

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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**1. CALL TO ORDER - CHAIRMAN**

**2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**

**3. DISCUSSION ITEMS - NO ACTION**

- 3.1. Infrastructure and Asset Management - Emergency Medical Services Headquarters Project Update Pg. 3
- 3.2. Innovation and Technology - Innovation Report Pg. 20

**4. DISCUSSION ITEMS FOR ACTION**

- 4.1. BOC - Appointments to Boards and Committees Pg. 22
- 4.2. County Manager - Cabarrus County Mortgage Assistance Program Revisions Pg. 24
- 4.3. County Manager - Intent to Pursue Public-Private Partnership for Library and Senior Center Pg. 30
- 4.4. County Manager - WSACC Sewer Service Agreement Pg. 32
- 4.5. DHS - Low-Income Energy Assistance (LIEAP) Additional Funding Pg. 50
- 4.6. EMS - Fee Increase for Dedicated Event Coverage Pg. 56
- 4.7. Finance - Needs-Based Public School Capital Fund Grant Application Pg. 60
- 4.8. Finance - Update Capital Project Fund Budget and Related Project Ordinance Pg. 72
- 4.9. Fire Marshal - Fire Study - Fire District Boundary Modifications Pg. 82
- 4.10. Infrastructure and Asset Management - Utility Easement Request at IAM Operations Center Pg. 109
- 4.11. Infrastructure and Asset Management - Request of Donation of Surplus Kitchen Equipment Pg. 116
- 4.12. Infrastructure and Asset Management - Temporary Easement for Building Adjacent to County Parking Garage Pg. 119
- 4.13. Infrastructure and Asset Management - Town of Midland and Cabarrus County Interlocal Agreement for Veterans Memorial at Rob Wallace Park Pg. 141
- 4.14. Library - Approval of Budget Amendment Pg. 146
- 4.15. Library - Updates to Policies Pg. 149

- 4.16. Planning and Development - Budget Amendment for Farmland Preservation Grant Pg. 170
- 4.17. Planning and Development - HOME American Rescue Plan (ARP) Project Proposal Pg. 176
- 4.18. Planning and Development - Request to Consider Changing the Name of Merrivee Drive to Miller Park Drive Pg. 179
- 4.19. Property and Liability Internal Service Fund - Sheriff Vehicle Replacement Pg. 190
- 4.20. Solid Waste - Ordinance Acknowledging the Renewal of the Solid Waste Collection and Disposal Franchise Agreement through December 31, 2027 - First Reading Pg. 193
- 4.21. Tax Administration - Advertisement of 2021 Delinquent Taxes Pg. 230
- 4.22. Tax Administration - Interlocal Agreement regarding Tax Collection for Town of Huntersville Pg. 233

## **5. APPROVAL OF REGULAR MEETING AGENDA**

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 239

## **6. ADJOURN**

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

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Emergency Medical Services Headquarters Project Update

**BRIEF SUMMARY:**

Staff will provide an update on the project.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▯ EMS HQ Pictorial Update for BOC

## EMS HQ Pictorial Update for BOC (02-07-22)

































# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
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### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

Innovation and Technology - Innovation Report

### **BRIEF SUMMARY:**

Presentation of innovation and technology services put into place by IT in collaboration with other departments and community stakeholders in alignment with the County's five strategic priorities.

1. Transparent and Accountable Government
2. Healthy and safe Community
3. A Thriving Economy
4. Culture and Recreation
5. Sustainable Growth and Development

### **REQUESTED ACTION:**

Receive report.

### **EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

### **SUBMITTED BY:**

Todd Shanley, Chief Information Officer

### **BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

BOC - Appointments to Boards and Committees

### **BRIEF SUMMARY:**

The following appointment to Boards and Committees are recommended for February:

#### Appointments - Agricultural Advisory Board

The terms for Agricultural Advisory Board members Thomas Barbee and Eddie Moose ended January 31, 2022. Both would like to serve another term. An exception to the length of service provision of the Appointment Policy will be needed for them.

Representative recommendations are Thomas Barbee and Eddie Moose.

#### Appointments - Cabarrus County Planning and Zoning Commission

Staff respectfully requests that the Board of Commissioners consider appointing Mr. Kevin Crutchfield to fill the vacant Midland Planning Area position vacated in June of 2021.

Representative recommendation is Kevin Crutchfield.

#### Appointments and Removals - Home and Community Care Block Grant Advisory Committee

The Home and Community Care Block Grant Advisory Committee had 3 members whose terms expired on December 31, 2021. They are at-large members Betty Babb, Andrea Black, and Mary Whitman.

Ms. Black has agreed to serve another three-year term. Ms. Babb and Ms. Whitman have declined to serve another term on the committee. Millicent Malit submitted applications for appointment to the committee. Based on a vote by the committee, Ms. Malit is recommended to fill one of the vacancies.

Representative recommendations are Millicent Malit and Andrea Black.

**REQUESTED ACTION:**

Provide information.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Cabarrus County Mortgage Assistance Program Revisions

### **BRIEF SUMMARY:**

The Board approved up to \$5 million from the American Rescue Plan (ARP) State & Local Fiscal Recovery Funds to go toward providing mortgage assistance. The program, launched in October 2021, has received less than 30 applications and has not made any awards so far. Based on the status of the program, the following changes are being made:

1. Reduce funding available to provide mortgage assistance from \$5,000,000 to \$675,000 with the balance reallocated to other county priorities. Further reductions could be necessary if interest does not increase.
2. Reduce the maximum award amount from \$35,000 to \$7,000 per homeowner.
3. Given the significantly reduced maximum award amount, eliminate the loan forgiveness provision that treated any award as an interest-free loan, subject to repayment, over a 10-year period.
4. Based on the final rule, expand income eligibility from 80 percent of area median income (AMI) to 300 percent.

### **REQUESTED ACTION:**

Motion to approve the budget amendment and project ordinance.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Rodney Harris, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- ▣ Budget Amendment
- ▣ Project Ordinance

### Budget Revision/Amendment Request

Date: 2/21/2022

Amount: 5,041,500.00

Dept. Head: Wendi Heglar

Department: Finance

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

To reallocate American Rescue Plan funds budgeted for mortgage assistance.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
440	9	1925 9397 ARP	Miscellaneous	1,161,899	5,041,500	-	6,203,399
440	9	1925 974914 ARP60	Non-Profit Mortgage Assistance	5,354,265	-	4,679,265	675,000
440	9	1926 974914 ARP61	Non-Profit Mortgage Assistance Admin	437,235		362,235	75,000

#### Budget Officer

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### County Manager

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Board of Commissioners

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CABARRUS COUNTY CARES RELIEF FUNDS – SPECIAL REVENUE PROJECT ORDINANCE

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

## Section I.

- A. The project authorized is for the purpose of receiving and disbursing funds as directed by CARES Act funding and the US Department of State Treasury and Emergency Rental Assistance Program (ERAP) funding and the US Department of State Treasury.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP), the grant terms, the rules and regulations of the US Department of State Treasury and the budget contained herein.
- C. It is estimated that the following revenues will be available to fund COVID 19 and Emergency Rental Assistance expenditures:

CARES Act Relief Funds	\$7,972,670
American Rescue Plan	42,043,458
Interest Income	3,499
Emergency Rental Assistance (ERA21)	11,494,069
Emergency Rental Assistance Second Allocation (ERA22)	5,165,710
<b>TOTAL REVENUES</b>	<b>\$66,679,406</b>

- D. The following appropriations are made for expenditures related to COVID19 and
  - Salaries and Benefits (CARES) \$3,581,275
  - Other Public Health Expenditures (CARES) 2,415,010
  - Municipal Distribution (CARES) 1,979,884
  - Administration (ERA21) 652,851
  - Emergency Rental Assistance (ERA21) 10,841,218
  - Administration (ERA22) 516,571
  - Emergency Rental Assistance Second Allocation (ERA22) 4,649,139
  - Salaries and Benefits (ARP) 400,000
  - Other Public Health Expenditures (ARP) 3,275,000
  - Aid to Nonprofits 30,565,059
  - Purchased Services 1,600,000
  - Unallocated (ARP) 6,203,399

<b>TOTAL EXPENDITURES</b>	<b>\$66,679,406</b>
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<b>GRAND TOTAL – REVENUES</b>	<b>\$66,679,406</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$66,679,406</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.

B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County 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.
4. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
5. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
6. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
7. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
8. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this grant project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a grant project, all unrestricted excess funds are transferred to the General Fund and the portion of the Grant Project associated with the project is closed.

Adopted this 21<sup>st</sup> day of February, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Intent to Pursue Public-Private Partnership for Library and Senior Center

### **BRIEF SUMMARY:**

The County has determined that it has a critical need for a capital improvement project, a new library and senior center facility in the western portion of the county; however, the County does not own or lease property in the area on which the facility can be constructed.

To accomplish the development and construction of the facility, the County desires to enter a public-private partnership with a developer ("Developer") under the terms of N.C. General Statutes Section 143-128.1C. The County expects that the Developer will own the property on which the facility will be located. The Library and the Developer will execute a development contract ("Development Contract"), pursuant to which Developer will be responsible for the development and construction of the facility (the "Project").

Following completion of the Project, and a one-year lease period, the County intends to purchase the Project.

County staff will post the Request for Qualifications for Development Services on Tuesday, February 8, 2022.

### **REQUESTED ACTION:**

Motion to Suspend the Rules of Procedure due to time constraints.

Motion to approve using the Public-Private Partnership delivery method to address the critical need for a library and senior center in the western portion of Cabarrus County.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Rodney Harris, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

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## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - WSACC Sewer Service Agreement

**BRIEF SUMMARY:**

The Bond Counsel for WSACC, Scott Leo, contacted Rich Koch about the need for all WSACC jurisdictions to adopt a Sewer Service Agreement. This Agreement needs to be in place as part of the financing process for the Rocky River Wastewater Treatment Plant expansion. The agreement recognizes WSACC's role as the wastewater treatment plan provider and operator for the member jurisdictions.

**REQUESTED ACTION:**

Motion to adopt the Sewer Service Agreement with the Water & Sewer Authority of Cabarrus County.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager  
Richard Koch, County Attorney

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▯ WSACC Sewer Service Agreement

## **WASTEWATER SERVICE AGREEMENT**

This Wastewater Service Agreement (this “Agreement”), made and entered into as of the later of the dates of execution hereof by and among the Water and Sewer Authority of Cabarrus County, a public body politic and corporate of the State of North Carolina (“WSACC”), the City of Concord, North Carolina, a municipal corporation (“Concord”), the City of Kannapolis, North Carolina, a municipal corporation (“Kannapolis”), the Town of Harrisburg, North Carolina, a municipal corporation (“Harrisburg”), the Town of Mt. Pleasant, North Carolina, a municipal corporation (“Mt. Pleasant”), and the County of Cabarrus, North Carolina, a political subdivision (“Cabarrus County”) provides that;

WHEREAS, WSACC was organized under the provisions of the North Carolina Water and Sewer Authorities Act, being Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended (the “Act”), by the governing bodies of Concord, Kannapolis, Harrisburg, Mt. Pleasant and Cabarrus County (collectively the “Member Jurisdictions”) for the purpose of acquiring, constructing, operating and maintaining certain water and sewer system facilities;

WHEREAS, WSACC is governed by a Board of Directors comprised of representatives from the governing bodies of each of the Member Jurisdictions, which are its organizing jurisdictions;

WHEREAS, WSACC is the primary planning agent for water and sewer facilities, provides wholesale wastewater transportation and treatment for the Member Jurisdictions, and provides reservoir management for some, or all, of the Member Jurisdictions and plans for the provision of wholesale water and may, when tasked by the Member Jurisdictions, provide retail water and sewer service;

WHEREAS, in furtherance of such purpose, among other things, WSACC currently owns, operates and maintains the Rocky River Regional Wastewater Treatment Plant and certain related property (the “RRRWWTP”), and the Muddy Creek Wastewater Treatment Plant and certain related property (the “MCWWTP”), owns and maintains 148 miles of interceptor sewer lines and five (5) wastewater pump stations that provide services for the Member Jurisdictions (the “Existing Wastewater Disposal Facilities”);

WHEREAS, it appears that it will be necessary for WSACC to expand or improve its facilities to provide additional capacity to the Member Jurisdictions and to issue revenue bonds to finance a portion of the cost thereof; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the “Interlocal Act”), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, the parties hereto desire to enter into this Agreement in accordance with the Interlocal Act to establish certain terms and conditions with respect to the operation and maintenance of the Existing Wastewater Disposal Facilities, the expansion or improvement thereof and the provision of other improvements, the financing thereof and certain other matters;

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

## **ARTICLE I**

### **Certain Responsibilities of WSACC**

Section 1.1 Operation and Maintenance of Sewer Facilities. WSACC shall operate and maintain the Existing Wastewater Disposal Facilities and any expansions or improvements thereof or other improvements for the collection, treatment or disposal of sewage which it owns or leases (collectively the “Sewer Facilities”) so as to provide reliable treatment of sewage delivered to it pursuant to this Agreement and by any other Member Jurisdiction or other person, as defined in Section 162A-2(6) of the Act, with whom WSACC enters into an agreement for the treatment of sewage by WSACC.

WSACC shall accept sewage for treatment from each Member Jurisdiction and person with whom it has agreed to do so at such points of delivery on the Sewer Facilities as shall be agreed to by WSACC and such Member Jurisdiction or other person. WSACC shall operate and maintain the Sewer Facilities as a part of its water and sewer system in an efficient and economical manner, making necessary or appropriate repairs, replacements, expansions and improvements, consistent with principles of sound financial and operational management, and otherwise as hereinafter provided. Such principles are currently described in Financial Goals & Guidelines adopted by WSACC on May 19, 2016, and are subject to amendment by WSACC.

In connection with repairing, replacing, expanding and improving the Sewer Facilities, WSACC shall maintain a long-term capital improvement program, which it shall periodically update and may otherwise amend. Such capital improvement program is currently described in Capital Improvement Program FY 21-22 and Five Planning Years, adopted by WSACC on April 15, 2021.

WSACC shall operate and maintain the Sewer Facilities in accordance with the provisions of the Sewer Use Ordinance for the Rocky River Regional Wastewater Treatment Plant adopted by WSACC on August 18, 1994, as it may be amended from time to time by WSACC to be consistent with applicable laws and regulations of the State of North Carolina (the “State”) and the United States of America and agencies thereof (the “Sewer Use Ordinance”).

WSACC shall also observe the provisions of each Pretreatment Agreement entered into by it and a Member Jurisdiction or other person pursuant to the Clean Water Act of 1977 and 40 CFR Section 403 of the Federal Regulations (collectively the “Pretreatment Agreements”) in operating and maintaining the Sewer Facilities.

In addition, WSACC shall observe the applicable provisions of the general trust indenture and series indenture under which WSACC will issue and secure its water and sewer system revenue bonds and notes (collectively the “Bond Indenture”) in operating and maintaining the Sewer Facilities and WSACC’s other facilities.

Section 1.2 Compliance with Applicable Law. WSACC shall comply with all National Pollutant Discharge Elimination System permit limits and conditions as well as all local, State or federal laws and regulations which are applicable to the operation, maintenance or use by it of the Sewer Facilities.

WSACC and the Member Jurisdictions each recognize that the services provided by WSACC under this Agreement are subject to governmental regulations and local, State and federal laws that change from time-to-time. This Agreement shall be read and interpreted in all cases to permit WSACC and the Member Jurisdictions to comply with applicable laws and regulations and the parties hereto agree to amend this Agreement if necessary to comply with such applicable laws and regulations.

Section 1.3 Revenues and Expenses. WSACC shall bill and collect revenues for sewage services, including sewage transportation and treatment services, provided by it to any Member Jurisdiction and other persons, including non-domestic surcharge customers. WSACC shall be responsible for paying all expenses incurred in connection with the operation and maintenance of the Sewer Facilities, except as may be otherwise provided herein or in any related agreement.

WSACC shall bill for its sewage services on the basis of rates, fees and charges established pursuant to Article III hereof and applicable provisions of the Sewer Use Ordinance, the Pretreatment Agreements and the Bond Indenture. In connection therewith, WSACC shall provide meters to determine and record on a continuing basis the quantities of sewage delivered by any Member Jurisdiction or other person. Meters will be calibrated by WSACC or its contractor for accuracy not less than quarterly. At the request of any Member Jurisdiction, WSACC shall test any meter for accuracy at any time; provided, however, that should such meter prove to be accurate within a range of plus or minus five percent (5%), the cost of the meter test shall be borne by the requesting Member Jurisdiction. In the event any meter shall fail to record correctly the flow of sewage for any period of time, WSACC shall estimate the amount of flow on the basis of prior experience or other reliable information.

WSACC shall collect revenues for its sewage services in accordance with its collection policies, which WSACC may amend from time to time in its discretion, and applicable provisions of the Sewer Use Ordinance, the Pretreatment Agreements and the Bond Indenture. The current collection policy of WSACC applicable to the Member Jurisdictions is described in WSACC’s current annual budget.

Section 1.4 Acceptance of Wastewater. WSACC recognizes that a Member Jurisdiction must obtain approval from the North Carolina Department of Environmental Quality (“NCDEQ”) of any proposed construction of new sewer lines, public or private, and that such approval can be granted only if WSACC can accept and treat the volume of sewage projected to be delivered through such lines. WSACC will adopt a policy in compliance with NCDEQ requirements as to accepting such sewage for treatment and provide a response to a Member Jurisdiction requesting

WSACC to treat such sewage in accordance with WSACC's Sewer Allocation and Commitment Policy, as it may be amended from time to time. WSACC will not accept sewage for treatment from any proposed sewer line unless the Sewer Facilities have sufficient capacity to treat such sewage.

Except as provided below, WSACC may enter into additional agreements to treat sewage as WSACC determines to be necessary or appropriate. Persons receiving service pursuant to such agreements will be billed for such service on an equitable basis as WSACC may determine, taking into account all users, and on the same basis as similar users, to the extent practicable.

Subject to the provisions of the Bond Indenture, WSACC shall seek to operate, maintain and develop such sewage disposal facilities as may be required under applicable law to meet the reasonable needs of each Member Jurisdiction or other person with whom it has agreed to treat sewage. WSACC will not intentionally impede the residential, commercial or industrial growth or development of any Member Jurisdiction by arbitrary or capricious discrimination against it in any expansion of its sewer system and, in the event that making sewage disposal facilities available to treat sewage from an area proposed to be annexed by a Member Jurisdiction is required by law as a condition to such annexation, WSACC will use its best efforts in good faith to provide such facilities or to assist such Member Jurisdiction to provide such facilities. In connection therewith, WSACC may agree to be responsible for such portion of the design, acquisition or construction of such facilities or other related work, the related costs, any related financing and such other matters as WSACC may determine to be appropriate. WSACC, however, reserves the right to limit the quantity of sewage accepted by it from any Member Jurisdiction or other person if such sewage, together with all other sewage accepted by WSACC, would, in the sole determination of WSACC, unreasonably burden the efficient operation of the Sewer Facilities. In all cases the provisions of this paragraph are subject to the Capacity Agreement, as defined in Section 4.12, and any similar agreement to be entered into by WSACC and the Member Jurisdictions.

WSACC will repair, replace, expand and improve the Sewer Facilities in accordance with its capital improvement program

Section 1.5 Charlotte Water. The Member Jurisdictions expressly acknowledge that WSACC has contractual capacity allocation obligations to Charlotte Water as set forth in that certain Water and Sewer Agreement between WSACC and Charlotte Water dated June 13, 1996, as amended, and that such obligations may affect the available capacity of the Sewer Facilities.

## **ARTICLE II**

### **Certain Responsibilities of Member Jurisdictions**

Section 2.1 Delivery of Wastewater. Except as provided below, each Member Jurisdiction shall deliver to WSACC all sewage collected by it through its sewer system and shall not provide for the disposal of sewage collected by it in any other manner. Each Member Jurisdiction shall be responsible for the acquisition, construction, operation, maintenance and financing of all sewers and other facilities for the collection and delivery of sewage to WSACC, except to the extent that WSACC expressly agrees to share such functions or their costs.

Each Member Jurisdiction will also notify WSACC in writing and, upon request, confer with representatives of WSACC before agreeing to accept the sewage of any other Member Jurisdiction or other public entity which additional sewage would have to be treated by WSACC.

If a Member Jurisdiction is advised by WSACC that WSACC is unable to accept additional sewage because of insufficient capacity of the Sewer Facilities, then such Member Jurisdiction shall not agree to accept or commit additional sewage until (a) such capacity is sufficiently increased by WSACC, (b) adequate alternative sewage disposal arrangements are made by WSACC, (c) the Member Jurisdiction is advised by WSACC that the Member Jurisdiction nevertheless may deliver additional sewage to WSACC or (d) the Member Jurisdiction provides for alternative sewage disposal arrangements as hereinafter provided and such arrangements are in effect.

Each Member Jurisdiction agrees that it will not acquire, construct, use or otherwise provide for any sewage disposal facilities other than those of WSACC except to the extent that:

(a) WSACC cannot meet or otherwise provide for the sewage disposal needs of the Member Jurisdiction, except for any temporary interruption of service, in which case the Member Jurisdiction may acquire, construct, use or otherwise provide for any sewage disposal facilities other than those of WSACC to the extent necessary to dispose of sewage collected by it which WSACC cannot dispose of or make other provision for, and the Member Jurisdiction shall otherwise continue to deliver sewage collected by it to WSACC as provided in this Agreement; or

(b) WSACC agrees to such alternative sewage disposal arrangement; or

(c) the Member Jurisdiction acquires, constructs or operates any sewage collection system in a drainage basin outside Cabarrus County which is not directly or indirectly tributary to the Rocky River and the Member Jurisdiction determines in good faith that it would not be cost-effective to deliver the related sewage to the Sewer Facilities of WSACC; or

(d) the Member Jurisdiction acquires or operates any existing sewage treatment facilities in circumstances where the Member Jurisdiction determines in good faith that it would not be cost-effective to provide sewers and other facilities to deliver the related sewage to the Sewer Facilities of WSACC or to the Member Jurisdiction's sewer system for treatment by WSACC and to close such sewage treatment facilities, in which case the Member Jurisdiction may own or operate such sewage treatment facilities until such time as it becomes cost-effective for the Member Jurisdiction to connect the part of its sewage collection system served by such sewage treatment facilities to the Sewer Facilities of WSACC or to the Member Jurisdiction's sewer system for treatment by WSACC and to close such sewage treatment facilities, provided that the National Pollutant Discharge Elimination System permit required in connection with the ownership or operation of such sewage treatment facilities shall be in the name of the Member Jurisdiction during the period of their ownership or operation by the Member Jurisdiction and that it will notify WSACC in writing of its intent to obtain such permit at least sixty (60) days in advance of submitting its application for such permit.

Section 2.2 Payment for Services. Each Member Jurisdiction shall pay promptly, when due, all rates, fees and charges of WSACC which are established pursuant to Article III hereof and

N.C. Gen. Stat. § 162A-200, *et seq.*, without limitation, and billed to it from time to time; provided, however, that such rates, fees and charges shall be payable solely from revenues received by each such Member Jurisdiction from the rates, fees and charges paid by the users of its water and/or sewer system and available to it for such purpose, including availability fees, connection fees or any other fees, and other system revenues or, if such sources are not sufficient therefor, any other moneys except moneys derived from any exercise of its taxing power.

