	9	2110 9210-TRAFU	Retirement - TRAFU		6,870.21		6,870.21
001	9	2110 9210-TRAFU	Workers' Compensation - TRAFU		1,078.39		1,078.39
001	9	2110 9215-TRAFU	Deferred Compensation 401K - TRAFU		2,274.90		2,274.90
001	9	2110 9610-TRAFU	Insurance & Bonds - TRAFU				0.00
001	9	2110 9610-TRAFU	Travel & Education - TRAFU		2,000.00		2,000.00
				Total			0.00

(E-7) Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Bike Safe Grant

The Sheriff's Office requested acceptance of the FY26 GHSP BikeSafe grant, a \$5,000 continuation grant funding motorcycle safety education and training. The grant requires no local match.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board accepted the GHSP BikeSafe grant award and approved the associated budget amendment.

Date: 8/18/2025

Amount: 5,000.00

Dept. Head: Sheriff Van W. Shaw

Department: 2110 County Sheriff

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

PURPOSE: In Fiscal Year 2022 the Cabarrus County Sheriff's Office applied for and received funding through the Governor's Highway Safety Program (GHSP) BikeSafe Grant for increased training on motorcycle safety throughout the State. Sgt. Grady Christie, of the Cabarrus County Sheriff's Office is the State's Regional Coordinator for BikeSafeNC. This is the 5th year of the 5 year grant. This request asks for approval of the budget Revenue and Expense for Year 4 of this grant. There is no match required of the County. Budget Amendment required to create a budget for the Revenue and Expense related to the BikeSafeNC grant beginning 10/1/2025.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2110 6606-GHSP	Governor's Highway Safety Program Grant (Revenue)		5,000.00		5,000.00
001	9	2110 9131-GHSP	Governor's Highway Safety Program Grant (Expense)		5,000.00		5,000.00
							0.00
							0.00
							0.00

(E-8) Soil and Water - Cabarrus County Creek Week Budget Amendment

Cabarrus Soil and Water Conservation District will be hosting its first annual Creek Week, September 22-28, with sponsorship support from Subaru. Sponsorship funds need to be moved from a revenue account to an expense account to cover event costs.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board approved the budget amendment and associated ordinance to allocate Subaru sponsorship funds for Creek Week event expenses.

Budget Revision/Amendment Request							
Date <u>8/18/2025</u>				Amount <u>1,500.00</u>			
Dept. Head <u>Abby Weishauser (prepared by David Reeves)</u>				Department <u>Soil & Water</u>			
☐ Internal Transfer Within Department				☐ Transfer Between Departments/Funds			
☐ Supplemental Request							
This budget amendment is presented to appropriate funds for revenue received for the first annual Cabarrus Creek Week. Creek Week is part of a statewide initiative led by the North Carolina Department of Environmental Quality. Cabarrus Creek Week is taking place on September 22-28, 2025 and will feature a series of community events designed to raise awareness of the importance of our local waterways.							
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	3270 6105 CW11K	Soil & Water Grants - CabCo Creek Week	-	1,500.00	-	1,500.00
460	9	3270 9416 CW11K	Soil & Water Grants - CabCo Creek Week	-	1,500.00	-	1,500.00

(E-9) Soil and Water - Grant Application to North Carolina Agricultural Development and Farmland Preservation Trust Fund

The Soil and Water Conservation District requested authorization to apply for state and federal Farmland Preservation Grants to secure permanent agricultural conservation easements. These efforts will support farmland protection, the county's agricultural economy, and help maintain a low tax burden.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board authorized Soil & Water Conservation District staff to submit applications to the North Carolina Agricultural Development Farmland Preservation Trust Fund and the USDA Agricultural Land Easement programs.

(E-10) Tax Administration - Refund and Release Reports - July 2025

The July 2025 Refund and Release Reports, including the NCVTS Refund Report, detail taxpayers, bill numbers, valuations, tax amounts, and justifications for releases and refunds in accordance with N.C.G.S. 105-381.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board approved the July 2025 Refund and Release Reports as submitted, including the NCVTS Refund Report, and granted the Tax Collector authority to process the refunds and releases.

