

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

-
- 1. CALL TO ORDER - CHAIRMAN**
 - 2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**
 - 2.1. BOC - Changes to the Agenda
 - 3. DISCUSSION ITEMS - NO ACTION**
 - 3.1. Infrastructure and Asset Management - Midland Library Project Update
 - 4. DISCUSSION ITEMS FOR ACTION**
 - 4.1. BOC - Commissioner Appointments for 2019
 - 4.2. BOC - Resolution Establishing the Board of Commissioners' 2019 Meeting Schedule
 - 4.3. BOC - Designation of Voting Delegate for NCACC Legislative Goals Conference
 - 4.4. County Manager - Performance Learning Center Stormwater Easement and Maintenance Agreement
 - 4.5. County Manager - Solicitation Policy Update
 - 4.6. Infrastructure and Asset Management - Transfer of Surplus Vehicle to Conflict Resolution Center and Teen Court
 - 4.7. Solid Waste - Republic Services Proposed Recycling Processing Services Agreement
 - 4.8. County Manager - Cabarrus County Strategic Plan
 - 5. APPROVAL OF REGULAR MEETING AGENDA**
 - 5.1. BOC - Approval of Regular Meeting Agenda
 - 6. CLOSED SESSION**
 - 6.1. Closed Session - Pending Litigation and Acquisition of Real Property
 - 7. ADJOURN**

In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
DECEMBER 3, 2018**

ADDITIONS:

Closed Session

6-1 Closed Session – Pending Litigation and Acquisition of Real Property

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Midland Library Project Update

BRIEF SUMMARY:

Staff will provide an update on the Midland Library project.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Emery Ortiz, Library Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Commissioner Appointments for 2019

BRIEF SUMMARY:

The following chart outlines commissioner appointment as members or liaisons to various boards and committees for the coming 2019 year.

REQUESTED ACTION:

Motion to approve the commissioner appointments for 2019 as set forth in the agenda.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- 2018 BOC Appointments

2018 PROPOSED COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	CURRENT LIASION	ALTERNATE	VOTE	CAPACITY TO VOTE	NOTES
ACT Work Ready Community Committee	2nd Tuesday, Every Other Month	3:30 p.m.	Governmental Center	Poole						
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center		Shue			N	No	
Cabarrus County Animal Protection Advisory Board	2nd Tuesday	6:30 p.m.	Governmental Center		Kiger				Yes	
Cabarrus County Board of Education - Business Mtg.	2nd Monday	6:00 p.m. (Business)	Old Airport Road		Kiger		Honeycutt	N	No	
Cabarrus County Board of Education - Work Session	1st Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Honeycutt		Kiger	N		
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly)	Noon	1307 S. Cannon Blvd, Kannapolis, NC	Morris				Y	Yes	
Cabarrus Planning and Zoning Commission	2nd Tuesday	7:00 p.m.	Governmental Center		Kiger		Shue	N	No	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies	Poole			Morris	Y	Yes	
Cardinal Innovations (replaced PBH)	3rd Thursday (January, April, July & October)	6:00 p.m.	4855 Milestone Ave. Kannapolis	Morris						Term ends 7/31/18
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office	Downs		Planning Staff				
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies	Poole				Y	Yes	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers		Poole			N	No	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	Train Station		Morris			N	No	
City of Locust	1st Thursday	7:30 p.m.	City Hall		Shue			N	No	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office		Honeycutt			N	No	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies	Honeycutt			Poole	Y	Yes	
Exit 49 Taskforce	As Needed		CVB Office		Poole		Downs	Y		
Fire Departments & First Responder Advisory Committee	March, June, Sept. & Dec.	7:00 p.m.	Different VFD's Host		Poole		Shue	N	No	
Forester	No Meetings - Direct contact w/ Liaison	NA	NA		Shue			N	No	
Home and Community Care Block Grant Advisory Committee	2-19; 3-1*9; 4-23*; 5-21; 8-20; and 11-19 (*tentative)	TBD	Senior Center	Honeycutt				N	Yes	
Human Services Advisory Board	2nd Wednesday	1:30 p.m.	HSC Board Room	Honeycutt				Y	Yes	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center	Morris				Y	Yes	
Kannapolis Board of Education	2nd Monday	Varies	Central Office		Shue		Kiger	N	No	
Library Board of Trustees	1-18; 3-15; 5-17; 7-19; 9-20; and 11-15 (3rd Thursdays)	4:30 p.m.	Libraries - Rotate		Morris			N	No	
Local Emergency Planning Committee	2-7; 5-2; 8-1; and 11-7	3:00 p.m.	Governmental Center		Honeycutt			Y	Yes	
Mental Health Advisory Board	3-21; 6-20; 9-19; and 12-19	6:00 p.m.	Governmental Center		Poole					
Public Health Authority of Cabarrus County	2nd Tuesday	5:30 p.m.	HSC Board Room	Morris				Y	Yes	Term ends 6/30/19
Region F Aging Advisory Committee	Quarterly - Thursday (March 8 and June 14)	1 p.m.	COG Office		Shue			N	No	
Rowan-Cabarrus Community College Board of Trustees	Last Monday of Month (except July & Dec.)	4:00 p.m.	Varies		Morris			N	No	Term ends 6/30/21
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Senior Center		Honeycutt			N	No	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Governmental Center		Shue			N	No	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Honeycutt				Y	Yes	Term ends 6/30/18
Town of Harrisburg	2nd Monday	6:00 p.m.	Town Hall		Kiger			N	No	
Town of Midland	2nd Tuesday	6:00 p.m.	Town Hall		Shue			N	No	
Town of Mt. Pleasant	1st Monday (except June & August) No July or Sept meeting.	7:00 p.m.	Town Hall Auditorium		Kiger			N	No	
Transportation Advisory Board	2-7; 4-4; 6-6; 8-1; 10-3; and 12-5	9:00 a.m.	CCTS Conference Room		Morris			N	No	
Water and Sewer Authority	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.	Poole & Marshall				Y	Yes	Term ends 6/30/18
Watershed Improvement Commission	3rd Tuesday - Bimonthly	6:30 p.m.	Governmental Center		Morris			N	No	
Youth Commission	3rd Monday	6:00 p.m.	Varies		Kiger			N		

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Resolution Establishing the Board of Commissioners' 2019 Meeting Schedule

BRIEF SUMMARY:

The following resolution establishes the Boards' meeting schedule for 2019.