Each Member Jurisdiction shall establish, bill and collect from the users of its water and/or sewer system such rates, fees and charges as are expected to be sufficient to enable it to make the payments to WSACC required under this Section. WSACC will notify each Member Jurisdiction by May 1 of each year and upon its request as to the estimated amounts necessary for such payments.

In the event that a Member Jurisdiction fails to pay any amount payable to WSACC under this Section within thirty (30) days after it is due, such Member Jurisdiction shall also pay to WSACC interest on such unpaid amount, which interest shall accrue at the rate then charged with respect to overdue taxes due to the State of North Carolina pursuant to Section 105-241.21 of the General Statutes of North Carolina, as amended, until such unpaid amount and the interest thereon have been paid in full.

Each Member Jurisdiction agrees that its obligations under this Section shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms hereof and without abatement or reduction, whether by offset or otherwise. Payment of all rates, fees and charges billed to it by WSACC shall be due notwithstanding any dispute as to the accuracy thereof or any temporary interruption of service in accordance with this Agreement.

WSACC will, by a lump sum payment within forty-five (45) days of determination, refund any rates, fees or charges or parts thereof that WSACC or a court of competent jurisdiction by final judgment determines were inaccurate or otherwise not entitled to be collected from a Member Jurisdiction. Rather than making a refund by a lump sum payment, WSACC and the Member Jurisdiction may agree that WSACC may make such refund in successive monthly installments over such period as they determine to be appropriate, not exceeding twenty-four (24) months from the last date a lump sum refund would have been due, together with interest on the unpaid amount thereof as they determine to be appropriate.

Section 2.3 Continuing Disclosure Obligations. In connection with the issuance by WSACC of bonds and notes to expand or improve its facilities to provide additional capacity to the Member Jurisdictions WSACC will provide certain information about the Member Jurisdictions and their utilities systems as part of disclosure for the issuance of those bonds and notes. In addition WSACC may be required to enter into a continuing disclosure undertaking to provide notice of certain material event and annual information about the Member Jurisdictions and their utilities systems. Each Member Jurisdiction agrees to provide such information as WSACC determines necessary to fulfill its obligations to provide material disclosure for the issuance of the bonds and notes and its continuing disclosure undertakings related to outstanding bonds and notes.

## **ARTICLE III**

### **Rates, Fees and Charges**

WSACC will establish rates, fees and charges for the use of and for the services provided or to be provided by it through the Sewer Facilities so that the revenues received by WSACC therefrom, together with any other available revenues or funds of its water and sewer system, will be sufficient at all times to pay the cost of operating, maintaining, repairing, replacing, expanding and improving the Sewer Facilities, to pay debt service on revenue notes or bonds of WSACC or debt service on other indebtedness incurred or assumed by WSACC in connection with the ownership or operation of the Sewer Facilities, and to provide reserves for such purposes, all as WSACC may determine to be necessary or appropriate. Such rates, fees, and charges will be in effect for each fiscal year in accordance with the annual budget ordinance adopted by the WSACC Board of Directors.

Such rates, fees and charges shall be subject to increase, decrease and revision in accordance with and pursuant to the Bond Indenture from time to time and without limitation to the extent that any such increase, decrease or revision shall be required in order to comply with the covenants of WSACC contained in the Bond Indenture with respect to the generation of revenues or receipts of WSACC and the rates, fees and charges to be levied by WSACC in order to comply with such covenants and further to the extent that such increase, decrease or revision shall be deemed necessary or appropriate by WSACC. In particular, such rates, fees and charges may be increased or revised by WSACC in accordance with the Bond Indenture to offset any decrease in the revenues or receipts of WSACC resulting from any failure by any Member Jurisdiction or other person to pay for its use of or for the services provided or to be provided to it through the Sewer Facilities. Notice of any proposed increase, decrease or revision of rates, fees or charges shall be provided to each Member Jurisdiction in writing not less than sixty (60) days prior to the proposed effective date of such increase, decrease or revision, unless such lesser time period is necessary to comply with the Bond Indenture.

## **ARTICLE IV**

### **Other Provisions**

Section 4.1 **Books and Records.** WSACC shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by a Member Jurisdiction through its duly authorized agents. WSACC shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each Member Jurisdiction.

Section 4.2 **Remedies and Limitations.** The parties hereto shall execute all instruments and take all such actions as are required and appropriate to effectuate this Agreement and the express intention or purpose hereof. If either party should breach this Agreement, then the other party may, at its election or discretion, enforce its rights in a civil action for specific performance or damages. Cancellation, termination or rescission of this Agreement shall not be a remedy for the parties hereunder. If any party should elect to waive any right or claim arising under this

Agreement, such waiver shall not be deemed a waiver of any other right or claim provided for herein.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. § 7A-38.1(c) except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cabarrus County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 4.3 Governing Law and Venue. This Agreement is entered into and is to be performed in the State of North Carolina. This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, North Carolina law, without reference to the conflict of laws principles thereof. The Parties further agree that the sole and exclusive venue of any action arising out of this Agreement shall be the state courts located in Cabarrus County, North Carolina.

Section 4.4 Binding Obligation. The parties represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals as are a condition precedent to their authority to execute this Agreement and that this Agreement constitutes a valid and binding obligation on their parts. Furthermore, in the event that for any reason the conditions precedent to a party's authority to execute this Agreement have not been accomplished in accordance with statutory requirements or other requirements, then the parties agree that they will undertake whatever actions are necessary to fulfill the conditions precedent so that this Agreement will be binding on both parties.

Section 4.5 Amendment or Supplement of Agreement. This Agreement may be amended or supplemented only by an agreement in writing executed in the same manner as this Agreement and approved by a vote of the majority of the members of each of the respective governing bodies of the Member Jurisdictions and WSACC. Subject to the provisions of the Bond Indenture, this Agreement may be amended or supplemented to provide for, among other matters, the transfer by a Member Jurisdiction to WSACC of additional responsibilities with respect to sewage or water services provided by a Member Jurisdiction and the undertaking of such responsibilities by WSACC as a part of its water and sewer system, which transfer may include a transfer of ownership of the related facilities.

Section 4.6 Costs. Each party will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby.

Section 4.7 Additional Agreements. The Bond Indenture will authorize the issuance of water and sewer system revenue notes and bonds of WSACC secured by the revenues of a combined water and sewer system of WSACC of which the Sewer Facilities are a part. Accordingly, any additional agreement to be entered into by WSACC and any Member Jurisdiction or other person for sewage service or water service to be provided to it by WSACC

through such system or some other use by it of such system shall also be subject to the applicable provisions of the Bond Indenture. Nothing herein will limit the ability of WSACC to amend the Bond Indenture at any time.

Section 4.8 Term of Agreement. This Agreement shall be in full force and effect from the later of the dates of execution hereof until June 30, 2057 and may be extended by agreement of the parties hereto.

Section 4.9 Limitation on Indebtedness. WSACC shall not incur or assume any indebtedness in connection with the ownership or operation of the Sewer Facilities the final maturity or installment of the principal of which is due after the term of this Agreement, including any extension hereof, or the term of any agreement approved by the parties hereto which replaces this Agreement.

Section 4.10 Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Agreement delivered by facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Agreement. This Agreement and related documents may be sent and stored by electronic means.

Section 4.11 Force Majeure. It shall not be considered a breach of this agreement and neither WSACC nor any Member Jurisdiction shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A “force majeure” is defined as any event arising from causes beyond the reasonable control of the WSACC or any Member Jurisdiction, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of WSACC or the Member Jurisdiction, including, without limitation, exhaustion of WSACC’s wastewater treatment capacity. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

Section 4.12 Supercedes prior Sewage Agreements. In 2000 and 2001, WSACC and each Member Jurisdiction entered into a Sewage Service Agreement (collectively, the “Sewage Service Agreements”) for the purposes of, without limitation, establishing certain terms and conditions regarding bulk wastewater transmission and treatment services provided by WSACC. This Agreement is intended to replace and supercede the prior Sewage Service Agreements.

Section 4.13 Interlocal Wastewater Capacity Agreement Controlling. WSACC and the Member Jurisdictions have entered into an Interlocal Wastewater Capacity Agreement dated [Date], 2021 (as may be amended from time to time, the “Capacity Agreement”). The parties hereto agree that nothing in this Agreement shall be deemed to modify, amend, or supplement the Capacity Agreement. To the extent the terms of the Capacity Agreement contradict or are inconsistent with a term of this Agreement, the terms and the intent of the Capacity Agreement will be deemed controlling.

Section 4.14 Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

Section 4.15 Transfer or Assignment. If any Member Jurisdiction wishes to assign or sell its rights or obligations under this Agreement, it must first obtain prior written approval from WSACC. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 4.16 Parties to Act Reasonably. Whenever this Agreement provides any right to or imposes any obligation upon a party, such party shall exercise such right or discharge such obligation in a reasonable manner, unless otherwise expressly provided herein.

Section 4.17 Time is of the Essence. Time is of the essence in this Interlocal Agreement.

Section 4.18 Notices. Notices may be given under this Agreement by U.S. Mail, overnight delivery, in-person delivery, electronically or by such other method as the parties may agree. Notices given under this Agreement to the Member Jurisdictions will be given to the Town Manager, City Manager or County Manager and Town Attorney, City Attorney or County Attorney, as applicable, and will be given to WSACC to its Executive Director and WSACC's attorney of record.

***IN WITNESS WHEREOF***, the Chair of the Board of Directors of WSACC, the Chair of the Board of Commissioners of Cabarrus County, the Mayor of Concord, the Mayor of Kannapolis, the Mayor of Harrisburg and the Mayor of Mt. Pleasant have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the respective Clerks have affixed the respective seals to this Interlocal Agreement.

**WATER AND SEWER AUTHORITY OF CABARRUS  
COUNTY**

[SEAL]

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
**Finance Officer  
Water and Sewer Authority of Cabarrus County**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT  
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE  
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE  
COUNTY OF CABARRUS]

COUNTY OF CABARRUS, NORTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
Chair

Attest:

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

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

\_\_\_\_\_  
**Finance Officer  
County of Cabarrus, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT  
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE  
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE  
COUNTY OF CABARRUS]

[SEAL]

**CITY OF CONCORD, NORTH CAROLINA**

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
**Finance Officer  
City of Concord, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT  
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE  
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE  
COUNTY OF CABARRUS]

**CITY OF KANNAPOLIS, NORTH CAROLINA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
**Finance Officer  
City of Kannapolis, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT  
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE  
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE  
COUNTY OF CABARRUS]

**TOWN OF HARRISBURG, NORTH CAROLINA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

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

\_\_\_\_\_  
**Finance Officer  
Town of Harrisburg, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT  
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE  
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE  
COUNTY OF CABARRUS]

**TOWN OF MT. PLEASANT, NORTH CAROLINA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

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

\_\_\_\_\_  
**Finance Officer  
Town of Mt. Pleasant, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT  
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE  
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE  
COUNTY OF CABARRUS]

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

DHS - Low-Income Energy Assistance (LIEAP) Additional Funding

**BRIEF SUMMARY:**

The Department of Human Services received a revised funding authorization from the Division of Federal Low Income Energy Assistance Funds for the Local program which increased the budget from \$667,099 to \$670,275.

**REQUESTED ACTION:**

Motion to approve the necessary budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lora Lipe, Economic Family Support Services Program Administrator

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- LIEAP Funding Authorization

▮ LIEAP Budget Amendment



## DIVISION OF SOCIAL SERVICES

### Low-Income Home Energy Assistance (LIEAP)

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds

**EFFECTIVE DATE:** 12/01/2021

**AUTHORIZATION NUMBER:** 2

#### ALLOCATION PERIOD

**FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS**

**FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS**

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	843,856.00	843,856.00	4,018.00	4,018.00	847,874.00	847,874.00
02	ALEXANDER	147,580.00	147,580.00	702.00	702.00	148,282.00	148,282.00
03	ALLEGHANY	61,908.00	61,908.00	295.00	295.00	62,203.00	62,203.00
04	ANSON	203,651.00	203,651.00	969.00	969.00	204,620.00	204,620.00
05	ASHE	141,304.00	141,304.00	673.00	673.00	141,977.00	141,977.00
06	AVERY	77,710.00	77,710.00	370.00	370.00	78,080.00	78,080.00
07	BEAUFORT	317,024.00	317,024.00	1,509.00	1,509.00	318,533.00	318,533.00
08	BERTIE	172,940.00	172,940.00	823.00	823.00	173,763.00	173,763.00
09	BLADEN	264,214.00	264,214.00	1,258.00	1,258.00	265,472.00	265,472.00
10	BRUNSWICK	522,187.00	522,187.00	2,487.00	2,487.00	524,674.00	524,674.00
11	BUNCOMBE	1,125,758.00	1,125,758.00	5,360.00	5,360.00	1,131,118.00	1,131,118.00
12	BURKE	501,523.00	501,523.00	2,388.00	2,388.00	503,911.00	503,911.00
13	CABARRUS	667,099.00	667,099.00	3,176.00	3,176.00	670,275.00	670,275.00
14	CALDWELL	399,670.00	399,670.00	1,903.00	1,903.00	401,573.00	401,573.00
15	CAMDEN	28,545.00	28,545.00	136.00	136.00	28,681.00	28,681.00
16	CARTERET	258,291.00	258,291.00	1,230.00	1,230.00	259,521.00	259,521.00
17	CASWELL	142,842.00	142,842.00	681.00	681.00	143,523.00	143,523.00
18	CATAWBA	739,722.00	739,722.00	3,522.00	3,522.00	743,244.00	743,244.00
19	CHATHAM	202,538.00	202,538.00	965.00	965.00	203,503.00	203,503.00
20	CHEROKEE	170,315.00	170,315.00	811.00	811.00	171,126.00	171,126.00
21	CHOWAN	100,111.00	100,111.00	476.00	476.00	100,587.00	100,587.00
22	CLAY	57,291.00	57,291.00	272.00	272.00	57,563.00	57,563.00
23	CLEVELAND	713,710.00	713,710.00	3,398.00	3,398.00	717,108.00	717,108.00
24	COLUMBUS	424,468.00	424,468.00	2,021.00	2,021.00	426,489.00	426,489.00
25	CRAVEN	474,670.00	474,670.00	2,260.00	2,260.00	476,930.00	476,930.00
26	CUMBERLAND	2,246,817.00	2,246,817.00	10,698.00	10,698.00	2,257,515.00	2,257,515.00
27	CURRITUCK	74,606.00	74,606.00	355.00	355.00	74,961.00	74,961.00
28	DARE	107,559.00	107,559.00	512.00	512.00	108,071.00	108,071.00
29	DAVIDSON	889,683.00	889,683.00	4,236.00	4,236.00	893,919.00	893,919.00
30	DAVIE	160,472.00	160,472.00	764.00	764.00	161,236.00	161,236.00
31	DUPLIN	328,964.00	328,964.00	1,566.00	1,566.00	330,530.00	330,530.00
32	DURHAM	1,443,093.00	1,443,093.00	6,871.00	6,871.00	1,449,964.00	1,449,964.00
33	EDGECOMBE	472,392.00	472,392.00	2,249.00	2,249.00	474,641.00	474,641.00
34	FORSYTH	1,942,501.00	1,942,501.00	9,249.00	9,249.00	1,951,750.00	1,951,750.00
35	FRANKLIN	295,823.00	295,823.00	1,409.00	1,409.00	297,232.00	297,232.00
36	GASTON	1,099,080.00	1,099,080.00	5,233.00	5,233.00	1,104,313.00	1,104,313.00
37	GATES	59,972.00	59,972.00	285.00	285.00	60,257.00	60,257.00
38	GRAHAM	49,077.00	49,077.00	234.00	234.00	49,311.00	49,311.00
39	GRANVILLE	280,913.00	280,913.00	1,337.00	1,337.00	282,250.00	282,250.00
40	GREENE	138,748.00	138,748.00	660.00	660.00	139,408.00	139,408.00
41	GUILFORD	2,998,964.00	2,998,964.00	14,279.00	14,279.00	3,013,243.00	3,013,243.00
42	HALIFAX	489,985.00	489,985.00	2,332.00	2,332.00	492,317.00	492,317.00
43	HARNETT	679,124.00	679,124.00	3,233.00	3,233.00	682,357.00	682,357.00
44	HAYWOOD	267,311.00	267,311.00	1,273.00	1,273.00	268,584.00	268,584.00
45	HENDERSON	396,375.00	396,375.00	1,888.00	1,888.00	398,263.00	398,263.00
46	HERTFORD	202,362.00	202,362.00	963.00	963.00	203,325.00	203,325.00
47	HOKE	327,534.00	327,534.00	1,559.00	1,559.00	329,093.00	329,093.00

**Low-Income Home Energy Assistance (LIEAP)**

**AUTHORIZATION NUMBER: 2**

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	33,904.00	33,904.00	161.00	161.00	34,065.00	34,065.00
49	IREDELL	481,964.00	481,964.00	2,295.00	2,295.00	484,259.00	484,259.00
50	JACKSON	212,664.00	212,664.00	1,012.00	1,012.00	213,676.00	213,676.00
51	JOHNSTON	892,674.00	892,674.00	4,250.00	4,250.00	896,924.00	896,924.00
52	JONES	69,072.00	69,072.00	328.00	328.00	69,400.00	69,400.00
53	LEE	311,363.00	311,363.00	1,483.00	1,483.00	312,846.00	312,846.00
54	LENOIR	479,652.00	479,652.00	2,284.00	2,284.00	481,936.00	481,936.00
55	LINCOLN	308,237.00	308,237.00	1,467.00	1,467.00	309,704.00	309,704.00
56	MACON	167,712.00	167,712.00	798.00	798.00	168,510.00	168,510.00
57	MADISON	107,291.00	107,291.00	510.00	510.00	107,801.00	107,801.00
58	MARTIN	174,136.00	174,136.00	829.00	829.00	174,965.00	174,965.00
59	MCDOWELL	252,872.00	252,872.00	1,204.00	1,204.00	254,076.00	254,076.00
60	MECKLENBURG	4,105,295.00	4,105,295.00	19,550.00	19,550.00	4,124,845.00	4,124,845.00
61	MITCHELL	80,655.00	80,655.00	384.00	384.00	81,039.00	81,039.00
62	MONTGOMERY	144,308.00	144,308.00	687.00	687.00	144,995.00	144,995.00
63	MOORE	376,601.00	376,601.00	1,793.00	1,793.00	378,394.00	378,394.00
64	NASH	558,016.00	558,016.00	2,657.00	2,657.00	560,673.00	560,673.00
65	NEW HANOVER	988,873.00	988,873.00	4,709.00	4,709.00	993,582.00	993,582.00
66	NORTHAMPTON	170,773.00	170,773.00	814.00	814.00	171,587.00	171,587.00
67	ONSLOW	740,515.00	740,515.00	3,525.00	3,525.00	744,040.00	744,040.00
68	ORANGE	517,764.00	517,764.00	2,466.00	2,466.00	520,230.00	520,230.00
69	PAMLICO	65,843.00	65,843.00	313.00	313.00	66,156.00	66,156.00
70	PASQUOTANK	233,456.00	233,456.00	1,112.00	1,112.00	234,568.00	234,568.00
71	PENDER	247,410.00	247,410.00	1,178.00	1,178.00	248,588.00	248,588.00
72	PERQUIMANS	75,540.00	75,540.00	359.00	359.00	75,899.00	75,899.00
73	PERSON	230,245.00	230,245.00	1,096.00	1,096.00	231,341.00	231,341.00
74	PITT	1,152,848.00	1,152,848.00	5,489.00	5,489.00	1,158,337.00	1,158,337.00
75	POLK	80,326.00	80,326.00	383.00	383.00	80,709.00	80,709.00
76	RANDOLPH	712,751.00	712,751.00	3,394.00	3,394.00	716,145.00	716,145.00
77	RICHMOND	446,437.00	446,437.00	2,126.00	2,126.00	448,563.00	448,563.00
78	ROBESON	1,415,821.00	1,415,821.00	6,741.00	6,741.00	1,422,562.00	1,422,562.00
79	ROCKINGHAM	579,714.00	579,714.00	2,760.00	2,760.00	582,474.00	582,474.00
80	ROWAN	704,802.00	704,802.00	3,355.00	3,355.00	708,157.00	708,157.00
81	RUTHERFORD	424,667.00	424,667.00	2,022.00	2,022.00	426,689.00	426,689.00
82	SAMPSON	394,365.00	394,365.00	1,878.00	1,878.00	396,243.00	396,243.00
83	SCOTLAND	346,303.00	346,303.00	1,649.00	1,649.00	347,952.00	347,952.00
84	STANLY	258,120.00	258,120.00	1,229.00	1,229.00	259,349.00	259,349.00
85	STOKES	202,807.00	202,807.00	965.00	965.00	203,772.00	203,772.00
86	SURRY	416,062.00	416,062.00	1,981.00	1,981.00	418,043.00	418,043.00
87	SWAIN	73,700.00	73,700.00	350.00	350.00	74,050.00	74,050.00
88	TRANSYLVANIA	144,336.00	144,336.00	688.00	688.00	145,024.00	145,024.00
89	TYRRELL	29,970.00	29,970.00	142.00	142.00	30,112.00	30,112.00
90	UNION	616,356.00	616,356.00	2,934.00	2,934.00	619,290.00	619,290.00
91	VANCE	378,339.00	378,339.00	1,802.00	1,802.00	380,141.00	380,141.00
92	WAKE	2,817,135.00	2,817,135.00	13,413.00	13,413.00	2,830,548.00	2,830,548.00
93	WARREN	154,418.00	154,418.00	735.00	735.00	155,153.00	155,153.00
94	WASHINGTON	100,945.00	100,945.00	481.00	481.00	101,426.00	101,426.00
95	WATAUGA	240,950.00	240,950.00	1,147.00	1,147.00	242,097.00	242,097.00
96	WAYNE	804,980.00	804,980.00	3,832.00	3,832.00	808,812.00	808,812.00
97	WILKES	383,131.00	383,131.00	1,824.00	1,824.00	384,955.00	384,955.00
98	WILSON	598,036.00	598,036.00	2,847.00	2,847.00	600,883.00	600,883.00
99	YADKIN	168,339.00	168,339.00	802.00	802.00	169,141.00	169,141.00
100	YANCEY	99,242.00	99,242.00	473.00	473.00	99,715.00	99,715.00
	Total	\$ 49,482,017.00	\$ 49,482,017.00	\$ 235,594.00	\$ 235,594.00	\$ 49,717,611.00	\$ 49,717,611.00

**Low-Income Home Energy Assistance (LIEAP)      AUTHORIZATION NUMBER: 2**

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds Block Grant

**CFDA Number:** 93.568

**CFDA Name:** Low-Income Home Energy Assistance

**Award Name:** Low-Income Home Energy Assistance

**Award Number:** 21B1NCLIEA & 22B1NCLIEA

**Award Date:** FFY 2021 & 2022

**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:** This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law.

These funds cannot be spent until after December 1, 2021.

