

## **Agenda for Special Called Board of Trustees Meeting**

**PLEASE TURN OFF (SILENCE) AND STORE YOUR MOBILE ELECTRONIC  
DEVICES DURING THE BOARD MEETING**

***Central Carolina Community College  
Board of Trustees  
Agenda  
June 15, 2022***

Recognition of Guests  
Ethics Statement  
Mission Statement of the College  
Agenda

***FOR FULL BOARD CONSIDERATION AND DELIBERATION***

***Personnel Committee***

1. Approve Personal Observance Leave

***Finance Committee***

1. Approve awarding of Snack Vending

***Building and Grounds Committee***

1. Approve lease for Moore Center
2. Approve 3-1P to request State Board Approval to have the Moore Center as a site
3. Approve 3-1 Moore Center – Bioprocessing Building Renovations
4. Approve 3-1 Moore Center – Truck Driver Training Building Renovations
5. Approve 3-1 Moore Center – Main Building Renovations
6. Approve Architect Selection Process for renovation projects



# BOARD OF TRUSTEES PERSONNEL COMMITTEE AGENDA

**Date of Meeting:**

June 15, 2022

**Time: 7:00 pm**

Virtual

**Committee Members:** Bobby Powell, Chair  
Genia Morris  
Chip Post

## Consent Agenda Items

## Full Board Agenda Items

1. Approve Personal Observance Leave

## For Information Only

## Approve Personal Observance Leave

### Background:

Governor Cooper issues Executive Order No. 262 establishing Personal Observance Leave for employees of the Office of the Governor and all Cabinet agencies. The Personal Observance Leave allows eligible employees up to eight hours of fully paid leave on a single day of personal significance each calendar year. The day of personal significance may include but is not limited to days of cultural or religious importance. This leave has no cash value and cannot be converted to retirement credit. Personal Observance Leave not taken by the end of the calendar year is forfeited and may not be carried forward to the next calendar year. Employees will not be paid for unused Personal Observance Leave upon separation from their employment. The NC Community College System has advised the local boards of trustees can adopt policies that are similar to the policy instituted by the NC Office of Human Resources.

### Proposed Personal Observance Leave Policy:

#### Eligibility:

Personal Observance Leave is available to employees who are in a leave earning status in accordance with the Annual Leave Policy. Full-time employees will receive eight hours of Personal Observance Leave each calendar year. Reduced-hours full-time employees will receive a prorated amount based on their number of hours compared to a full-time schedule.

#### Use of Leave:

Personal Observance Leave may be used for any single day of personal significance. This includes, but is not limited to, days of cultural or religious importance. The day used for Personal Observance Leave does not have to be a day from the employee's own religious or cultural background. Employees will follow the same procedures as required by the Annual Leave policy to request use of this leave.

Personal Observance Leave not taken by the end of the calendar year is forfeited and may not be carried forward to the next calendar year. Employees will not be paid for unused Personal Observance Leave upon separation from their employment.



# BOARD OF TRUSTEES FINANCE COMMITTEE AGENDA

<b>Date of Meeting:</b>	June 15, 2022	<b>Time:</b> 7:00 PM	Virtual
<b>Committee Members:</b> Jim Burgin, Chair Jamie Kelly Bill Carver			
<b>Consent Agenda Items</b>			
<b>Full Board Agenda Items</b>			
1. Approve awarding of Snack Vending			
<b>For Information Only</b>			

Approve awarding of snack vending

## 1) Prior experience

### Criteria

Contractor must provide at least three references, with preference given to Contractors whose references are community colleges, four-year colleges, universities, or substantially similar entities.

### Canteen

- Pentair (Corporation)
- Tyson Foods (Corporation)
- GKN (Corporation)

### Carolina Food & Beverage

- AmerisourceBergen (Corporation)
- Trulite Glass and Aluminum Solutions (Corporation)
- Implus LLC (Corporation)

## 2) Qualification and experience of contractor

### Criteria

Contractors with more years in business will be given preference.

### Canteen

Canteen has been in business since 1929. It is the largest food and support services country in the world, with \$24.8 billion in annual revenue in FY 2021.

### Carolina Food & Beverage

Carolina Food & Beverage business across Wake County for over five years. Started with 5 vending locations, now has over 30 machines and micro markets serving customers with employee counts ranging from 100 to over 400 per location.

## 3) Offeror's ability to perform the required services

### Criteria

Contractor must have the personnel to provide an average of at least 95% uptime across all machines.

### Canteen

Nationwide company with 9,500+ employees and 98% client retention rate. Utilizes data systems to reduce service time and streamline operations. No mention of service uptime.

### Carolina Food & Beverage

Claims uptime of 96% or better. Personnel includes:

- David Whitmire – Owner, service-disabled veteran, mentor and support.
- Grant Whitmire – Son of owner, oversees day-to-day operations.
- Coby Bowen – Full time employee, customer facing support and delivery, provides on call support for surge periods or coverage during vacation or holiday periods.

## Action Item – Approve award of snack vending

- J'von Gulley – Full time employee, customer facing support and delivery, provides on call support for surge periods or coverage during vacation or holiday periods.

## 4) Offeror's ability to provide continuous quality and service at reasonable prices

### Criteria

Contractor must have the quality products at reasonable prices in comparison to the local market.

### Canteen

Canteen provides localization in terms of product choice. Has over 250,000 SKU options. Base prices are as follows:

	Option #1		Option #2		
<i><b>Product</b></i>	<i><b>Base Price</b></i>	<i><b>Commissions</b></i>	<i><b>Base Price</b></i>	<i><b>Commissions</b></i>	<i><b>Notes</b></i>
Chips / Cookies	\$1.25	18%	\$1.25	20%	Surcharge for premium items
Candy	\$1.50	18%	\$1.50	20%	Surcharge for premium items
Crackers	\$0.75	18%	\$0.75	20%	
Pastries	\$1.50	18%	\$1.50	20%	Surcharge for premium items
Fresh Foods	\$1.00-\$4.00	18%	\$1.00-\$4.00	20%	

### Carolina Food & Beverage

Carolina Food & Beverage provides 135 SKUs with access to over 230 SKUs based on customer driven demand. Local company, so product offerings are tailored to local community. A full price list was provided, so categories were mapped to Canteen's categories to the most accurate degree possible; averages for each category were then calculated:

<i><b>Product</b></i>	<i><b>Average Price</b></i>	<i><b>Commissions</b></i>
Chips / Cookies	\$0.99	10%
Candy	\$1.13	10%
Crackers	\$0.57	10%
Pastry	\$1.03	10%
Fresh Food	\$1.90	10%

## 5) Cost to students

### Criteria

Contractors offering lower prices on similar quality products will be given preference.

Action Item – Approve award of snack vending

#### Canteen

See #4 above.