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Resolution



**RESOLUTION
ESTABLISHING THE REGULAR MEETING SCHEDULE
FOR CALENDAR YEAR 2019**

WHEREAS, the regular agenda work sessions of the Cabarrus County Board of Commissioners are currently held on the first Monday of each month at 4:00 p.m. in the Multipurpose Room at the Governmental Center; and

WHEREAS, the regular meetings of the Board of Commissioners are held on the third Monday of each month at 6:30 p.m. in the Commissioners' Meeting Room at the Governmental Center; and

WHEREAS, the Martin Luther King, Jr. holiday requires a change in the regular meeting date in January 2019; and

WHEREAS, the Labor Day holiday requires a change in the agenda work session meeting date in September 2019; and

NOW, THEREFORE, BE IT RESOLVED, the Cabarrus County Board of Commissioners, pursuant to North Carolina General Statute 153A-40(a), does hereby:

- (1) Establish the Board's regular agenda work session schedule to meet at 4:00 p.m. in the Multipurpose Room at the Governmental Center on the following dates:

January 7, 2019	July 1, 2019
February 4, 2019	August 5, 2019
March 11, 2019	September 3, 2019 (<i>Tuesday</i>)
April 1, 2019	October 7, 2019
May 6, 2019	November 4, 2019
June 3, 2019	December 2, 2019

- (2) Establish the Board's regular meeting schedule to meet at 6:30 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 22, 2019 (<i>Tuesday</i>)	July 15, 2019
February 18, 2019	August 19, 2019
March 18, 2019	September 16, 2019
April 15, 2019	October 21, 2019
May 20, 2019	November 18, 2019
June 17, 2019	December 16, 2019

- (3) Sets quarterly summits for February 13, May 8, August 14 and November 13, 2019 at 6:00 p.m.

- (4) Sets the NCACC Legislative Goals Conference in Raleigh, North Carolina on January 10 – 11, 2019; and
- (5) Sets a Board retreat, at the Cabarrus Arena and Events Center on February 22 at 4:00 p.m. and February 23, 2019 at 8:00 a.m.; and
- (6) Sets the NACo Legislative Conference in Washington, DC, on March 2-6, 2019; and
- (7) Sets the NCACC County Assembly Day and Legislative Reception in Raleigh on May 1, 2019; and
- (8) Sets budget workshop meetings on May 28 and 30, 2019 from 4:00 – 8:00 p.m. in the Multipurpose Room in the Governmental Center; and
- (9) Sets the NACo Annual Conference in Clark County, Las Vegas, Nevada on July 12 – 15, 2019; and
- (10) Sets the NCACC Annual Conference in Guilford, NC on August 22-24, 2019; and

BE IT FURTHER RESOLVED that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

Adopted this the 17th day of December, 2018.

_____, Chairman
Board of Commissioners

Attest:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Designation of Voting Delegate for NCACC Legislative Goals Conference

BRIEF SUMMARY:

Each county is requested to designate a commissioner or other official as a voting delegate for the 2019 Legislative Goals Conference scheduled for January 10-11, 2019 in Wake County.

REQUESTED ACTION:

Motion to designate a commissioner as the County's voting delegate.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Voting Delegate Form



Voting Delegate Designation Form
Legislative Goals Conference
January 10-11, 2019 (Thursday – Friday)
Raleigh Marriott Crabtree Valley – Wake County

NOTE: Please place this action on your board meeting agenda.

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2019 Legislative Goals Conference. Each voting delegate should complete and sign the following statement and **return it to the Association no later than Friday, December 28, 2018.**

Please return form to Alisa Cobb, Executive Assistant, by email at alisa.cobb@ncacc.org or by fax at 919-733-1065.

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the North Carolina Association of County Commissioners 2019 Legislative Goals Conference.

Signed: _____

Title: _____

Article VI, Section of the Association's Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

December 3, 2018
6:15 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Performance Learning Center Stormwater Easement and Maintenance Agreement

BRIEF SUMMARY:

The City of Concord requires an access and maintenance agreement for stormwater control measures regulated as part of their stormwater utility. The attached agreement is for the stormwater measures in place at the new Performance Learning Center off of Weddington Road.

Cabarrus County Schools (CCS) is requesting the Board to take action on this item tonight.

REQUESTED ACTION:

Motion to consider suspending the Rules of Procedure.

Motion to approve the Agreement between Cabarrus County and the City of Concord for the stormwater measures at the Performance Learning Center and authorize the Chairman to execute the Agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Access and Maintenance Agreement

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2018, by Cabarrus County, a body politic and political subdivision of the State of North Carolina, whose principal address is 65 Church Street SE, Concord, NC 28025 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____.

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 4501 and 4521 Weddington Road, Concord, NC, Cabarrus County Property Identification Numbers (PINs): 5600-70-8560 and 5600-81-5096. It being the lands conveyed to Grantor by deed recorded in Books and Pages 12777/310 and 8757/318 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Properties”); and

WHEREAS, the Properties are located within the planning jurisdiction of the City of Concord, and are subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

WHEREAS, conditions for development of the Properties include (i) the construction, operation and maintenance of a Sand Filter and Dry Extended Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measures” or “SCMs”), (ii) the dedication to the City of a non-exclusive access easement, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual.