**XS411 Heading:** LIHEAP

**Tracked on XS411:** Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NC GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.**

**AUTHORIZED SIGNATURE**



**DATE:**

**December 3, 2021**

## Budget Revision/Amendment Request

Date: 2/21/2022

Amount: 3,176.00

Dept. Head: Karen Calhoun

Department: DHS

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

DHS received a second funding allocation for the Low-Income Home Energy Assistance Program (LIEAP) in the amount of \$3,176.00. A supplemental budget amendment is needed to include this fund to match the total approved allocation of \$670,275.00. This funding is 100% Federal. County share is not required.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	5615-946001-352-1	Low Income Energy Asst Program	667,099.00	3,176.00		670,275.00
001	6	5615-6204-352-1	Social Service Admin Reimbursement	620,297.00	3,176.00		623,473.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

**Total** 0.00

### Budget Officer

☐ Approved

☐ Denied

### County Manager

☐ Approved

☐ Denied

### Board of Commissioners

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

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Signature

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Signature

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Date

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Date

\_\_\_\_\_  
Date

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

EMS - Fee Increase for Dedicated Event Coverage

**BRIEF SUMMARY:**

A purposed fee increase for EMS dedicated event coverage is requested. The current fee schedule was implemented in September 2015. We are purposing to increase the fees for per hour coverage; Staffed Paramedic Ambulance is currently \$82.00 per hour, purposed increase to \$125.00. Current fee for an EMS Administrator (Large events) in \$28.00 per hour, purposed increase to \$50.00 per hour.

**REQUESTED ACTION:**

Motion to approve the purposed fee increase, effective as of March 1, 2022.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Jimmy Lentz, EMS Director

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- 900.6 Special Event Coverage charges.

Title	<b>Special Event Charges</b>	
Section	<b>Support Services</b>	
Policy No.	<b>900.6</b>	
Procedure	<b>N/A</b>	
Modified	<b>09/10/2021, (Implemented 09/22/2015)</b>	Chief: <b>Jimmy Lentz</b>
<hr/>		
900.6.1	Cabarrus Arena events (Cabarrus County related activities): No charge. Crews will be compensated with standard EMS pay system.	
900.6.2	Charity and public relations events: No charge if resource need is minimal and staff are available. Crews will be compensated with standard EMS pay system. Attempt will be made to first utilize on-duty resources.	
900.6.3	Charlotte Motor Speedway major race events (NHRA, NASCAR): No charge for the level of staffing determined to be adequate by EMS administration as this is considered an extraordinary event that will result in substantial EMS call volume. Placing resources on site will reduce response time, minimize impact to County, and improve outcomes. Crews will be compensated with standard EMS pay system.	
900.6.4	Track medic services (NHRA, NASCAR): No charge for the level of staffing determined to be adequate by EMS administration as this is considered an event requiring a special paramedic skills set with high local and national visibility (often televised). Crews will be compensated with standard EMS pay system.	
900.6.5	Major community events with impact on national security, response times, or resource availability: Coverage, cost, and compensation needs will be evaluated and determined at time of event. Crews will be compensated with standard EMS pay system.	
900.6.6	For-profit special events, track rentals, athletic events, and non-county related arena events: Crews will be compensated with standard EMS pay system. The event will be charged current EMS Unit hour cost. The present cost/charge is \$82 per hour (two EMS technicians, equipment, and unit). Events requiring medics only will be assessed \$28/hour charge per medic.	

900.6.7 Criteria for event coverage (personnel and equipment)

- Persons must be approved to function in Senior Paramedic capacity or above
- Equipment will be provided by EMS
- Medics will function under Cabarrus County System Protocol and Medical Direction
- Scheduling will be handled by EMS Deputy Chief – Operations (or designee)
- Staffing level will be determined by the EMS Deputy Chief - Operations
- EMS Deputy Chief - Operations must review all events covered and compensated in this manner

\*\*\* Organizations and individuals requesting special event medical coverage should complete a coverage request at <https://cabarruscounty.us/resources/schedule-ems-dedicated-event-coverage>

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Finance - Needs-Based Public School Capital Fund Grant Application

### **BRIEF SUMMARY:**

The Needs-Based Public School Capital Fund (NBPSCF) was established in 2017 to assist low wealth counties with their critical public school building capital needs. SL2021-180 revised the eligibility criteria to include counties, like Cabarrus, with an adjusted market value of taxable real property of less than \$40 billion.

Grant funds must be used only for construction of new school buildings or additions, repairs, and renovations. Funds cannot be used for real property acquisition or for capital improvements to administrative buildings.

Staff recommends submitting an application for the Northwest High School replacement project, which is currently included in the FY22 and FY24 Capital Improvement Plans at a total estimated cost of \$102 million. The maximum grant award from the State would be \$50 million. The required local match on any amount awarded would be 25%. A full grant award could accelerate school opening from August 2026 to August 2025.

Applications are due by March 15, 2022 with award announcements expected by mid-April. If awarded, the acceptance of the grant and approval of the associated project ordinance and budget amendment would be placed on the Board's May agenda.

### **REQUESTED ACTION:**

Motion to approve the Needs-Based Public School Capital Fund application.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Wendi Heglar, Finance Director

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▣ Grant Application

# Needs-Based Public School Capital Fund

## 2021 Grant Application

**Application Deadline: March 15, 2022**

Rev. 12/17/2021

**PROGRAM CRITERIA**Date: January 18, 2022**BACKGROUND**

The Needs-Based Public School Capital Fund was established to assist counties with their critical public school building capital needs. Grants from the NBPSCF are funded with revenue from the NC Education Lottery. Grant funds are available to eligible counties for construction of new school buildings and additions, repairs, and renovations of existing school facilities.

**APPLICATION TIMELINE**

- Guidance Issued December 17, 2021
- Application Deadline March 15, 2022
- Award Announcements April 12, 2022 (anticipated)

**ELIGIBILITY**

Counties with an adjusted market value of taxable real property of less than \$40 billion are eligible to apply for a grant under the NBPSCF program. The list of eligible counties is published by DPI annually prior to the NBPSCF application period. The list of eligible counties for FY2021-22 is available here:

<https://www.dpi.nc.gov/districts-schools/district-operations/school-planning/capital-funding>

Grant funds must be used only for construction of new school buildings and additions, repairs, and renovations. Grant funds cannot be used for real property acquisition or for capital improvements to administrative buildings.

**PROGRAM FUNDING**

Funding available for the NBPSCF grant awards totals \$395 million for FY2021-22.

**MATCHING FUNDS**

Counties receiving a grant are required to provide local matching funds from county funds, other non-state funds, or a combination of these sources, in accordance with G.S. 115C-546.11. Local matching fund requirements range from 0% to 35% of the grant amount, and are published by DPI annually prior to the NBPSCF application period. The local match requirement applicable to the project is the published local match requirement in effect at the time of the grant award. Local matching requirements for FY2021-22 grant applicants are available here: <https://www.dpi.nc.gov/districts-schools/district-operations/school-planning/capital-funding>

**PROGRAM CRITERIA**Date: January 18, 2022**MAXIMUM AWARD**

Grant award maximums are as follows:

- Up to \$30 million for an Elementary School
- Up to \$40 million for a Middle School
- Up to \$50 million for a High School

Applications will be reviewed in the context of projected enrollment to evaluate the reasonableness of project size and scope.

**REPORTING**

Grant recipients are required to submit a report by April 1 of each year, with each grant funds distribution request, and upon completion of the project, detailing: the use of grant funds, progress on the project, and impact of the project on the county's school capital plan.

Grant funds will be disbursed in a series of payments based on the progress of the project. To receive a distribution, the grant recipient must submit a request for distribution, along with documentation of the expenditures for which the distribution is requested, and evidence that the matching requirement has been met. DPI will provide grant recipients with Reporting and Distribution Request forms following announcement of awards.

**AGREEMENT**

A county receiving Needs-Based grant funds is required to enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12. DPI will provide grant recipients with Agreement Forms following announcement of awards. Signed Agreements are due within 60 days of award announcement.

## PROGRAM CRITERIA

Date: January 18, 2022

## EVALUATION

Applications are evaluated on critical needs, budget detail, and the following criteria per G.S. 115C-546.10:

Prioritization	Definition/Calculation/Data Source
Prior Recipient	Counties previously awarded grant funds from the NBPSCF that have not yet started construction of the project may apply to increase the grant award. [SL 2021-180, 4.4.(b)]
Tier Designation	Counties designated as development tier one areas.
Ability to Generate Tax Revenue	Total revenue generated by a one-cent per \$100 valuation increase in the county property tax rate. (NC State Treasurer, Analysis of Debt of North Carolina Counties 6-30-2020)
Ratio of Debt to Tax Revenue	<u>Debt</u> : Sum of County Debt from [General Obligation Bonds, Installment Purchase Debt, Special Obligation Bonds, QZABs and QSCBs, Certificates of Participation] (NC State Treasurer, Analysis of Debt of North Carolina Counties 6-30-2020) <u>Revenue</u> : Sum of County Revenues from Property Taxes, Other Taxes, and Sales Tax, FY 2019-20 (NC Department of Revenue, Statistical Abstract of North Carolina Taxes 2020)
Critical Deficiency	The extent to which a project will address critical deficiencies in adequately serving the current and future student population.
Facility Construction	Projects with new construction or complete renovation of existing facilities.
Facility Replacement	Projects that will consolidate two or more schools into one new facility.
Applicant Status	Counties that have not received a grant in the previous three years.

**CONTACT INFORMATION**Date: January 18, 2022

SUBMIT ONE APPLICATION PER SCHOOL CAMPUS – A PROJECT MAY INCLUDE MULTIPLE BUILDINGS

County: CabarrusPrimary Contact: Mr. Rodney HarrisTitle: Deputy County ManagerAddress: 65 Church Street S, Concord, North Carolina 28025Phone: 704-920-2107email: rdharris@cabarruscounty.usSchool Unit: 130Primary Contact: Dr. John KopickiTitle: SuperintendentAddress: 4401 Old Airport Road, Concord, North Carolina 28025Phone: 704-260-5600email: john.kopicki@cabarrus.k12.nc.us**APPLICATION SUBMITTAL**

Submit completed applications and supporting materials by Tuesday, March 15, 2022 via email to:

Nathan Maune | School Planning Section Chief | 984-236-2919 | [nathan.maune@dpi.nc.gov](mailto:nathan.maune@dpi.nc.gov)**SUBMITTAL CHECKLIST – SUBMIT ALL FILES IN PDF FORMAT**

- Contact Information
- Application Form
- Project Narrative
- Budget Estimate
- Additional Documentation (as appropriate)
- Signed Assurance Page

## PROJECT INFORMATION

Date: January 18, 2022

## Project Title:

Northwest Cabarrus High School Replacement School

## Location:

5130 NW Cabarrus Dr., Concord North Carolina 20827

## Type of Facility:

Educational, High School

## Short Description of Proposed School Construction Project:

This project will replace one of the oldest high schools in the district and add an additional 500+/- seats of capacity in one of the fastest growing areas of Cabarrus County. It will consist of approximately 265,000 square feet of administrative, student classroom and support space as well as 8,000 square feet of athletic facilities to accommodate a multitude of high school sports. A new high school stadium complex will be constructed and utilized for both district wide events as well as community use events.

## Describe the critical need this project addresses and the impact on student outcomes:

The replacement of Northwest Cabarrus High School (NCHS) will address several critical needs within the district. The first being an aging facility over 55 years old ( and will be 60 years old at opening) will help to greatly reduce and amount of annual maintenance dollars spent on keeping the school running. Mechanical systems life cycles are maxed out, aging plumbing lines are in need of replacing, roof systems are continually being patched and repaired, and the overall education environment needs to desperately be brought into the 21st century to accommodate today's students and staff.

Secondly, As Cabarrus County continues to see an increase in demand for housing and development proposals in the North/Northwest area served by NCHS, a need for more high school seat capacity is expected in order to best serve the student community. Currently active and approved housing development in the NCHS service area is expected to result in an additional 1500 housing units yielding approximately 300-400 high school students. The current enrollment of NCHS is 1,100 students and the school has a capacity of 1400. With the continued growth expected in this area of Cabarrus County, additional housing units and expected students will exceed the current seat capacity of NCHS. In addition, submitted proposals for developments reflect another 1400 housing units yielding an additional 200-300 high schools students in the NCHS boundary. Adjacent high schools of Cox Mill and West Cabarrus are expected to grow beyond capacity over the next 5 years and the additional seats at NCHS will add much needed relief.

A third and final critical need this facility will address will be aging and outdated athletic facilities. Athletic programs during the high school years are proven to provide a stronger sense of self-confidence to the students. It educates the athlete on the importance of community representation, the physical fitness benefits established support a lifetime of good habits, the accountability of improved academics is a direct result of participating in athletics, and teaching them how to work together as a team helps to develop leadership skills they'll carry throughout life. These facilities are in desperate need of upgrades to support a successful high school athletic program.

*(please attach additional information as necessary)*

## PROJECT INFORMATION

Date: January 18, 2022

Has this project received a previous NBPSCF grant?

☐ YES ☒ NO

If YES, provide date and dollar amount of previous award(s): \_\_\_\_\_

Was this project identified in the 5-year plan in the 2020-21 Facility Needs Survey?

☒ YES ☐ NO

If not, provide explanation and attach equivalent information:

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Will this project replace any existing facilities?

☒ YES ☐ NOIf YES, which school(s): Northwest Cabarrus High School

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How many students will be served by this project? 1800

Has Advanced Planning been done for this project?

☒ YES ☐ NO

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Have Construction Documents been completed for this project?

☐ YES ☒ NO

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Anticipated or Actual Bid Date: January 15, 2023Estimated Start Date of Construction: February 19, 2023Estimated Completion Date of Construction: June 8, 2025

## PROJECT BUDGET

Date: January 18, 2022

Estimated Project Costs	Local (non-State)	NBPSCF Grant Funds	Total
<b>Planning</b>	\$ <u>4,200,000</u>	\$ <u>0.00</u>	\$ <u>4,200,000</u>
<b>Construction</b>	\$ <u>42,150,000</u>	\$ <u>50,000,000</u>	\$ <u>92,150,000</u>
<b>Other Costs*</b>	\$ <u>6,049,000</u>	\$ <u>0.00</u>	\$ <u>6,049,000</u>
<b>Total</b>	\$ <u>52,399,000</u>	\$ <u>50,000,000</u>	\$ <u>102,399,000</u>

\*Project costs normally categorized as 'owner's direct costs' on a construction project – may include items such as site surveys, materials testing, site utilities, geotechnical reports, etc. Land acquisition costs are not eligible.

**Source(s) of required Local Matching Funds:**

Loan Proceeds and Fund Balance Appropriation

Have any of the Local Matching Funds been expended at the time of application?

☐

YES

☒

NO

If YES, provide amount expended: \_\_\_\_\_

If YES, provide description of work: \_\_\_\_\_

**Estimated Project Expenditures by Fiscal Year** (show estimated period over which funds will be spent by Fiscal Year)

Total Expenditures	2021-22 or earlier	2022-23	2023-24	2024-25 or later	Total
Local Match (Non-State Funds)	\$ 4,200,000	\$ 500,000	\$ 40,000,000	\$ 7,699,000	\$ 52,399,000
Requested NBPSCF Grant Funds*	\$	\$	\$ 50,000,000	\$	\$ 50,000,000
	\$	\$	\$	\$	\$

\*Total requested grant funding cannot exceed maximum allowed under G.S. 115C-546.11(c) .

**ADDITIONAL DOCUMENTATION**Date: January 18, 2022

Any project funded with a grant from the Needs-Based Public School Capital Fund must follow the same review process as any other LEA capital project.

- A registered Architect and/or registered Engineer shall prepare the drawings and specifications in accordance with G.S. 133-1 through 133-4.1, as applicable.
- School Planning design review is required. Design documents must be submitted at appropriate intervals during design – SD, DD, and CD. Neither the LEA nor the County shall invest any funds in construction of the project until the review process is completed.
- Transmittal of drawings and specifications to School Planning must include the form at: <https://www.dpi.nc.gov/media/581/download>
- Design of the project should be in compliance with DPI School Planning Guidelines: <https://www.dpi.nc.gov/districts-schools/district-operations/school-planning>
- DPI Facility Design Guidelines can be found at: <https://www.dpi.nc.gov/media/569/download>
- DPI School Science Facility Requirements can be found at: <https://www.dpi.nc.gov/media/570/download>  
<https://www.dpi.nc.gov/media/571/download>
- For projects involving the closing of an existing school, the LEA must follow these procedures: <https://www.dpi.nc.gov/media/13311/download>
- For projects involving the demolition of an existing school building, the LEA must follow the closing procedure noted above and must submit a Feasibility and Cost Analysis: <https://www.dpi.nc.gov/media/544/download>

**ASSURANCE PAGE**Date: January 18, 2022

By signing below, we assure the North Carolina Department of Public Instruction that we are officials of our respective organizations and we are authorized to submit this application on behalf of these organizations.

We certify the following:

- The information provided in this proposal is correct and complete.
- The project described in the application is within the parameters of the Needs-Based Public School Capital Fund as required in Article 38B of G.S. 115C-546, and that all of the required local funding is available and designated as a match for this project.
- All Needs-Based Public School Capital Fund grant proceeds and the required Local Matching funds will be used for the construction project described in the application.
- We will work cooperatively with the North Carolina Department of Public Instruction in monitoring and evaluating the progress of the project to meet statutory reporting requirements. We will report on project status and State and local funds expended by April 1 of each year, at the time of each distribution request, and within 90 days of project completion.
- Upon receiving a Needs-Based Public School Capital Fund grant award, we will enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12.
- All applicable federal and state laws will be adhered to, including promotion of equal opportunity without regard to race, color, religion, gender, age, disability, political affiliation, or national origin.
- Generally accepted fiscal control and accounting procedures will be followed to ensure proper disbursement and accounting of funds from the Needs-Based Public School Capital Fund grant proceeds and required Local Matching funds.

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(Signature – Chair, County Commissioners)

(Date)

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(Signature – Chair, Board of Education)

(Date)

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Finance - Update Capital Project Fund Budget and Related Project Ordinance

### **BRIEF SUMMARY:**

Cabarrus County Schools has \$66,905 approved in their maintenance budget for Early College Mobile Renovations. They would like to use these funds for mobile units at Mt Pleasant High School. A budget amendment is not required for this action because the funds are already budgeted.

The budget amendment appropriates State Budget Allocations to the Courthouse (\$7,500,000) and Metal Health Facility (\$30,000,000). It also includes loan proceeds for construction of R. Brown McAllister Elementary School, multiple roof projects at Cabarrus County Schools and architect cost for the new Northwest Cabarrus High School. In addition to the above it also budgets an additional \$500,000 for road construction for Roberta Road Middle School. This additional cost will be reimbursed by NCDOT.

### **REQUESTED ACTION:**

Motion to approve the Multi-year Budget Amendment and revised Project Ordinances.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Wendi Heglar, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Fund 390 School Construction Project Ordinance
- ▣ Fund 380 County Capital Project Ordinance

**Budget Revision/Amendment Request**

Date: 2/21/2022

Amount: 93,961,500.00

Dept. Head: Wendi Heglar

Department: Finance - County Capital Projects

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Budget \$37,500,000 in State Budget Allocations for the Courthouse and Mental Health Facility. Budget Loan proceeds for capital projects. Budget NCDOT funds for road improvements for Roberta Road Middle School.							
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	9	2210 9821 COURT	Building/Renovations	16,738,515	7,500,000		24,238,515
380	6	2210 6375 COURT	State Budget Allocation	-	7,500,000		7,500,000
			Budget State Allocation for the Courthouse				
380	9	5310 9820 MENT	Construction	3,097,554	30,000,000		33,097,554
380	6	5310 6375 MENT	State Budget Allocation	-	30,000,000		30,000,000
			Budget State Allocation for the Mental Health Facility				
380	9	8140 9801 0300	Land	-	1,078,966		1,078,966
380	9	8140 9830 0300	Other Improvements	2,164,024	4,846,034		
380	6	8140 6918 2022A	COPS/LOBS	1,575,000	5,925,000		7,500,000
			Budget Loan Proceeds for Ballfield Replacements for Northeast Cabarrus				
390	9	7340 9820	Construction	200,000	37,750,000		37,950,000
390	9	7340 9606	Engineering	-	250,000		250,000
390	6	7340 6918 2022A	COPS/LOBS	-	38,000,000		38,000,000
			Budget Loan Proceeds for R. Brown McAllister Elementary School				
390	9	7210 9501 DM22	Buildings and Grounds	5,654,625	7,776,500		13,431,125
390	6	7210 6918 2022A	COPS/LOBS	-	7,776,500		7,776,500
			Budget Loan Proceeds for Roof Replacements at Concord High, CC Griffin Middle, Weddington Hill Elementary and Bethel Elementary				

390	9	7347 9607	Architects		4,260,000		4,260,000
390	6	7347 6918 2022A	COPS/LOBS		4,260,000		4,260,000
			Budget Loan Proceeds for the new Northwest Cabarrus Highschool				
390	9	7346 9802	Road Construction	1,200,000	500,000		1,700,000
390	6	7346 6439	NC Dept of Transportation		500,000		500,000
			Budget NCDOT funds for Road Improvements at Roberta Road Middle School				

**Budget Officer**

- ☐ Approved  
☐ Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**County Manager**

- ☐ Approved  
☐ Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Board of Commissioners**

- ☐ Approved  
☐ Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

# CABARRUS COUNTY SCHOOL CAPITAL PROJECTS BUDGET ORDINANCE

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

## Section I.

- A. The project authorized is for the construction and renovations of School Facilities. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Contribution from General Fund/CIF	\$ 17,365,958
Contribution from Capital Projects Fund	9,522,511
Debt Proceeds 2020 Draw Note	46,620,222
Debt Proceeds 2022 Draw Note	55,711,930
Contribution from Capital Reserve Fund	1,662,314
NC Department of Transportation	500,000

<b>TOTAL REVENUES</b>	<b>\$131,382,935</b>
-----------------------	----------------------

- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 900,000
Concord High Fire Alarm Replacement	89,314
Northwest High Fire Alarm Replacement	89,314
JM Robinson Renovation	81,195
R. Brown McAllister Replacement	39,950,000
CCS New Middle School	55,804,300
CCS New High School	9,508,821
Kannapolis Middle School	138,897
AL Brown Football Stadium ADA/Drainage	228,000
AL Brown Roof Replacement	190,000
RCCC Building 1000 Boiler	62,780
RCCC Building 2000 Roof Replacement	154,500
RCCC CBTC HVAC	244,291
Contribution to Capital Reserve	5,001,114
Early College Mobile Units	1,850,000
Deferred Maintenance Cabarrus County Schools	13,431,125
Deferred Maintenance Kannapolis City School	2,451,284
Deferred Maintenance Rowan Cabarrus Community College	1,208,000

<b>TOTAL EXPENDITURES</b>	<b>\$131,382,935</b>
---------------------------	----------------------

<b>GRAND TOTAL – REVENUES</b>	<b>\$131,382,935</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$131,382,935</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
  - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
  - 3. The County 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.
  - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
  - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
  - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
  - 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
  - 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
  - 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
  - 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

## Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund, Community Investment Fund or other Capital Project Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21<sup>th</sup> day of February, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

# CABARRUS COUNTY COUNTY CAPITAL PROJECTS BUDGET ORDINANCE

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

## Section I.

- A. The project authorized is for the construction and renovations of County Facilities. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Debt Proceeds 2020 Draw Note	\$ 77,592,977
Debt Proceeds 2022 Draw Note	94,551,452
Contributions from Capital Projects Fund	27,766,063
Contribution from General Fund	36,350,372
Contribution from Capital Reserve Fund	3,657,664
Contribution from Internal Service Fund	1,065,425
State Allocation	37,500,000
<b>TOTAL REVENUES</b>	<b>\$278,483,953</b>

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 142,359,518
Governmental Center Skylight & Roof Replacement	2,028,494
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
Artificial Turf Fields	4,401,748
Frank Liske Barn Replacement	6,069,827
Legal / Closing Expenses	952,508
Governmental Center Parking Deck Sealing	350,000
Emergency Equipment Warehouse/ ITS Location	14,867,999
Fiber Infrastructure Improvement	720,000
Jail Annex HVAC Replacement	193,000
Sheriff Training & Firing Range Renovations	2,450,000
Human Services HVAC	180,000
Frank Liske Park ADA Renovations	1,100,000
Frank Liske Park Playground Replacement	93,600
Camp Spencer Vending & Archery Building	336,998
West Cabarrus Library & Senior Center	2,400,000
Deferred Maintenance Projects	6,471,450
EMS Headquarters	20,520,017
Northeast Area Park	8,089,024
Northeast Area Land	3,650,150
Mental Health Facility	33,097,554
Other Improvements Unallocated	2,443,763
Enterprise Physical Security Project (ITS)	700,000

Concord Senior Center Overflow Parking Lot	100,000
Contribution to the General Fund	47,500
Frank Liske Park Softball Complex Utilities	60,000
Rob Wallace Park	1,000,000
Animal Shelter Expansion	190,000
Frank Liske Park Stormwater Project	570,803
Northeast Cabarrus Radio Tower Project	2,435,000
Milestone Building	8,150,000
Fire Services Building	370,000
Mt Pleasant Library	10,000,000

**TOTAL EXPENDITURES** **\$278,483,953**

**GRAND TOTAL – REVENUES** **\$278,483,953**

**GRAND TOTAL – EXPENDITURES** **\$278,483,953**

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
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  1. Transfers amounts between objects of expenditure and revenues within a function without limitation.
  2. Transfer amounts up to \$500,000 between functions of the same fund.
  3. 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.
  4. Enter and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
  5. Award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
  6. Execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
  7. Reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).

## Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the Community Investment Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 21<sup>th</sup> day of February, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Fire Marshal - Fire Study - Fire District Boundary Modifications

### **BRIEF SUMMARY:**

In 2020 a fire protection study was completed by a third-party company to make an assessment of the fire service provisions in the county and make recommendations on improvements to the overall fire service in the county. One of those recommendations was to make modifications to the existing fire district boundaries to ensure that all parcels in the unincorporated areas of the county were receiving the closest appropriate fire units to render aid in a time of need. Emergency Management and Fire Services have started the process of making these modifications for commissioner approval starting on the south end of the county due to it being the largest geographic area affected, the level of disparity between the closest unit corrections and what is currently in place, as well as the rapid annexation rate in the area. Emergency Management and Fire Services is bringing the recommended boundary modifications, in the southern portion of the county, to the board of commissioners for review and approval to move forward in the adoption process.

### **REQUESTED ACTION:**

Motion to suspend the Rules of Procedure.

Motion to schedule a public hearing for the March 21, 2022 regular meeting.

### **EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

### **SUBMITTED BY:**

Jacob Thompson, Fire Marshal  
Steven Langer, EM Director

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▢ Presentation District Boundary Changes
- ▢ Fire Study Documentation
- ▢ Fire Study Resolution Midland
- ▢ Allen Fire District
- ▢ Flowe's Store Fire District
- ▢ Georgeville Fire District
- ▢ Harrisburg Rural Fire District
- ▢ Midland Fire District

# Fire Study Boundary Change Recommendation

Southern Portion of Cabarrus  
County

# Fire Study Overview

- Study started early-mid 2020. Full overview given by consultant to BOC September 2020.
- **Purpose:** The purpose of the study was to produce an overview looking at the current fire and rescue service delivery system in the unincorporated areas of Cabarrus County and provide insight to priority needs and issues in the short term and long-term. Recommendations were sought as to how to best position Cabarrus County Government to manage projected service delivery demands into the next few years, as well as ensure sustainable provision of fire and rescue services for the county in the most efficient manner possible.

# Recommendation on Boundary Changes

Evaluate the current fire districts for closest unit response.

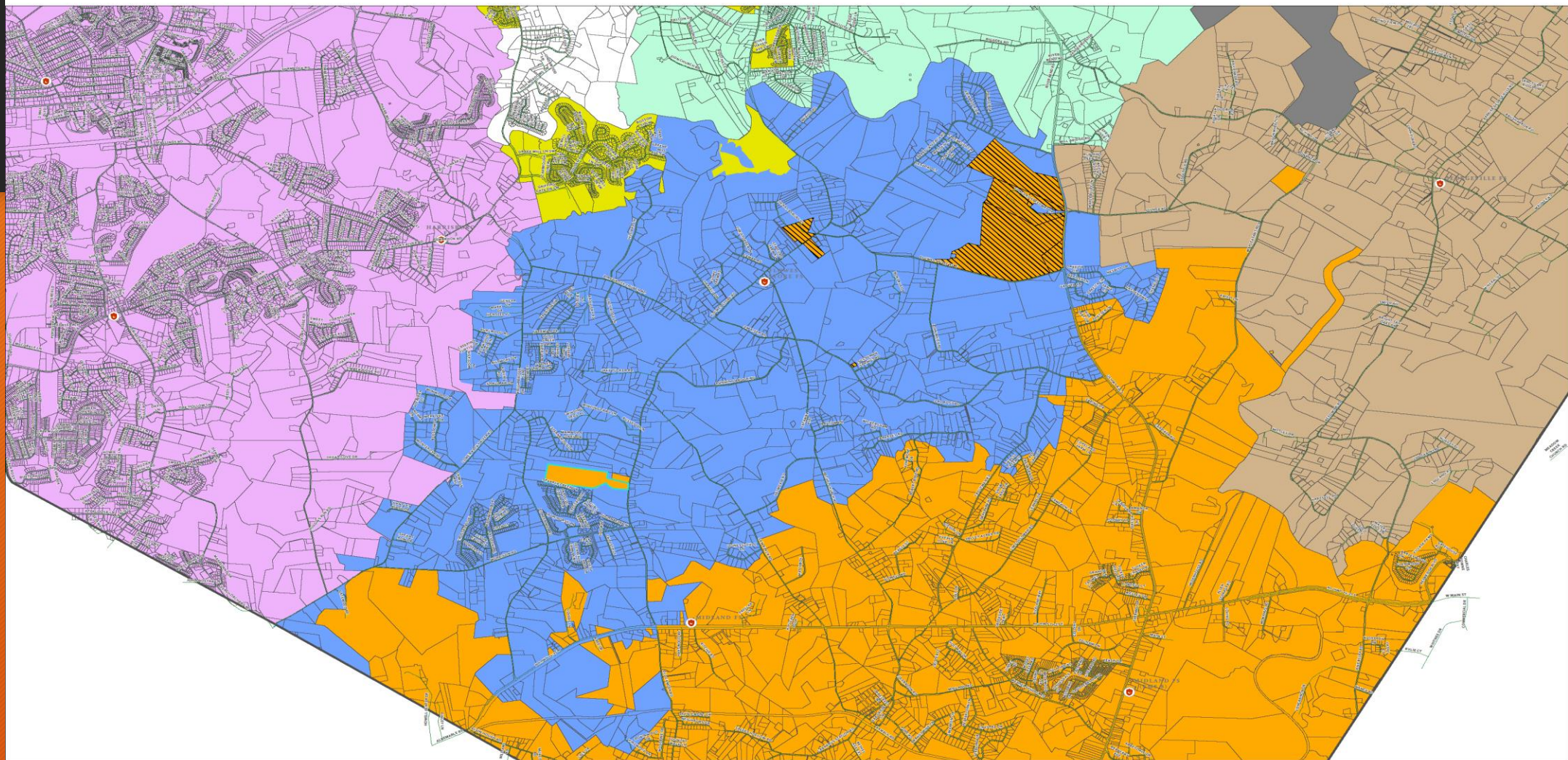
- Deployment Efficiency
- ISO Inspection Improvements
- Response Times

# Recommended Changes to Southern Portion of County

## Districts Affected:

- Allen
- Flowes Store
- Georgeville
- Harrisburg Rural
- Midland Rural

# Current Fire Districts

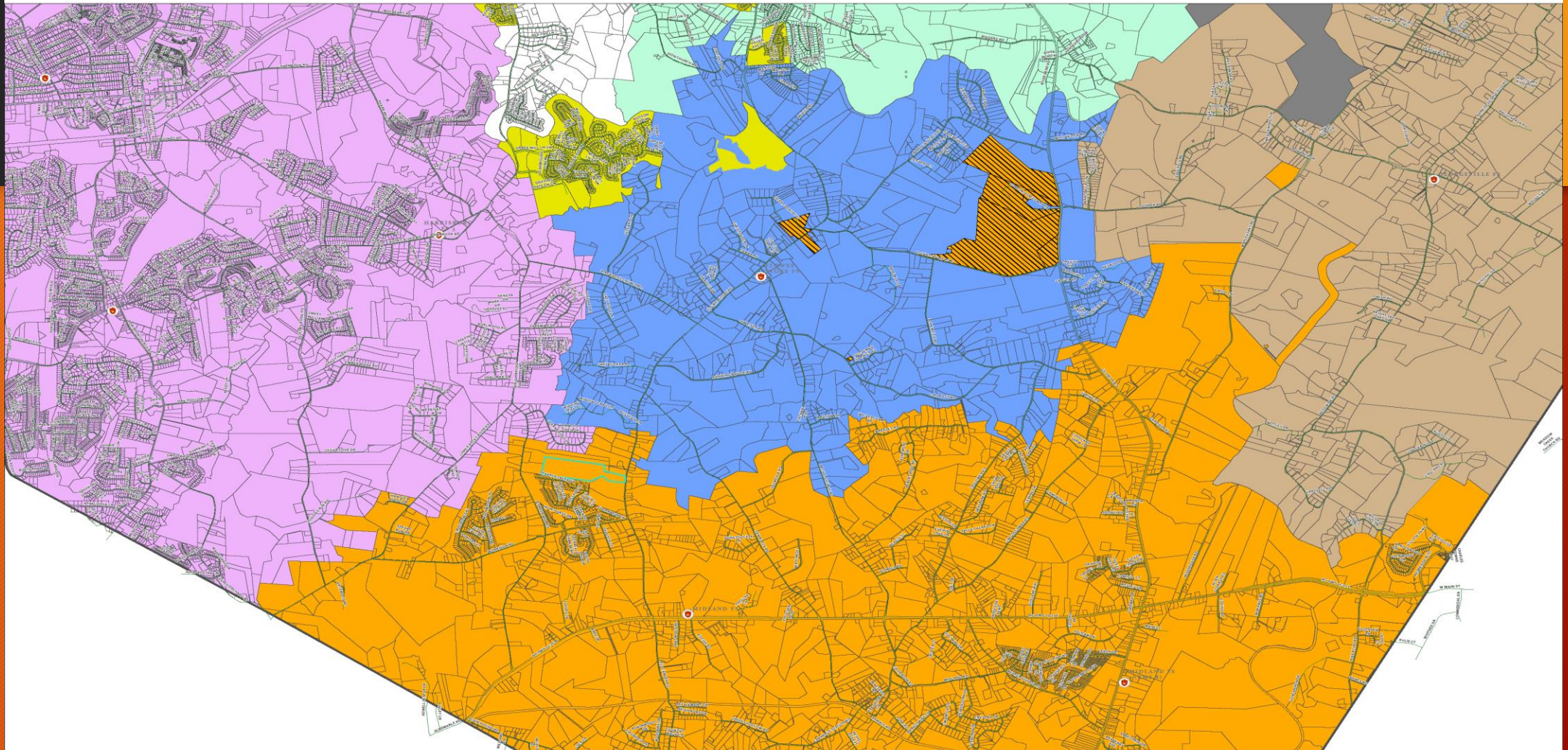


Legend	
Fire Stations	
San Remo	
County Boundary	
Districts	
City of Concord	
Current Response	
District 1	
District 2	
District 3	
District 4	
District 5	
District 6	

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Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. This data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data. Map Prepared by Cabarrus County ITS, Jan 2022.

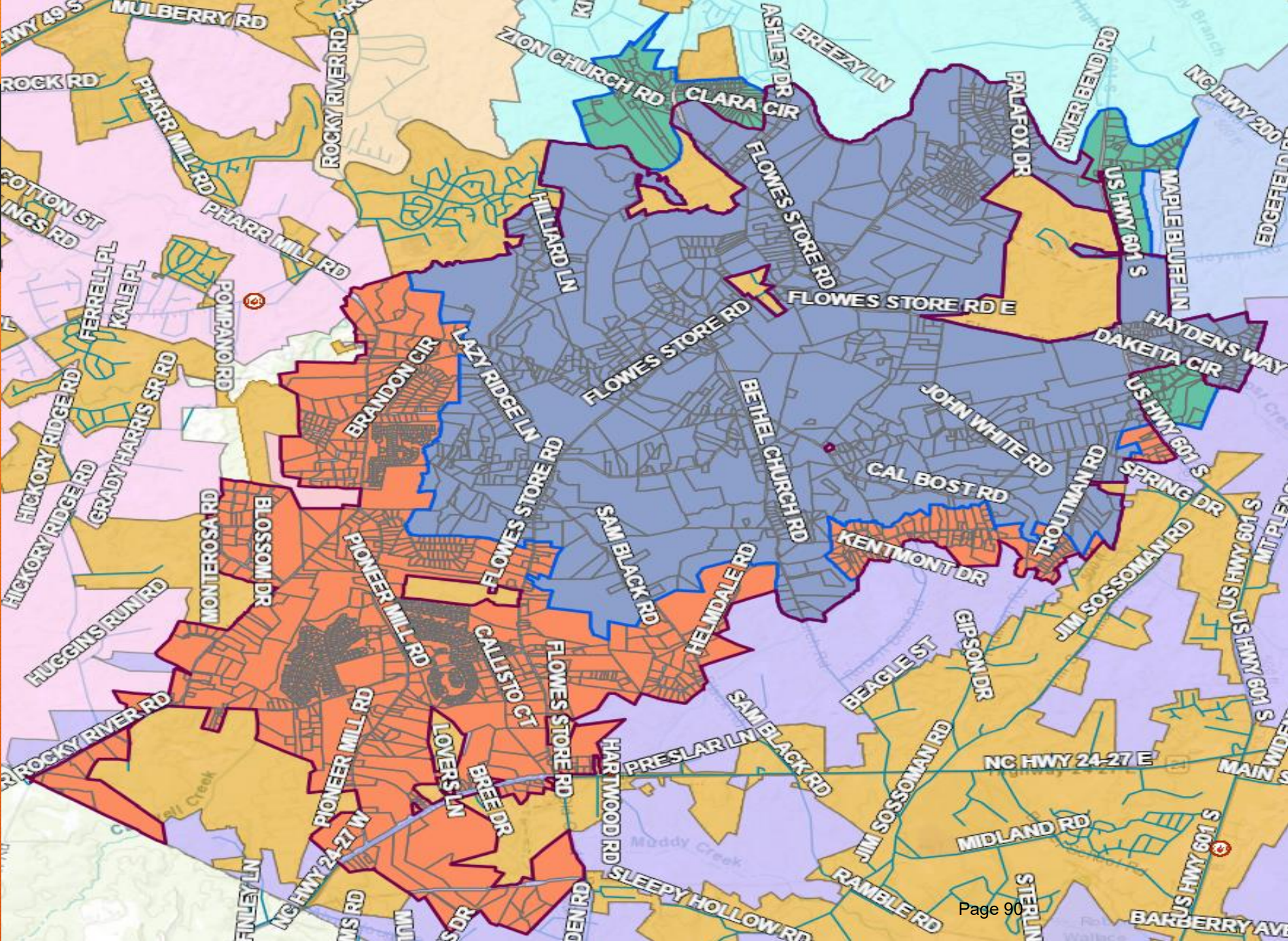
# Proposed Fire Districts



Legend	
Fire Station	Proposed Response Districts
Fire Route	Henderson
County Boundary	Midland
Water	Pine Stone
City of Concord	Jones
	Georgetown

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Map Prepared by Cabarrus County ITS,  
Jan 2022.

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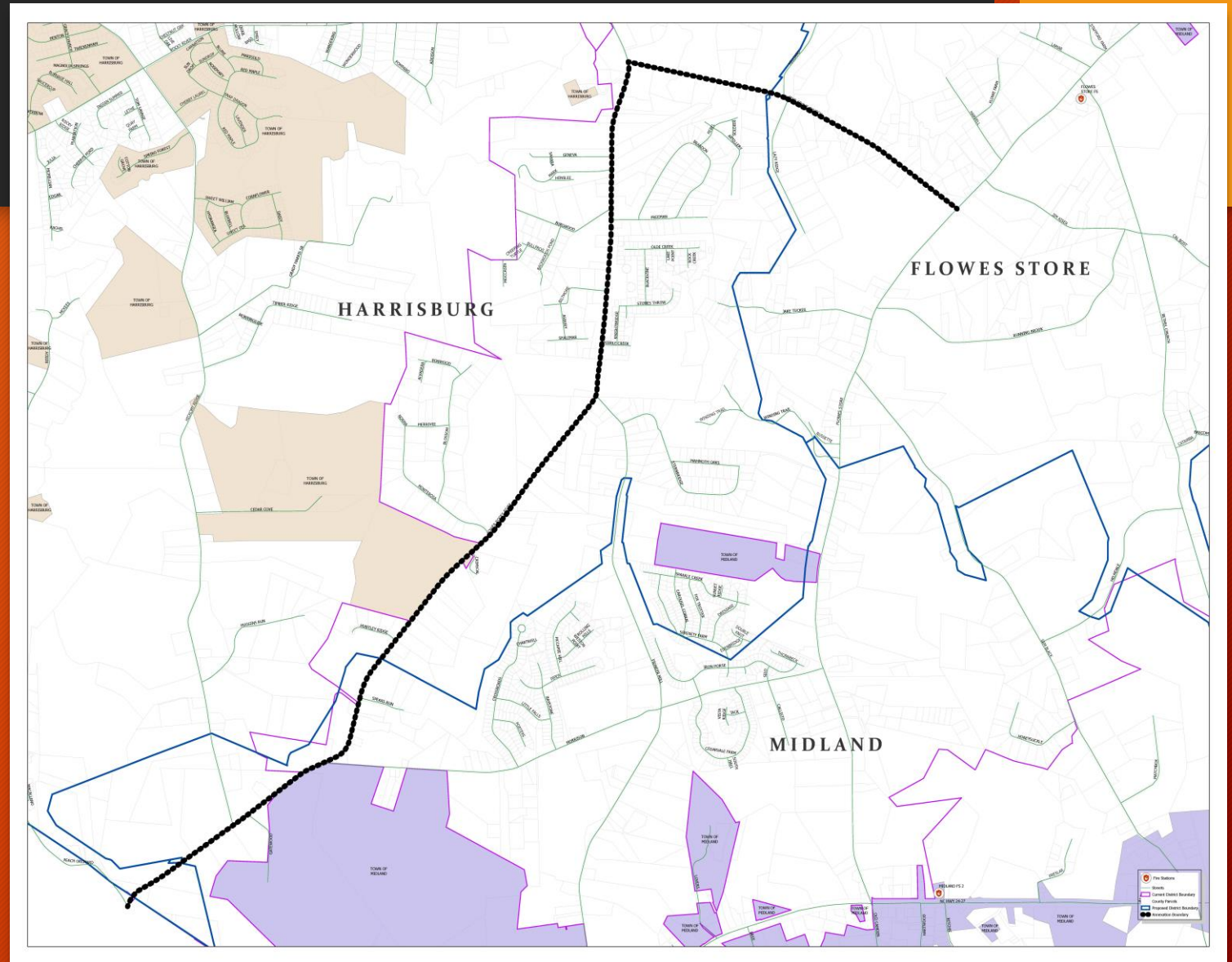


Green- Gained by  
Flowes Store  
Orange- Moved to  
another district

# What Makes This Area A Priority?

- One of the largest areas of impact identified by fire study
- Continued growth and annexation in the affected areas.
- Annexation agreements between the Town of Harrisburg and Town of Midland, including future land use planning, shows these areas will continue to be absorbed by the municipalities.
- Town of Midland's resolution supporting the fire study recommendations.

# Annexation Agreement Map



# Process, Recommendations & Requested Actions

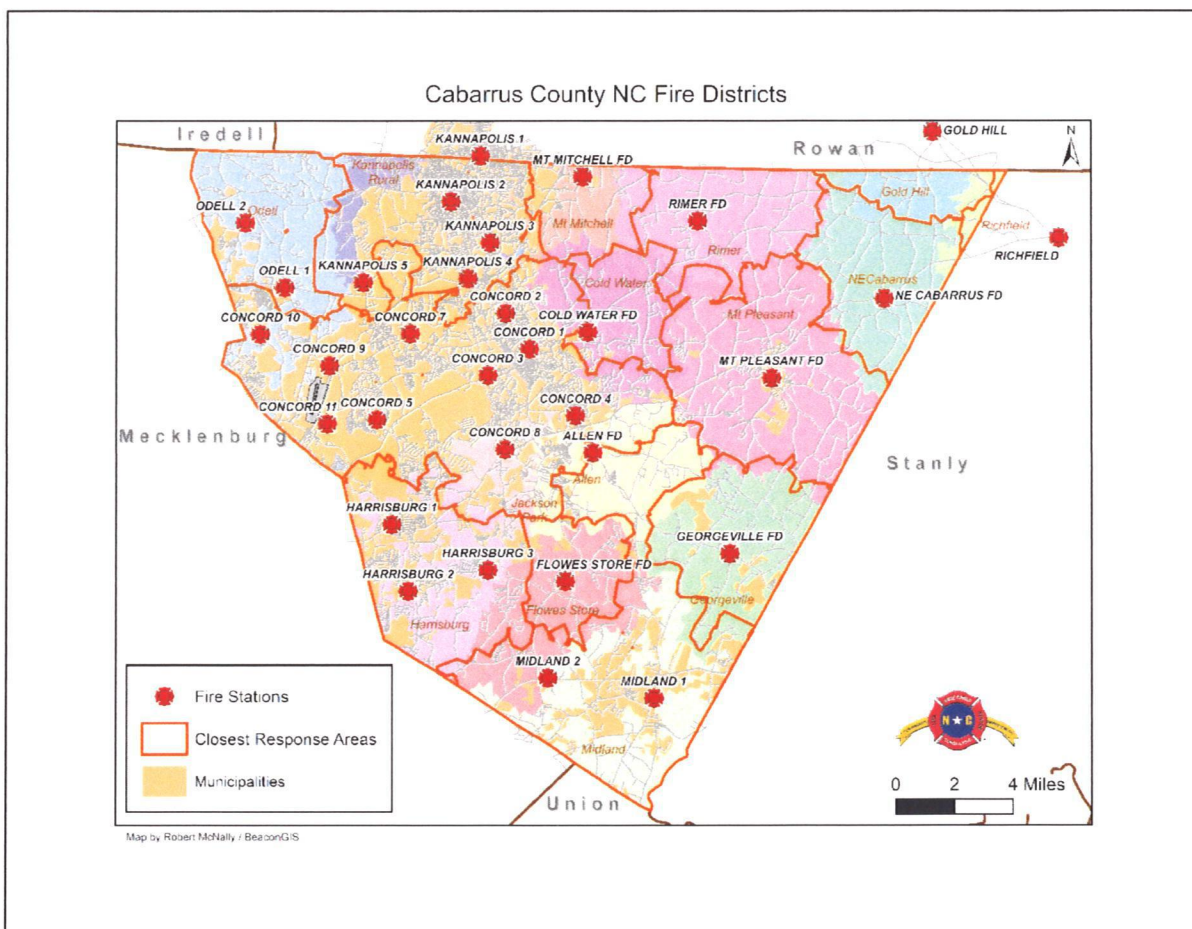
- After meeting with each fire district affected both individually and collectively to determine the feasibility of any and all changes; our recommendation at this time is to move forward with the changes as presented.
- Request to set a public hearing for March BOC regular meeting to meet public notice requirements prior to BOC decision.
- If changes are approved by BOC, the effective date will be 07/01/2022.