#### Carolina Food & Beverage

See #4 above.

### 6) Return to College

#### Criteria

Contractors offering higher returns or bigger incentives to the College will be given preference.

#### Canteen

See #4 above.

#### Carolina Food & Beverage

See #4 above.

### 7) Other criteria as appropriate

#### Canteen

Canteen has registered a number of exceptions to the RPF Terms and Conditions. These exceptions include:

- Both parties have right to terminate contract for convenience with 60-day notice (as opposed to having to give notice within 60 days of the anniversary of the contract)
- Indemnification provision substantially altered, including removal of protections for College.
- Pricing may be changed if impacted by changes in assumptions of population, hours, labor costs, product costs, fuel costs, taxes, etc. Pricing may also be adjusted annually at a rate no greater than the annual CPI.

Canteen is offering to continue their practice of providing roughly \$1,000 worth of free product to the College for events.

Canteen does not appear to be offering anything in the way of scholarships, but they do contribute to scholarship opportunities elsewhere. There is no direct marketing support, but they do offer some form of marketing help either through apps that employees can download or through information campaigns if we utilize some form of College payment card that students can use (i.e., student ID that charges back to their school account).

#### Carolina Food & Beverage

Carolina Food & Beverage is offering:

- A \$1,000 scholarship to students studying business and who are military veterans.
- A free professional development seminar from the owner, David Whitmire, who is a certified Birkman Professional.
- Food and beverage items for resale to fund raising activities via request from an approved list endorsed by the appropriate CCCC personnel.

Action Item – Approve award of snack vending

Recommendation

College administration recommends awarding snack vending to Carolina Food & Beverage.





# BOARD OF TRUSTEES BUILDING AND GROUNDS COMMITTEE AGENDA

**Date of Meeting:**

June 15, 2022

Time: 7:00 PM

Virtual

**Committee Members:** George Lucier, Chair  
Bill Tatum  
Jim Crawford

**Consent Agenda Items****Full Board Items**

1. Approve lease for Moore Center
2. Approve 3-1P to request State Board Approval to have the Moore Center as a site.
3. Approve 3-1 Moore Center – Bioprocessing Building Renovations
4. Approve 3-1 Moore Center – Truck Driver Training Building Renovations
5. Approve 3-1 Moore Center – Main Building Renovations
6. Approve Architect Selection Process for renovation projects

**For Information Only**

Prepared by:

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Return to:

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County Attorney  
County of Lee, North Carolina  
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NORTH CAROLINA

LEE COUNTY

### **LEASE AGREEMENT**

This LEASE AGREEMENT, dated as of \_\_\_\_\_, 2022 (the “Lease”), between the COUNTY OF LEE, NORTH CAROLINA, a body politic and corporate and a political subdivision existing under the laws of the State of North Carolina (the “County”), and THE BOARD OF TRUSTEES OF CENTRAL CAROLINA COMMUNITY COLLEGE, a body corporate existing under the laws of the State of North Carolina (the “Board of Trustees”);

#### **WITNESSETH:**

WHEREAS, the County is a body politic and corporate and a political subdivision existing under the laws of the State of North Carolina vested with the powers and authority conferred upon counties by the laws of the State of North Carolina, acting through its Board of Commissioners;

WHEREAS, the Board of Trustees is the governing board of Central Carolina Community College (“CCCC”), vested with the powers and authority conferred upon boards of trustees by the laws of the State of North Carolina, including general control and supervision of all matters pertaining to CCCC;

WHEREAS, pursuant to Section 153A-158.2 of the General Statutes of North Carolina, as the same applies to the County, the County may acquire by any lawful method the fee or any lesser interest in real or personal property for use by the Board of Trustees;

WHEREAS, pursuant to Section 153A-158.2 and Section 160A-274(b) of the General Statutes of North Carolina, as amended, the County may lease to the Board of Trustees, and the Board of Trustees may lease from the County any interest in real or personal property that the County may own upon such terms and conditions negotiated between the County and the Board of Trustees;

WHEREAS, the County has previously acquired a certain parcel of real property more fully described in Schedule I attached hereto, being an approximately 21.40-acre site and existing facilities previously owned by Magneti Marelli Power Train USA, LLC (the "Site");

WHEREAS, the County has initially financed the acquisition of the Site pursuant to an Installment Financing Agreement, dated as of June 30, 2021 (the "Financing Agreement"), between the County and Regions Commercial Equipment Finance, LLC (the "Lender");

WHEREAS, the County's obligations under the Financing Agreement is secured by a Deed of Trust and Security Agreement, dated as of June 30, 2021 (the "Deed of Trust"), from the County to the deed of trust trustee named therein for the benefit of the Lender, granting a lien on the Site, together with all buildings, improvements and fixtures located or to be located thereon, all as more fully described in the Deed of Trust;

WHEREAS, the County now desires to lease the Leased Premises (hereinafter defined) to the Board of Trustees pursuant to this Lease to be used for community college purposes; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease as hereinafter set forth,

NOW THEREFORE, in consideration of the premises, the rents to be paid, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the County hereby leases and rents to the Board of Trustees, and the Board of Trustees hereby leases and rents from the County, the Site and all buildings, improvements and fixtures thereon, save and except for that portion of the Leased Premises generally comprising the building generally known as the shipping/receiving warehouse building, together with appurtenant facilities, as more specifically described in Schedule I attached hereto (such warehouse facility being hereinafter referred to as the "Warehouse Site"), which is hereby expressly reserved for use by the County (the Site, less and except the Warehouse Site, being hereinafter collectively referred to as the "Leased Premises"), upon the terms, provisions and conditions hereinafter set forth, to wit:

Section 1. Lease of the Leased Premises. The County hereby leases and rents to the Board of Trustees, and the Board of Trustees hereby leases and rents from the County the Leased Premises, together with all right, title and interest, if any, of the County in and to easements, rights-of-way, streets, alleys, passages, water rights, waters, water courses, water privileges, tenements, hereditaments, appurtenances and all other rights, whatsoever, now or hereafter in

any way belonging, relating or appertaining to the Leased Premises, and all rights, title, and interest, if any, of the County, in and to the land lying in the streets, roads or avenues, open or proposed, in front of, adjoining or servicing the Leased Premises.

Section 2. Term of Lease. The term of this Lease (the “Term”) shall commence on \_\_\_\_\_, 2022, and shall terminate, subject to prior termination as hereinafter provided, on \_\_\_\_\_, 2062. Notwithstanding the foregoing, (a) this Lease may be terminated earlier by mutual agreement of both parties on or after the date that all payments under the Financing Agreement and the Deed of Trust are paid or duly provided for as set forth in the Financing Agreement and the Deed of Trust and (b) this Lease shall be automatically terminated upon the transfer of the fee title to the Leased Premises by foreclosure or by a deed in lieu of foreclosure under the terms of the Deed of Trust (such transfer of title described in (b) being hereinafter referred to as a “Foreclosure”). In the event that the Term is terminated as a result of a Foreclosure, the option of the Board of Trustees to purchase the Leased Premises as provided in Section 14 hereof shall be null and void and of no force and effect, and the transferee of the Leased Premises shall take title to the same free and clear of said option to purchase.