NOW, THEREFORE, for a valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants

and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Properties shown on the attached **Exhibit "A" titled "Access & BMP Easement to Serve CCS-PLC High School" and labeled "18809.07 sf 0.432 AC"**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as "SCM Easement"). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which includes (i) the SCMs and any other stormwater quantity and/or quality control device(s) and/or structure(s), described on the plan approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Properties shown on the attached **Exhibit "A" titled "Access & BMP Easement to Serve CCS-PLC High School" and labeled "18809.07 sf 0.432 AC" and access across the area described on Exhibit "B", page 1 and entitled "Boundary Survey for: Jim Dalton" and entitled "Access Easement to Mary Helen Garrison Dalton Mary Gosset Dalton King and Husband, Marsh B. King; Nancy Dalton Steele and Husband James H. Steele, Jr.; James P.G. Dalton, Jr. and Wife, Alona Dalton" as more particularly described in Exhibit "B", page 2 titled "Legal Description of Access Easement Area" and as more particularly described in the Access Easement Agreement recorded in the Cabarrus County Registry at Deed Book 9318, Page 154** for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of Grantor's Properties to the general public or for any public use or purpose whatsoever, and further except as herein specifically provided for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easement are more fully set forth in the current adopted and published editions of the four (4) following documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Inspection and Maintenance Plans attached as **Exhibit "C"** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the "NCDENR Manual"), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agree that Grantor shall perform the following, all at their sole cost and expense:

- a. All components of the SCMs and related improvements within the SCM Easement are to be kept in good working order.
- b. The components of the SCMs and related improvements within the SCM Easement shall be maintained by Grantor as described in "**Exhibit C**", the Inspection and Maintenance Plans.

2. Upon completion of the construction of the SCMs, Grantor's N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCMs and all components are constructed and initially functioning as designed. Annual inspection reports (each an "Annual Report") are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report shall describe the condition and functionality of the SCMs, and shall describe any maintenance performed thereon during the preceding year. The Annual Report shall be submitted with the signature and seal of Grantor's N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCMs and all components and

structure(s) related to the SCMs functioning as designed and with reasonable timeframes in which to complete the maintenance. If the annual report recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCMs, their appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plans and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Properties shall give the City written notice of the transfer of a fee or possessory interest in the Properties listing the transferee's name, address of the Properties, transferee's mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Properties shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Properties listing the transferee's name, address of the Properties; transferee's mailing address and other contact information. Upon the conveyance of the Properties by Grantor to any transferee acquiring the Properties by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the CDO, the Concord Manual or approved Inspection and Maintenance Plans, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may enter the SCM Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCMs, their appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Properties and areas subject to the SCM Easement, and may make all lawful uses of the Properties not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easement and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **"Notice: The properties are subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in**

the Cabarrus County Registry at DB _____ PG ____.” shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Properties. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the properties hereinabove described are subject to the following exceptions:

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated _____, 2018 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance (and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable)).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Properties hereinabove described are subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENT AND ACCEPTED THE SCM EASEMENT AT THEIR MEETING OF _____, AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

Cabarrus County, a body politic and political subdivision of the State of North Carolina

By: _____
Stephen Morris, Chairman of the
Board of County Commissioners

ATTEST:

Lauren Linker, Clerk to the Board

[SEAL]

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

, Finance Director

**CABARRUS COUNTY
STATE OF NORTH CAROLINA**

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Lauren Linker personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cabarrus County and that by authority duly given and as the act of the body politic and political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and notarial seal, this the ____ day of _____, 2018.

Notary Public

My commission expires: _____

GRANTEE:

City of Concord, a municipal corporation

ATTEST:

By: _____
Lloyd Payne, City Manager

Kim J. Deason , City Clerk

[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2018.

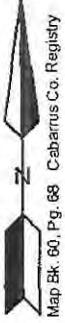
Notary Public
My commission expires: _____

ACCESS & BMP EASEMENT

Line	Bearing	Distance
L1	S 69°57'46" E	26.45'
L2	N 25°16'40" W	22.09'
L3	N 36°51'23" E	25.05'

NOTES:

- * Deed Reference - Deed Bk. 12777, Pg. 310 Cabarrus County
Dated November 22, 2017 Recorded in Cabarrus Co. Registry
- * Map Reference - Boundary Survey for Jim Dalton Dated June 14, 2011
Map Bk. 60, Pg. 68 Recorded in Cabarrus Co. Registry
Performed by Marion L. Sandlin, Jr., PLS
- * Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.



N 36°51'23" E 172.11'
(Per Construction Plans)

Access Easement
Deed Bk. 9378 Pg. 134
Map Bk. 60, Pg. 68
(Per Construction Plans)

N 36°51'23" E 553.85'
(Per Construction Plans)

Cabarrus County
Deed Bk. 12777, Pg. 310
Map Bk. 60, Pg. 68
PIN #5600708560
Cabarrus Co. Registry

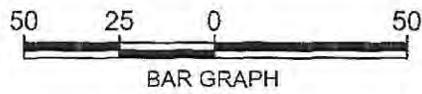
Cabarrus County
Deed Bk. 12777, Pg. 310
Map Bk. 60, Pg. 68
PIN #5600708560
Cabarrus Co. Registry



Curve	Radius	Arc	Chord	Chord Bearing
C1	175.00'	74.54'	73.98'	S 37°28'47" E
C2	64.50'	47.40'	46.34'	S 04°10'27" E
C3	40.00'	48.55'	45.62'	N 09°32'34" E
C4	150.00'	62.38'	61.93'	N 37°11'27" W

18809.07 sf
0.432 AC

Cabarrus County
Deed Bk. 12777, Pg. 310
Map Bk. 60, Pg. 68
PIN #5600708560
Cabarrus Co. Registry



LEGEND
RW - RIGHT OF WAY
o - CALCULATED POINT

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12777, page 310, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 58. 1600). Witness my original signature, registration number and seal this 24th day of July, A.D., 2018.

