



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
OCTOBER 2, 2017
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

2.1 Including Changes to the Agenda Pg. 59

3. DISCUSSION ITEMS - NO ACTION

3.1 County Manager - Mental Health Advisory Board Update Pg. 2

3.2 BOC - NCACC Video Update Pg. 3

4. DISCUSSION ITEMS FOR ACTION AT OCTOBER 16, 2017 MEETING

4.1 County Manager - Request Funding for Local Positions Based on the State Salary Match Pg. 4

4.2 DHS - FY19 5307 Urbanized Area Funding Pg. 8

4.3 DHS - FY19 5311 Community Transportation Grant Pg. 20

4.4 Planning and Development (Soil and Water Conservation District Board) - Applications for Farmland Preservation Grants Pg. 32

4.5 Planning and Development - HOME Program Project Ordinance and Budget Amendment Pg. 34

4.6 Planning and Development - Proposed Text Amendment to Zoning Ordinance Chapter 4 (TEXT2017-00007) Pg. 39

4.7 Planning and Development - Proposed Text Amendment to Zoning Ordinance, Chapter 3 (TEXT2017-00009) Pg. 48

4.8 Solid Waste - Ordinance Acknowledging Solid Waste Collection and Disposal Franchise Agreement with Republic Services of Charlotte and Awarding of Franchise Agreement to Republic Services of Charlotte - First Reading Pg. 51

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 54

6. CLOSED SESSION

6.1 Closed Session - Pending Litigation, Economic Development and Personnel Matters Pg. 58

7. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Mental Health Advisory Board Update

BRIEF SUMMARY:

Jodi Ramirez, Law Enforcement Liaison/Project Administrator will present an update of the Mental Health Advisory Board activities.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Mike Downs, County Manager
Jodi Ramirez, Law Enforcement Liaison/Project Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

BOC - NCACC Video Update

BRIEF SUMMARY:

The North Carolina Association of County Commissioners (NCACC) has requested counties to view the following video update.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Terri Lea Hugie, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at October 16, 2017 Meeting

SUBJECT:

County Manager - Request Funding for Local Positions Based on the State Salary Match

BRIEF SUMMARY:

Attached is a memo requesting \$15,912.38 to fund local positions at the community college based on the state budget funding for state positions. Each year, after the state budget is passed, a request is made to provide the local match for equal funding for these staff members. A community college representative will be available for questions.

REQUESTED ACTION:

Motion to adopt this budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Pamela S. Dubois, Senior Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [RCCC Salary Match Request](#)
 - ☐ [Budget Amendment](#)
-

Date: September 20, 2017

To: Pam Dubois, Senior Deputy County Manager
Cabarrus County Government

From: Janet N. Spriggs, Chief Operating Officer
Rowan-Cabarrus Community College

Subject: Request for Money to Fund Salary and Benefits Increases in Fiscal 2018

Dear Pam;

The North Carolina General Assembly and the State Board of Community Colleges passed a State and Community College Budget Resolution in July and August respectively. Therefore, we received our State budget appropriation after Cabarrus County had approved the Fiscal 2018 County Budget. Subsequently, our budget request for Fiscal 2018 did not include salary or benefits increases for Cabarrus County funded staff.

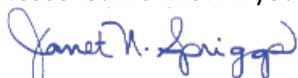
The State included salary increase monies and the appropriation for Rowan-Cabarrus Community College allotted funding that allowed the College to award a salary increase of the greater of 1.5% or \$1,000 for each State funded employee. The State budget also increased the employer paid health insurance contribution rate by \$398 per employee from \$5,471 in Fiscal 2017 to \$5,869 in Fiscal 2018, and the employer paid retirement contribution rate by 1.01% from 16.12% of employee gross salary in Fiscal 2017 to 17.13% of employee gross salary in Fiscal 2018.

As you know, staff members who support facilities operations and maintenance, and safety and security, are funded with local funds. At Rowan-Cabarrus, 4 staff are funded 100% by Cabarrus County funds because they solely support Cabarrus County facilities, 5 staff are funded 50% by Cabarrus County because their time is split 50% Cabarrus and 50% Rowan, 1 staff member is funded 25% by Cabarrus County because their time is split 25% Cabarrus and 75% Rowan.

The college respectfully requests a budget increase of \$15,912.38 in current operating funding for Fiscal 2018 to cover the increased salaries and benefits expenses as detailed below:

1. \$10,158.78 to support salary increase and benefits for 4 staff at 100%, 5 staff at 50% and 1 staff at 25%. This total includes \$8,141.36 for salary increase, \$622.81 to cover FICA for the salary increase, and \$1,394.61 to cover retirement for the salary increase.
2. \$3,067.10 to support the 1.01% increase in retirement for 4 staff at 100%, 5 staff at 50% and 1 staff at 25%.
3. \$2,686.50 to support the \$398 increase per staff for employer paid health insurance for 4 staff at 100%, 5 staff at 50% and 1 staff at 25%.

Please let me know if you have questions or need additional details.



Budget Revision/Amendment Request

Date: 10/16/2017

Amount: 15,912.00

Dept. Head: Michael Downs

Department: County Manager

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

Purpose: To allocate contingency funds to fund the state salary match for the community college for all local positions.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1910-9660	Contingency	1,828,182.00	-	15,912.00	1,812,270.00
001	9	7140-9719	RCCC	2,589,303.00	15,912.00	-	2,605,215.00
				-	-	-	0.00
				-	-	-	0.00
				-	-	-	0.00
				-	-	-	0.00
							0.00
							0.00

Total 4,417,485.00

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at October 16, 2017 Meeting

SUBJECT:

DHS - FY19 5307 Urbanized Area Funding

BRIEF SUMMARY:

The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to urbanized areas, and to governors for transit capital and operating assistance in urbanized areas and for transportation-related planning. An urbanized area is an incorporated area with a population of 50,000 or more that is designated as such by the U.S. Department of Commerce, Bureau of the Census. This grant requires a 20% local match. A public hearing is required to apply for this grant.

REQUESTED ACTION:

Hold a public hearing.

Motion to accept the FY19 5307 Urbanized Area Grant and related resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [FY19 Program Resolution](#)
 - ☐ [HS Resolution](#)
 - ☐ [Title VI](#)
 - ☐ [Hearing Record](#)
 - ☐ [FY19 Public Hearing meeting minutes](#)
 - ☐ [Local Share Certification](#)
 - ☐ [FY19 public Hearing minutes](#)
-

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2019 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) Cabarrus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* County Manager of Cabarrus County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* _____ (Certifying Official's Title) _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

*Notary Public **

Printed Name and Address

My commission expires (date) _____

Affix Notary Seal Here

HUMAN SERVICE AGENCY TRANSPORTATION RESOLUTION

State Funds

FY 2019 RESOLUTION

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Human Service Transportation funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances, and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services; and

WHEREAS, the funds applied for may be Administrative, Operating, Planning or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may only apply for funding for "purchase-of-service" projects under the Section 5310 program

WHEREAS, *(Legal Name of Applicant)* Cabarrus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, and all administrative requirements related to the applications made to and grants received from the North Carolina Department of Transportation;

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)** County Manager of Cabarrus County is hereby authorized to submit a grant application for state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)** _____ *(Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* _____

*Notary Public **

Printed Name and Address

My commission expires *(date)* _____

Affix Notary Seal Here

SECTION 5311, 5310, 5339, Consolidated Capital, 5307 or State Funds Call for Projects
TITLE VI PROGRAM REPORT

Legal Name of Applicant: **Cabarrus County**
(Complete either Part A or Part B; and Part C)

Part A – No complaints or Lawsuits Filed

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against **Cabarrus County Transportation** (*Transit System Name*) during the period **July 1, 2016 through June 30, 2017**.

Signature of Authorized Official

Date

Michael Downs/ County Manager

Type Name and Title of Authorized Official

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against _____ *Transit System Name*) during the period **July 1, 2016 through June 30, 2017**.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

Part C - Title VI Plan

Do you currently have a Title VI Plan: Yes

Date of last plan update: August 28, 2015

Attachment number 3 \n

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: _____

DATE: _____

PLACE: _____

TIME: _____

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ (Attached)

☐ (Offered at Public Hearing but none completed)

I, the undersigned, representing (*Legal Name of Applicant*) _____ do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ (*NO public comments*)

☐ (*Public Comments were made and meeting minutes will be submitted after board approval*)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Right's Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Shantray Dickens the Title VI Manager at telephone number 919.508.1896 or email at sddickens@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:		National Origin:

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation.