Section 3. Rental. The annual rental for each year of the Term shall be one dollar (\$1.00) payable in advance on the date of delivery hereof and thereafter on [\_\_\_\_\_] 1] of each year. The County hereby acknowledges receipt of the annual rent for the first year of the Term.

Section 4. Quiet Enjoyment. The County hereby covenants that the Board of Trustees shall, during the Term of this Lease, peaceably and quietly have and hold and enjoy the Leased Premises without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease (specifically including the rights of the beneficiary under the Deed of Trust). The County shall not interfere with the quiet use and enjoyment of the Leased Premises during the Term of this Lease. The County shall, at the request of the Board of Trustees and at the cost of the County, join and cooperate fully in any legal action in which the Board of Trustees asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Premises. In addition, the Board of Trustees may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Premises, and shall be joined (to the extent legally possible, and at the expense of the Board of Trustees) in any action affecting its liabilities hereunder. The provisions of this Section shall be subject to rights to inspect the Leased Premises granted to parties under Section 9 hereof.

Section 5. Use and Maintenance of Leased Premises. During the Term, the Leased Premises shall be used solely for the accomplishment of public purposes and, in particular, the administration and operation of CCCC or any other community college-related purpose (including use by any other person or entity for the purpose of providing workforce training and similar uses for students). The Board of Trustees shall use, or cause to be used, the Leased Premises in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole cost and expense, shall service, repair and maintain the Leased Premises so as to keep it in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Leased Premises as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. The Board of Trustees hereby further agrees not to take or omit to take any action with respect to the Leased

Premises which would cause the County to be in default of its obligations under the Financing Agreement or the Deed of Trust.

Section 6. Utilities. The Board of Trustees shall pay or cause to be paid all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used on or in connection with the Leased Premises.

Section 7. Insurance. If so requested by the County, the Board of Trustees shall procure and maintain throughout the term of this Lease such fire, casualty, public liability, property damage and theft insurance as required by law and/or by Article V of the Financing Agreement, and the County and the Lender shall be named as a mortgagee/loss payee or additional insured with respect to all such insurance (to the extent provided in the Financing Agreement with respect to the Lender). The policies of insurance required by Article V of the Financing Agreement shall contain such endorsements as may be required by such Article V. The Board of Trustees shall cooperate fully with the County in filing any proof of loss with respect to such insurance policies. In no event shall the Board of Trustees voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim with respect to the Leased Premises without the prior written consent of the County.

The Board of Trustees hereby agrees that the net proceeds of such insurance shall be applied in accordance with the provisions of Article VI of the Financing Agreement.

Section 8. Installation of Additional Improvements. The Board of Trustees may at any time and from time to time, in its sole discretion and at its own expense, construct real property improvements and install items of equipment or other personal property in or upon any portion of the Site that do not materially impair the effective use, nor materially decrease the value, of the Leased Premises. All such items shall be subject to the lien of the Deed of Trust. The Board of Trustees shall repair and restore any and all damage resulting from the construction, installation, modification or removal of any such items of equipment.

Section 9. Access to the Leased Premises. The Board of Trustees agrees that the County and the Lender, and their respective representative and agents, shall have the right at all reasonable times to enter upon the Leased Premises or any portion thereof to examine and inspect the Leased Premises. The Board of Trustees further agrees that the County and the Lender, and their respective representative and agents, shall have such rights of access to the Leased Premises as may be reasonably necessary to cause the proper maintenance of the Leased Premises in the event of failure by the Board of Trustees to perform its obligations hereunder.

Section 10. Liens. Except for permitted encumbrances acceptable to the County, the Board of Trustees shall not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claims on or with respect to the Leased Premises. The Board of Trustees shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Board of Trustees hereby agrees, to the extent permitted by law, to reimburse the County for any expense incurred by either of them in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which the Board of Trustees is responsible.

Section 11. Indemnification of the County. To the extent permitted by law, the Board of Trustees covenants to defend, indemnify and hold harmless the County against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject under any statute or at law or in equity or otherwise in connection with the failure by the Board of Trustees to comply with covenants set forth in this Lease and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the failure by the Board of Trustees to comply with covenants set forth in this Lease; provided, however, that the Board of Trustees shall not be obligated to indemnify the County for any liability arising from any act of negligence or willful misconduct on the part of the County or any of its agents, officers or employees.

As between the Board of Trustees and the County, the covenant of the Board of Trustees in this Section is unconditional and absolute except to the extent that it may not be permitted by law. As between the Board of Trustees and any third-party, the Board of Trustees hereby reserves the right and defense of sovereign immunity.

Section 12. [RESERVED].

Section 13. Assignment by the Board of Trustees. The Board of Trustees shall not assign its rights under this Lease to any other person, firm or corporation without the prior written consent of the County.

Section 14. Option to Purchase. The County hereby grants to the Board of Trustees the option to purchase the Leased Premises at the end of the Term of this Lease (unless the expiration of such Term is due to a Foreclosure, in which event the option to purchase shall be extinguished) at a purchase price of \$1.00. The County shall promptly notify the Board of Trustees of the end of the Term of this Lease. At any time after its receipt of such notice, the Board of Trustees may exercise this option by notifying the County of its intent to exercise such option. Within forty-five (45) days after receipt of notification by the County from the Board of Trustees that the Board of Trustees intends to exercise such option to purchase, the County shall cause the Leased Premises and the Warehouse Site to be subdivided into two distinct tracts after the County and the Board of Trustees agree upon the precise property line separating the Warehouse Site and the Leased Premises (the drawing depicting the location of the Warehouse Site set forth in Schedule IA attached hereto being approximate). Such property line separating the Warehouse Site from the Leased Premises shall be drawn so as to comply with all applicable governmental regulations for subdivision, including applicable setbacks. Following the recordation of such subdivision plat, the County shall execute and deliver to the Board of Trustees a special warranty deed and any other documents necessary to convey good and marketable title of the Leased Premises to the Board of Trustees. The special warranty deed conveying the Leased Premises to the Board of Trustees shall be subject to such access and utility easements as the County deems necessary for the full use and benefit of the Warehouse Site.