R. Scott Dyer
R. Scott Dyer, PLS #1444

DRAWN BY: S. Kimrey	NLS NO.: 18020
DATE: July 18, 2018	SCALE: 1" = 50'



NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Access & BMP Easement
To Serve
CCS-PLC High School

Township No. 2 Cabarrus County, NC

EXHIBIT B

Legal Description of Access Easement Area

All that certain lot or parcel of land situated in No.2 Township, Cabarrus County, North Carolina and being described more particularly as follows:

Commencing at GPS #42 (GPS point taken from GPS control survey of Monroe transmission line; city of Monroe energy services department by CESI, dated July 23, 2008, JOB #080607.000) having North Carolina NAD83 coordinates of N=598,798.17 E=1,509,774.71; thence N 44 ° 41'04" W a ground distance of 1983.03 feet (combined grid factor = 0.99985004) to a set #5 rebar in the southerly line of the Mary Gossett Dalton King et. al property (DB.992 PG.228) and at the end of a new property line subdividing said property, and being the corner of TRACT #1 having a North Carolina NAD83 grid coordinate of N=600,207.88 E=1,508,380.45 thence with the new property line the following four (4) calls; 1) N 30 ° 03'32" W 221.57 feet to a set #5 rebar; 2) N 13 ° 47'22" W 242.55 feet to a set #5 rebar; 3) N 27 ° 01'58" W 484.16 feet to a set #5 rebar; 4) N 27 ° 12'15" W 123.37 feet to a set #5 rebar the TRUE POINT OF BEGINNING of TRACT #2; thence from said POINT OF BEGINNING and with a new property line N 86 ° 44'38" W 69.30 feet to set #5 rebar; thence S 36 ° 51'10" W 1039.26 feet to set #5 rebar in the common line between the Mary Gossett Dalton King et. al property (DB.992 PG.228) and the property of Mugho LLC (DB.5692 PG.268 and DB.5692 PG.271) and on the western side of the proposed future Concord-Kannapolis bypass; thence with the line of Mugho LLC N 29 ° 17'25" W 131.21 feet to an existing 1 1/2" pipe, a common corner of Mugho LLC, Mary Gossett Dalton King et. al property, Propst Bros Dist Inc (DB.6679 PG.148) and Sheffield Manor subdivision (MB.31 PG.10, MB.28 PG.75, MB.28 PG.70, MB.26 PG.100); thence with the common line between Mary Gossett Dalton King et. al property and Sheffield Manor subdivision N 36 ° 51'10" E 1111.00 feet (passing existing irons at 177.65 feet, 201.31 feet, 222.95 feet, 275.49 feet, 474.31 feet, 544.38 feet, 614.34 feet, 696.51 feet, 794.97 feet, 912.77 feet, 927.09 feet, 994.14 feet, to a set #5 rebar; thence with a new line S 27 ° 12'15" E 197.64 to the TRUE POINT OF BEGINNING of TRACT #2 and containing 3.097 acres as shown on boundary and topographic survey by CESI and Marion L. Sandlin Jr., PLS, dated January 11, 2009, last revised October 5, 2009 said survey being incorporate herein by reference.



Dry Extended Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

After the dry extended detention basin is established, it will be inspected **once a quarter and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the dry extended detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred or riprap is displaced.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying.
The main treatment area	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.
	Water is standing more than 5 days after a storm event.	Check outlet structure for clogging. If it is a design issue, consult an appropriate professional.
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).

SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.
	Grass cover is unhealthy or eroding.	Restore the health of the grass cover – consult a professional if necessary.
	Signs of seepage on the downstream face.	Consult a professional.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

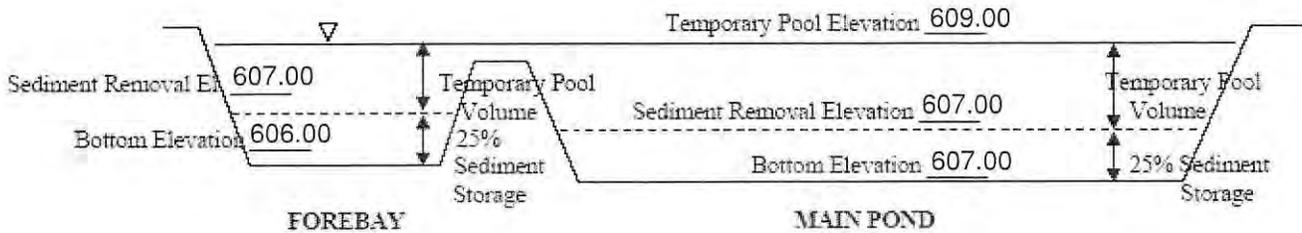
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads 2.00 feet in the main pond, the sediment shall be removed.

When the basin depth reads 2.00 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM

(fill in the blanks)





Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

The pretreatment area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
The outflow spillway and pipe	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Solicitation Policy Update

BRIEF SUMMARY:

The Solicitation policy was last undated on April 16, 1996. A few minor changes have occurred since then and they are shown in the attached document. Approval is requested for the proposed changes to the policy.

REQUESTED ACTION:

Motion to adopt the Solicitation Policy with current updates.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Pamela S. Dubois, Senior Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Solicitation Policy

SOLICITATION POLICY

Cabarrus County, North Carolina

STATEMENT OF POLICY

Soliciting to sell, actual sales or request for donations, is prohibited on Cabarrus County property unless otherwise approved by the Cabarrus County Board of Commissioners.

EXEMPTIONS

The County does recognize the importance of voluntary support of charitable non-profit organizations within the community and will consider approving their fund-raising activities as exemptions to this general policy. These may include:

- County sponsored – such as the annual United Way Fund Drive, Cabarrus Helping Hearts and Hand (Ch3), and Red Cross Blood drives where a limited amount of employee time is permitted for fund-raising/donations.
- Individual employee supported – such as school band candy and Girl Scout cookie sales. In these cases, employees cannot solicit, distribute, be solicited or receive goods during normal working hours. Such approved activities may be conducted in non-public areas after normal working hours or during authorized meal and break periods.

Employee flower/gift funds of County departments may also be exempted for this policy.

The County Manager may approve such exemptions under the above guidelines. A list of currently exempted organizations, activities and funds will be maintained within the County Manager's office.