FY 2019 Public Hearing Meeting Minutes

To support the combined program Resolution for FY 2019, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into Partner Connect as a supporting document.

Final Board approved minutes must be uploaded by December 15, 2017.

LOCAL SHARE CERTIFICATION FOR FUNDING

Cabarrus County
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ <u>139,673</u>	\$ <u>20,952</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Capital	\$ <u>8,750</u>	\$ <u>875</u> (10%)
Mobility Management	\$ _____	\$ _____ (10%)
5307 Capital	\$ <u>96,000</u>	\$ <u>24,000</u> (____%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>244,423</u>	\$ <u>45,827</u>
	Total Funding Requests	Total Local Share

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Grant Applied To</u>	<u>Amount</u>
<u>General Fund</u>	<u>5311 Admin</u>	\$ <u>20,952</u>
<u>General Fund</u>	<u>5311 Capital</u>	\$ <u>875</u>
<u>General Fund</u>	<u>5307 Capital</u>	\$ <u>24,000</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ <u>45,827</u>

** Fare box revenue is not an applicable source for local share funding

I, the undersigned representing **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2019 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2018**, which has a period of performance of July 1, 2018 – June 30, 2019.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date

FY 2019 Public Hearing Meeting Minutes

To support the combined program Resolution for FY 2019, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into Partner Connect as a supporting document.

Final Board approved minutes must be uploaded by December 15, 2017.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at October 16, 2017 Meeting

SUBJECT:

DHS - FY19 5311 Community Transportation Grant

BRIEF SUMMARY:

The North Carolina 5311 Community Transportation Grant provides funding for county transportation administrative costs such as salaries, insurance, equipment and supplies. This grant requires a 15% County match for the administration portion, and a 10% County match for the capital portion. A public hearing is required to apply for this grant.

REQUESTED ACTION:

Hold a public hearing.

Motion to accept the FY19 5311 Community Transportation Administration and Capital Grant and related resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager.

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [FY19 Program resolution](#)
 - ☐ [HS Resolution](#)
 - ☐ [Title VI](#)
 - ☐ [Hearing Record](#)
 - ☐ [Public Hearing minutes](#)
 - ☐ [Local Share Certification](#)
 - ☐ [Public Hearing Minutes](#)
-

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2019 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) Cabarrus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* County Manager of Cabarrus County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* _____ (Certifying Official's Title) _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

*Notary Public **

Printed Name and Address

My commission expires (date) _____

Affix Notary Seal Here

HUMAN SERVICE AGENCY TRANSPORTATION RESOLUTION

State Funds

FY 2019 RESOLUTION

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Human Service Transportation funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances, and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services; and

WHEREAS, the funds applied for may be Administrative, Operating, Planning or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may only apply for funding for "purchase-of-service" projects under the Section 5310 program

WHEREAS, *(Legal Name of Applicant)* Cabarrus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, and all administrative requirements related to the applications made to and grants received from the North Carolina Department of Transportation;

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)** County Manager of Cabarrus County is hereby authorized to submit a grant application for state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)** _____ *(Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* _____

*Notary Public **

Printed Name and Address

My commission expires *(date)* _____

Affix Notary Seal Here

SECTION 5311, 5310, 5339, Consolidated Capital, 5307 or State Funds Call for Projects
TITLE VI PROGRAM REPORT

Legal Name of Applicant: **Cabarrus County**
(Complete either Part A or Part B; and Part C)

Part A – No complaints or Lawsuits Filed

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against **Cabarrus County Transportation** (*Transit System Name*) during the period **July 1, 2016 through June 30, 2017**.

Signature of Authorized Official

Date

Michael Downs/ County Manager

Type Name and Title of Authorized Official

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against _____ *Transit System Name*) during the period **July 1, 2016 through June 30, 2017**.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

Part C - Title VI Plan

Do you currently have a Title VI Plan: Yes

Date of last plan update: August 28, 2015

Attachment number 3 \n

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: _____

DATE: _____

PLACE: _____

TIME: _____

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ (Attached)

☐ (Offered at Public Hearing but none completed)

I, the undersigned, representing (*Legal Name of Applicant*) _____ do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ (*NO public comments*)

☐ (*Public Comments were made and meeting minutes will be submitted after board approval*)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Right's Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Shantray Dickens the Title VI Manager at telephone number 919.508.1896 or email at sddickens@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:		National Origin:

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation.

FY 2019 Public Hearing Meeting Minutes

To support the combined program Resolution for FY 2019, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into Partner Connect as a supporting document.

Final Board approved minutes must be uploaded by December 15, 2017.

LOCAL SHARE CERTIFICATION FOR FUNDING

Cabarrus County
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ <u>139,673</u>	\$ <u>20,952</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Capital	\$ <u>8,750</u>	\$ <u>875</u> (10%)
Mobility Management	\$ _____	\$ _____ (10%)
5307 Capital	\$ <u>96,000</u>	\$ <u>24,000</u> (____%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>244,423</u>	\$ <u>45,827</u>
	Total Funding Requests	Total Local Share

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Grant Applied To</u>	<u>Amount</u>
<u>General Fund</u>	<u>5311 Admin</u>	\$ <u>20,952</u>
<u>General Fund</u>	<u>5311 Capital</u>	\$ <u>875</u>
<u>General Fund</u>	<u>5307 Capital</u>	\$ <u>24,000</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ <u>45,827</u>

** Fare box revenue is not an applicable source for local share funding

I, the undersigned representing **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2019 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2018**, which has a period of performance of July 1, 2018 – June 30, 2019.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date

FY 2019 Public Hearing Meeting Minutes

To support the combined program Resolution for FY 2019, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into Partner Connect as a supporting document.

Final Board approved minutes must be uploaded by December 15, 2017.



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**OCTOBER 2, 2017
4:00 P.M.**

AGENDA CATEGORY:

New Business

SUBJECT:

Planning and Development (Soil and Water Conservation District Board) -
Applications for Farmland Preservation Grants

BRIEF SUMMARY:

The Soil and Water Conservation District Board intends to apply for state and federal Farmland Preservation Grant to purchase development rights for permanent agricultural conservation easements on two farms.

Farmland Preservation supports goals of both the Board of Commissioners, and the Soil and Water Conservation District Board by improving the quality of life for county citizens. Permanently protecting farmland ensures the land base necessary for the county's agricultural economy, while simultaneously keeping the tax burden low by maximizing the amount of land acreage where the cost of county services is lowest. The Soil and Water Conservation District Board has previously applied for and received grant funding to preserve a total of 307 acres of farmland.

Any contracts or cooperative agreements associated with successful grant applications will be submitted to the county for approval.

REQUESTED ACTION:

Motion to authorize the Soil and Water Conservation District Board to submit one or more applications to the North Carolina Agricultural Development and Farmland Preservation Program Trust Fund, the United States Department of Agriculture, and the Natural Resources Conservation Service's Agricultural Conservation Easement Program for funds to preserve land on two farms with conservation easements.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Daniel McClellan, Sr. Resource Conservation Specialist

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at October 16, 2017 Meeting

SUBJECT:

Planning and Development - HOME Program Project Ordinance and Budget Amendment

BRIEF SUMMARY:

The HOME Project Ordinance will require updating and a budget amendment adopted to allocate program income that has been generated. The program income was generated by the HOME Program, and is required to be put back into the program and expended prior to any other financial drawdowns. Since the amount is too small to do a stand alone project, staff is recommending that the \$7,200 be added to the funds for the Prosperity Ridge Elderly Housing Project.

REQUESTED ACTION:

Motion to accept the grant award, adopt the associated budget amendment and project ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Project Ordinance](#)
 - ☐ [Budget Amendment](#)
-

CABARRUS COUNTY COMMUNITY DEVELOPMENT SPECIAL REVENUE PROJECT ORDINANCE

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

Section 1. The projects authorized is for the Grant Projects for the purpose of receiving and disbursing funds as directed by Home Program Grant and the Department of Commerce. The projects are referenced in Section 3.

Section 2. The officers of this unit are hereby directed to proceed within the terms of the Generally Accepted Accounting Principles (GAAP), the grant terms, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

CDBG:	
Sub-Contractor	\$ 34,997
Home 2011:	
Sub-Contractor	173,881
Consultants	8,115
Home 2012:	
Sub-Contractor	117,841
Consultants	5,570
Home 2013:	
Sub-Contractor	48,213
Consultants	619
Home 2015:	
Sub-Contractor	122,592
Consultants	5,423
Home 2016:	
Sub-Contractor	119,392
Consultants	<u>5,682</u>
Total	<u>\$ 642,325</u>

Section 4. The following budgeted revenues are anticipated to be available to complete these projects.