Notwithstanding the foregoing, the County and the Board of Trustees acknowledge that the County may enter into a new financing agreement of similar debt instrument for the purpose

of refinancing its obligations under the Financing Agreement and/or to make further improvements to the Leased Premises. In such event, if a lien on all or any part of the Leased Premises is required to secure such new financing, then this Lease shall be terminated, the Board of Trustees' option to purchase the Leased Property as described in the immediately preceding paragraph shall be null and void and the County and the Board of Trustees shall negotiate and enter into a new lease relating to the Leased Premises to provide for the use of the Leased Premises during the term of such new financing.

Section 15. Recording. The Board of Trustees and the County agree that this Lease or a memorandum of this Lease may be recorded in the office of the Lee County Register of Deeds.

Section 16. Hazardous Materials. The Board of Trustees, its successors and assigns represents, warrants and agrees that (a) the Leased Premises shall not be used to generate, manufacture, transport, treat, store, handle, dispose of, or process Hazardous Materials except in accordance with all applicable Environmental Laws (as such terms are defined in the Deed of Trust); (b) the Board of Trustees shall not cause or permit the improper installation of Hazardous Materials on the Leased Premises or a release of Hazardous Materials on the Leased Premises; (c) the Board of Trustees shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Leased Premises and shall keep the Leased Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws; (d) the Board of Trustees shall at all times obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Leased Premises (the "Permits"), and the Board of Trustees will comply with the terms and provisions of the Permits; (e) the Board of Trustees shall immediately give the County oral and written notice in the event that the Board of Trustees receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Leased Premises and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Leased Premises in accordance with all applicable Environmental Laws. To the extent permitted by law, the Board of Trustees hereby agrees to indemnify the County and hold it harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, reasonable attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the County for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Leased Premises of any Hazardous Material regardless of whether or not caused by or within the control of the Board of Trustees, (b) the violation of any Environmental Laws relating to or affecting the Leased Premises, whether or not caused by or within the control of the Board of Trustees, (c) the failure by the Board of Trustees to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the Board of Trustees in this paragraph being false or untrue in any material respect; provided, however, that the Board of Trustees shall not be obligated to indemnify the County for any liability arising from any act of negligence or willful misconduct on the part of the County or any of its agents, officers or employees.

Notwithstanding the foregoing provisions, the County and the Board of Trustees acknowledge the known existing hazardous conditions affecting the Leased Premises, and the

County and the Board of Trustees acknowledge and agree that the County shall remain responsible for the remediation thereof as previously agreed to between the parties.

As between the Board of Trustees and the County, the covenant of the Board of Trustees in this section, except to the extent permitted by law, is unconditional and absolute. As between the Board of Trustees and any third-party, the Board of Trustees, to the extent permitted by law, hereby reserves the right and defense of sovereign immunity.

Section 17. Priority of Deed of Trust. Notwithstanding any other provisions to the contrary herein, the County and the Board of Trustees hereby expressly acknowledge that this Lease is junior and subordinate in all respects to the rights of the Lender (and its successors and assigns), as beneficiary under the Deed of Trust, and the County and the Board of Trustees shall cooperate with the Deed of Trust trustee and the Lender, or their respective successors and assigns, in such manner as shall be necessary to assure that the Lender, or its successors and assigns, enjoys the full benefits of the rights granted under the Deed of Trust.

Section 18. Events of Default. Each of the following events shall be an “Event of Default” under this Lease:

- (a) the failure of the Board of Trustees to make any payments hereunder when due;
- (b) the failure of the Board of Trustees to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board of Trustees by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; or
- (c) the dissolution or liquidation of the Board of Trustees or the voluntary initiation by the Board of Trustees of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Board of Trustees of any such proceeding which shall remain undismissed for sixty (60) days, or the entry by the Board of Trustees into an agreement of composition with creditors or the failure of the Board of Trustees generally to pay its debts as they become due.

Section 19. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

- (a) terminate this Lease, evict the Board of Trustees (including any sublessee or other user of the Leased Premises) from the Leased Premises or any portion thereof and re-lease the Leased Premises or any portion thereof;
- (b) have reasonable access to and inspect, examine and make copies of the Board of the books, records and accounts of the Board of Trustees during regular business hours if reasonably necessary in the County’s opinion; or



(c) take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenant of the Board of Trustees under this Lease.

No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this Section, it shall not be necessary to give any notice other than such notice as may be required in this Section.

If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 20. Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The Board of Trustees and County agree, to the extent permitted by law, that in the case of a termination of this Lease by reason of an Event of Default, neither the Board of Trustees nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of any remedy provided hereunder; and the Board of Trustees and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

Section 21. Miscellaneous. (a) If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby.

(b) The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

(c) Subject to express provisions hereof to the contrary, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns during the Term hereof and during any extensions or renewals of said Term.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their duly authorized representatives as of the day and year first written above.

COUNTY OF LEE, NORTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
Chairman of the Board of Commissioners

Attest:

\_\_\_\_\_  
Clerk to the Board of Commissioners

THE BOARD OF TRUSTEES OF CENTRAL  
CAROLINA COMMUNITY COLLEGE

[SEAL]

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

**ACKNOWLEDGEMENT FOR COUNTY**

STATE OF NORTH CAROLINA

COUNTY OF LEE

I, the undersigned, a Notary Public in and for the said County and State, do hereby certify that Jennifer Gamble, who, being by me duly sworn, says that she is the Clerk to the Board of Commissioners for the County of Lee, North Carolina and by authority duly given and as the act of said County, the foregoing instrument was signed in its name by Kirk Smith, as Chairman of said Board of Commissioners, sealed with its seal, and attested by herself as the Clerk to said Board of Commissioners.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_

**ACKNOWLEDGEMENT FOR THE BOARD OF TRUSTEES**

STATE OF NORTH CAROLINA

COUNTY OF LEE

I, the undersigned, a Notary Public in and for the said County and State, do hereby certify that \_\_\_\_\_, who, being by me duly sworn, says that he(she) is the Secretary of The Board of Trustees of Central Carolina Community College and by authority duly given and as the act of said Board of Trustees, the foregoing instrument was signed in its name by \_\_\_\_\_, as Chairman of said Board of Trustees, sealed with its seal, and attested by himself(herself) as the Secretary to said Board of Trustees.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_

## SCHEDULE I

### LEGAL DESCRIPTION OF THE SITE

Being all of Tract 1, containing 21.40 acres, more or less, as shown on the survey entitled "Recombination Survey for Magneti Marelli, U.S.A., Inc. (Owner)" by Timmons Group, dated May 12, 2021, and recorded in Plat Cabinet 2021, Slide 110, Lee County Registry.

LESS AND EXCEPT that certain portion of the property depicted on Schedule IA attached hereto as the Warehouse Site, together with non-exclusive rights of ingress and egress over all current roads providing access to the Warehouse Site from Nash Street, and from Nash Street to the Warehouse Site (as such current roads are depicted on Schedule IA), together with any and all utility easements currently serving the Warehouse Site or any future utility easements needed for the Warehouse Site, along with a right to maintain and repair such access and utility easements.