(E-11) Tax Administration - South Carolina Debt Setoff Resolution and Memorandum of Understanding

The Tax Collector requests approval of a resolution and Memorandum of Understanding to utilize South Carolina Debt Setoff for collecting delinquent taxes, ambulance fees, and other debts, helping increase collection rates and reduce uncollected debts.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Shue and unanimously carried, the Board approved the resolution and Memorandum of Understanding.

(F) NEW BUSINESS

(F-1) County Manager - Proposal To Co-locate At Allen Volunteer Fire Department (VFD)

Jacob Thompson, Fire Marshal, presented a proposal to co-locate Squad 410 with the Allen Fire Department. Key points included:

- Background: Squad 410, located at EMS Station 2, was created to supplement the county fire service. A 2020 Fire Study analyzed county fire services and provided recommendations for improvement. The current squad location is not optimal.
- Proposal: Co-locate Squad 410 at the new Allen Fire Department facility at 5650 Miami Church Road. The land is cleared and graded, and the project represents a cost-effective, public non-profit partnership.
- Alignment with Fire Study: The proposed co-location aligns with the 2020 Fire Study recommendations. Statistical and demand analyses of calls from 2020-2025 show the proposed location matches the county's demand center.

- Financials:
 - Allen Fire Department's total build cost: \$3 million.
 - County's estimated contribution: up to \$1 million during the build phase.
 - County annual continuation costs: 36% of janitorial and utility expenses.
 - No district boundary changes are required.
 - The county's investment is capped at one-third of the total project cost.
- Operational Notes:
 - The county retains the right to determine district lines and adjust fire responses as needed.
 - No existing contracts prevent the building of the station; Allen intends to build regardless of county participation.
 - County approval is only required for air packs or apparatus purchases over \$50,000, per current contract provisions.
 - Co-location aims to reduce response times and optimize Squad 410 operations.
- Conclusion
 - Decision is data-driven and consistent with county planning and independent study findings.
 - Optimal location for response times, coverage, and cooperation.
 - Additional opportunity for public/non-profit cost share to reduce costs.
 - Improve service delivery and employee morale and retention.
 - **ALLOWS US TO PROTECT OUR CITIZENS BETTER AND OPTIMIZE THEIR TAX FUNDED SERVICES ALREADY IN PLACE TO THEIR BENEFIT.**

There was discussion throughout the presentation. During discussions, MR. Thompson responded to questions from the Board.

Commissioner Pittman **MOVED** to postpone any decision on this matter until the Board of Commissioners has had an opportunity to hold a special meeting with the chiefs of the other affected fire stations to hear from them concerning their support, objections or complaints concerning this proposal. Commissioner Wortman seconded the motion.

Following discussion, Commissioner Pittman **AMENDED** the Motion to include a Special Meeting to be held Monday, August 25, 2025 at 6:30 p.m. in the Multipurpose Room of the Governmental Center, 65 Church Street S, Concord, North Carolina. Commissioner Wortman seconded the Amended Motion.

Following further discussion, the **AMENDED MOTION** unanimously carried.

(G) APPOINTMENTS TO BOARDS AND COMMITTEES

Chairman Jones made a motion to approve all appointments to boards and committees. The motion failed due to lack of a second.

(G-1) Boards and Committees - Appointment - Active Living and Parks Commission

Emily Baldwin's term for the Concord Planning Area Seat on the Active Living and Parks Commission has expired. The Advisory Commission unanimously recommended her reappointment for her leadership and continued support of county initiatives.

UPON MOTION of Commissioner Wortman, seconded by Commissioner Pittman and unanimously carried, the Board reappointed Emily Baldwin to the Concord Planning Area Seat on the Active Living and Parks Commission for a term expiring January 31, 2028, including any necessary exceptions to the Appointment Policy.