CDBG:	
Program Fees	\$ 34,997
Home 2011:	
Home Consortium Revenues	125,706
Program Fees	26,290
Contribution from General Fund	30,000
Home 2012:	
Home Consortium Revenues	98,411
Contribution from General Fund	25,000
Home 2013:	
Home Consortium Revenues	27,541
Contribution from General Fund	21,291
Home 2015:	
Home Consortium Revenues	95,815
Program Fees	7,200
Contribution from General Fund	25,000

Home 2016:	
Home Consortium Revenues	100,074
Contribution from General Fund	25,000
	<hr/>
Total	\$ 642,325
	<hr/>

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project sufficient detailed accounting records to satisfy the terms of any debt financing resolutions and any grant agreements or federal and State regulations.

Section 6. Funds may be advanced from the General Fund for the purpose or making payments as due. Reimbursement requests should be made to the grantor agencies in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out the projects.

Section 9. At the completion of each individual project, all unrestricted excess funds are transferred to the General Fund and the Grant Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. The Manager may either enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 16th day of October, 2017.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

Cabarrus County Budget Amendment Request

Date: 10/16/2017

Amount: \$7,200.00

Dept. Head: Susan Farrington (prepared by staff)

Department: Community Development Block Grant

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

Purpose: This budget amendment is to budget additional revenues and expenditures for the HOME 2015 grant. These additional funds are a payoff from a previous grant project and are required to be put back into HOME grant projects. The HOME 2015 grant will be used in conjunction with the HOME 2016 grant and two non-profit agencies to assist with a project that will provide affordable housing opportunities for low to moderate income seniors. This grant was approved by the Board of Commissioners on March 21, 2016.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
41063672-6606	HOME 2015 Program Fees	\$0.00	\$7,200.00	\$0.00	\$7,200.00
41093672-9383	HOME 2015 Sub Contract	\$115,392.00	\$7,200.00	\$0.00	\$122,592.00
Total					

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature_____
Signature_____
Signature_____
Date_____
Date_____
Date



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at October 16, 2017 Meeting

SUBJECT:

Planning and Development - Proposed Text Amendment to Zoning Ordinance Chapter 4 (TEXT2017-00007)

BRIEF SUMMARY:

Attached is the proposed changes to Chapter 4, Overlay Districts and Zones. The proposed changes are related to the buffer requirements for water bodies. The changes remove language requiring buffers on intermittent streams and ponds that are not located along perennial streams. A wetland buffer is maintained in the language, but is a set distance of 25 feet from the edge of the wetland.

This amendment should provide additional flexibility for non-conforming lots, and lots that were created prior to the zoning ordinance adoption in 1982. The proposed additions are in red. The deletions are in strikethrough text.

The Planning and Zoning Commission voted 7-2 at their September 12, 2017 meeting to forward the proposed amendment to the Board of Commissioners for final consideration.

The Board of Commissioners will need to hold a public hearing to receive public input on the proposed amendment.

REQUESTED ACTION:

Hold a public hearing.

Motion to adopt the proposed Text Amendment to Zoning Ordinance Chapter 4 (TEXT2017-00007).

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris, AICP, CFM, CZO
Planning and Zoning Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Ordinance for Chapter 4 Text2017-00007](#)

**AN ORDINANCE AMENDING THE CABARRUS COUNTY DEVELOPMENT
ORDINANCE
TEXT2017-00007**

BE IT ORDAINED that the Cabarrus Development Ordinance is hereby amended as follows:

AMEND CHAPTER 4, OVERLAY DISTRICTS AND ZONES AS FOLLOWS:

Section 4-8 Intention of Waterbody Buffer Zone

The purpose of the Waterbody Buffer Zone is to provide protected, vegetated strips of land adjacent to streams, rivers, lakes, ponds, impoundments, and wetlands. These buffers are retained in a natural, undisturbed, state, in an effort to avoid erosion problems and to reduce the velocity of overland flow, thus trapping sediment and soil eroded from cropland or land being developed to limit pollutants from entering the waterway.

Section 4-9 Effect upon bona fide farms

While North Carolina law exempts bona fide farms from local zoning regulations, the County strongly encourages the use of best management practices in farming. A waterbody buffer is one of these practices and is therefore consistent with North Carolina Sediment Control Law and thus is a 75% reimbursable North Carolina Agricultural Cost - Share Program. This program is administered through the Cabarrus Soil and Water District. The following text shall apply to all development or changing of conditions (e.g., timbering, land clearing, etc.) adjacent to waterbodies as defined below.

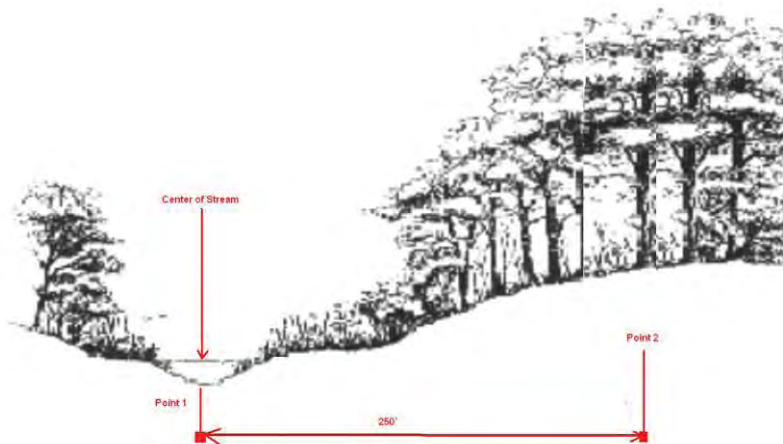
4.9-1-Impoundments for agricultural purposes

Impoundments used primarily for bona fide agricultural purposes, including animal watering, irrigation, or other agricultural uses shall not be subject to buffering requirements unless the waterbody is part of a natural drainage way (i.e., unless the waterbody is located on a perennial Class 1 or Class 2 stream);

Section 4-10 Requirements of the Waterbody Buffer Zone

1. A minimum 50-foot buffer shall be established from the stream bank on all sides of perennial or Class 1 streams in addition to any lakes, ponds or impoundments located along, or on, those streams. Class 1 Perennial streams include all rivers, streams, lakes, ponds or waterbodies shown on the USGS Quadrangle Maps as a solid blue line or identified in the Cabarrus County Geographic Information System.
2. A minimum 30 25 foot-stream buffer shall be established along the edge of from the stream bank on all sides of all intermittent or Class 2 streams and any identified wetlands. Class 2 Streams shall include all rivers or streams shown on the USGS Maps as dotted or dashed blue lines, identified as a stream on the NCRS Soil Survey for Cabarrus County, identified on the Cabarrus County Geographic Information System or identified as a stream by a qualified stream classification professional as defined in Section 4-10.4

3. The applicant must provide a detailed survey that field verifies the location of all perennial ~~and intermittent~~ streams, lakes, ponds, impoundments and wetlands on the subject property and within 100 feet of the boundary of the subject property for all proposed plats and site plans.
4. Streams may exist even if they are not mapped on the USGS Quadrangle Maps or NCRS Soil Survey Maps. A qualified professional must identify streams that exist on the site but are not mapped. For purposes of this section, a qualified professional shall mean an individual that has attended wetlands delineation training using application of the 1987 Wetland Delineation Manual by the US Army Corps of Engineers and Identification of Perennial and Intermittent Streams training supported by the North Carolina Division of Water Quality.
5. The determination that a waterbody or stream indicated on a USGS Map or NRCS soil survey map does not exist must be concurred by the NCDENR Division of Water Quality and/or the US Army Corps of Engineers.
6. The Waterbody Buffer Zone shall be determined and clearly delineated on site prior to any development or pre-development activity occurring in order to protect the required buffer from encroachment or damage. No development, including soil disturbing activities or grading, shall occur within the established buffer area.
7. The waterbody buffer shall be maintained as follows and shall be shown on all site plans or subdivision plats related to the project submitted for review, including soil and erosion control plans:
 - a. The size of a perennial stream ~~or Class 1~~ waterbody buffer shall be measured from the annual average stream bank, perpendicularly for a distance of 50 feet plus 4 times the average percent of slope of area adjacent to the stream. This slope shall be calculated by measuring a distance of 250 feet from the center of the stream. The percent of slope for this distance shall serve as the determining factor. However, the maximum distance shall not exceed 120 feet from the edge of the stream. For Lakes, ponds or impoundments, the buffer shall be computed using the high water elevation in place of the stream bank in the calculation.