SCHEDULE IA

**[Attach map or drawing delineating Warehouse Site from Leased Premises]**

**NCCCS 3-1-P Form**

**All 3-1-P forms should be emailed to [ciprojects@nccommunitycolleges.edu](mailto:ciprojects@nccommunitycolleges.edu)**

---

College

Project Number (if applicable)

Acquisition                      Disposal

Required Information (see Instructions):

## Certification of Environmental Site Assessment (Acquisitions only)

The real property seeking to be purchased or otherwise acquired for ownership interests does or does not \_\_\_\_\_ have any known contamination, as that term is defined in GS 130A-310.65(5).

I certify that a Phase 1 Environmental Site Assessment, and if required, a Phase 2 Environmental Site Assessment has been \_\_\_\_\_ or will be \_\_\_\_\_ conducted prior to the Board of Trustees accepting title to the property. Copies of all site assessment summary reports must be provided to the System Office.

College President Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Trustees Chair Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## Certification for No Conflict of Interest (All submissions)

I certify, as chair of the Board of Trustees of this College, that in accordance with GS 14-234, all trustees and employees of this college have adhered to the conflict-of-interest provisions as they pertain to this property transaction.

Board of Trustees Chair Approval: \_\_\_\_\_

Meeting date property transaction was approved by Board of Trustees: \_\_\_\_\_



# Approve 3-1 Moore Center - Bioprocessing Building Renovations

## NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

### CAPITAL IMPROVEMENT PROJECT APPROVAL

#### NEW PROJECT

College

Central Carolina Community College



Project Name

Moore Center - Bioprocessing Building

NCCCS Project No.

Campus

1012 Central Carolina CC - Main Campus



County

Lee

#### I. TYPE OF PROJECT:

Renovation of Existing Facility	▼
	▼

	▼
	▼

#### II. DESCRIPTION OF PROJECT:

\*For description of a renovation of existing facility project, please include scope of work, description of existing facility (location, size (SF) and floors, materials, use of interior spaces), description of renovation (location, size (SF), materials, use of spaces), overview of facility's existing and new instructional programming, and any special construction requirements (permitting, abatement, demolition, etc.).

**Insert project and amendment description here.**

This project involves renovating an approximately 9,900 square feet existing building located at the Moore Center to be used for Bioprocessing training purposes. CCCC plans to use this space for both curriculum and continuing education training. All costs for this renovation will be provided by Lee County.



**Project to be constructed/renovated on college owned property**



**Project to be constructed/renovated on leased property**

Provide the System Office a copy of lease that meets criteria as addressed in **Capital Improvement Manual**.

This form was prepared by:

Name:

Phillip D. Price

Signature:

Contact Number:

919-718-7214

Date:

6/15/2022

CPC Signature:

III. ESTIMATED COST OF PROJECT:

A. PRE-CONSTRUCTION COSTS

1. Site Grading and Improvements (not in III B) ....	25,000.00	
2. Demolition (not in III B) .....		
Subtotal "A"		25,000.00

B. CONSTRUCTION

1. Design Fee .....	300,000.00	
2. Construction.....	3,210,000.00	
3. Construction Contingency .....	350,000.00	
4. Other Contracts .....	115,000.00	
5. Other Fees .....		
Subtotal "B"		3,975,000.00

C. Other Costs

1. Initial Equipment.....		
2. Work Performed by Owner .....		
Subtotal "C"		0.00

TOTAL ESTIMATED COST OF PROJECT (Sum of III A, B, C)		\$4,000,000.00
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IV. SOURCES OF FUNDS IDENTIFIED FOR THIS PROJECT:

A. NON-STATE FUNDS

1. County Appropriated	4,000,000.00	
2. County Bonds		
3. <div><div></div><div>▼</div></div>		
4. <div><div></div><div>▼</div></div>		
5. <div><div></div><div>▼</div></div>		
Subtotal "A"		4,000,000.00

B. STATE FUNDS (Handled locally by college  
- not reimbursed through System Office)

1. <div><div></div><div>▼</div></div>		
2. <div><div></div><div>▼</div></div>		
3. <div><div></div><div>▼</div></div>		
Subtotal "B"		0.00

C. STATE FUNDS (Reimbursed by the System Office)

1. Budget Code	<div><div></div><div>▼</div></div>	
2. Budget Code	<div><div></div><div>▼</div></div>	
3. Budget Code	<div><div></div><div>▼</div></div>	
4. Budget Code	<div><div></div><div>▼</div></div>	
Subtotal "C"		0.00

Total Sources of Funds Available (IV A, B, C)		4,000,000.00
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D. UNIDENTIFIED FUNDS

1. Unidentified Funds (Do not include on the NCCCS 2-16)		
Subtotal "D"		0.00

Total Sources of Funds Including Unidentified		\$4,000,000.00
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## V. CERTIFICATION BY THE COLLEGE BOARD OF TRUSTEES

To the State Board of Community Colleges:

We, the Board of Trustees of Central Carolina Community College  
do hereby certify:

1. That the information contained in this application is true and correct to the best of our knowledge and belief, and do hereby request approval from the State Board of Community Colleges for this application and for the utilization of \$0.00 State funds reflected on Page 3, which are appropriated and have been allocated for the use of our college. These funds, along with the non-state funds shown, will be used exclusively for facilities, equipment for those facilities, land, or other permanent improvements described herein and in accordance with the minutes and resolution of the Board of Trustees dated 6/15/2022.

- ☐ As part of this certification, the Board of Trustees certify that any equipment purchased with the Connect NC Bond Funds must have a useful life of 10+ years.
- ☐ As part of this certification, the Board of Trustees acknowledge that furniture is not an allowable expense as part of a capital project funded by Connect NC Bond Funds, therefor will not be reimbursed.

2. That the described permanent improvements are necessary for meeting the educational needs of the area served and that this proposed project is in accordance with the rules and regulations adopted by the State Board of Community Colleges.

3. That a fee simple title held by the Board of Trustees to the property upon which the said facilities or improvements are to be made, or that a long-term lease, as described in the North Carolina Community College System Capital Improvement Guide, is held by the Board of Trustees.

4. That in formal sessions with a quorum present, the Board of Trustees authorized this application and further authorized the Chairman and the Chief Administrative Officer of this Board to execute all papers required by the rules and regulations of the State Board of Community Colleges.

---

Chairman - Board of Trustees

---

Chief Administrative Officer/President

**VI. CERTIFICATION AS TO AVAILABILITY OF LOCAL SUPPORT AND FUNDS**

Certification 1.

I certify that I have examined this application for the project no: 0  
from Central Carolina Community College and if shown, county funds in the  
amount of \$4,000,000.00 are available for the planning and construction of this project.