CLARIFICATIONS TO THE POLICY

- Receipt of requested services, such as the delivery of prepared food, will not be solicitation if received on non-work time and out of the public's eye.
- Sale flyers, restaurant menus and other like sales materials may be distributed with the approval of the County Manager.
- There will be no posting of commercial advertisements on County property.
- Employees are prohibited from emailing other staff from their county email for solicitation purposes.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Transfer of Surplus Vehicle to Conflict Resolution Center and Teen Court

BRIEF SUMMARY:

Conflict Resolution Center and Teen Court has requested one surplus vehicle from the Cabarrus County fleet. County staff have identified asset 8377 (VIN # 1FM5K8AR1FGB51422), a 2015 Ford Police Interceptor SUV with 108,000 miles (as of October 2018), as a match for their request.

According to the request from the Conflict Resolution Center and Teen Court, the vehicle will be used to transport youth offenders that are working at various sites around the county as part of their sentence and restitution.

REQUESTED ACTION:

Motion to declare asset 8377 surplus property and authorize disposition in accordance with the County's policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Michael Miller, Infrastructure & Asset Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Request Letter

The Conflict Resolution Center of Cabarrus County

Phone: 704.786.1820
Fax: 704.721.3311
jplaster@nomoreconflict.org

77 Union Street South
Concord, NC 28026
P.O. Box 1222

Dear Cabarrus County Board of Commissioners,

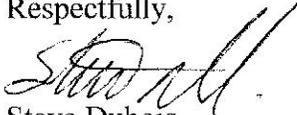
The Conflict Resolution Center of Cabarrus County provides a number of restorative justice options to our community.

One in particular is the Juvenile Community Service and Restitution program. Through this program, court-involved juveniles can perform supervised community service to earn money toward their restitution payments.

Juveniles with court-ordered restitution requirements are transported to and from work sites around the county. In the past 4 years over 250 juveniles have been served by this program. This valuable program has shown to directly impact juvenile's likelihood of completing their sentence greatly reducing the amount of juveniles that are continuously recharged for failure to obey their court orders.

The vehicle currently being utilized is in need of replacement in order to provide safe transport for these juveniles to the various work sites. The Conflict Resolution Center of Cabarrus County respectfully request of Cabarrus County for a donation of a surplus vehicle to meet the needs of transporting impacted juveniles. Thank you in advance for your consideration of this request.

Respectfully,



Steve Dubois
President, Board of Directors

Jennifer N. Plaster
Executive Director

Cynthia Seaforth
Teen Court Coordinator

Kathy Walker
Truancy Coordinator

Barry White
Juvenile Restitution &
Community Service Coordinator

Estefany Mejia
Administrative Assistant

Board of Directors

President Steve DuBois
Retired

Vice-President Roger F. Condrey
Commercial Appraiser

Treasurer Kimberly Herrick
Mills Law

Secretary Tammy Drye
School Resource Officer
Concord Police Department

Elizabeth Brown
Attorney
Hartsell & Williams, P.A.

Grayson Downs
School Resource Officer
Kannapolis Police Department

William Green
Visitor Services Coordinator
Cabarrus County Convention &
Visitors Bureau

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Solid Waste - Republic Services Proposed Recycling Processing Services Agreement

BRIEF SUMMARY:

The current recycling processing services contract with Sonoco Recycling expires December 31, 2018. Sonoco Recycling will no longer handle residential recyclable material. Republic Services is managing the one remaining recycling processing facility in the area and has proposed the attached recycling processing agreement. This agreement covers recycled material collected from unincorporated Cabarrus residents, county schools and county recycling convenience centers.

REQUESTED ACTION:

Motion to approve the contract between Cabarrus County and Republic Services; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kevin Grant, Sustainability Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Republic - Recycling Processing Services Agreement

RECYCLING PROCESSING SERVICES AGREEMENT

This Recycling Processing Services Agreement (the “**Agreement**”) is made and entered into this ___ day of _____, 20__ (“**Effective Date**”), by and between the Cabarrus County, North Carolina (“**Supplier**”), and FCR, LLC / Charlotte Recycling, a Delaware corporation qualified to do and actually doing business in the State of North Carolina (“**Company**”).

RECITALS

WHEREAS, Supplier desires that Company provide Services as defined herein as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Definitions.

1.1 “**Average Market Value or AMV**” means, based on the Facility Commodity Mix, the current month market values set by the commodity market indices for each Recyclable commodity sold by the Facility. The AMV shall be calculated as the sum of (i) the applicable domestic regional average commodity prices for applicable fiber grades included in PPI Pulp & Paper Week (also known as RISI Index www.risiinfo.com), (ii) the applicable domestic regional average commodity prices for applicable metal and plastic grades in www.SecondaryMaterialsPricing.com, and (iii) actual monthly prices for glass and residue; minus any direct costs of Company related to storage, transportation, disposal or marketing of Recyclables. If the indices identified above change or are no longer utilized in the market, the parties will negotiate in good faith to identify mutually acceptable indices or, if the parties cannot reach agreement, Company will default to industry standards.

1.2 “**Clean OCC**” means clean (95% and greater) cardboard (loose or baled) which is Source Separated from all other recyclables and or residue.

1.3 “**Commercial Single Stream**” means loads collected from a commercial, industrial and institutional Customer, or commercial Customer route, comprised of a minimum 50% OCC, and the remainder being containers and fiber included on the Materials Acceptance Protocol attached hereto as **Schedule A**. It does not include excluded materials described in the Materials Acceptance Protocol.

1.4 “**CPI**” – means the Consumer Price Index – All Urban Consumers, Water, Sewer and Trash Collection, as reported by the Department of Labor.

1.5 “**Customer**” or “**Customers**” means all residential, commercial, industrial and institutional recycling customers for whom Supplier collects Recyclables within the Cabarrus County, North Carolina.

1.6 “**Facility**” means the Recycling Center located at 1007 Amble Drive, Charlotte, North Carolina (the “**Facility**”).