## Cabarrus County Fire Service Strategic Analysis August, 2020

The highest risk areas are near or within the municipal jurisdiction with a notable exception near Gold Hill. The remainder of the county has lower risk levels.

### Closest Service Response Areas

Fire District areas are drawn for a variety of reasons from fiscal, historical, generational factors. With the use of geographic technology, a closest service response area can be created by simulating apparatus traveling towards each other on all the streets in the network. The result shows wear the travel model has determined the borders of fire districts would be based solely on response travel time.



It appears that areas of the Flowe's Store Fire District are closer to the new fire stations in Harrisburg and Midland. Other fire districts also are impacted by the construction of stations in Concord and Kannapolis.

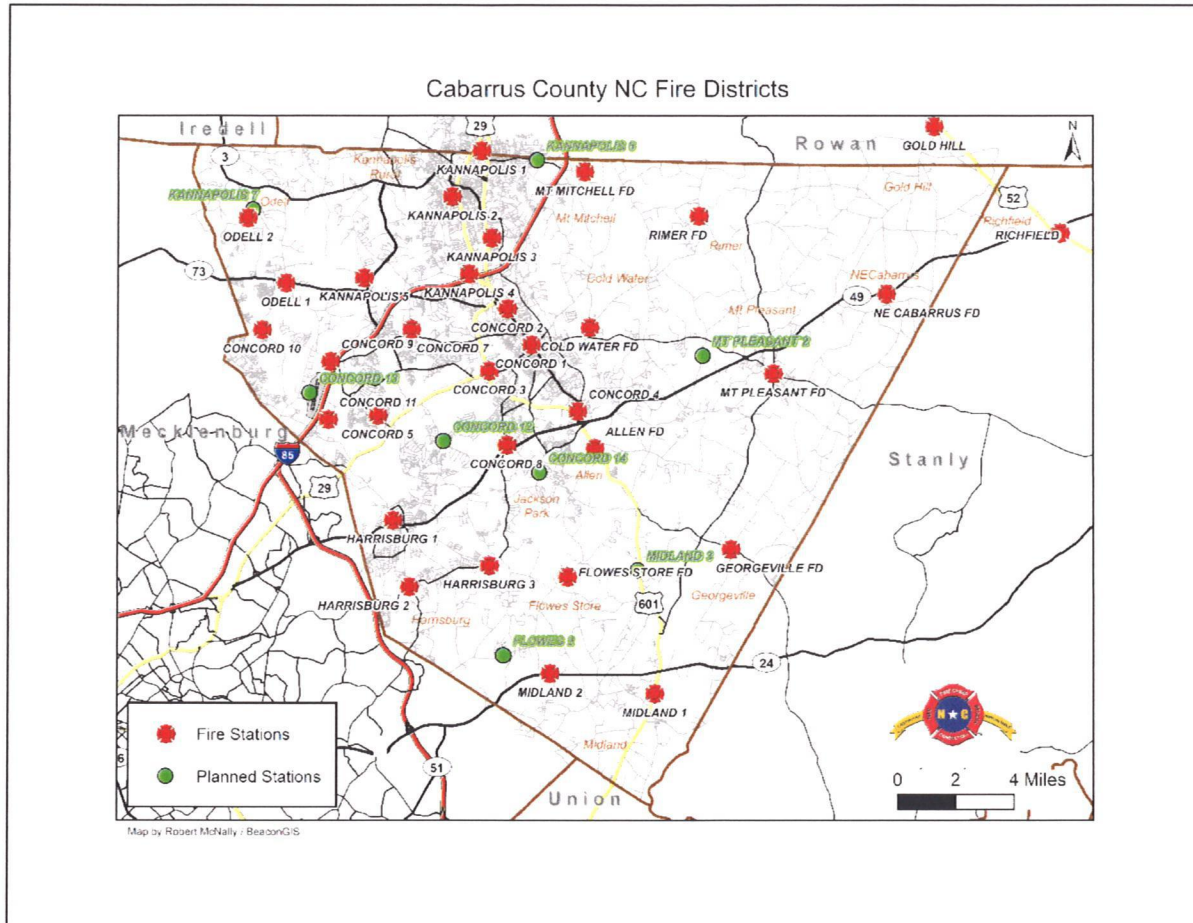


# Cabarrus County Fire Service Strategic Analysis

## August, 2020

### Future Station Planning

The jurisdictions of Concord and Kannapolis, Mount Pleasant along with the Midland Fire District have future stations planned and have supplied the county with potential sites. The future station sites are shown as green symbols on the station map that follows.

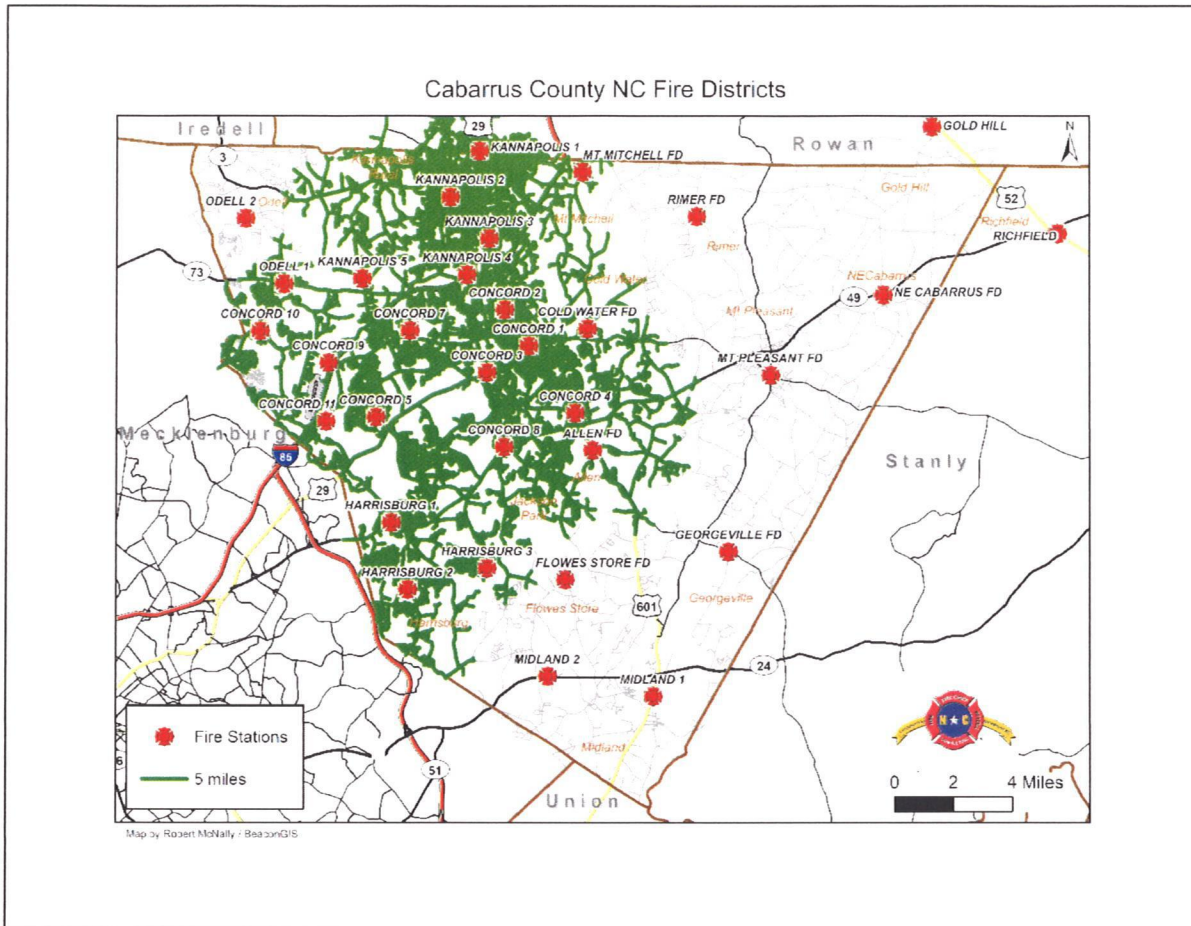


As these stations are built, they could potentially impact the coverage of the neighboring fire district fiscally and primary response areas. They can also be opportunities for mergers or consolidation. To determine the potential impact upon the fire districts, an analysis to evaluate coverage at a five (5) mile road distance was used. This is because the insurance ratings for career municipal departments is measured within that distance and it is the limit of a volunteer department able to improve its rating as well. The following map shows the five-mile extent from the Concord, Kannapolis and Harrisburg fire stations.



**FINAL REPORT – August 18, 2020**

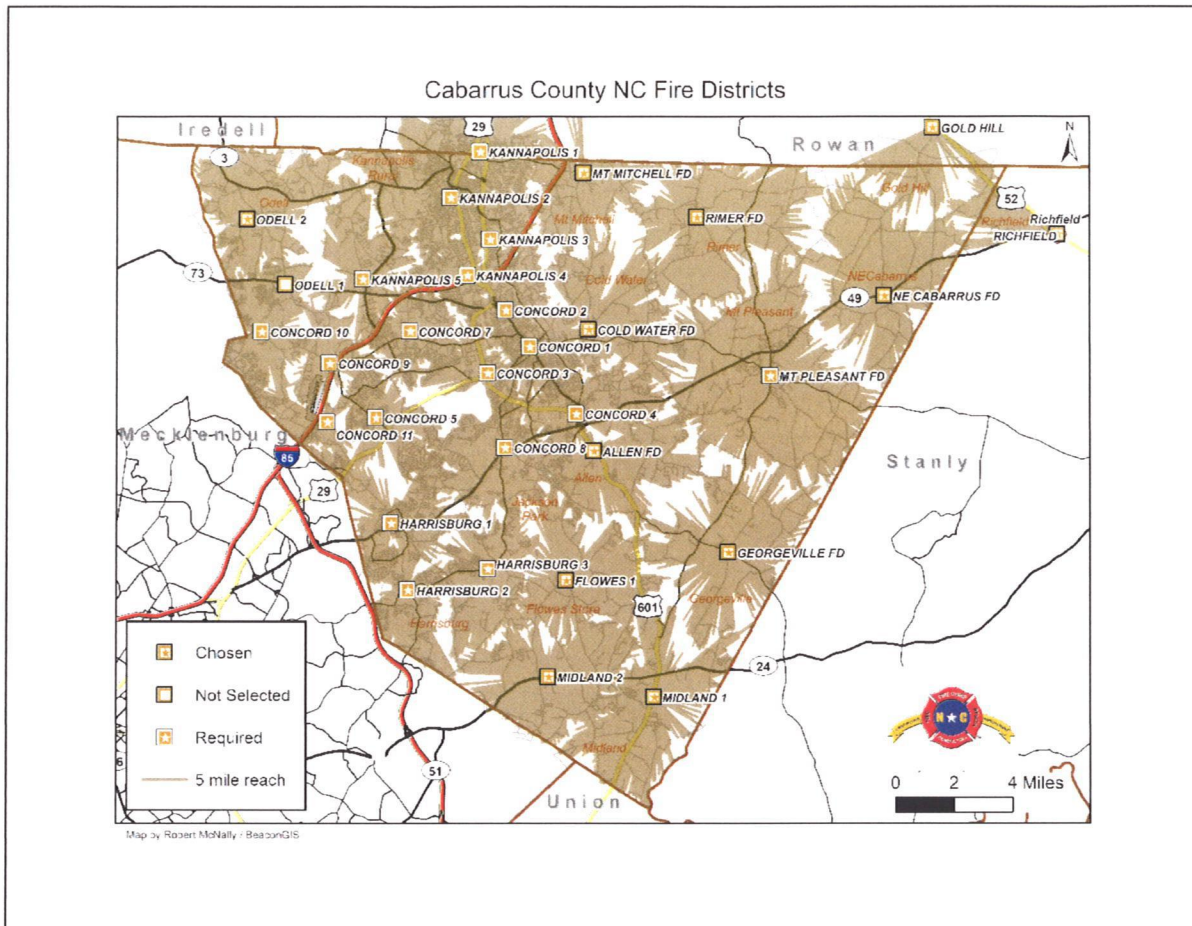
## Cabarrus County Fire Service Strategic Analysis August, 2020



In the first analysis, the currently operating stations were used. The city fire stations of Concord, Kannapolis, Mt. Pleasant, and Harrisburg were set as fixed objects while the remainder were set as optional. The objective was to determine which fire stations were selected by the technology for maximum coverage based on the road distance measure to the address data. The result was that all the fire stations were selected except Odell Station 1 due to the proximity of a Concord and a Kannapolis Fire Station.



## Cabarrus County Fire Service Strategic Analysis August, 2020



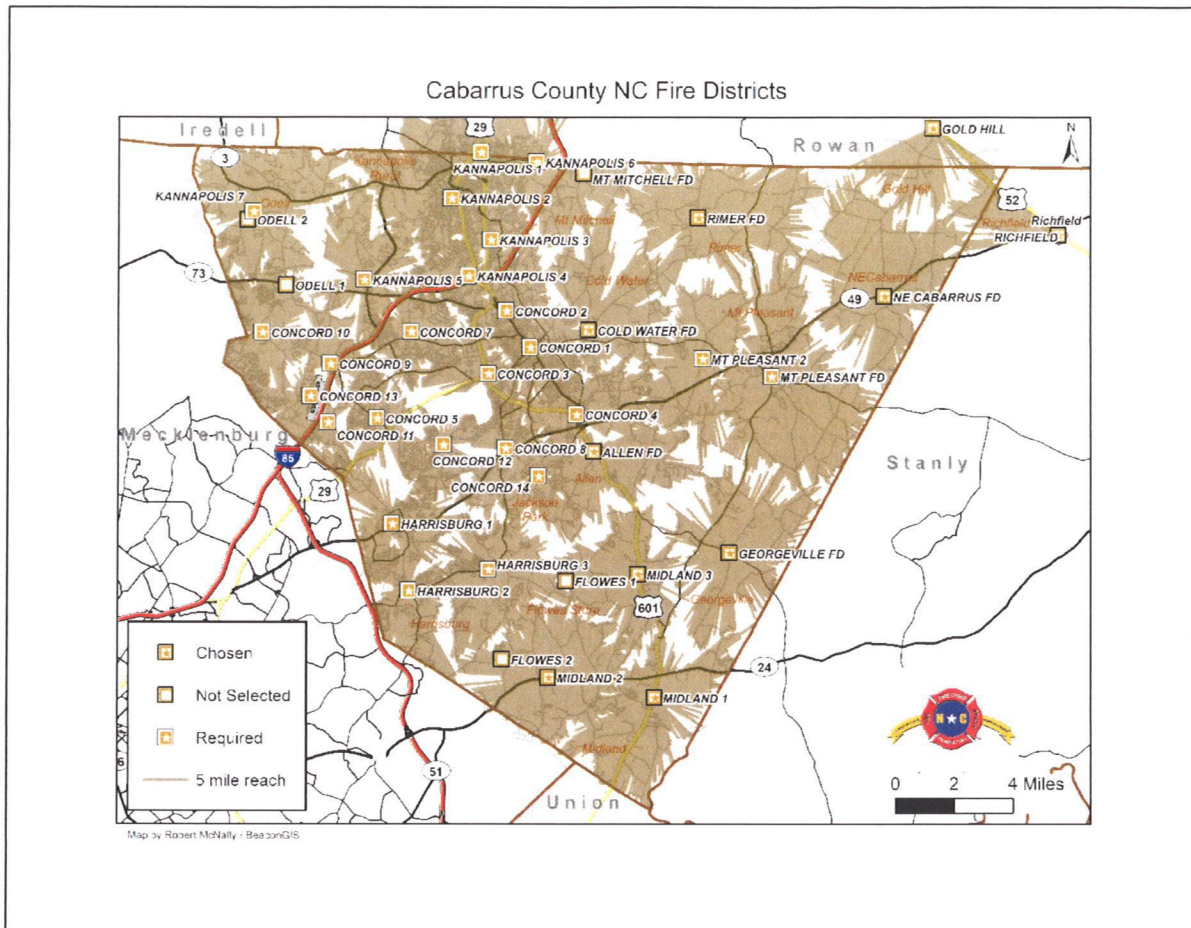
*Note that although the lines are straight for simplicity, they represent actual roads traveled.*

A repeated analysis was run this time with the planned stations added with the municipal career fire stations (Concord, Kannapolis, Mt. Pleasant, Harrisburg) set as fixed objects. The planned Midland 3 station and Flowe's Store Station 2 was not set as fixed and remained optional to see if they were needed based upon five road miles.



**FINAL REPORT – August 18, 2020**

## Cabarrus County Fire Service Strategic Analysis August, 2020



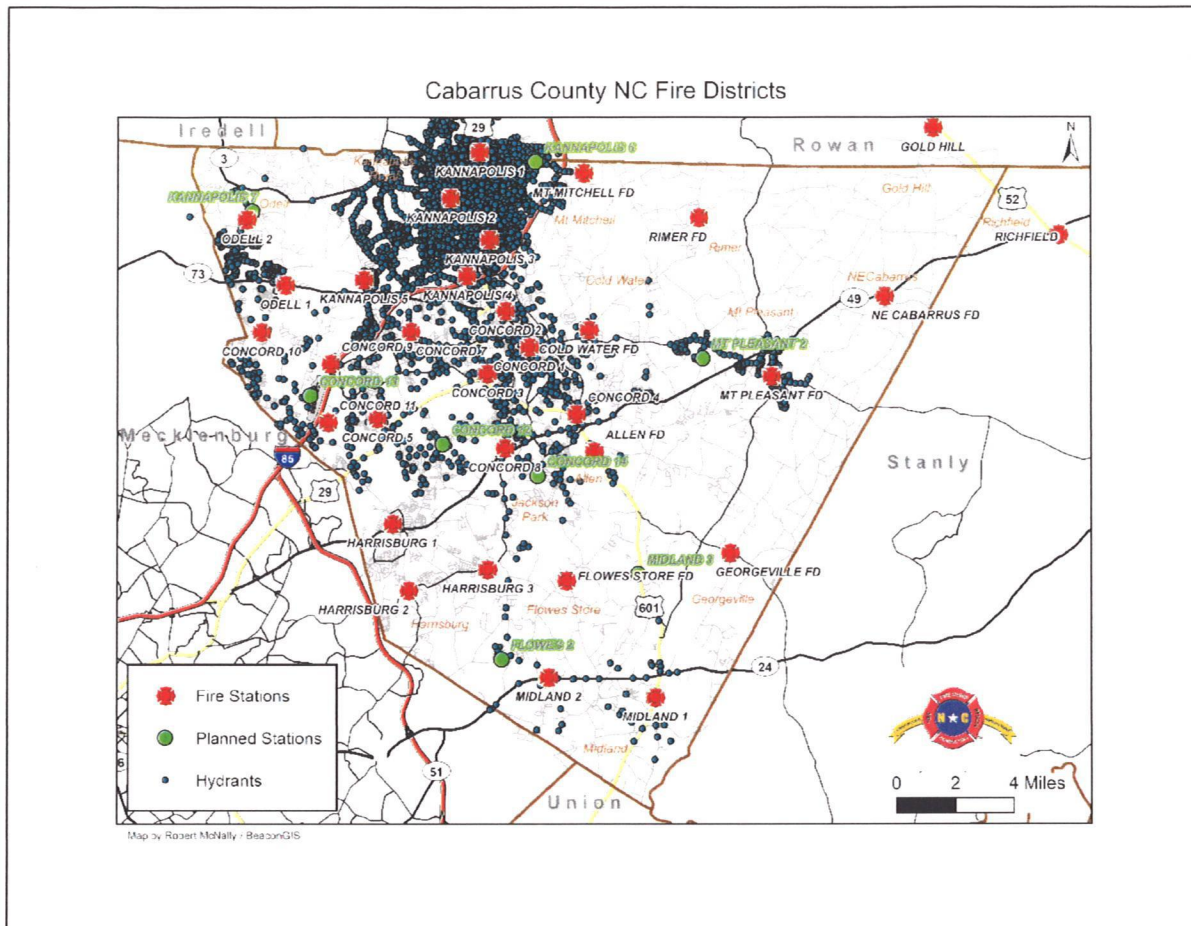
The result was partially expected in that Odell Station 2 was not selected in addition to Odell Station 1 from the previous analysis. Kannapolis Planned Station 6 excluded Mt. Mitchell from coverage and the Midland proposed station 3 was selected as needed in this analysis. It was favored over Flowe's Store Station 1. The Flowe's Store planned additional station was also not selected, the analysis favoring Midland Station 2 location. What was interesting is that the Allen Fire Station was selected despite the proximity of the existing and planned Concord Stations as well as the Midland Station 3 selection. The reason being is that the area east of the station towards Mt. Pleasant and Georgeville still needed coverage.

The concern for the departments with the new stations would be the water supply in these area or lack thereof which would potentially need tanker apparatus. Hydrant data was provided by Cabarrus County GIS department and shown in the following map.