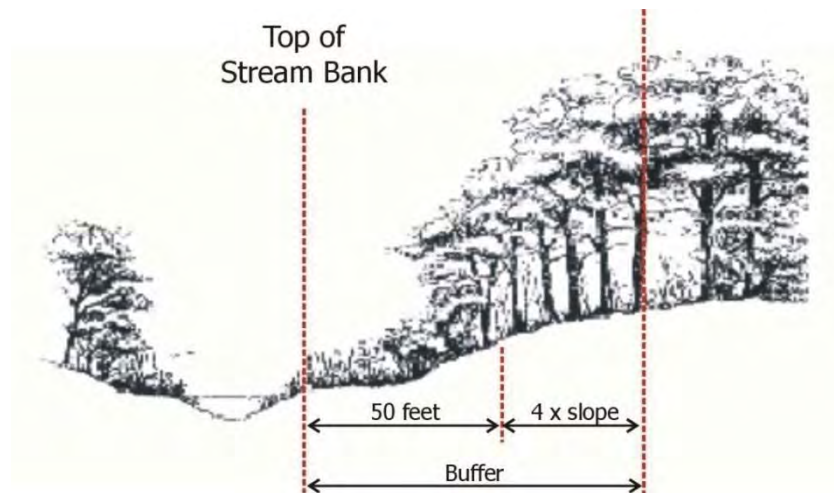


Pre-development elevation of Point 1 in feet = E1

Pre-development elevation of Point 2 in feet = E2

$$S = \frac{E2 - E1 \text{ (feet)}}{250 \text{ feet}} \times 100$$

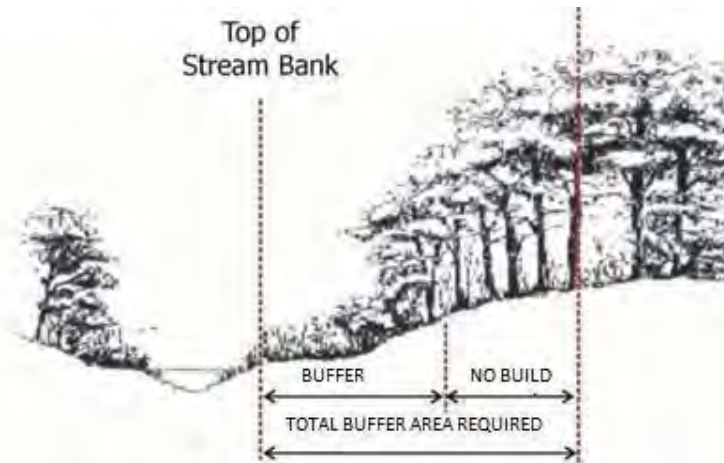
250 feet



$$\text{Width} = [50 + (4 \times S)]$$

Minimum width: 50 feet (areas with flat slopes)

Maximum width: 120 feet (areas with steep slopes)



- ~~b. The size of an intermittent stream or Class 2 waterbody buffer shall be measured from the annual average stream bank perpendicularly for a distance of 30 feet on either side of the waterbody.~~
8. All buffer areas shall remain in a natural, vegetated state. If the buffer area is wooded, it shall remain undisturbed.
 9. When agricultural soil disturbing activities such as plowing, grading, ditching, excavating, placement of fill material, or similar activities must occur near the buffer zones, they shall conform to all State and Federal regulations. Other unnamed agricultural activities that would result in significant disturbance of the existing soil, increase soil erosion, or destroy plant and wildlife habitats can only occur with an approved replacement program and shall also be consistent with North Carolina Sediment Control Law and in coordination with the North Carolina Wildlife Resources Commission's District 6 Biologist, and in consultation with the Cabarrus Soil and Water District Representative. Existing agricultural operations, forested or vegetated areas within stream buffer areas shall follow the State's forest practice guidelines which include best management practices (BMPs) as defined by the North Carolina Soil and Water Conservation Commission.
 10. Buffer Encroachments:
 - a. Sewer Easements: Permitted encroachments in the buffer area include sewer easements, providing the activities strictly adhere to applicable state and local soil and erosion control regulations/guidelines. Perennial vegetation must be established as a necessary step in completing construction of any sewer facilities. Sewer easements should be as close to perpendicular or parallel to the stream channel to minimize the impact on the stream buffer.

- b. Utilities: Overhead and/or underground utilities, roads, streets, bridges, or similar structures should be placed within existing public or private rights-of-way and must cross the buffer area as close to perpendicular as possible.
 - c. Driveways and Roads that Pre-date Waterbody Buffer Zone Adoption: Where residential driveways, right-of-ways, private streets or roads used for agricultural purposes on bona fide farms were installed prior to the adoption of this section of the zoning ordinance (July 23, 1990) and encroach into the required buffers, these roads may remain and continue to be used to access the property. These driveways, right-of-ways, private streets or farm roads, however, may only be improved if it is required for emergency vehicle access.
 - d. Structures that Pre-date Waterbody Buffer Zone Adoption: Where structures that pre-date the adoption of this section of the zoning ordinance (July 23, 1990) are located in the required buffer areas, these structures may be expanded by up to 50% percent (50%) of the square footage of the structure upon the issuance of a Certificate of Non-conformity Adjustment. To the greatest extent possible, expansions should be directed away from the buffer area. See Chapter 14 for additional information related to the Certificate of Non-conformity Adjustment process.
 - e. Fences are permitted within the buffer area, provided that the design does not interfere with the flow of water through the buffer area to the waterbody.
11. Any proposed recreation facilities or greenways must be located a minimum of 60' from the top of the stream bank. This includes any proposed pedestrian, hiking or biking trails. Recreational structures are not permitted in the waterbody buffer.
 12. In the event that a buffer is disturbed, all disturbed areas within the buffer zone shall be revegetated with appropriate vegetation immediately.
 13. A progress report shall be submitted by the individual, corporation, or company disturbing land in the Waterbody Buffer Zone to the Cabarrus County Planning and Zoning Department within 60 days of approval of the replacement program by the Soil and Water Conservation District staff. Two other reports may be required at 120 and 180 days if the program is not completed. The first two reports shall explain what work has been completed and any results as well as a time schedule for completion of the rest of the program. The final report shall document that the replacement program has been completed. The site shall be regularly inspected by the enforcement branch of the Cabarrus County Planning and Zoning Department and the Cabarrus Soil and Water Conservation District to assure activity and compliance. Any noncompliance shall be treated as a zoning violation and be subject to enforcement as described in Chapter Twelve of this Ordinance.

14. The minimum **building** setback, **also known as the no build buffer area**, for all buildings from the ~~buffer for waterbodies as classified and defined in Section 4-10-1~~ shall be at least 20 feet **from the established waterbody buffer**. ~~For waterbodies classified and defined in Section 4-10-2, the setback shall be a minimum of 10 feet from the buffer.~~ If there is a difference in the zoning ordinance setback and the no build buffer, the greater of the two shall apply. No buildings or structures shall be permitted in the no build buffer area. **Minimal land disturbance, including the clearing of underbrush, is allowed in the no build buffer.**
15. Where the Waterbody Buffer Zone or no build buffer impacts or is part of a lot, a note shall be placed on the plat or site plan and a restriction shall become part of the deed for the property stating that said property is subject to the Waterbody Buffer Zone.
- a. Land within a stream buffer shall not be used to meet the minimum area requirements for lots that are one acre or less.
 - b. If a lot is greater than one acre in area, except where lots are greater than one acre in area, the buffer area may be used to meet the minimum lot size requirements, however, at least 50 percent of the lot shall remain outside the stream buffer area.
16. Applicants and property owners are strongly encouraged to consider the dedication of property or easements subject to the Waterbody Buffer Zone to one of the following when appropriate:
- Property/Home Owners Association
 - Cabarrus Soil and Water Conservation District
 - A conservation organization

BE IT ALSO ORDAINED that the Cabarrus County Development Ordinance is hereby amended as follows:

RENUMBER AND REVISE the Table of Contents and page numbers in the Cabarrus County Development Ordinance to correspond to the text changes as needed.

Adopted this _____ day of _____, 2017 by the Cabarrus County Board of Commissioners.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at October 16, 2017 Meeting

SUBJECT:

Planning and Development - Proposed Text Amendment to Zoning Ordinance, Chapter 3 (TEXT2017-00009)

BRIEF SUMMARY:

Attached is the proposed changes to Chapter 3, Establishment of Zones. The proposed changes are related to temporary signs. The changes remove line items from the permitted based on standards use lists in the text, as well as the permitted use table, and directs the reader to Chapter 11 where temporary sign information is now located.