County Manager/Finance Officer Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

**(The following certification must be completed for New Facility Projects Only)**

Certification 2.

Based on an analysis of the colleges annual operating and utility costs, (as per the NCCCS 3-1  
Section VIII) it is estimated that the college will expend an additional \$0.00  
per year in support of this new construction. I certify that this document has been reviewed, and that  
the information stated herein will be shared with the proper county officials to seek an appropriate  
adjustment to the college's budget as the new facility is brought online.

County Manager/Finance Officer Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

=====

**VII. CERTIFICATION OF ATTORNEY AS TO FEE SIMPLE TITLE TO THE PROPERTY**

(Note: Required only for construction on a new site or when federal funds are involved. Not  
required for long term lease.)

I, \_\_\_\_\_, duly licensed attorney of the State of North  
Carolina, do hereby certify that I have examined the public records of \_\_\_\_\_  
County, North Carolina, from January 1, 1925, to this date concerning title to the property upon which  
the improvements set out in the foregoing application are proposed to be made, and I find from said  
examination that a fee simple title free from all claims or encumbrances, is vested in  
\_\_\_\_\_ by deed recorded in (specify book & page) \_\_\_\_\_  
\_\_\_\_\_ in the Office of the Register of Deeds except as noted below: (Attach  
a copy of deed)

\_\_\_\_\_  
\_\_\_\_\_

This, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

# **VIII. CERTIFICATION OF LOCAL BUDGET SUPPORT ESTIMATED OPERATING/UTILITY ANNUAL COST FOR CAPITAL IMPROVEMENT PROJECTS**

Date: 9/12/2020 Project Name: Moore Center - Bioprocessing Building

College: Central Carolina Community College Project Completion Date: \_\_\_\_\_

Additional Cost Identification	1st Year of Operation	2nd Year of Operation	3rd Year of Operation	4th Year of Operation	5th Year of Operation	Average Additional Annual Cost
	FY	FY	FY	FY	FY	
Staffing (Housekeeping & Facility Operator)						
additional annual cost	\$0	\$0	\$0	\$0	\$0	\$0
Plant Maintenance						
additional annual cost	\$0	\$0	\$0	\$0	\$0	\$0
Other Operating Cost						
additional annual cost						
Electric	\$0	\$0	\$0	\$0	\$0	\$0
Fuel (Gas, Oil)	\$0	\$0	\$0	\$0	\$0	\$0
Water	\$0	\$0	\$0	\$0	\$0	\$0
Telecommunications	\$0	\$0	\$0	\$0	\$0	\$0
Total Average Annual Cost (will populate into Section VI of the 3-1)						\$0
I certify that the county has reviewed this information as a part of the approval process.						

\_\_\_\_\_  
County Manager/Finance Officer

3-1 Attachment  
Local Certification of Support

# NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

## CAPITAL IMPROVEMENT PROJECT APPROVAL

### NEW PROJECT

College

Central Carolina Community College

Project Name

Moore Center - Truck Driver Training Building

NCCCS Project No.

Campus

1012 Central Carolina CC - Main Campus

County

Lee

### I. TYPE OF PROJECT:

Renovation of Existing Facility	▼
	▼

	▼
	▼

### II. DESCRIPTION OF PROJECT:

\*For description of a renovation of existing facility project, please include scope of work, description of existing facility (location, size (SF) and floors, materials, use of interior spaces), description of renovation (location, size (SF), materials, use of spaces), overview of facility's existing and new instructional programming, and any special construction requirements (permitting, abatement, demolition, etc.).

**Insert project and amendment description here.**

This project involves renovating an approximately 2,700 square feet existing building located at the Moore Center to be used for Truck Driver training purposes. CCCC plans to use this space for continuing education training. All costs for this renovation will be provided by Lee County.

☐ **Project to be constructed/renovated on college owned property**

☒ **Project to be constructed/renovated on leased property**

Provide the System Office a copy of lease that meets criteria as addressed in **Capital Improvement Manual**.

This form was prepared by:

Name: Phillip D. Price

Signature: \_\_\_\_\_

Contact Number: 919-718-7214

Date: 6/15/2022

CPC Signature: \_\_\_\_\_

**III. ESTIMATED COST OF PROJECT:****A. PRE-CONSTRUCTION COSTS**

1. Site Grading and Improvements (not in III B) ....	0.00	
2. Demolition (not in III B) .....		
<b>Subtotal "A"</b>		0.00

**B. CONSTRUCTION**

1. Design Fee .....	10,000.00	
2. Construction.....	180,000.00	
3. Construction Contingency .....	10,000.00	
4. Other Contracts .....	0.00	
5. Other Fees .....		
<b>Subtotal "B"</b>		200,000.00

**C. Other Costs**

1. Initial Equipment.....		
2. Work Performed by Owner .....		
<b>Subtotal "C"</b>		0.00

**TOTAL ESTIMATED COST OF PROJECT (Sum of III A, B, C)****\$200,000.00****IV. SOURCES OF FUNDS IDENTIFIED FOR THIS PROJECT:****A. NON-STATE FUNDS**

1. County Appropriated	200,000.00	
2. County Bonds		
3. <input type="text"/>		
4. <input type="text"/>		
5. <input type="text"/>		
<b>Subtotal "A"</b>		200,000.00

**B. STATE FUNDS (Handled locally by college  
- not reimbursed through System Office)**

1. <input type="text"/>		
2. <input type="text"/>		
3. <input type="text"/>		
<b>Subtotal "B"</b>		0.00

**C. STATE FUNDS (Reimbursed by the System Office)**

1. Budget Code <input type="text"/>		
2. Budget Code <input type="text"/>		
3. Budget Code <input type="text"/>		
4. Budget Code <input type="text"/>		
<b>Subtotal "C"</b>		0.00

Total Sources of Funds Available (IV A, B, C)

200,000.00

**D. UNIDENTIFIED FUNDS**

1. Unidentified Funds (Do not include on the NCCCS 2-16)		
<b>Subtotal "D"</b>		0.00

**Total Sources of Funds Including Unidentified****\$200,000.00**

## V. CERTIFICATION BY THE COLLEGE BOARD OF TRUSTEES

To the State Board of Community Colleges:

We, the Board of Trustees of Central Carolina Community College  
do hereby certify:

1. That the information contained in this application is true and correct to the best of our knowledge and belief, and do hereby request approval from the State Board of Community Colleges for this application and for the utilization of \$0.00 State funds reflected on Page 3, which are appropriated and have been allocated for the use of our college. These funds, along with the non-state funds shown, will be used exclusively for facilities, equipment for those facilities, land, or other permanent improvements described herein and in accordance with the minutes and resolution of the Board of Trustees dated 6/15/2022.