**FINAL REPORT – August 18, 2020**

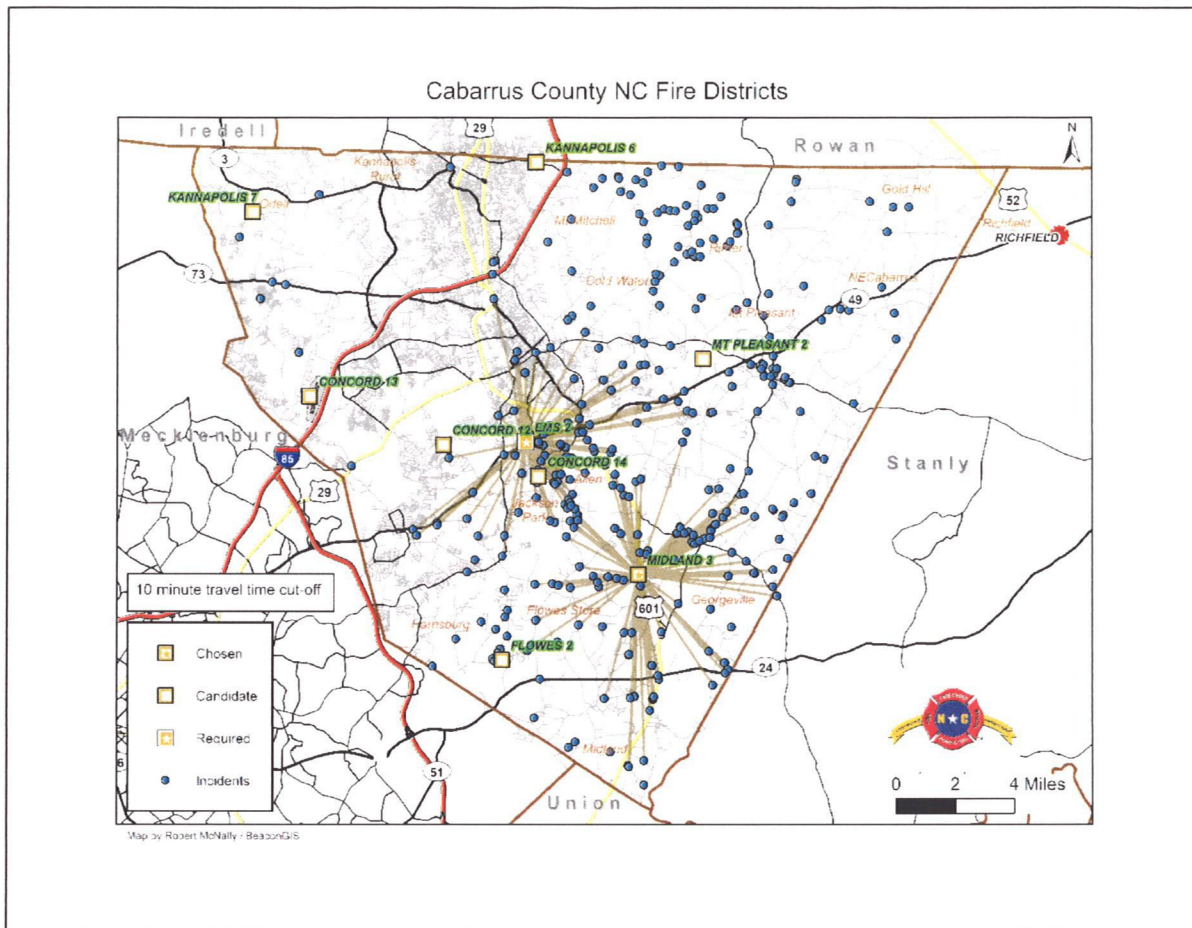
## Cabarrus County Fire Service Strategic Analysis August, 2020



The planned stations, if built, also present an opportunity for a shared location for basing the current and/or a potential second squad unit. This is because they can be designed to include a squad unit before construction rather than retrofitted into an existing station, which many may not have room or suitable facilities for the unit and crew. The current squad unit at EMS 2 covers the entire county and even at the modeled travel time of 10 minutes, provides 43% coverage of its incident history. Choosing one of the planned locations based upon travel time cut-off varied the location selected.



## Cabarrus County Fire Service Strategic Analysis August, 2020



Using a 10-minute maximum travel time, Midland's planned station 3 was selected for a second squad unit. When the travel time was extended to 20 minutes, the planned station of Mt. Pleasant Fire Station 2 was selected.





**RESOLUTION TO THE CABARRUS COUNTY COMMISSIONERS IN SUPPORT OF  
MIDLAND FIRE AND RESCUE AND THE CABARRUS COUNTY FIRE STUDY AND  
REQUESTING THE CABARRUS COUNTY COMMISSION TAKE CERTAIN ACTIONS**

*Resolution #2022-250*

The Midland Town Council in regular session, duly assembled on December 14th, 2021, do hereby resolve as follows:

1. Whereas the Midland community has made substantial investments to improve fire safety in the southern portion of Cabarrus County, including the construction of Station #2 off HWY 24/27 and staffing both of Midland's fire stations 7 days a week, 365 days a year with professional firefighters; and
2. Whereas, Cabarrus County Emergency Management conducted a Fire Study, started in February 2020, completed in August 2020, and presented to the Cabarrus County Board of Commissioners in September 2020, in which the Midland Fire Department was an active participant; and
3. Whereas, the study analyzed both where future fire stations should be located and where the future fire district lines should be moved based on closest service response areas, specifically in pages 117 through 123 of the study; and
4. Whereas the proposed Flowes Station #2 was not selected in the study due to the fact that the area where it would be located is already adequately being served by an existing station, specifically Midland Station #2; and
5. Whereas the proposed Flowes Station #2 would result in a duplication of service and duplication of expenditure of public resources; and
6. Whereas the Chief of Flowes Store, Joey Houston, was made aware of this finding and he and his board decided to proceed with purchasing property for the proposed station #2 anyway, and in doing so irresponsibly put up Flowes Station #1 as collateral for a \$550,000 loan; and

7. Whereas, in order to construct the Flowes Store proposed station #2 to building code, and equip and staff the proposed station to be equivalent in service level to the existing Midland Station #2 that already serves this area, a substantial increase in the fire tax of the Flowes Store fire district would be required; and
8. Whereas, the location of the proposed Flowes Station #2 is not only within the closest service response time of the existing and fully funded Midland Station #2, but is also within the immediate annexation area of the Town of Midland; and
9. Whereas, the Town of Midland has completed over 26 voluntary annexations of 1,735.8 acres over the last five years, and the rate of annexation requests have continued at that rate, most recently including the annexation of over 700 acres into the Midland town limits within a stone's throw of the proposed site of Flowes Station #2; and
10. Whereas, within 5-10 years, the proposed Flowes Station #2 will be surrounded by the Midland town limits and be located in an area that it no longer serves; and
11. Whereas, in addition to the financially irresponsible behavior of placing their primary station up as collateral for a \$550,000 loan, Flowes Store has misinformed their own fire districts residents about the nature of their proposed station, specifically by not being transparent to their own district residents that construction of the proposed station #2 to building code, and equipping and staffing the station to the same level as the existing Midland Station #2 will require a substantial increase in their fire district tax, and
12. Whereas, Midland Fire has run calculations showing that the increase in the Flowes Fire District tax rate that would be needed to provide equivalent services out of their proposed Station #2, would result in the Flowes Store fire tax rate having to be increased to a rate higher than the Midland fire tax rate; and
13. Whereas, this lack of transparency was purposeful and calculated to incite residents of the Flowes Fire District to lobby Cabarrus County Commissioners in an attempt to derail the findings in the 7 month long fire study; and
14. Whereas, given that this area is already served by an existing fully funded station, Midland Station #2, the recent \$550,000 in debt taken on by Flowes Store along with the future fire tax

increase that would be required to build it to code, and equip and staff it to an equivalent level is completely unnecessary and avoidable; and

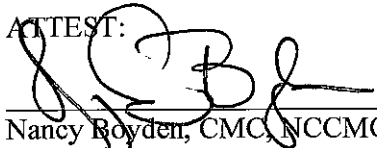
15. Whereas, the Town of Midland finds that the recent actions by Flowes Store Fire Department are egregious and not in the best interests of the southern part of Cabarrus County; and

Now, Therefore, Be it resolved, The Midland Town Council requests the following:

1. That the Cabarrus County Commissioners vote to move the fire district lines between Flowes Store District, Midland District, and Harrisburg District consistent with the map found on page 117 of the Cabarrus County Fire Study.
2. That the Cabarrus County Commissioners not support a fire tax increase for the Flowes Store District for a duplicative station not supported by the findings of the 2020 Fire Study.
3. That the Cabarrus County Commissioners recommend that the Flowes Store Fire Department place the recent property they purchased back on the market for sale, so that the proceeds from the sale can be used to satisfy the existing loan under which their primary station has been placed as collateral.

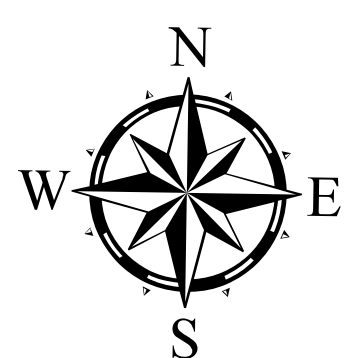
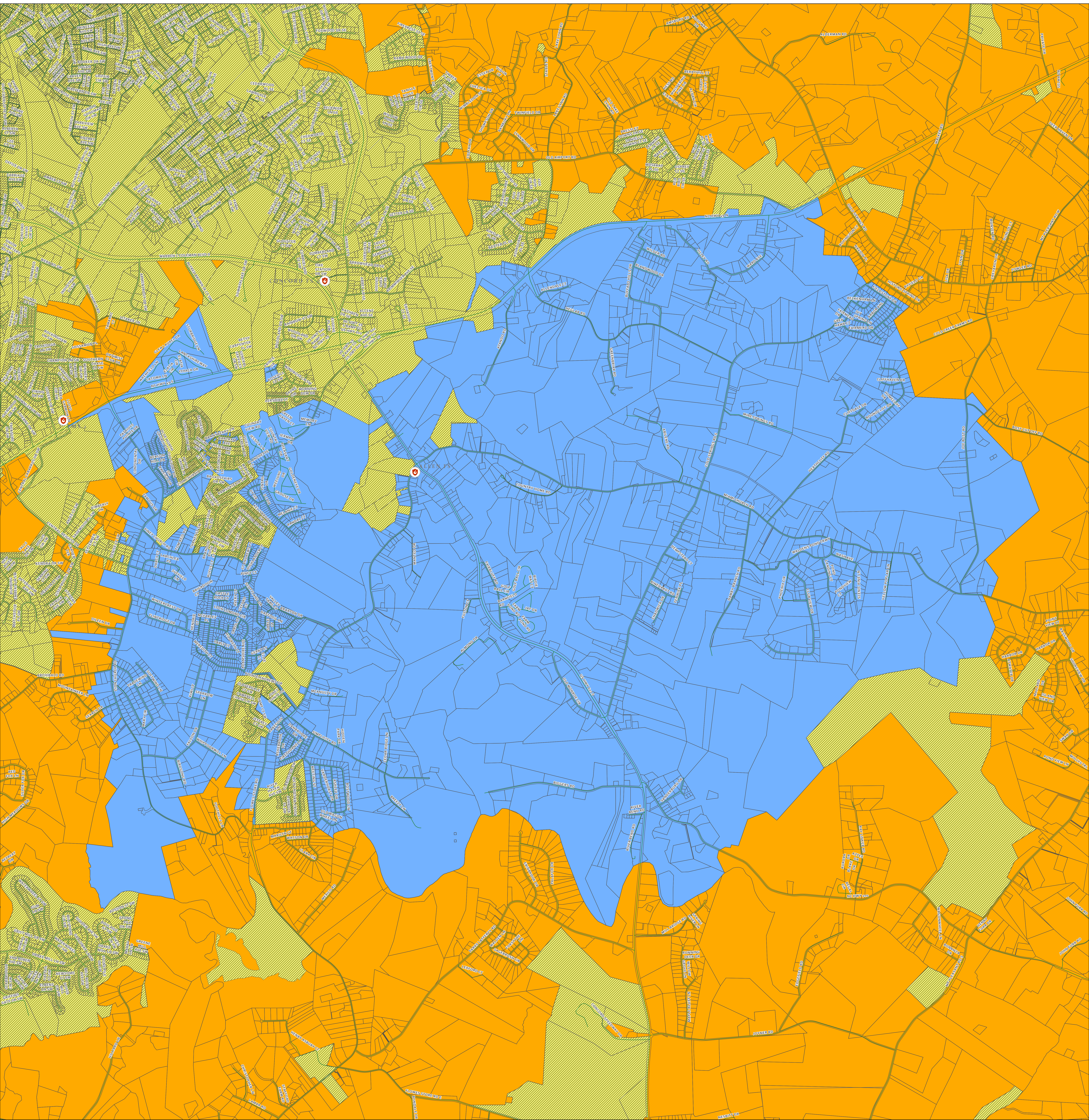
  
John Crump, Mayor

ATTEST:

  
Nancy Royden, CMC, NCCMC  
Town Clerk



# Allen Fire District



0 0.15 0.3 0.6 0.9 1.2 Miles

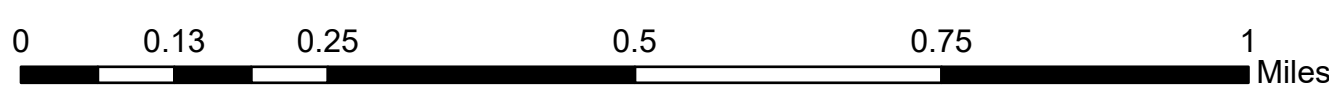
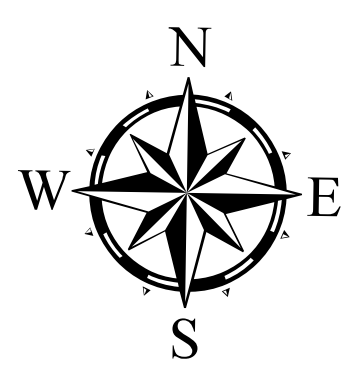
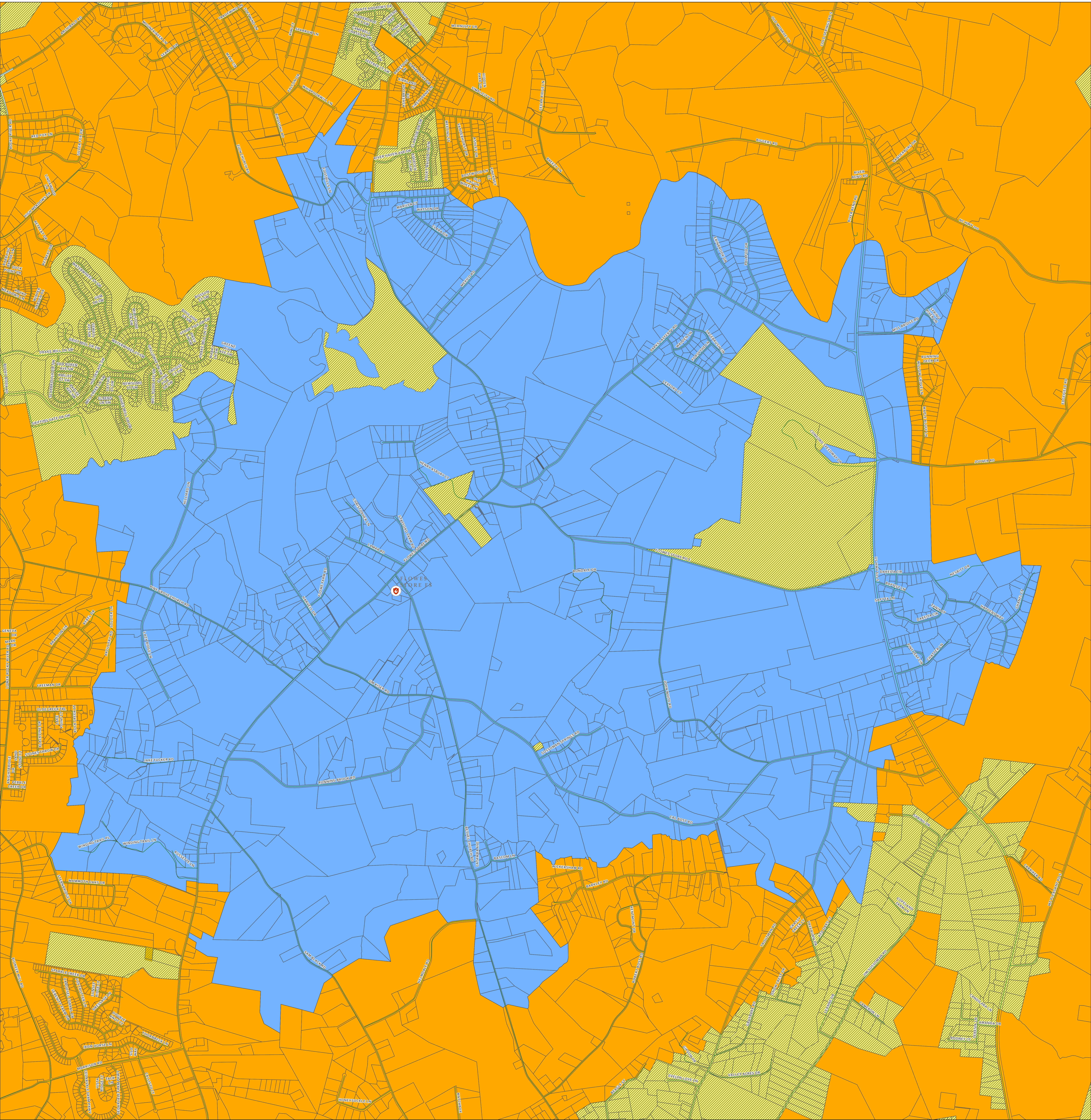
**Legend**

- Fire Stations
- Tax Parcels
- Allen Fire District
- County Boundary
- Streets
- Other Fire Districts
- Municipal District


DRAFT


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Map Prepared by Cabarrus County ITS, Jan 2022.


# Flowes Store Fire District





**Legend**


 Fire Stations

 Tax Parcels

 Flowes Store Fire Districts

 County Boundary

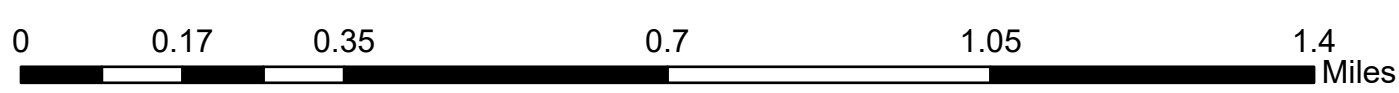
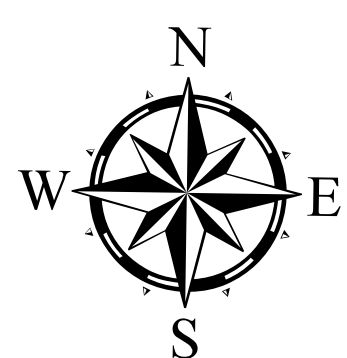
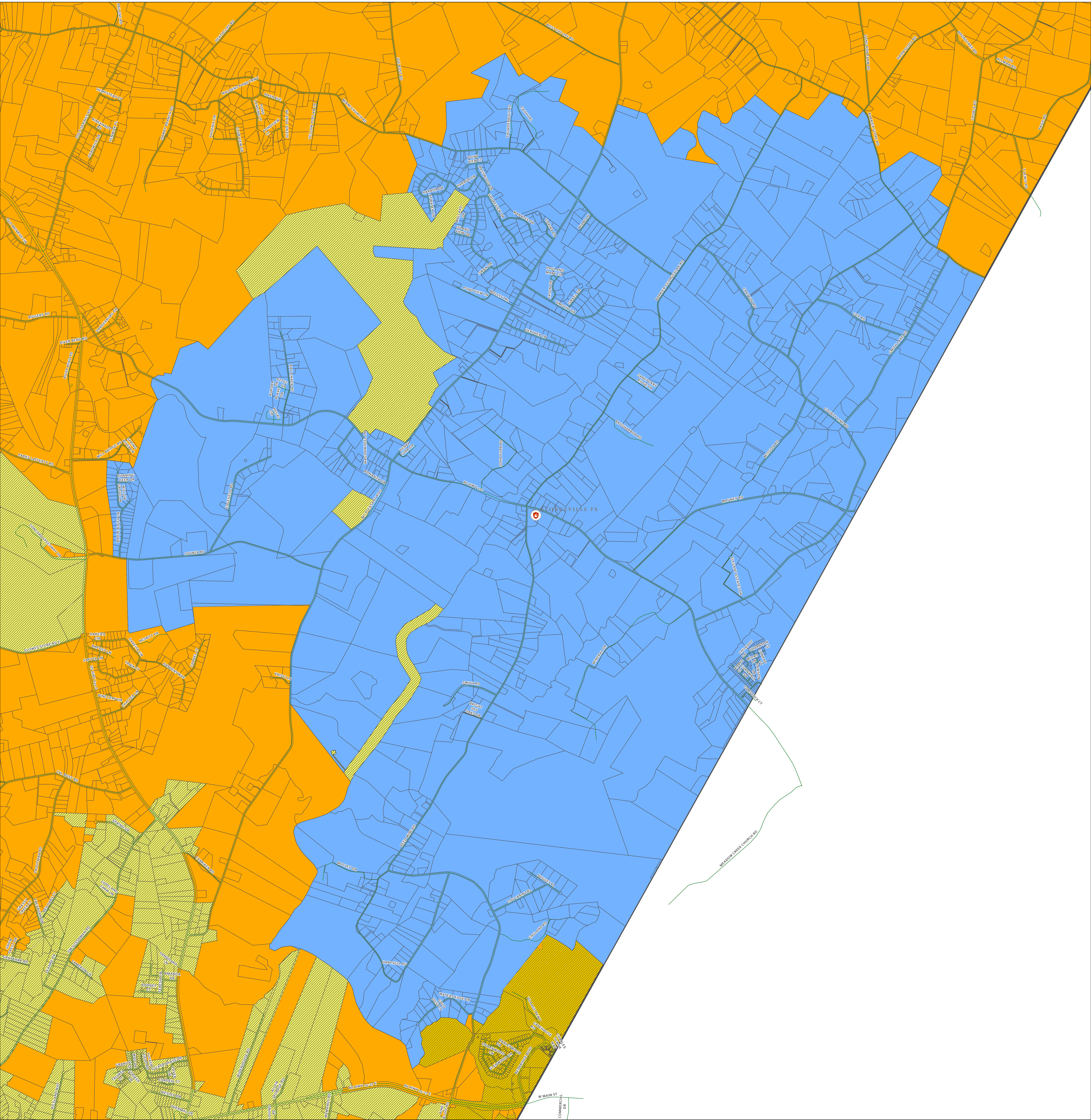
 Other Fire Districts

 Municipal District

DRAFT

Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. This data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.  
Map Prepared by Cabarrus County ITS, Jan 2022.