The Planning and Zoning Commission voted unanimously (9-0) at their September 12, 2017 meeting to forward the proposed amendment to the Board of Commissioners for final consideration.

The Board of Commissioners will need to hold a public hearing to receive public input on the proposed amendment.

REQUESTED ACTION:

Hold a public hearing.

Motion to adopt the proposed Text Amendment to Zoning Ordinance, Chapter 3 (TEXT2017-00009).

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris, AICP, CFM, CZO
Planning and Zoning Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**ATTACHMENTS**

☐ [ordinance for chapter 3](#)

**AN ORDINANCE AMENDING THE CABARRUS COUNTY DEVELOPMENT ORDINANCE
TEXT2017-00009**

BE IT ORDAINED that the Cabarrus Development Ordinance is hereby amended as follows:

AMEND CHAPTER 3, ESTABLISHMENT OF ZONES

REMOVE the following line items as permitted based on standards uses for all zoning districts where listed in the text of Chapter 3

- For Profit Temporary Sign
- Temporary Agricultural Sign, Seasonal Sales on Site
- Temporary Construction Sign

REMOVE the following line items from Chapter 3, Section 3-8 TABLE OF PERMITTED USES, Temporary Uses

- For Profit Temporary Sign, PBS Refer to Text
- Temporary Agricultural Sign, Seasonal Sales on Site, PBS, Active Agriculture Sites, Refer to Text
- Temporary Construction Sign, PBS, Active Construction Sites, Refer to Text

ADD the following to Chapter 3, Section 3-8 TABLE OF PERMITTED USES, Temporary Uses as a new line item

- Temporary Signs, See Chapter Eleven, Signage, for Regulations

BE IT ALSO ORDAINED that the Cabarrus County Development Ordinance is hereby amended as follows:

RENUMBER AND REVISE the Table of Contents and page numbers in the Cabarrus County Development Ordinance to correspond to the text changes as needed.

Adopted this _____ day of _____, 2017 by the Cabarrus County Board of Commissioners.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at October 16, 2017 Meeting

SUBJECT:

Solid Waste - Ordinance Acknowledging Solid Waste Collection and Disposal Franchise Agreement with Republic Services of Charlotte and Awarding of Franchise Agreement to Republic Services of Charlotte - First Reading

BRIEF SUMMARY:

The current Solid Waste Collection and Disposal Franchise Agreement expires on December 31, 2017. An informal Request for Proposal was sent to five residential waste service providers. Based on the review and evaluation of the proposals, staff recommended at the July, 2017 Board of Commissioner meeting to grant the Solid Waste Collection and Disposal Franchise Agreement to Republic Services of Charlotte. Staff will be available to discuss the franchise agreement and answer any questions.

REQUESTED ACTION:

Motion to adopt the ordinance acknowledging the Solid Waste Collection and Disposal Franchise Agreement with Republic Services of Charlotte, and awarding the Franchise Agreement to Republic Services of Charlotte through December 31, 2022.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kevin Grant, Sustainability Manager
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Franchise Agreement Ordinance](#)



**ORDINANCE GRANTING AN EXCLUSIVE SOLID WASTE MANAGEMENT
FRANCHISE TO BFI WASTE SERVICES, LLC, dba REPUBLIC SERVICES OF CHARLOTTE
FOR SOLID WASTE COLLECTION AND DISPOSAL**

BE IT ORDAINED by the Board of Commissioners of the County of Cabarrus in accordance with N.C.G.S. 160A, Article 20, N.C.G.S. 153A-46 and 153A-136 N.C.G.S. 160A, Article 16, N.C.G.S. 130A, Article 11 of the North Carolina General Statutes and all other applicable state and local law and ordinances and upon application of BFI Waste Services, LLC dba Republic Services of Charlotte for Solid Waste Collection and Disposal Services, is hereby granted an exclusive solid waste management franchise to operate within Cabarrus County strictly subject to the terms and conditions set forth in:

BE IT FURTHER ORDAINED that the franchise shall be effective and is granted for a period of five (5) years beginning January 1, 2018, and expiring December 31, 2022 upon final adoption after two readings.

Approved and adopted in consecutive regular meetings of the Cabarrus County Board of Commissioners on October 16, 2017 and November 20, 2017.

Stephen M. Morris, Chairman
Board of Commissioners

ATTEST:

Terri Lea Hugie, Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**OCTOBER 16, 2017
6:30 P.M.**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

BOY SCOUT TROOP 59
NEW GILEAD REFORMED CHURCH

INVOCATION

REVEREND KEVIN MCGILL
ROCK HILL AME ZION CHURCH

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - Recognition of North Carolina Senior Games State Finals Participants
2. Active Living and Parks - Recognition of Older Americans Month Celebration Award
3. Active Living and Parks - North Carolina Senior Games State Finals Pickleball Week Proclamation

4. BOC - Red Ribbon Week 2017 Proclamation
5. BOC - Veterans Day Proclamation
6. DHS - National Family Caregivers Month Proclamation
7. Planning and Development - Weatherization Day Proclamation

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

E. OLD BUSINESS

F. CONSENT AGENDA

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

1. County Manager - Request Funding for Local Positions Based on the State Salary Match
2. Planning and Development - HOME Program Project Ordinance and Budget Amendment
3. Planning and Development (Soil and Water Conservation District Board) - Applications for Farmland Preservation Grants
4. Tax Administration - Refund and Release Reports - September 2017

G. NEW BUSINESS

1. Economic Development Investment - Project Secure - Public Hearing 6:30 P.M.
2. DHS - FY19 5311 Community Transportation Grant - Public Hearing 6:30 P.M.
3. DHS - FY19 5307 Urbanized Area Funding - Public Hearing 6:30 P.M.
4. Planning and Development - Proposed Text Amendment to Zoning Ordinance Chapter 4 (TEXT2017-00007) - Public Hearing 6:30 P.M.
5. Planning and Development - Proposed Text Amendment to Zoning Ordinance, Chapter 3 (TEXT2017-00009) - Public Hearing 6:30 P.M.
6. Infrastructure and Asset Management - Cabarrus County Parking Deck Construction Bid Award
7. Solid Waste - Ordinance Acknowledging Solid Waste Collection and Disposal Franchise Agreement with Republic Services of Charlotte and Awarding of Franchise Agreement to Republic Services of Charlotte - First Reading

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments and Removals - Juvenile Crime Prevention Council (JCPC)

I. REPORTS

1. Active Living and Parks Department - FY16-17 Annual Report
2. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
3. County Manager - Monthly Building Activity Reports
4. County Manager - Monthly New Development Report
5. EDC - September 2017 Monthly Summary Report
6. Finance - Monthly Financial Update
7. FY18 Rural Operating Assistance Program (ROAP) Report
8. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

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

Scheduled Meetings:

October 2	Work Session	4:00 p.m.	Multipurpose Room
October 16	Regular Meeting	6:30 p.m.	BOC Meeting Room
November 6	Work Session	4:00 p.m.	Multipurpose Room
November 20	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

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

Channel 22 Broadcast Schedule
Cabarrus County Board of Commissioners' Meetings

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

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



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

OCTOBER 2, 2017
4:00 P.M.

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation, Economic Development and Personnel Matters

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation, economic development and personnel matters as authorized by NCGS 143-318.11(a)(3), (4) and (6).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation, economic development and personnel matters as authorized by NCGS 143-318.11(a)(3), (4) and (6).

EXPECTED LENGTH OF PRESENTATION:

1 Hour

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
OCTOBER 2, 2017**

SUPPLEMENTAL INFORMATION:

Discussion Items for Action at October 16, 2017 Meeting

- 4-8 Solid Waste – Ordinance Acknowledging Solid Waste Collection and Disposal Franchise Agreement with Republic Services of Charlotte and Awarding of Franchise Agreement to Republic Services of Charlotte Pg. 60**
- **Draft Agreement**

Solid Waste Collection and Disposal Exclusive Franchise Agreement

THIS EXCLUSIVE FRANCHISE AGREEMENT (the "Contract"), is made and entered into this ____ day of _____, 20__, by and between Cabarrus County, North Carolina (the "County"), and BFI Waste Services, LLC, a Delaware corporation, qualified to do and actually doing business in the State of North Carolina, doing business as Republic Services of Charlotte (called "Contractor").