(G-2) Boards and Committees - Appointment - Active Living and Parks Commission

Megan Baumgardner's term for the Northwest Cabarrus Planning Area Seat on the Active Living and Parks Commission has expired. The Advisory Commission unanimously recommended her reappointment for her leadership and continued support of county initiatives.

UPON MOTION of Commissioner Wortman, seconded by Commissioner Pittman and unanimously carried, the Board reappointed Megan Baumgardner to the Northwest Cabarrus Planning Area Seat on the Active Living and Parks Commission for a term expiring January 31, 2026; including any necessary exceptions to the Appointment Policy.

(G-3) Boards and Committees - Appointment - Active Living and Parks Commission

Kenny Robinson's term for the Central Planning Area Seat on the Active Living and Parks Commission has expired. The Advisory Commission unanimously recommended his reappointment for his leadership and continued support of county initiatives.

UPON MOTION of Commissioner Wortman, seconded by Commissioner Shue and unanimously carried, the Board reappointed Kenny Robinson to the Central Planning Area Seat on the Active Living and Parks Commission for a term expiring January 31, 2028, including any necessary exceptions to the Appointment Policy.

(G-4) Boards and Committees - Appointment - Active Living and Parks Commission

Chad Roberts' term for the Harrisburg Planning Area Seat on the Active Living and Parks Commission has expired. The Advisory Commission unanimously recommended his reappointment for his leadership and continued support of county initiatives.

UPON MOTION of Commissioner Wortman, seconded by Commissioner Pittman and unanimously carried, the Board reappointed Chad Roberts to the Harrisburg Planning Area Seat on the Active Living and Parks Commission for a term expiring January 31, 2028, including any necessary exceptions to the Appointment Policy.

(G-5) Boards and Committees - Appointment - Planning and Zoning Commission

Charles Paxton's term as the Harrisburg Area representative on the Planning and Zoning Commission will expire August 31, 2025. The Nominations Committee recommended his reappointment for another three-year term.

UPON MOTION of Commissioner Wortman, seconded by Commissioner Shue and unanimously carried, the Board reappointed Charles Paxton as the Harrisburg Area representative on the Planning and Zoning Commission for a three-year term expiring August 31, 2028, including any necessary exceptions to the Appointment Policy.

(G-6) Boards and Committees - Appointment - Planning and Zoning Commission

Andrew Nance's term for the Regular At-Large #2 Seat on the Planning and Zoning Commission will expire August 31, 2025. He is not seeking reappointment. The Nominations Committee recommended moving Mohammed Idlibi from an alternate member to fill this regular seat.

UPON MOTION of Commissioner Wortman, seconded by Commissioner Shue and unanimously carried, the Board removed Andrew Nance from the Planning and Zoning Commission and thanked him for his service.

UPON MOTION of Commissioner Wortman, seconded by Commissioner Shue and unanimously carried, the Board appointed Mohammed Idlibi to the Regular At-Large #2 Seat for a three-year expiring August 31, 2028; and to include any necessary exceptions to the Appointment Policy.

(G-7) Boards and Committees - Appointment - Planning and Zoning Commission

Jeffrey Corley's term for the At-Large Regular #1 Seat on the Planning and Zoning Commission expires August 31, 2025, and he is not seeking reappointment. The Nominations Committee recommended moving Holly Edwards from an alternate member to fill this seat.

UPON MOTION of Commissioner Shue, seconded by Commissioner Wortman the Board removed Jeffrey Corely from the Planning and Zoning Commission and thank him for his service by the following vote: Ayes: Chairman Jones and Commissioners Shue and Wortman, Nays: Vice Chair Lindsey and Commissioner Pittman.

UPON MOTION of Commissioner Shue, seconded by Commissioner Wortman the Board appointed Holly Edwards to the At-Large Regular #1 Seat for a three-year term expiring August 31, 2028, including any necessary exceptions to the Appointment Policy by the following Ayes: Chairman Jones and Commissioners Shue and Wortman, Nays: Vice Chair Lindsey and Commissioner Pittman.