1.7 “**Facility Commodity Mix**” means the relative mix of commodities, established pursuant to either (i) a minimum rolling 3-month Facility average composition (subject to adjustment as necessary by Company where actual deliveries of pre-sorted Recyclables or the lack of shipment of any products

such as glass or ONP would materially distort the AMV) or (ii) a composition audit or an average of audits over a 12 month period (if any), to determine the aggregate per ton value for each recyclable stream.

1.8 “**Facility Commodity Revenue or FCR**” means, based on the Facility Commodity Mix, the current month Net Revenue for each Recyclable commodity (including without limitation glass and residue, whether positive or negative) sold by the Facility.

1.9 “**Net Revenue**” – means gross revenue (or loss) earned minus any direct costs of Company related to storage, transportation, disposal or marketing of Recyclables.

1.10 “**Processing Rate**” means the current rate per ton Company charges to process Recyclables.

1.11 “**Recyclables**” means all acceptable materials collected by Supplier listed on **Schedule A** including residential and commercial commingled containers, residential and commercial fiber collected from the Customer in Residential Single Stream, Residential Dual Stream, Commercial Single Stream, and Source Separated formats, including Clean OCC.

1.12 “**Residential Single Stream**” means those recyclable fibers and containers, as defined in the Materials Acceptance Protocol set forth in **Schedule A** attached hereto, are collected in a single collection container or vehicle from each residential Customer for whom Supplier collects Residential Single Stream Recyclables. Residential Single Stream originates exclusively from households and does not include excluded materials described in the Materials Acceptance Protocol.

1.13 “**Residential Dual Stream**” means an inbound stream in which all recyclable fibers, as defined in the Materials Acceptance Protocol set forth in **Schedule A** attached hereto, are separate from all other Recyclable Materials in a single collection container or vehicle from each residential Customer for whom Supplier collects Residential Dual Stream Recyclables. Residential dual stream originates exclusively from households and does not include excluded materials described in the Materials Acceptance Protocol.

1.14 “**Source Separated**” means an acceptable material type listed on **Schedule A** that is not mixed with another acceptable material type on **Schedule A**. By way of example, in the case of Source Separated Acceptable Materials, aluminum would be separated from plastic containers.

1.15 “**Surcharge**” means a fee paid by Supplier to Company for each ton of Recyclables delivered by Supplier to the Facility for extraordinary unforeseen expenses.

2. Services. Company will receive, process, and market all Recyclables delivered to the Facility by the Supplier ("Services"). Company will provide Supplier with a monthly report which shall indicate the date, time, and net weight for each load, a report of the total tons received for that calendar month, and a billing summary.

3. Delivery of Recyclables. Supplier shall deliver or cause to be delivered to the Facility all Recyclables received through or by collections made by Supplier from each Customer. Title to the Recyclables shall pass from Supplier to Company upon acceptance at the Facility except as set forth in Section 2.3(b) below. Supplier represents and warrants to Company that it has the legal right to deliver the Recyclables to Company and for Company to take title thereto.

4. Acceptable Materials.

4.1 Materials Acceptance Protocol. Supplier shall comply with the Materials Acceptance Protocol set forth in Schedule A, and shall deliver only Acceptable Materials to the Facility. Any material that is not listed as "Acceptable Material" is "Unacceptable Material".

4.2 Right to Inspect. Company shall have the right to inspect all inbound loads from the Supplier. Company shall have the right to reject (i) any delivery from the Supplier which contains or appears to contain by volume or weight more than 10% Unacceptable Material, or which contains or appears to contain any amount of hazardous, toxic, radioactive or similarly dangerous Unacceptable Material (each such rejected load an "**Unacceptable Load**"); or (ii) any large or unsafe Unacceptable Material items such as TV's, air conditioning units, wood (including without limitation lumber, tree branches or shrubbery), or scrap metal ("**Rejectable Materials**"). The entire cost resulting from Supplier's delivery of any Unacceptable Load or Rejectable Materials (including without limitation transportation, re-loading, clean-up, alternate disposal and the like) which at a minimum shall include an Unacceptable Material Fee in the amount of up to \$200.00, shall be the sole responsibility of the Supplier, and Supplier shall reimburse Company for any such costs incurred by Company.

4.3 Indemnification for Unacceptable Materials. Supplier shall indemnify, hold Company harmless, and promptly reimburse Company for all damages, losses and expenses, including reasonable attorney's fees and federal, state or local fines and penalties, resulting from the inclusion of any Unacceptable Material in any load delivered by the Supplier to the Facility, regardless of any allegation that Company should have discovered the inclusion of such materials prior to accepting delivery of such load.

5. Hours of Operation. The Facility Hours of Operation are as follows:

Monday through Friday:	7 a.m. to 4:30 p.m.
Saturday:	7 a.m. to 11:00 a.m.
Holiday Closings:	Thanksgiving Day and Christmas Day

Should additional deliveries be required at the Facility at times other than what is listed in this section, arrangements will be made through mutual agreement of the Parties.

6. Tonnage. The Parties expect approximately 525 tons per month of Recyclables to be generated from Supplier. The Parties acknowledge that failure to achieve such approximate amount will not be a breach of this Agreement so long as Supplier is complying with the requirements of Section 4.1 of the Agreement.

7. Scavenging. Supplier will make reasonable efforts to eliminate the scavenging of Recyclables prior to delivery to the Facilities.

8. Hauler's Rules. Supplier will cause its loads to be delivered in conformance with the Facility's operating hours and the delivery routines and standards described in the Hauler's Rules attached hereto as Schedule B.

9. Term. This Agreement begins on the Effective Date and expires June 30, 2019 (the "Term"), unless otherwise terminated in accordance with the terms of this Agreement. The parties may extend this Agreement upon mutual written agreement.

10. Rates for Services; Rate Adjustments.

10.1 Rates for Services.

(a) Supplier will pay Company a Rate (on a per ton basis) for the Services, calculated as follows:

i. Average Market Value (AMV)* – Processing Rate = (Per Ton) Total Processing Charge

*If the Facility Commodity Revenue (FCR) is less than the AMV, the FCR, not the AMV, will be used to calculate the Total Processing Charge.

ii. If the Total Processing Charge is negative, the Supplier will pay Company an amount per ton equal to the negative Total Processing Charge. For example, if the Total Processing Charge equals (\$20.00), Supplier will pay Company \$20.00 per ton.

iii. If the Total Processing Charge is positive, the Supplier will be entitled to retain seventy-five percent (75%) of the Total Processing Charge per ton and will pay the remaining 25% to Company per ton. See Schedule C for sample calculation of the Total Processing Charge.