WITNESSED, THAT in consideration of the covenants and agreements contained in this Contract, to be performed by the parties and of the payments agreed to be made, the parties agree as follows:

1. Except for the current services provided by the County at its C&D landfill, the Contractor is hereby granted the sole and exclusive solid waste collection and disposal franchise, license and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect and dispose of waste materials during term of this Contract.
2. The Contract Documents shall include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
 - a. **Exhibit A - General Specifications**
 - b. **Exhibit B - Insurance Requirements**
 - c. **Exhibit C - Contractor's Proposal/Pricing**
 - d. **Exhibit D - Contractor's Performance Bond**
 - e. **Exhibit E - Contract Contact Information**
 - f. **This Instrument**
 - g. **Any addenda or changes to the foregoing documents agreed to by the parties hereto.**
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from January 1, 2018 (the "Effective Date") until December 31, 2022.
5. At the mutual option of the County and Contractor, this Contract may be extended for up to two, five-year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the County and the Contractor. Absent the timely written request from either party and the timely written response from the other party agreeing to extend the term of this Contract and agreement on any Contract changes, the Contract shall terminate on

its scheduled expiration date. It is understood that unless and until such renewal agreement is in place that Landfill space at BFI Waste Services Landfill is not guaranteed beyond the initial five (5) year term.

(Signatures on following page)

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

WITNESSES: County of Cabarrus

BY: _____, Cabarrus County, NC

APPROVED BY COUNTY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Finance Director

WITNESSES: Contractor: BFI Waste Services, LLC

Debbie Sneyd

BY: Drew Isenhour
Drew Isenhour, Area President

EXHIBIT A
GENERAL SPECIFICATIONS

1. DEFINITIONS

1.1 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

1.2 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected County Facilities and Large Commercial and Industrial Units.

1.3 Bulky Waste – Furniture, mattresses, stoves, refrigerators (with all CFC removed), water tanks, washing machines, and other similar items unsuitable for containerization, limited to 2(two) cubic yards. Excluding materials of Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

1.4 City – Shall mean the City of Kannapolis including those portions of the City within Cabarrus County and Rowan County, North Carolina

1.5 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs. The Contractor shall provide containers to customers for the collection service, including replacement containers for those that are lost or stolen.

1.6 Container for Recycling – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs. The Contractor shall provide containers to customers for the collection service, including replacement containers for those that are lost or stolen.

1.7 Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

1.8 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, County Facility or Large Commercial and Industrial Unit.

1.9 County – County of Cabarrus, North Carolina.

1.10 Delinquent Account – any account that reaches ninety (90) days past due in payment.

1.11 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals. Recyclable Materials under this Agreement shall be processed by Sonoco Recycling, and/or other recycling facility agreed-upon by the parties.

1.12 Excluded Waste – Excluded Waste is all Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.

1.13 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.14 Hazardous Waste – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.15 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.16 Large Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of County that are not classified as a Residential Unit or County Facility.

1.17 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.18 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

1.19 County Facilities – Means only those specific County locations as set forth on Exhibits F and H of this Contract.

1.20 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.21 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.22 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.23 Recyclable Materials – The following items are classified as Recyclable Materials under this Contract:

- (a) Glass – Clean unbroken glass containers, bottles/jars.
- (b) Cans – Clean aluminum, tin/steel containers.
- (c) Newspaper – Clean, dry, unsoiled newspaper.
- (d) Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

1.24 Residential Unit – A dwelling within the un-incorporate areas of the County occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. An apartment or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.25 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.26 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.27 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.28 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;

(b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;

(c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");

(d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;

(e) Waste which may contain free liquids and requires liquid waste solidification;

(f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;

(g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.29 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.30 Towns – Shall mean the Town of Mount Pleasant, North Carolina, Town of Midland, North Carolina and Town of Harrisburg, North Carolina all of which are within the County.

1.31 Waste Material – All nonhazardous, Solid Waste (including Garbage, Rubbish, Bulky Waste, and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.32 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.33 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. The parties may agree during the Term of this Contract to include Yard Waste in the collection services.

2. SCOPE OF WORK

2.1 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all

Residential Units and other specified locations in accordance with the Contract Documents. Contractor will also collect Recyclable Materials from Cabarrus County facilities.

2.2 Disposal Services for Additional Municipalities. The County provides disposal service for the following additional municipalities: Kannapolis, Mount Pleasant, Midland, and Harrisburg, pursuant to inter-local agreements. Contractor agrees to provide such services for the County at the same disposal rates charged to the County. The County enters into this Agreement on its own behalf and on behalf of the City and each Town, pursuant to its authority under State statutes and laws and County ordinances and pursuant to its interlocal agreement with the City, and its interlocal agreement with each Town.

The Designated Disposal Site for this Agreement is CMS Landfill, 5105 Morehead Road, Concord, NC 28027 and Sonoco/ReCommunity 1007 Amble Drive, Charlotte, NC 28206.

2.3 Yard Waste. The Board may at any time require Contractor to provide curbside yard waste collection services to all residential customers receiving residential refuse collection service. If so required, Contractor will notify customers of applicable size restrictions, placement and other guidelines related to this service

2.4 Work Not Covered By Contract. The work under this Contract does not include:

- (a) the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- (b) the collection or disposal of Excluded Waste materials;
- (c) the collection or disposal of any Waste Materials or Recyclable Materials from Large Commercial and Industrial Units in the County.

2.5 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

2.6 Additional Work Separately Contracted at Contractor's Election with Residential Units and County Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and County Facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

3. GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled County roadways. Containers, Bags and Bundles shall be placed as close

to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

3.2 Hours of Operation. Collection of Waste Material shall not start before 6:00 A.M. or continue after 6:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the County and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Residential Unit and County Facility collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and County Facilities collection routes to the County at least two (2) weeks in advance of the commencement date for such route collection activity. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or County Facilities, provided such changes in routes or days of collection are submitted to the County at least two (2) weeks in advance of the commencement date for such changes. County shall promptly give notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week.

3.5 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within one business day after the complaint is received. Contractor shall maintain an up-to-date file listing of all complaints received and the action taken with respect thereto. Such reports are referenced under Section 4.8 Reporting Requirements. The County has final approval of the resolution of any customer dispute.

3.6 Collection Equipment. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

3.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the County. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days.

3.8 Hauling. All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

3.9 Disposal. All Waste Material, other than Recyclable Materials, collected within the County under this Contract shall be deposited at the Charlotte Motor Speedway landfill, an affiliate of Contractor.

3.10 Delivery. All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and County Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.

3.11 Notification. The County shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections. This information will be provided on the County's website that is not outlined in section 3.15.

3.12 Point of Contact. All dealing, contacts, etc., between the Contractor and the County shall be directed by the Contractor to the County's point of contact specified in the applicable Exhibit E and, by the County to the Contractor's General Manager or Operations Manager.

3.13 Litter or Spillage. The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter and property. If cleanup is not performed within twenty-four (24) hours of notice by the County, Contractor can be fined in an amount not to exceed two hundred fifty dollars (\$250.00) per day until the cleanup is complete.

3.14 Damage Claims Notification & Resolution. The Contractor shall immediately notify the County of any and all damage claims including hazardous material spills. Any and all damage claims shall be investigated within eight (8) working hours of notification by the County. The Contractor shall provide the County with a full explanation of the disposition of any complaint involving a Customer's claim of damage regarding private property as the result of actions of the Contractor's employees, agents, or subcontractors prior to the customer's next regularly scheduled service day. Damage claims shall be resolved within sixty (60) calendar days after submission of a damage claim report to the County. If repairs are unable to be completed within this period, the Contractor shall notify the County in writing prior to the resolution date. The notification shall specify a date when repairs will be completed. If the County, upon an independent investigation, finds that the Contractor has failed to complete the repairs in a timely manner, the County may take any action it deems necessary to make the customer whole and can recover such amount paid, including labor and equipment cost, from the Contractor. Notwithstanding anything herein to the contrary, Contractor shall be held responsible only for damages to the extent caused by the Contractor's negligence or willful misconduct.

3.15 Public Information. The Contractor shall notify all customers whenever there is a change of service, day(s) of collection, or procedures. Notice is to be in the form of printed matter distributed by the Contractor to all Residential Units served by the Contractor. The County must pre-approved all notices.

3.16 Backyard Services. The Contractor shall provide backyard services for those individuals who are unable to place its solid waste for collection in the usual manner due to severe physical

disability. New requests for backyard service are to be forwarded to the County for investigation. If approved for this service, the County will notify the Contractor on the next regularly scheduled collection day. If at any time during the year the Contractor or the County has reason to believe the service is no longer required, the County shall conduct an investigation to determine whether the service is to be continued or discontinued. The County shall notify the Contractor of the result of the investigation. Roll-out containers shall be carefully handled by the personnel and shall be thoroughly emptied and left at the premise where they are found, standing upright and with covers placed back on the roll-out container. This work shall be done in a sanitary manner and the Collector shall immediately pick up any waste spilled by the Collector. Contractor shall provide disabled service for qualified customers up to 1% of the residential units served at no additional cost.