- ☐ As part of this certification, the Board of Trustees certify that any equipment purchased with the Connect NC Bond Funds must have a useful life of 10+ years.
- ☐ As part of this certification, the Board of Trustees acknowledge that furniture is not an allowable expense as part of a capital project funded by Connect NC Bond Funds, therefor will not be reimbursed.

2. That the described permanent improvements are necessary for meeting the educational needs of the area served and that this proposed project is in accordance with the rules and regulations adopted by the State Board of Community Colleges.

3. That a fee simple title held by the Board of Trustees to the property upon which the said facilities or improvements are to be made, or that a long-term lease, as described in the North Carolina Community College System Capital Improvement Guide, is held by the Board of Trustees.

4. That in formal sessions with a quorum present, the Board of Trustees authorized this application and further authorized the Chairman and the Chief Administrative Officer of this Board to execute all papers required by the rules and regulations of the State Board of Community Colleges.

---

Chairman - Board of Trustees

---

Chief Administrative Officer/President



**VI. CERTIFICATION AS TO AVAILABILITY OF LOCAL SUPPORT AND FUNDS**

Certification 1.

I certify that I have examined this application for the project no: 0  
from Central Carolina Community College and if shown, county funds in the  
amount of \$200,000.00 are available for the planning and construction of this project.

County Manager/Finance Officer Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

**(The following certification must be completed for New Facility Projects Only)**

Certification 2.

Based on an analysis of the colleges annual operating and utility costs, (as per the NCCCS 3-1  
Section VIII) it is estimated that the college will expend an additional \$0.00  
per year in support of this new construction. I certify that this document has been reviewed, and that  
the information stated herein will be shared with the proper county officials to seek an appropriate  
adjustment to the college's budget as the new facility is brought online.

County Manager/Finance Officer Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

=====

**VII. CERTIFICATION OF ATTORNEY AS TO FEE SIMPLE TITLE TO THE PROPERTY**

(Note: Required only for construction on a new site or when federal funds are involved. Not  
required for long term lease.)

I, \_\_\_\_\_, duly licensed attorney of the State of North  
Carolina, do hereby certify that I have examined the public records of \_\_\_\_\_  
County, North Carolina, from January 1, 1925, to this date concerning title to the property upon which  
the improvements set out in the foregoing application are proposed to be made, and I find from said  
examination that a fee simple title free from all claims or encumbrances, is vested in  
\_\_\_\_\_ by deed recorded in (specify book & page) \_\_\_\_\_  
\_\_\_\_\_ in the Office of the Register of Deeds except as noted below: (Attach  
a copy of deed)

\_\_\_\_\_  
\_\_\_\_\_

This, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

# **VIII. CERTIFICATION OF LOCAL BUDGET SUPPORT ESTIMATED OPERATING/UTILITY ANNUAL COST FOR CAPITAL IMPROVEMENT PROJECTS**

Date: 9/12/2020 Project Name: Moore Center - Truck Driver Training Building

College: Central Carolina Community College Project Completion Date: \_\_\_\_\_

Additional Cost Identification	1st Year of Operation	2nd Year of Operation	3rd Year of Operation	4th Year of Operation	5th Year of Operation	Average Additional Annual Cost
	FY	FY	FY	FY	FY	
Staffing (Housekeeping & Facility Operator)						
additional annual cost	\$0	\$0	\$0	\$0	\$0	\$0
Plant Maintenance						
additional annual cost	\$0	\$0	\$0	\$0	\$0	\$0
Other Operating Cost						
additional annual cost						
Electric	\$0	\$0	\$0	\$0	\$0	\$0
Fuel (Gas, Oil)	\$0	\$0	\$0	\$0	\$0	\$0
Water	\$0	\$0	\$0	\$0	\$0	\$0
Telecommunications	\$0	\$0	\$0	\$0	\$0	\$0
Total Average Annual Cost (will populate into Section VI of the 3-1)						\$0
I certify that the county has reviewed this information as a part of the approval process.						

\_\_\_\_\_  
County Manager/Finance Officer

3-1 Attachment  
Local Certification of Support

## NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

### CAPITAL IMPROVEMENT PROJECT APPROVAL

#### NEW PROJECT

College

Central Carolina Community College



Project Name

Moore Center - Main Building

NCCCS Project No.

Campus

1012 Central Carolina CC - Main Campus



County

Lee

#### I. TYPE OF PROJECT:

Renovation of Existing Facility



#### II. DESCRIPTION OF PROJECT:

\*For description of a renovation of existing facility project, please include scope of work, description of existing facility (location, size (SF) and floors, materials, use of interior spaces), description of renovation (location, size (SF), materials, use of spaces), overview of facility's existing and new instructional programming, and any special construction requirements (permitting, abatement, demolition, etc.).

**Insert project and amendment description here.**

This project involves renovating approximately 25,000 square feet of an existing 180,000 square feet building located at the Moore Center to be used for a variety of continuing education and curriculum education training programs.



**Project to be constructed/renovated on college owned property**



**Project to be constructed/renovated on leased property**

Provide the System Office a copy of lease that meets criteria as addressed in **Capital Improvement Manual**.

This form was prepared by:

Name:

Phillip D. Price

Signature:

Contact Number:

919-718-7214

Date:

6/15/2022

CPC Signature:

III. ESTIMATED COST OF PROJECT:

A. PRE-CONSTRUCTION COSTS

1. Site Grading and Improvements (not in III B) ....	0.00	
2. Demolition (not in III B) .....		
Subtotal "A"		0.00

B. CONSTRUCTION

1. Design Fee .....	600,000.00	
2. Construction.....	6,250,000.00	
3. Construction Contingency .....	565,617.00	
4. Other Contracts .....	0.00	
5. Other Fees .....		
Subtotal "B"		7,415,617.00

C. Other Costs

1. Initial Equipment.....		
2. Work Performed by Owner .....		
Subtotal "C"		0.00

TOTAL ESTIMATED COST OF PROJECT (Sum of III A, B, C)		\$7,415,617.00
--	--	----------------

IV. SOURCES OF FUNDS IDENTIFIED FOR THIS PROJECT:

A. NON-STATE FUNDS

1. County Appropriated	2,400,000.00	
2. County Bonds		
3. <div><div></div><div>▼</div></div>		
4. <div><div></div><div>▼</div></div>		
5. <div><div></div><div>▼</div></div>		
Subtotal "A"		2,400,000.00

B. STATE FUNDS (Handled locally by college  
- not reimbursed through System Office)

1. <div><div></div><div>▼</div></div>		
2. <div><div></div><div>▼</div></div>		
3. <div><div></div><div>▼</div></div>		
Subtotal "B"		0.00

C. STATE FUNDS (Reimbursed by the System Office)

1. Budget Code	2021 SCIF	▼	5,015,617.00	
2. Budget Code		▼		
3. Budget Code		▼		
4. Budget Code		▼		
Subtotal "C"				5,015,617.00