# Georgeville Fire District



**Legend**

Fire Stations

Tax Parcels

Georgeville Fire Districts

County Boundary

Streets

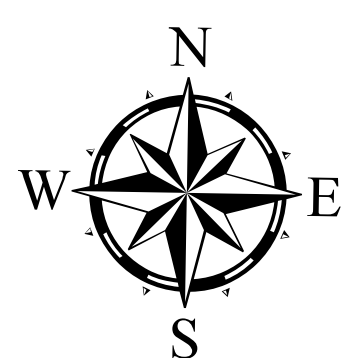
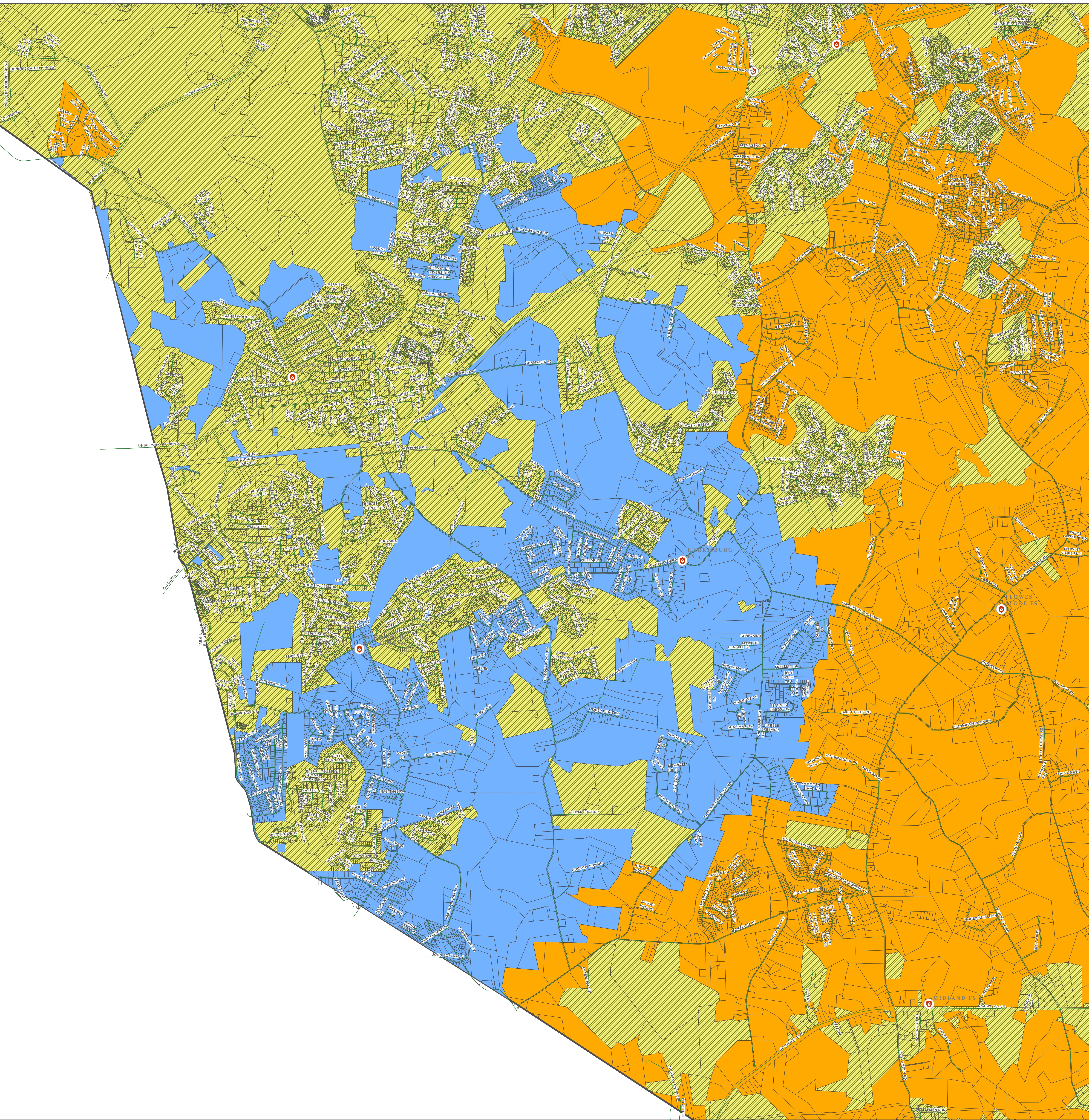
Other Fire Districts

Municipal District

DRAFT

Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. This data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.  
Map Prepared by Cabarrus County ITS, Jan 2022.

# Harrisburg Rural Fire District



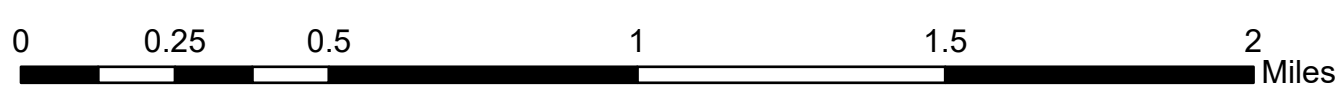
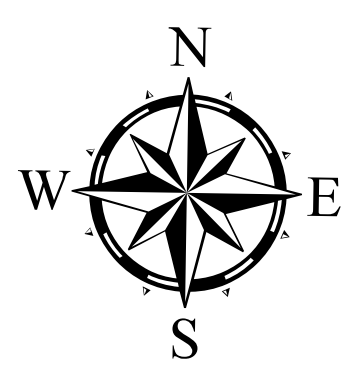
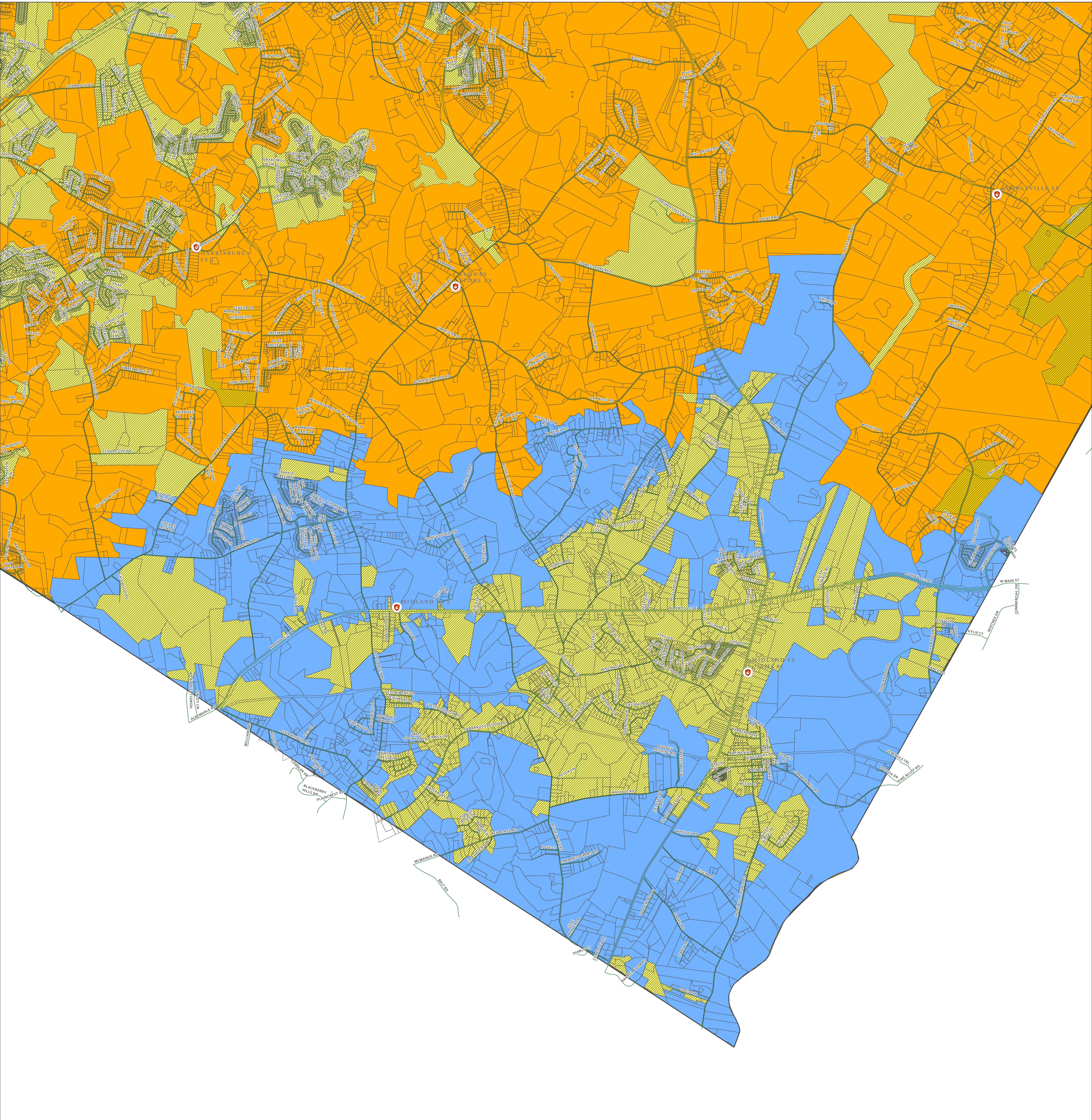
0 0.2 0.4 0.8 1.2 1.6 Miles

Legend	
 Fire Stations	 Municipal District
 Tax Parcels	
 Harrisburg Rural Fire Districts	
 County Boundary	
 Other Fire Districts	

DRAFT

Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. This data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.  
Map Prepared by Cabarrus County ITS, Jan 2022.

# Midland Fire District



Legend	
Fire Stations	Municipal District
Tax Parcels	
Midland Fire Districts	
County Boundary	
Streets	
Other Fire Districts	

DRAFT

Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. This data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.  
Map Prepared by Cabarrus County ITS, Jan 2022.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Utility Easement Request at IAM Operations Center

### **BRIEF SUMMARY:**

We have one outstanding utility item from the Cabarrus County IAM Operations Center renovations. Part of the conditions of approval included conveyance of a public utility easement to encompass the 8" public water main and water service meters to the City of Concord.

### **REQUESTED ACTION:**

Motion to approve the easement with authorization for the County Manager to sign the document pending review by the County Attorney.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

### **ATTACHMENTS:**

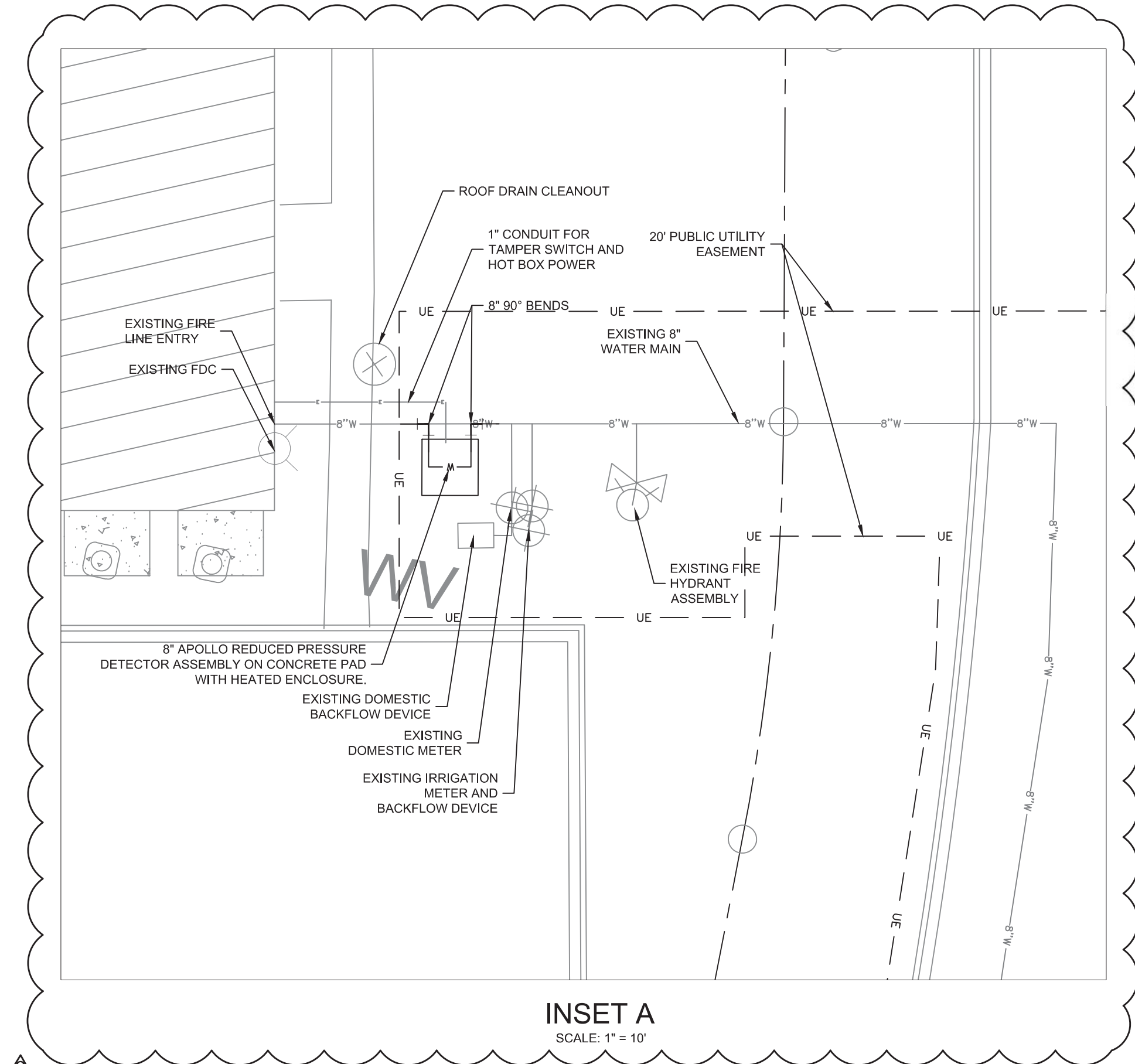
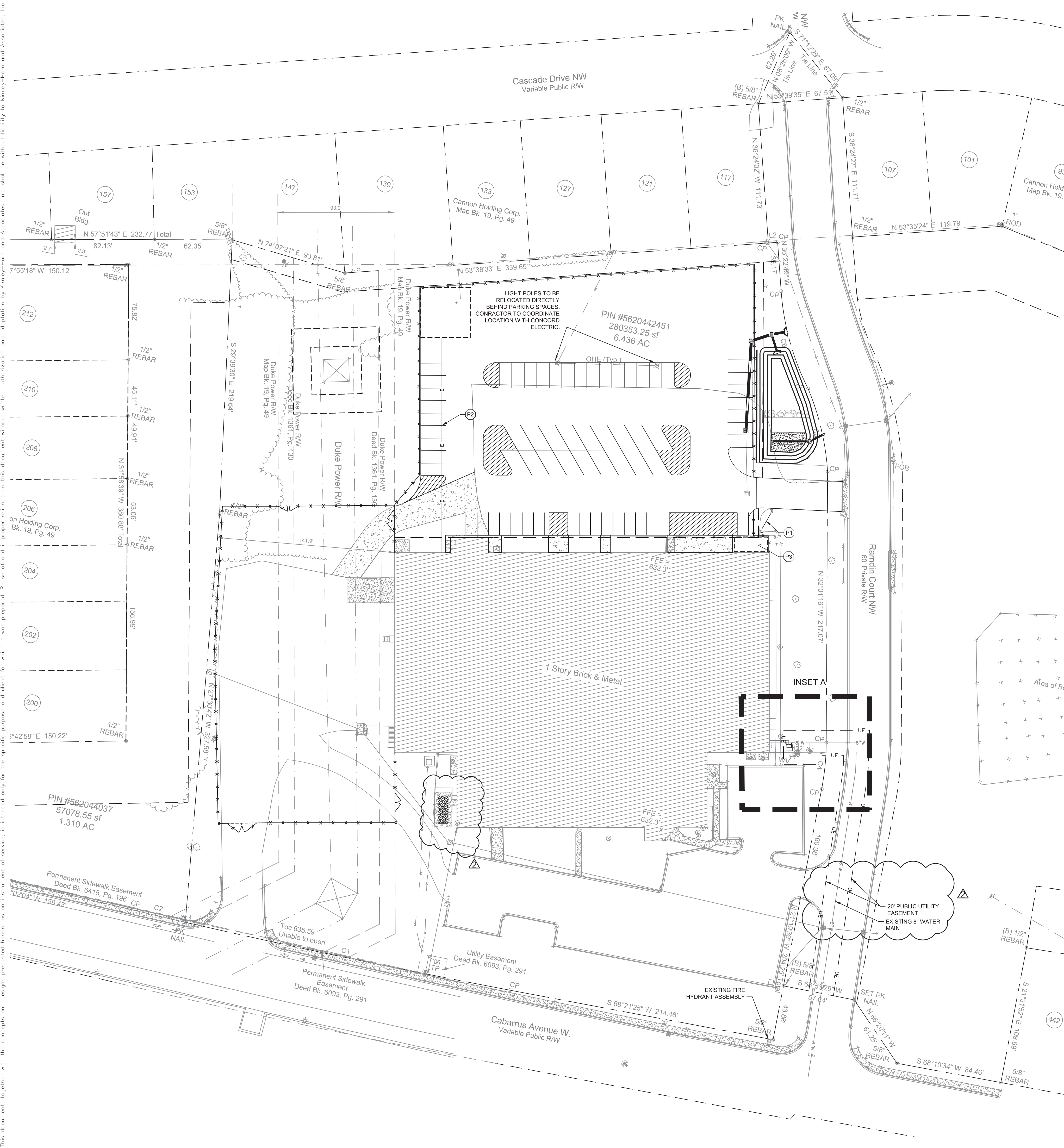
- ▣ Utility Plan
- ▣ Utility Survey
- ▣ IAM Ops Center Water Utility Easement

# CONCORD, CABARRUS COUNTY, NORTH CAROLINA

Fire sprinkler system permit application required to include the new RPDA backflow.

## Page 111

Plotted By: Tidd, Nathan    Sheet Set: CC Operations Center    Layout: C501 - UTIL    July 27, 2020    10:48:54am    C:\Users\kathryn.ltda\OneDrive\Cabarrus County - Operations Center\02 - DWG\PlanSheets\C501 - UTIL.dwg    This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of any part of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



CONTRACTOR SHALL REFER TO ARCH / MEP PLANS FOR EXACT UTILITY ENTRANCE LOCATIONS.

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SYSTEM ARE PROHIBITED

**CAUTION!!**  
**CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.**

**UTILITY PLAN NOTES**

- SEE "GENERAL NOTES" SHEET FOR SITE GENERAL NOTES AND ZONING NOTES.
- REFER TO GENERAL NOTES SHEET FOR GENERAL, WATER UTILITY, AND SANITARY SEWER, NOTES, MATERIALS, AND REQUIREMENTS.
- SEE "EXISTING CONDITIONS" FOR COMPLETE BOUNDARY DESCRIPTION, ADJOINING PROPERTIES, ZONING AND USE, AND EXISTING UTILITY LOCATIONS AND SIZES.
- PIPE LENGTHS SHOWN ARE MEASURED FROM CENTER TO CENTER OF STRUCTURES ROUNDED TO THE NEAREST FOOT.
- ADJUSTMENTS OF EXISTING MANHOLE CASTINGS TO GRADE TO A MAXIMUM OF 12 INCHES SHALL BE MADE USING PRECAST CONCRETE ADJUSTING RINGS PROVIDED THE TOTAL HEIGHT OF EXISTING AND NEW ADJUSTING RINGS DOES NOT EXCEED 12 INCHES.
- ADJUSTMENTS OF CASTINGS WHERE THE TOTAL HEIGHT OF ADJUSTING RINGS WOULD EXCEED 12 INCHES SHALL BE MADE BY REPLACING THE CONE AND/OR BARREL SECTION OF THE STRUCTURE.

**UTILITY KEYNOTE LEGEND**

**GENERAL KEYNOTES**

(A) A MINIMUM VERTICAL SEPARATION OF 18-INCHES SHALL BE MAINTAINED AT CROSSINGS. IN THE EVENT THAT MINIMUM SEPARATION REQUIREMENTS CANNOT BE MET, THE CONTRACTOR SHALL UTILIZE A CONCRETE CRADLE AND PIPE REQUIREMENTS PER THE GOVERNING AGENCY.

**POWER - COMMUNICATION (TELEPHONE, FIBER OPTIC, DATA, TV) KEYNOTES**

(P1) ELECTRIC CONDUIT TO GATE KNOX BOX SIGNS - (#) 1" CONDUITS.

(P2) ELECTRIC CONDUIT TO GENERATOR STORAGE AREA

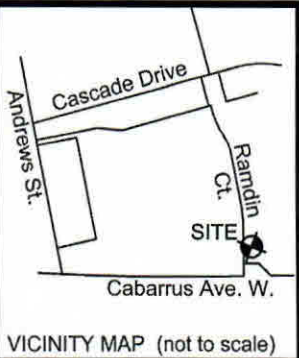
(P3) PROPOSED OIL TANK AREA



CABARRUS COUNTY OPERATIONS CENTER PREPARED FOR CABARRUS COUNTY		484 CABARRUS AVE. CONCORD NORTH CAROLINA	
SHEET NUMBER <b>C6-0</b>		BY DATE	
KHA PROJECT 017459001		NO. <b>Δ</b>	
DATE 07/02/2020		MODIFICATION #2 6/10/2020	
SCALE AS SHOWN		MODIFICATION #1 6/28/2020	
DESIGNED BY CRP		REVISIONS	
DRAWN BY CRP		No.	
CHECKED BY KHL			

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
200 SOUTH TRYON, SUITE 200, CHARLOTTE, NC 28202  
PHONE: 704-333-5131  
WWW.KIMLEY-HORN.COM  
NC LICENSE #F-0102

# PUBLIC UTILITY EASEMENT SURVEY



Line	Bearing	Distance
L1	S 68°53'29" W	20.01'
L2	N 30°23'11" W	11.77'
L3	S 57°39'39" W	17.35'
L4	S 32°20'21" E	7.23'
L5	S 57°41'46" W	30.74'
L6	N 32°18'31" W	27.21'
L7	S 68°53'29" W	16.94'
L8	S 68°53'29" W	20.68'

Tie Line  
Tie Line

## LEGEND

- R/W - RIGHT OF WAY
- (F) - FOUND
- (B) - BENT
- a/s - AS SHOWN
- o - CALCULATED POINT
- 20' PUBLIC UTILITY EASEMENT

1 Story Brick & Metal

Area In 20' Public  
Utility Easement  
5439.98 sf  
0.125 AC

Cabarrus County  
Deed Bk. 13476, Pg. 136  
PIN #5620443498  
Cabarrus Co. Registry

Cabarrus County  
Deed Bk. 13476, Pg. 136  
PIN #5620443498  
Cabarrus Co. Registry

Asphalt  
Parking Lot

Cabarrus Avenue W.  
Variable Public R/W



## NOTES:

- \* Deed Reference - Deed Bk. 13476, Pg. 136 Cabarrus County  
Dated April 26, 2019 Recorded in Cabarrus Co. Registry
- \* Map Reference - 14.035 AC - Cabarrus Avenue W. Dated October 18, 2018  
Unrecorded Plat Performed by R. Scott Dyer, PLS
- \* Property subject to recorded and unrecorded right of ways, easements and  
agreements as may appear.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 13476, page 136, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated is 1:67,998; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600). Witness my original signature, registration number and seal this 30th day of December, A.D., 2021.