4. BASIS OF PRICES AND METHOD OF PAYMENT

4.1 Waste Materials Collection and Disposal Rates.

The prices to be paid by the County for the collection and disposal of Waste Material from all County Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of specific County Facilities to which Contractor provided such services during each month of this Contract. Residential Units will establish an account billed by Contractor direct to the Customer. Collections from Residential Units will be processed by Contractor.

4.2 Recyclable Materials Collection and Disposal Rates

(a) County Facilities. The prices to be paid by the County for the collection and disposal of Recyclable Materials from all County Facilities shall be as shown on Exhibit C, Form 4, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific County Facilities to which Contractor provided such services during each month of this Contract. Residential Units will establish an account billed by Contractor direct to the Customer. Collections from Residential Units will be processed by Contractor.

(b) Disposal Costs. If any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable or is contaminated and not accepted at the recycling facility and must therefore be disposed of at a Disposal Site, the County shall pay any such disposal cost to the Contractor and/or shall eliminate that commodity from the Recyclables Materials program and this Contract. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Material.

(c) No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

4.3 Change in Law. Contractor may, upon consent of the County, increase the rates for services as a result of (i) any increases in taxes, fees and other governmental charges, and (ii) certain increases in costs incurred by Contractor due to (a) any third party or municipal disposal facility being used, (b) changes in local, state, or federal rules, ordinances or regulations, and/or (c) changes in taxes, fees or other governmental charges (other than income or real property taxes). Any of the foregoing cost increases shall be retroactive to the effective date of such increase or change in cost

4.4 Modification to Rates. Contractor shall increase the rates for service effective on each anniversary of the effective date of this Contract in an amount equal to 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"). Rates will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding. For example, if the CPI price increase is scheduled for July 1, 2018, and the latest CPI index available is the month of December, 2017 the CPI price increase percentage would be computed as the % change from:

The average CPI for the 12 months - January 2017 through December, 2017
against
The average CPI for the 12 months - January 2016 through December, 2016

Contractor shall provide thirty (30) days' advanced written notice of such increase.

4.5 Contractor to Act as Collector. A Customer shall initiate residential collection service by contacting the Contractor. The Contractor shall not deny collection service to a requesting customer. The Contractor shall be responsible for billing and collecting on all residential and special services. The Contractor shall use its customary billing and collection procedures and in accordance with customary business practices of the industry. Contractor may suspend service in the event of a delinquent account.

4.6 Franchise Fee. Contractor shall pay the County a fee in exchange for the exclusive rights granted in this Contract. The franchise fee shall be a flat \$30,000 paid annually on or before May 31.

4.7 Audit. The County may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the County under this Contract. Such audits shall be paid for by the County and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the County within ninety (90) days of any such audit request from the County.

4.8 Reporting Requirements. The Contractor shall be responsible for maintaining and submitting reports on a daily, monthly, and annual basis. The Contractor shall maintain and provide to the County throughout the entire term of the Contract a data base containing a complete file of service recipients coded by category to be determined by mutual agreement with the successful proposer. The Contractor shall provide all reports via electronic mail (e-mail) in a format approved by the County.

a. Monthly Reports. Monthly reports shall be transmitted to the County or its designee(s) no later than the 10th day of the month. Each monthly report shall consist of the following information for each collection service (refuse, recycling yard waste and debris removal items):

- i. Vehicle identification number w/corresponding landfill permit number;
- ii. Prior month's unserved location(s), complaint resolution including time of resolution
- iii. Monthly tonnage report by type Municipal Solid Waste (MSW) and Recycling tons collected

The formats and contents of the forms to this document shall be followed in all Contractor submittals to ensure that the County has parallel and comparable information on all collection areas, for preparation of County-wide reports. The formats of additional reports, and software used in preparing them, shall be at the direction of the County. The report shall include a cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information during the preceding month.

b. Annual Reports. The Contractor shall submit to the County an annual report covering the immediate preceding Contract year. The report shall include the following information and any other information required to satisfy NCDEQ's Solid Waste and Materials Management Annual Report:

- i. A collated summary of the information contained in the weekly and monthly reports, including reconciliation of any and/or adjustments from prior reports.
- ii. A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency and increase participation.
- iii. A description of all public information programs undertaken with audiences reached and media used.
- iv. Cost analysis annual report and current house count.

The report shall be due no later than thirty (30) calendar days after the twelfth month of each contract year. The obligation to submit an annual report shall survive the termination or expiration of the Contract. The Contractor shall submit an annual report for the final year of this agreement no later than thirty (30) calendar days after the end of each year of the Contract. The Contractor shall cooperate fully with providing information relevant to reporting requirements. Failure to comply with reporting requirements shall constitute a breach of the Contract.

5. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the County on the subject.

6. NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7. RISK ALLOCATION

7.1 Contractor. Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

7.2 County. County shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the County's negligence or acts of willful misconduct or those of its contractors or agents.

8. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the County and by the State.

9. FORCE MAJEURE

Except for County's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the County shall negotiate the payment to be made to the Contractor. Further, when the County and the Contractor reach such agreement, then the County shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

10. ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld.

11. EXCLUSIVE CONTRACT

Pursuant to this Contract; by adoption of the ordinance granting the franchise herein described and approving this Contract; pursuant to the authority granted by N.C.G.S. 160A, Article 20, N.C.G.S. 153A-46 and 153A-136, N.C.G.S. 160A, Article 16, N.C.G.S. 130A, Article 11, and all other applicable state and local law and ordinances; pursuant to the interlocal agreement between the County and the City; and pursuant to the interlocal agreements between the County and the Towns; this Contract is entered for the purposes of promoting the health and welfare of the citizens of Cabarrus County, the City, and the Towns, and is a long term contract for the collection and disposal of County solid waste as more particularly described below. This Contract grants to and confers upon Contractor the following rights and privileges:

- A. The long term contract, and the exclusive right and franchise, to collect solid waste from all residential units in the unincorporated areas of the County, except as otherwise provided herein or by applicable law,
- B. The long term contract, and the exclusive right and franchise, to serve as the exclusive municipal solid waste management facility for the County, to the fullest extent allowed by law, and the exclusive right and franchise to be designated as the exclusive municipal solid waste management facility for the disposal of all municipal solid waste generated from within the County, entitled to receive for disposal all such municipal solid waste to the extent the County can control its disposal, whether by ordinance, contract, or otherwise.
- C. The long term contract, and the exclusive right and franchise, to serve as the exclusive municipal solid waste management facility for the City and each of the Towns, to the fullest extent allowed by law, and the exclusive right and franchise to be designated as the exclusive

municipal solid waste management facility for the disposal of all municipal solid waste generated from within the City and each Town, entitled to receive for disposal all such residential municipal solid waste to the extent the County can control its disposal whether by ordinance, contract, or otherwise.

The County enters into this Contract on its own behalf and on behalf of the City and each Town, pursuant to its authority under the above described statutes, laws, and ordinances, and pursuant to its interlocal Agreement with the City, and its interlocal Agreement with each Town.

The grant of these rights is subject to the condition that Contractor comply with all requirements of the Contract.

12. TITLE; EXCLUDED WASTE

12.1 Title. Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.2 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the County and the County shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The County shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the County's providing all such reasonable assistance to Contractor, Contractor shall release County from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the County.

13. TERMINATION OF CONTRACT

13.1 Termination by the County. In the event of a failure by Contractor to perform any material provision of this Contract, the County shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. County may terminate this Contract after such cure period if Contractor has not corrected such breach to the satisfaction of the County and in accordance with this Contract and County so notifies Contractor in writing of such termination action. At such time, County shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, County, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this

Contract, following any such termination and the final payment from the County to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

13.2 Termination by Contractor. In the event of a failure by County to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the County along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if County has not adequately corrected such breach in accordance with this Contract and Contractor so notifies County in writing of such termination action. At such time, County shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the County to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

14. CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. County shall be liable for all loss or damage to such equipment at County Facilities (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). County Customer shall be liable for all loss or damage to such equipment at the Customer's homes (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). County and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. County shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the County or the County's, employees, agents, suppliers, or guests. Customer shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the Customer.

15. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification to the County provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the County's current territorial limits.