(b) The Processing Rate for the Services with glass is \$98.25.

(c) The Processing Rate for the Services without glass is \$86.25.

10.2 Payment. All invoices for Recyclables delivered by Supplier to the Facility shall be due and payable on a strict net thirty (30) days from date of invoice basis. Interest shall accrue on all past due invoices at the rate of one-half percent (0.5%) per month from the date due until the date paid, and the party owing such overdue amounts shall pay any and all costs incurred by the other party for collection of unpaid balances, including without limitation costs of investigation and attorneys' fees.

10.3 Rate Adjustments.

- (a) Annual Rate Adjustment. Company shall increase the Processing Rate effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) three (3) percent or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.
- (b) Change in Law Adjustments. Company may increase the Processing Rate as a result of increases in costs incurred by Company due to (a) changes in local, state, or federal rules, ordinances or regulations; or (b) changes in taxes, fees or other governmental charges (other than income or real property taxes). Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

11. Termination.

11.1 If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued.

11.2 Company shall have the right to terminate this Agreement immediately, upon written notice to the Supplier, if its Mecklenburg County Operating Agreement terminates before the conclusion of the Term.

11.3 Upon termination, the Supplier shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

12. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("Applicable Law"). In the event any provision of this Agreement conflicts with an existing ordinance of the County, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

13. Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Recyclables, Company may (i) suspend or discontinue any or all Services, or (ii) dispose of the Recyclables in a landfill and update the rates accordingly.

14. Title. Title to Acceptable Material shall pass to Company when received by Company. Title to and liability for any Unacceptable Materials shall at no time pass to Company.

15. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the

extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.

16. Insurance. At all times during the term of this Agreement, Supplier shall maintain, and shall require its subcontractors to maintain, workers' compensation insurance and commercial general liability insurance in coverages and amounts satisfactory to Company. Upon request Supplier shall provide Company with evidence reasonably satisfactory to Company that the Supplier is insured against any damage, liability or loss caused by the vehicles which deliver Recyclables to the Facility for the Supplier or by the drivers thereof.

17. Force Majeure.

17.1 "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation, enforcement or permit requirement) of any international, federal, state or local law or regulation after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

17.2 Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

17.3 In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

17.4 In the event a Force Majeure event materially or adversely affects Company's cost of operation Company may increase the applicable Processing Rate and/or Surcharge under this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs.

18. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by Supplier.

19. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Recyclable Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the County's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to the County under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

CABARRUS COUNTY

FCR, LLC / CHARLOTTE RECYCLING

NORTH CAROLINA

NORTH CAROLINA

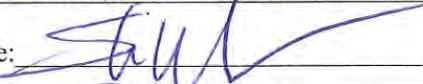
By:

By:

Name: _____

Name: Shane Walker

Signature: _____

Signature: 

Title: _____

Title: Area President

Date: _____

Date: 11/7/18

SCHEDULE A

Materials Acceptance Protocol

All material should be Empty. Clean. Dry.

Acceptable Material:

Aluminum food and beverage containers

aluminum soda and beer cans, cat food cans, etc.

Glass food and beverage containers

Flint (clear)

Amber (brown)

Emerald (green)

Ferrous Cans

soup, coffee cans, etc.

P.E.T. plastic containers with the symbol #1

no microwave trays

H.D.P.E. natural plastic containers with the symbol #2

milk jugs and water jugs containers only (narrow neck containers)

H.D.P.E. pigmented plastic containers with the symbol #2

detergent, shampoo, bleach bottles without caps (narrow neck containers)

butter and margarine tubs

Polypropylene plastic food and beverage containers symbol #5

yogurt containers

Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular

Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular

Kraft Paper Bags

Old Corrugated Containers (OCC)

no wax coated.

Magazines (OMG)

Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books.

Aseptic Cartons

Juice boxes, gable top milk and juice containers, soy milk and soup cartons.

Unacceptable Material:

Yard Waste

Styrofoam

Pizza Boxes, unless free of *any* food or grease residue

Food Contamination

Clothing

Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)

Plastic containers with #3, #4, #6 or #7 on them or no # at all

Mirrors, window or auto glass, light bulbs, ceramics

Oil or antifreeze containers

Coat hangers

Paint cans

Household items (such as toasters, cooking pots or pans, etc.)

Hard cover books

Garden hoses

Christmas lights

Window blinds

Any other item that is not included as an Acceptable Material

Items identified as Unacceptable at the Scale house and/or communicated to the Supplier in writing

SCHEDULE B

HAULER'S RULES

Insurance: Haulers must have certificate of insurance demonstrating that the company and the Driver are insured to the reasonable satisfaction of ReCommunity against any damage, liability or loss caused by the vehicle.

Scale House:

1. Driver shall approach Scale SLOWLY.
2. Driver shall report to scale house operator and identify origin and material type such as Single Stream Residential Recyclables, Single Stream Commercial Recyclables or OCC.
3. Weigh inbound, weigh outbound and pick up scale ticket.