(G-8) Boards and Committees - Removal - Adult Care Home Community Advisory Committee

Diamond Staton-Williams has been removed from the Adult Care Home Community Advisory Committee by the State Ombudsman's Office for failing to meet attendance requirements.

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Pittman and unanimously carried, the Board removed Diamond Staton-Williams from the Adult Care Home Community Advisory Committee.

Chairman Jones noted vacancies on the boards and committees and encouraged community members to apply to serve.

(H) REPORTS

(H-1) BOC - Receive Updates From Commission Members Who Serve As Liaisons To Municipalities Or On Various Boards/Committees

Commissioner Wortman reported he attended the Centralina Regional meeting, where various House bills were discussed. He also participated in Government 101. He thanked the staff at Afton Ridge for their work.

Commissioner Pitman reported on the DHS Transportation Advisory Board, the Local Emergency Planning Committee and provided an update from the Town of Midland meeting. He also reported on the Cabarrus County Block Grant Advisory Committee.

Chairman Jones encouraged everyone to participate in the Scam Jam.

Vice Chair Lindsey announced that the Cabarrus County Fair will be held September 5-13 and provided an update from the Soil and Water Committee.

(H-2) BOC - Request for Applications for County Boards/Committees

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

- Active Living and Parks Commission - 1 Vacant
- Adult Care Home Community Advisory Committee - 14 Vacant Positions
- Concord Planning and Zoning Commission (ETJ) - 1 Vacant Position
- Library Board of Trustees - 3 Expired Positions
- Nursing Home Community Advisory Committee - 10 Vacant Positions
- Region F Aging Advisory Committee - 2 Vacant Positions
- Transportation Advisory Board - 5 Vacant Positions
- Youth Commission - 7 Vacant and 5 Expired Positions
-

(H-3) Budget - Monthly Budget Amendment Report

The Board received the monthly budget amendment report for informational purposes. No action was required of the Board.

(H-4) Budget - Monthly Financial Update

The Board received the monthly financial update report for informational purposes. No action was required of the Board.

(H-5) Communications and Outreach - Monthly Summary Report

The Board received the monthly summary report for informational purposes. No action was required of the Board.

(H-6) County Manager - Monthly Building Activity Reports

The Board received the monthly building activity reports for informational purposes. No action was required of the Board.

(H-7) EDC - July 2025 Monthly Summary Report

The Board received the monthly new development report for informational purposes. No action was required of the Board.

(H-8) Super Cab Co - Monthly Report

The Board received the Super Cab Co. report for informational purposes. No action was required of the Board.

(I) GENERAL COMMENTS BY BOARD MEMBERS

Vice Chair Lindsey shared a video featuring two animals currently available for adoption at the Cabarrus County Animal Shelter.

Commissioner Pittman announced his upcoming wedding anniversary.

(J) CLOSED SESSION

UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Wortman and unanimously carried, the Board moved to go into closed session to discuss matters related to pending litigation as authorized by NCGS 143-138.11(a)(3).

(K) RETURN TO OPEN SESSION

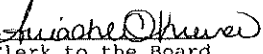
UPON MOTION of Vice Chair Lindsey, seconded by Commissioner Pittman and unanimously carried, the Board returned to open session.

UPON MOTION of Commissioner Wortman, seconded by Vice Chair Lindsey and unanimously carried, the Board appointed Ariadne Olvera as the new Clerk to the Board of the Cabarrus County Board of Commissioners.

UPON MOTION of Commissioner Shue, seconded by Chairman Jones the Board terminated Sean Newton's, County Manager, contract by the following vote: Ayes: Chairman Jones, Commissioners Wortman and Shue; Nays: Vice Chair Lindsey and Commissioner Pittman.

(L) ADJOURN

UPON MOTION of Commissioner Wortman, seconded by Commissioner Shue and unanimously carried, the meeting adjourned at 9:31 p.m.

/s/Ariadne Olvera 
Ariadne Olvera, Clerk to the Board