16. CONTRACTOR PERSONNEL

The Contractor's employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as uniform with name badges, name tags or identification cards and the company's name. The Contractor shall assure that employees serve the public in a courteous, helpful and impartial manner. All employees of the Contractor in both field and office shall refrain from belligerent behavior and/or profanity, to the extent that such behavior negatively impacts the provision of service to Customers, and others with whom the Contractor and its employees come into contact, during the performance of the Contract. Correction of any such behavior and language shall be the responsibility of the Contractor.

In the event a report is received alleging an employee(s) of the Contractor was wanton, discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, the Contractor shall submit a written report to the County with the complete details of the incident. Said report shall include the nature of the incident, time, date and location, and name, address and telephone number of the person alleging the violation. If an employee of the Contractor is the subject of repeated or egregious allegations of the type described above, the County may request that the employee be barred from further work for the Contractor in connection with the Contract. Upon the County's request, the Contractor shall, within ten days, comply with the County's request for the duration of the Contract Time.

Personnel shall make collection with as little noise and as little disturbance to the Customer as possible.

No employee shall disturb or otherwise interfere with property that is not connected to the proper execution of its duties. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants.

17. DISPUTE RESOLUTION PROCESS

To help resolve all disputes, it is understood that all questions arising as to the proper performance and the amount to be paid for under this Contract shall be decided by the County, subject to the right of the Contractor to appeal to the Board of County Commissioners whose decision shall be final provided, however, if a question of the law is involved, either party is entitled to have the dispute heard in a court of law.

18. MISCELLANEOUS TERMS

18.1 Damage to Property. Contractor shall not be responsible for any damages to County's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to County's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.

18.2 Affiliates. Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

18.3 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

18.4 No Guaranties or Liquidated Damages. Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by County.

18.5 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to County under this Contract.

18.6 Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

18.7 Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal 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 Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

18.8 No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

18.9 Governing Law. This Contract shall be interpreted and governed by the laws of the state of North Carolina. The County and Contractor agree that the law of the State of North Carolina shall govern the rights, obligations, duties and liabilities of the parties to the Contract and shall govern the interpretation of the Contract. Any litigation arising from or out of the Contract shall be brought exclusively in the Superior Court of Cabarrus County.

18.10 Entire Agreement. This Contract sets forth the entire Agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

18.11 Attorneys' Fees. If any litigation is commenced under this Contract, 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.

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EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as set forth in the attached Certificate of Insurance

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by County. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon County's request, Contractor shall furnish County with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the County; (ii) shall show County as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of County (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of County. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of County herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 6

DATE (MM/DD/YYYY)
06/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): FAX (A/C No.Ext): E-MAIL ADDRESS: certificate@ccmsi.com														
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Co.</td><td>22667</td></tr><tr><td>INSURER B: Indemnity Insurance Company of NA</td><td>43575</td></tr><tr><td>INSURER C: ACE Fire Underwriters</td><td>20702</td></tr><tr><td>INSURER D: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Co.	22667	INSURER B: Indemnity Insurance Company of NA	43575	INSURER C: ACE Fire Underwriters	20702	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER D: Illinois Union Insurance Company	27960														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 1207250****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27867789	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H0906073A	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C64412917 - AOS WLR C64412905 - CA/MA/OR SCF C64412929 - WI WCU C64412899 - OH XS TNS C49166436 - TX NSXS	06/30/2017 06/30/2017 06/30/2017 06/30/2017 06/30/2017	06/30/2018 06/30/2018 06/30/2018 06/30/2018 06/30/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4742 - Named Insured Includes: Allied Services, LLC - Dba: Allied Waste Services of Fort Mill - Republic Services of Charlotte

CERTIFICATE HOLDERCABARRUS COUNTY
PO BOX 707
CONCORD, NC 28026
United States**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 6

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C64412917 and stop gap coverage for OH is covered under policy no. WCU C64412899, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C49166436) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

1

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.			Endorsement Number 21
Policy Symbol ISA	Policy Number H0908073A	Policy Period 06/30/2017 TO 06/30/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

POLICY NUMBER: HDO G27867789

Endorsement Number: 252²⁶COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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POLICY NUMBER: HDO G27867789

20
Endorsement Number: 220COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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Page 1 of 1

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 55
Policy Symbol HDO	Policy Number G27867789	Policy Period 06/30/2017 TO 06/30/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date.
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

Cost Proposal Form 1-4 on Following Pages

COST PROPOSAL

FORM 1

RESIDENTIAL COLLECTION, DISPOSAL- TRASH, BULKY WASTE, RECYCLING AND YARD WASTE SERVICES

- A. The Rate Per Residence Per Month for Provision of Residential Trash and Bulky Waste Collection and Disposal Services (Once per Week Utilizing 96 gallon roll-out carts)

Monthly Cost Per Resident \$ 14.83

- B. The Rate Per Residence Per Month for Provision of Curbside Recyclables Collection Services (Every Other Week Utilizing 96 gallon roll-out carts)

Monthly Cost Per Resident \$ 3.22

- C. The Rate Per Residence Per Month for Provision of Curbside Yard waste Collection Services (Utilizing 96 Gallon roll-out carts)

Monthly Cost Per Resident \$ 5.85



COST PROPOSAL

FORM 2

RESIDENTIAL SOLID WASTE DISPOSAL RATE FOR CABARRUS COUNTY AND THE MUNICIPALITIES OF KANNAPOLIS, MOUNT PLEASANT, MIDLAND AND HARRISBURG

A. The Rate Per Ton for Disposal of Solid Waste at the Proposer's Designated Disposal Site

\$ 37.00*

* + the NC Disposal Tax \$2.00 per ton

Disposal Rate will be effective 7/1/18.



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COST PROPOSAL

FORM 3

DISPOSAL RATE FOR MUNICIPAL SOLID WASTE COLLECTED AT CABARRUS
COUNTY C&D LANDFILL AND RENTAL FEES FOR 40 CUBIC YARD ROLL OFF
CONTAINERS USED FOR MUNICIPAL SOLID WASTE LOCATED AT CABARRUS
COUNTY C&D LANDFILL

**A. The Rate Per Ton for Disposal of Solid Waste at the
Proposer's Designated Disposal Site**

\$ 37.00*
*+ the NC Disposal Tax \$2.00 per ton

B. Rental Fees for 40 Cubic Yard Roll Off Containers

\$ 0 (zero) per Container

Disposal Rate will be effective 7/1/18.



COST PROPOSAL

FORM 4

**Monthly collection and disposal of recyclable materials at the following
Cabarrus County facilities**

Cabarrus County Health Alliance – 300 Mooresville Rd, Kannapolis 28081
Kannapolis Library – 850 Mountain Street, Kannapolis 28081
Human Services Center – 1303 S. Cannon Blvd, Kannapolis 28081
Mt Pleasant Senior Center – 8615 Park Drive, Mt Pleasant 28124
Harrisburg Library – 201 Sims Parkway, Harrisburg 28075
Infrastructure & Asset Mgmt Building – 242 General Services Dr, Concord 28025
Fleet Building – 243 Betsy Carpenter Place, Concord 28025
Animal Shelter – 244 Betsy Carpenter Place, Concord 28025
Concord Senior Center – 331 Corban Avenue, Concord 28025
Sheriff's Administration Building – 30 Corban Avenue Concord 28025
Governmental Center – 65 Church Street SE 28025
Courthouse – 77 Union Street, Concord 28025
Concord Library – 27 Union Street N, Concord 28025
Board of Elections – 369 Church Street N, Concord 28025
Cooperative Extension Building – 715 Cabarrus Ave, Concord 28025
Cabarrus County School Administration – 4401 Old Airport Rd, Concord 28025
Vietnam Veterans Memorial Park – 760 Orphanage Rd, Concord 28027
Rob Wallace Park – 12900 Bethel School Road, Midland 28107

Monthly Cost

\$ 0 (zero)



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EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

To be provided by Contractor.

EXHIBIT E
Contract Contact Information

Cabarrus County Point of Contact:

Contract:

Name: _____
Address: _____
Phone: _____
Email: _____

Billing:

Name: _____
Address: _____
Phone: _____
Email: _____

Contractor Point of Contact:

Contract:

Name: Drew Tsenhour
Address: 1041 Red Ventures Dr, Fort Mill SC 29707
Phone: 828.695.2050
Email: dtsenhour@republicservices.com

Billing:

Name: Malinda Barkley
Address: 3358 Highway 51 North, Fort Mill SC 29715
Phone: 803.818.13903
Email: mbarkley@republicservices.com