Tip Floor/Yard Rules:

1. Driver shall maintain safe speeds while traveling within the yard.
2. Follow all posted signs indicating traffic pattern directions.
3. Follow verbal directions issued by the facility's tip floor attendant or loader operator.
4. Queue vehicles only where directed by the Floor Attendant or Scale Operator.
5. Driver shall not allow litter to be discharged from the body or cab.
6. Wait for operator's OK to enter tip floor before dumping.
7. If it is necessary to exit the vehicle only one person, the driver or the helper, is allowed out of the vehicle at a time.
8. The following PPE must be worn whenever exiting the vehicle:
 - a. ANSI Class II high visibility vest
 - b. Hard Hat
 - c. Safety Glasses
9. When observing the off-loading of material drivers or helpers must stay within 6 feet of their vehicle at all times.
10. **LOAD REJECTION:** Unless otherwise restricted by Customer Contract, Company may reject (A) any partial load with non-Recyclables that could harm employees or damage/shut down processing equipment, or (B) any entire load from Supplier which contains or appears to contain by volume or weight more than eight percent (10%) non-Recyclables, or which contains or appears to contain any amount of hazardous material.
11. If Driver is notified by Company that part or all of the load is rejected, Driver shall provide truck number and sign a statement verifying the events.
12. Drivers cannot discharge any liquids from their drain valves.
13. Unless expressly approved by Company, Drivers cannot clean out the back (behind blade) of their trucks in the yard.
14. Drivers shall not loiter in the yard.
15. Drivers are prohibited from smoking at all times, even when inside the cab of their vehicles.
16. Use only designated restrooms.
17. No cell phone calling or texting while driving.

SCHEDULE C

RATES

- (a) The Processing Rate for the Services with glass is \$98.25.
- (b) The Processing Rate for the Services without glass is \$86.25.

Pricing Example¹

(Example below is based on \$95.00 per ton processing rate and 50% share)

Favorable commodity market example:

AMV of \$125.21

Processing Rate: \$95.00 per ton

Excess AMV: $\$125.21 - \$95.00 = \$30.21$ per ton

Share: 50% of surplus to Supplier

Share to Supplier \$15.10 (or $\$30.21 \times 50\%$)

Net Payment by Supplier would be \$15.10 per ton.

Unfavorable commodity market example:

ACR of \$63.14

Processing Rate: \$95.00 per ton

Excess ACR: $\$63.14 - \$95.00 = (\$31.86)$ per ton

Share Calculation: Dollar-for-dollar below the Processing Rate (to Processor)

Share to Supplier (\$31.86)

Net Payment by Supplier is \$31.86 per ton.

¹ This is an example for the first year, where there is no adjustment to the Processing Rate.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Cabarrus County Strategic Plan

BRIEF SUMMARY:

Cabarrus County Strategic Plan – revise the mission, vision and county-wide goals for the FY 2020 budget process.

REQUESTED ACTION:

Discuss and direct staff to proceed with the revision of the current mission, vision and county-wide goals to be updated for the strategic plan for FY 2020.

EXPECTED LENGTH OF PRESENTATION:

1 Hour or More

SUBMITTED BY:

Mike Downs, County Manager
Lauren Tayara, Budget Analyst

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Strategic Planning

Strategic Plan: Developing Mission and Vision Statements

During this first step in the Strategic Planning process, we will develop a well-thought mission and vision statement through activities and discussion. Please consider the following while completing the activities below:

Changes/Challenges/Trends Discussed During the Budget Process

- Growing population/shifting demographics - Population growth: 5,299 people/year (975 natural and 4,315 migration)
- Smart growth (covers a range of development and conservation strategies that help protect our health and natural environment and make our communities more attractive, economically stronger, and more socially diverse) – i.e. sustainability, land use, transportation, etc.
- Opioid epidemic/mental health
- Education - Capital/Current expense
- Aging structures - County and schools
- Maintaining existing technology and integrating new technologies
- Public safety
- Environmental protection/conservation

2018 Community Survey Findings

Click on this [link](#) to access the full report.

Residents' Top Priorities for County Leaders:

- Crime Prevention
- Growth Management
- County Schools' Education Facilities
- Protecting Water Quality and the Environment
- Open Space Preservation
- Availability of Employment

Mission

The mission defines the County's purpose and explains its roles in terms of achieving our vision, intended outcomes and serving our citizens. We can break it down into three parts: cause, actions and impact. The current mission states:

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the December 17, 2018 regular Board of Commissioners' meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the December 17, 2018 regular meeting.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proposed December 17, 2018 Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**December 17, 2018
6:30 PM**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

Air Force JROTC, Northwest Cabarrus High School

INVOCATION

Pastor Anthony White, The Refuge

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Proclamation - Dr. Martin Luther King, Jr. Day

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

F. CONSENT AGENDA

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

1. BOC - Commissioner Appointments for 2019
2. BOC - Designation of Voting Delegate for NCACC Legislative Goals Conference
3. BOC - Resolution Establishing the Board of Commissioners' 2019 Meeting

Schedule

4. County Manager - Solicitation Policy Update
5. Infrastructure and Asset Management - Transfer of Surplus Vehicle to Conflict Resolution Center and Teen Court
6. Solid Waste - Republic Services Proposed Recycling Processing Services Agreement
7. Tax Administration - Refund and Release Reports - November 2018

G. NEW BUSINESS

1. Finance - Presentation for the Fiscal Year 2018 Comprehensive Annual Financial Report

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC)
2. Appointments - Human Services Advisory Board
3. Appointments - NC 73 Council of Planning Member Appointments
4. Appointments and Removals - Cabarrus County Senior Centers Advisory Council
5. Appointments and Removals - Mental Health Advisory Board

I. REPORTS

1. BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. County Manager - Monthly Building Activity Reports
4. County Manager - Monthly New Development Report
5. EDC - November 2018 Monthly Summary Report
6. Finance - Monthly Financial Update

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SECTION

M. ADJOURN

Scheduled Meetings

January 7	Work Session	4:00 p.m.	Multipurpose Room
January 22	Regular Meeting	6:30 p.m.	BOC Meeting Room
February 4	Work Session	4:00 p.m.	Multipurpose Room
February 18	Regular Meeting	6:30 p.m.	BOC Meeting Room
February 22	Board Retreat	4:00 p.m.	Cabarrus Arena
February 23	Board Retreat	8:00 a.m.	Cabarrus Arena

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

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

**Cabarrus County Television Broadcast Schedule
Cabarrus County Board of Commissioners' Meetings**

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

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

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 WORK SESSION

**December 3, 2018
6:15 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Acquisition of Real Property

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