Total Sources of Funds Available (IV A, B, C)		7,415,617.00
---	--	--------------

D. UNIDENTIFIED FUNDS

1. Unidentified Funds (Do not include on the NCCCS 2-16)		
Subtotal "D"		0.00

Total Sources of Funds Including Unidentified		\$7,415,617.00
---	--	----------------

## V. CERTIFICATION BY THE COLLEGE BOARD OF TRUSTEES

To the State Board of Community Colleges:

We, the Board of Trustees of Central Carolina Community College  
do hereby certify:

1. That the information contained in this application is true and correct to the best of our knowledge and belief, and do hereby request approval from the State Board of Community Colleges for this application and for the utilization of \$5,015,617.00 State funds reflected on Page 3, which are appropriated and have been allocated for the use of our college. These funds, along with the non-state funds shown, will be used exclusively for facilities, equipment for those facilities, land, or other permanent improvements described herein and in accordance with the minutes and resolution of the Board of Trustees dated 6/15/2022.

- ☐ As part of this certification, the Board of Trustees certify that any equipment purchased with the Connect NC Bond Funds must have a useful life of 10+ years.
- ☐ As part of this certification, the Board of Trustees acknowledge that furniture is not an allowable expense as part of a capital project funded by Connect NC Bond Funds, therefor will not be reimbursed.

2. That the described permanent improvements are necessary for meeting the educational needs of the area served and that this proposed project is in accordance with the rules and regulations adopted by the State Board of Community Colleges.

3. That a fee simple title held by the Board of Trustees to the property upon which the said facilities or improvements are to be made, or that a long-term lease, as described in the North Carolina Community College System Capital Improvement Guide, is held by the Board of Trustees.

4. That in formal sessions with a quorum present, the Board of Trustees authorized this application and further authorized the Chairman and the Chief Administrative Officer of this Board to execute all papers required by the rules and regulations of the State Board of Community Colleges.

---

Chairman - Board of Trustees

---

Chief Administrative Officer/President

**VI. CERTIFICATION AS TO AVAILABILITY OF LOCAL SUPPORT AND FUNDS**

Certification 1.

I certify that I have examined this application for the project no: 0  
from Central Carolina Community College and if shown, county funds in the  
amount of \$2,400,000.00 are available for the planning and construction of this project.

County Manager/Finance Officer Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

**(The following certification must be completed for New Facility Projects Only)**

Certification 2.

Based on an analysis of the colleges annual operating and utility costs, (as per the NCCCS 3-1  
Section VIII) it is estimated that the college will expend an additional \$0.00  
per year in support of this new construction. I certify that this document has been reviewed, and that  
the information stated herein will be shared with the proper county officials to seek an appropriate  
adjustment to the college's budget as the new facility is brought online.

County Manager/Finance Officer Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

=====

**VII. CERTIFICATION OF ATTORNEY AS TO FEE SIMPLE TITLE TO THE PROPERTY**

(Note: Required only for construction on a new site or when federal funds are involved. Not  
required for long term lease.)

I, \_\_\_\_\_, duly licensed attorney of the State of North  
Carolina, do hereby certify that I have examined the public records of \_\_\_\_\_  
County, North Carolina, from January 1, 1925, to this date concerning title to the property upon which  
the improvements set out in the foregoing application are proposed to be made, and I find from said  
examination that a fee simple title free from all claims or encumbrances, is vested in  
\_\_\_\_\_ by deed recorded in (specify book & page) \_\_\_\_\_  
\_\_\_\_\_ in the Office of the Register of Deeds except as noted below: (Attach  
a copy of deed)

\_\_\_\_\_  
\_\_\_\_\_

This, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

# **VIII. CERTIFICATION OF LOCAL BUDGET SUPPORT ESTIMATED OPERATING/UTILITY ANNUAL COST FOR CAPITAL IMPROVEMENT PROJECTS**

Date: 9/12/2020 Project Name: Moore Center - Main Building

College: Central Carolina Community College Project Completion Date: \_\_\_\_\_

Additional Cost Identification	1st Year of Operation	2nd Year of Operation	3rd Year of Operation	4th Year of Operation	5th Year of Operation	Average Additional Annual Cost
	FY	FY	FY	FY	FY	
Staffing (Housekeeping & Facility Operator)						
additional annual cost	\$0	\$0	\$0	\$0	\$0	\$0
Plant Maintenance						
additional annual cost	\$0	\$0	\$0	\$0	\$0	\$0
Other Operating Cost						
additional annual cost						
Electric	\$0	\$0	\$0	\$0	\$0	\$0
Fuel (Gas, Oil)	\$0	\$0	\$0	\$0	\$0	\$0
Water	\$0	\$0	\$0	\$0	\$0	\$0
Telecommunications	\$0	\$0	\$0	\$0	\$0	\$0
	Total Average Annual Cost (will populate into Section VI of the 3-1)					\$0
I certify that the county has reviewed this information as a part of the approval process.						

\_\_\_\_\_  
County Manager/Finance Officer

3-1 Attachment  
Local Certification of Support

## **Approve Architect Selection Process for renovation projects**

### **Step 1: Advertise for Design Services**

We will develop an advertisement for design services for the various Moore Center Renovation Projects.

### **Step 2: Collect Letters of Interest**

We are requesting three letters of interest and SF-254 forms for each of the projects. These letters of interest typically have information about who will staff the project, recent experience with similar projects, and their proposed design approach. We would anticipate receiving a significant number of these items.

### **Step 3: A selection Committee will be formed**

College staff recommends the following staff members serve on the committee:

Dr. Lisa Chapman, President – Ex Officio

Dr. Kristi Short, Vice President/CAO

Ms. Margaret Robertson, Vice President of Workforce Development

Ms. Crystal Glenn, Executive Director E. Eugene Moore Center

Dr. Phillip Price, Executive Vice President/CFO

Mr. Ronnie Measamer, Physical Plant Manager

College staff recommends the Board Chairman select board members to serve on the committee.

### **Step 4: Narrow the list of firms to be interviewed and interview**

College staff will narrow the list of firms to a reasonable number for interviews. We will use factors such as the best fit for the project, availability of resources of each firm, and the timeline needed by the college to determine which firms to interview.

### **Step 5: Rank the Firms interviewed**

The committee will need to consider factors such as the best fit for the project, the available resources of each firm, and the timeline needed by the college. The Committee will rank each firm interviewed and will then recommend a designer for the project to the board.

### **Step 6: Board Approval**

The Board will then approve a designer for the projects at a future board meeting.

### **Step 7: Negotiate with the top scoring firm for the project**

College staff will work with the selected firm and the state construction office to negotiate the construction contracts for the projects.