*R. Scott Dyer*  
R. Scott Dyer, PLS #4444

DRAWN BY: S. Kimrey

NLS NO.: 18150

DATE: December 30, 2021

SCALE: 1" = 50'



NORSTAR LAND SURVEYING, INC.

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

Cabarrus County  
40 Ramdin Court NW

City of Concord

Cabarrus County, NC

Drawn By: Richard M. Koch, County Attorney  
Return to: City of Concord, ROD Box

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

PIN # 5620443498  
Grant of Permanent Water Infrastructure  
Easement to  
CITY OF CONCORD

The undersigned Grantor, CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina, in consideration of payment to the Grantor of the sum of One Dollar, (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licenses, the right, privilege, and easement to enter and re-enter at any time and to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol one public utility, namely water infrastructure, underground, including but not limited to lines and any and all related fixtures or appurtenances; the right to clear the easement area and keep it clear of brushes, trees, buildings, obstructions, and fire hazards; and the right to remove trees, if any, located beyond the limits of the easement area, but also which interfere with the utility easements or the easement area; the above described rights being incident to performance by the Grantee of its functions as a municipality or as the operator of a public utilities system, or the performance by any contractor, agent or licensee of the Grantee of any public utilities functions, the premises to be affected hereby being more particularly described as follows and as depicted on the attached Public Utility Easement Survey, attached as Exhibit A:

A Variable Width Permanent Utility Easement Area

Beginning at a calculated point, said point being located within the right-of-way of Ramdin Court NW (60' Public R/W) and located on the northern right-of-way of Cabarrus Avenue W. (Variable Public R/W), said point being located N 68°53'29" E 20.68 feet from a 5/8" rebar, said rebar being located on the western right-of-way of Ramdin Court NW (60' R/W) and the northern right-of-way of Cabarrus Avenue (Variable Public R/W), thence within the right-of-way of Ramdin Court (60' Public R/W) the following three (3) calls: (1) N 23°28'33" W 178.76 feet to a calculated point; (2) N 30°23'11" W 11.77 feet to a calculated point; (3) S 57°39'39" W 17.35 feet crossing over the western right-of-way of Ramdin Court NW (60' Public R/W) to a calculated point; thence through the property of Cabarrus County (Deed Bk. 13476, Pg. 136) the following four (4) calls: (1) S 32°20'21" E 7.23 feet to a calculated point; (2) S 57°41'46" W 30.74 feet to a calculated point; (3) N 32°18'31" W 27.21 feet to a calculated point; (4) N 57°39'39" E 68.76 feet to a calculated point, said point being located within the right-of-way of Ramdin Court NW (60' Public R/W); thence within the right-of-way of Ramdin Court NW (60' Public R/W) the following two (2) calls: (1) S 30°23'11" E 33.67 feet to a calculated point; (2) S 23°28'33" E 180.79 feet to a calculated point located on the northern right-of-way of Cabarrus Avenue W. (Variable Public R/W), said point also being located S 68°53'29" W 16.94 feet from a PK Nail located on the northern right-of-way of Cabarrus Avenue W. (Variable Public R/W); thence with the northern right-of-way of Cabarrus Avenue W. (Variable Public R/W), S 68°53'29" W 20.01 feet to the POINT AND PLACE OF BEGINNING and containing 0.125 AC.

The Grantor by the execution of this instrument acknowledges the plans for the above referenced project as it affects the remaining property have been fully explained to it through its authorized representatives.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever.

**This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular time frame.**

**This property right may be assigned by the Grantee, or its successors.**

The Grantor shall have the right to use the above-described easement area for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such strip, without the express written permission of the Grantee.

IN WITNESS, these presents have been duly executed under seal by the Grantor on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CABARRUS COUNTY

BY: \_\_\_\_\_  
Steve Morris, Chair of the Board of Commissioners

ATTEST:

\_\_\_\_\_  
Lauren Linker, Clerk to the Board

\*\*\*\*\*

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

CORPORATE NOTARY

I, \_\_\_\_\_, a Notary Public of the County of \_\_\_\_\_, State of North Carolina, certify that Steve Morris, and Lauren Linker, Clerk to the Board, personally came before me this day and acknowledged that they are the Chair of the Board of Commissioners, and Clerk to the Board of Cabarrus County, and that by the authority duly given and as the act of such entity, they signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and notary seal or stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[SEAL]

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

My Commission Expires: \_\_\_\_\_

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Request of Donation of Surplus Kitchen Equipment

### **BRIEF SUMMARY:**

On 12-30-21 Infrastructure and Asset Management (IAM) received an email from Allen Lark with the Weber City Volunteer Fire Department in Weber City, Virginia requesting consideration of a free donation of two pieces of kitchen equipment. IAM was advertising two (2) Southbend Natural Gas Griddle Ranges on govdeals.com that were original pieces of equipment used in the Jail Housing Kitchen. Both units are in good condition and have been relatively unused over the past several years which is why they were surplus. Each unit was being listed with a starting price of \$2,500 each. The Weber City Volunteer Fire Department saw these items on govdeals.com and wants to utilize them both in a building they have recently acquired and are renovating for a new fire station which will be equipped with a commercial grade kitchen.

### **REQUESTED ACTION:**

Receive input from the Board if they are willing to donate these two pieces of equipment to the Weber City Volunteer Fire Department and allow IAM to pursue the free transfer.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations  
Thomas Nunn, Chief Procurement Officer

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▢ Weber City VFD Request Letter



## Weber City Volunteer Fire Department

149 Roland Street – 2706 U.S. Hwy 23 North

Weber City, Virginia 24290

(276) 386-3116 – Fax (276) 386-3605



Mr. Bilafer,

I saw on Govdeals where your agency just had (2) Southbend P36D-TTT Natural Gas Griddle Ranges for auction. It appears neither of the items received a bid. Would your agency consider donating one of both of them to a Volunteer Fire Department?

My fire department has acquired a building where we are in the process of renovating it into a new fire station. In our design thoughts, we would like to incorporate a commercial grade kitchen within our new station. This commercial kitchen would allow us to have many capabilities. It would allow us to cook meals in house for our members when we have training classes. The kitchen would also permit the opportunity to cook food for fund raising opportunities, to help pay for the station. Last, and not least, the kitchen would allow us the capability of cooking and serving meals to our community in a time of disaster.

We also have the need for other large items for our kitchen, if you may happen to have any of the following:

1. Steam Table, at least 4 bays
2. Convection Oven(s)
3. Char Broiler
4. Refrigerator(s)
5. Stainless Steel Prep Table(s)
6. Microwave Oven(s)
7. Large Ice Machine
8. Coffee Maker(s)
9. Dishwasher(s)
10. Kitchen Stock Pots, Pans, and Utensils

This entire process is overwhelming, very costly, with limited funds.

I would greatly appreciate your consideration for our request, any help or assistance would be greatly appreciated, but understand if this is something your agency can not do.

Thank you,  
Allen Lark

A handwritten signature in cursive script that reads "Allen Lark".

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Temporary Easement for Building Adjacent to County Parking Garage

### **BRIEF SUMMARY:**

The mixed use building (Novi Flats) that is being constructed next to the County Parking Deck needs an additional easement from the County. A water meter easement and a generator easement have already been approved by the Board of Commissioners during the June 2021 regular meeting . This easement is for the placement of temporary fencing and subsequent closing of approximately 190 parking spaces at the deck for the duration of the "vertical" construction of the component which could last up to eighteen months. This is prevent any potential falling items from striking parked vehicles.

### **REQUESTED ACTION:**

Motion suspend the Rules of Procedure due to time constraints.

Motion to approve the easement between Cabarrus County and Novi Flats LLC; and authorize the County Manager to execute the easement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ Temporary Construction Easement
- ▣ Color Rendering of parking space closures

Record and Return To:  
Drew Melville, Esquire  
Melville Law, P.A.  
101 NE 3<sup>rd</sup> Avenue Suite 1500  
Fort Lauderdale, Florida 33301

### TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the “Easement”) is granted as of the \_\_\_\_ day of September 2021, (the “Effective Date”) by and between CABARRUS COUNTY, NORTH CAROLINA, a public body corporate and politic (“Grantor”), and NOVI FLATS, LLC, a North Carolina limited liability company (“Grantee”).

#### RECITALS:

A. Grantor owns, maintains and operates a parking deck at Corban Ave SW and Spring St SW in the City of Concord (the “City”) Cabarrus County, North Carolina as labeled and depicted on Exhibit "A" attached and incorporated into this Easement (the “County Property”).

B. City and Grantee’s Manager entity Concord Master Venture, LLC, a Florida limited liability company, entered into that certain Amended and Restated Master Development Agreement dated September 22, 2020, as may be amended from time to time (the “MDA” ), under which Grantee is constructing a mixed-use development project (the ‘Project’) on adjacent property that Grantee owns, as further labeled on Exhibit “B” attached and incorporated into this Easement (the “Project Property”).

C. Grantee has requested, and Grantor is hereby granting, an easement over, through, upon and across the portion of the County Property depicted and described on Exhibit “C attached and incorporated into this Easement (the “Easement Area”) for the purposes of staging, access, scaffolding and related purposes as needed by Grantee to develop the Project on the Project Property.

NOW THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee and Grantee’s contractors, a temporary easement over, through, upon and across the Easement Area for the purposes outlined in Recital C, above.

THE EASEMENT hereby granted is non-exclusive and made subject to all easements, conditions, and restrictions, reservations and other matters of public record, and shall in no way restrict the right or interest of Grantor, its successors and assigns in the use and quiet enjoyment of the Easement Area to the extent that such use does not unreasonably interfere with the easement and related rights granted to Grantee in this Easement.

THE TEMPORARY easement rights granted in this Easement shall extend to and include the right to perform required maintenance and repairs to the improvements now or hereafter constructed in accordance with the terms of this Easement. This Easement shall be effective for a period commencing on the Effective Date and continuing until the City of Concord has issued a certificate of occupancy for the Project. Upon termination, either Grantor or Grantee upon request of the other shall execute and record a termination and release of the Easement to provide evidence in the public records of the termination of the Easement.

The Grantee, for itself and its successors and assigns covenants and agrees at its sole cost and expense, to indemnify and hold the Grantor, its successors and assigns, harmless against and from any and all claims by or on behalf of any person, firm, limited liability company or corporation arising out of Grantee's use or from any work or thing done whatsoever in or about the easement areas by the Grantee, or any person or entity working on behalf of the Grantee, and further to indemnify and hold the Grantor harmless against and from any and all claims arising from any condition on the easement areas caused by the Grantee or arising from any breach or default on the part of the Grantee in the performance of any covenant or agreement to be performed by Grantee pursuant to the terms of this Easement, or arising from any act, omission or negligence of the Grantee or arising from any accident, injury or damage whatsoever caused to any person, firm, limited liability company or corporation in or about the easement areas, and from and against all costs, damages, attorneys' fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon; and in case any action or proceeding be brought against the other parties by reason of any such claim, the Grantee covenants to resist or defend any such action or proceeding by counsel satisfactory to the Grantor. The above indemnity shall not apply in the case of any gross negligence or willful misconduct of Grantor. Grantee's indemnity under this paragraph includes against any and all damage to Grantor's property arising out of or in connection with the public's use of the County Property; Grantor disclaims any such liability to Grantor's property and Grantee accepts that disclaimer.

Prior to commencing construction of the Easement Area Improvements, Grantee will place or cause to be placed all necessary signage to alert the public of and divert the public from the Easement Area.

Grantee will fully repair any damage occasioned by Grantee's use the Easement Area upon completion of the Project, including any damage or repair to Grantor's sidewalks, parking deck or parking areas caused by debris, equipment, or temporary fencing.

Grantee shall obtain, maintain and provide Grantor, and shall cause any consultant, contractor or other person entering the Easement Area to obtain, maintain and provide Grantor

with proof of (i) comprehensive general liability insurance in the amount of at least \$1,000,000.00 combined, single limit coverage, naming Grantor as an additional insured and (ii) with other coverages reasonably required by and satisfactory to Grantor.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its proper officers thereunto duly authorized on the day and year first above written.

**GRANTOR:**

CABARRUS COUNTY, NORTH CAROLINA  
[SEAL]

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

Title:

**ATTEST:**

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

Approved as to form:

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

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged under seal that she is \_\_\_\_\_ of the Cabarrus County, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by herself as its \_\_\_\_\_.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public

My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**GRANTEE:**

Signed, sealed and delivered

NOVI FLATS, LLC, a North Carolina limited liability company

By:

CONCORD MASTER VENTURE, LLC, a Florida limited liability company, Its Manager

in the presence of:

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Peter Flotz, Manager

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ }

}

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Peter Flotz, as Manager of CONCORD MASTER VENTURE, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me and who did not take an oath.

NOTARY PUBLIC

Printed name of Notary Public

\_\_\_\_\_  
(SEAL)

[END OF SIGNATURES]

## EXHIBIT “A”

EXHIBIT "B"  
LEGAL DESCRIPTION  
PROJECT PROPERTY

CABARRUS COUNTY PIN: 5620-97-0377

ALL OF THAT REAL PROPERTY IN #12 TOWNSHIP, CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA, BEING A PORTION OF DEED BOOK 663 PAGE 133, LYING SOUTH OF BARBRICK AVENUE SW AND NORTH OF SPRING ST SW, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL IN SIDEWALK AT THE SOUTHWESTERN CORNER OF TRACT #1 (MB: 80 PG: 3; CABARRUS COUNTY REGISTER OF DEEDS); HAVING A NC GRID~NAD 83 (2011) COORDINATES OF N= 607,311.95 FEET, E= 1,528,982.52 FEET, THE TRUE POINT OF BEGINNING;

THENCE N 48° 32' 49" E, WITH THE RIGHT OF WAY LINE OF BARBRICK AVENUE A DISTANCE OF 219.20 FEET, TO A #5 REBAR, BEING A CORNER OF CABARRUS COUNTY (TRACT 2, DB. 663, PG. 133);

THENCE ALONG SAID CABARRUS COUNTY TRACT 2 FOR TWO COURSES AND DISTANCES AS FOLLOWS:

1. S 41° 25' 04" E 34.38 FEET TO THE SET #5 REBAR,
2. S 48° 34' 56" W, 218.53 FEET WITH THE NORTHWESTERN LINE OF SAID CABARRUS COUNTY TO A MAG NAIL IN SIDEWALK, BEING ON THE NORTHERN RIGHT OF WAY FOR SPRING ST SW.

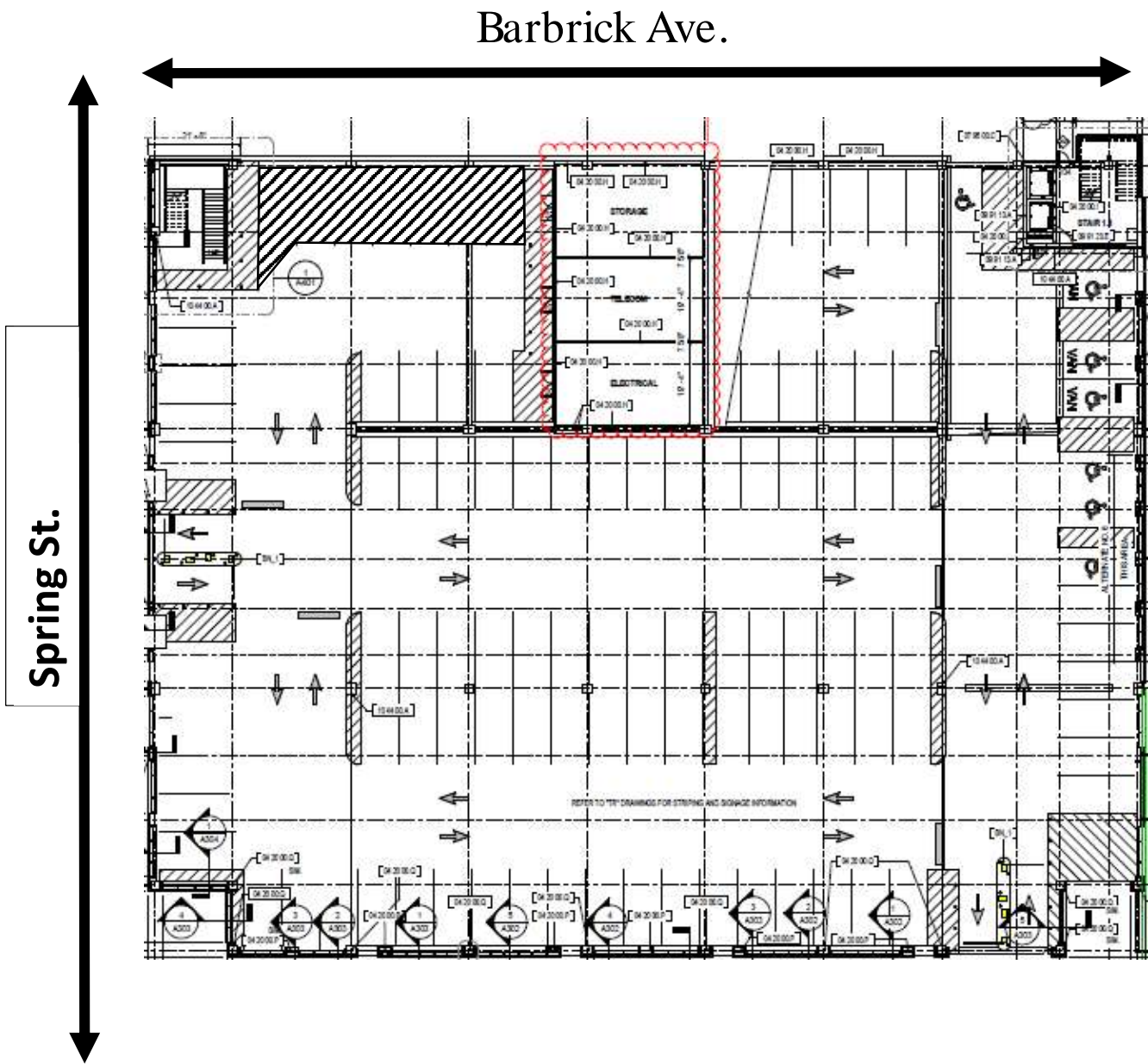
THENCE WITH SAID SPRING ST SW RIGHT OF WAY N 42° 32' 00" W, 34.25 FEET TO A MAG NAIL IN SIDEWALK BEING THE TRUE POINT OF BEGINNING, CONTAINING 0.172 AC.

## EXHIBIT “C”

- **During the next month construction of a seven-story mixed use building will begin in the area shaded in green below. Construction is expected to last 18 months.**
- **Pedestrian access in and out of the deck will still be available where the red arrows are shown below. Vehicular access on Corban Ave. and Spring St. may be impacted minimally during the construction phases and signage will be placed detailing those changes.**
- **During construction portions of the parking spaces on this side of the building will be blocked off to protect from potential falling objects coming off of the new building.**
- **As the building progresses in height more parking will be blocked off, meaning that all levels of parking above the active construction work will remain open until the new building rises to that level.**
- **In the following pages of this document you can see the specific spaces that will be unavailable.**
- **It is important to note that the barriers blocking these spaces will be temporary and can be easily moved if there is an event locally that requires the parking spaces AND ONLY IF there is no building going on at that time.**
- **The entire top level will be blocked off once construction at that height is achieved and parking will remain closed on that level until the project is complete.**

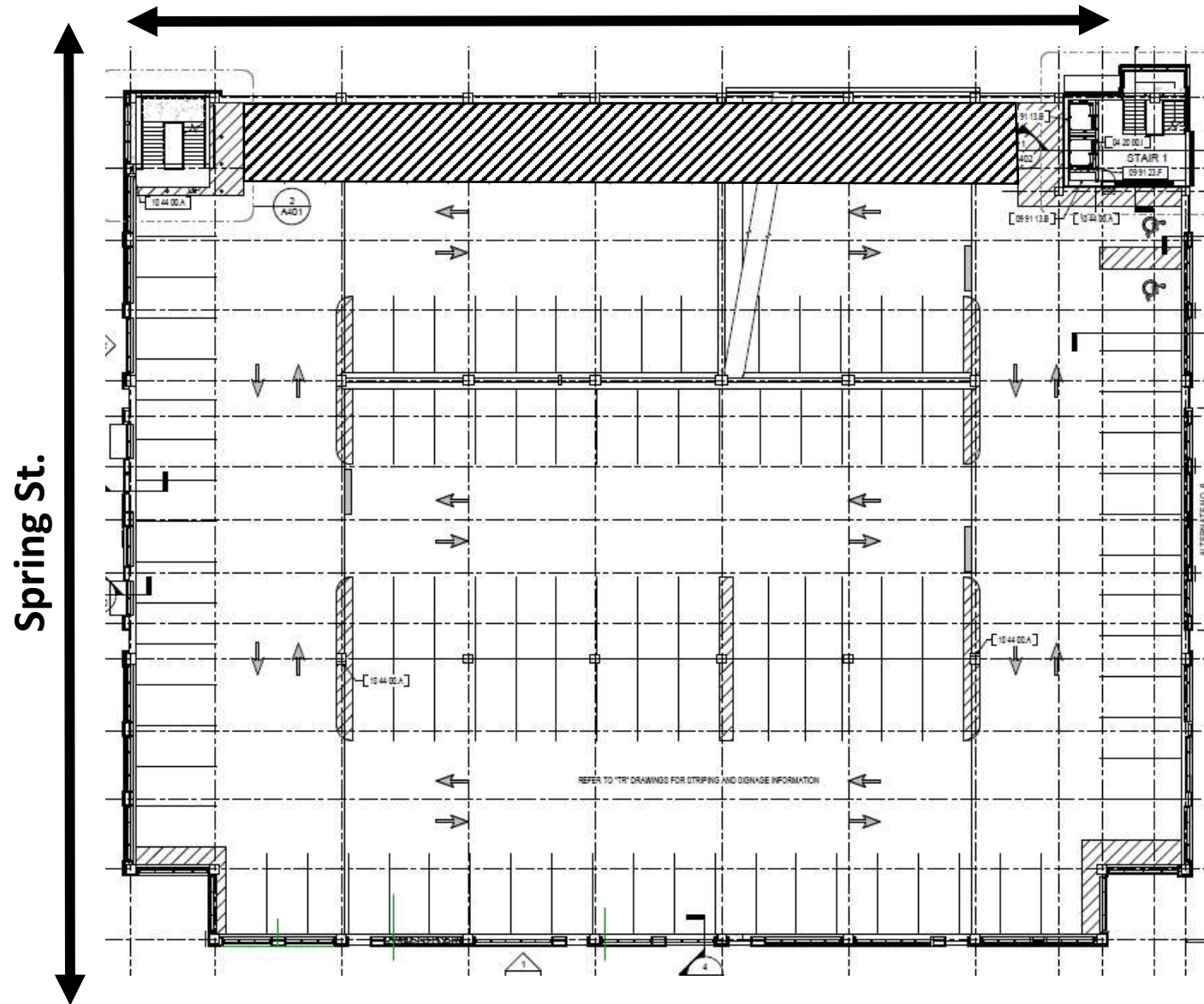
Level P1

The crosshatched area below will be closed when construction begins. The stairwell will remain open.



## Level P2

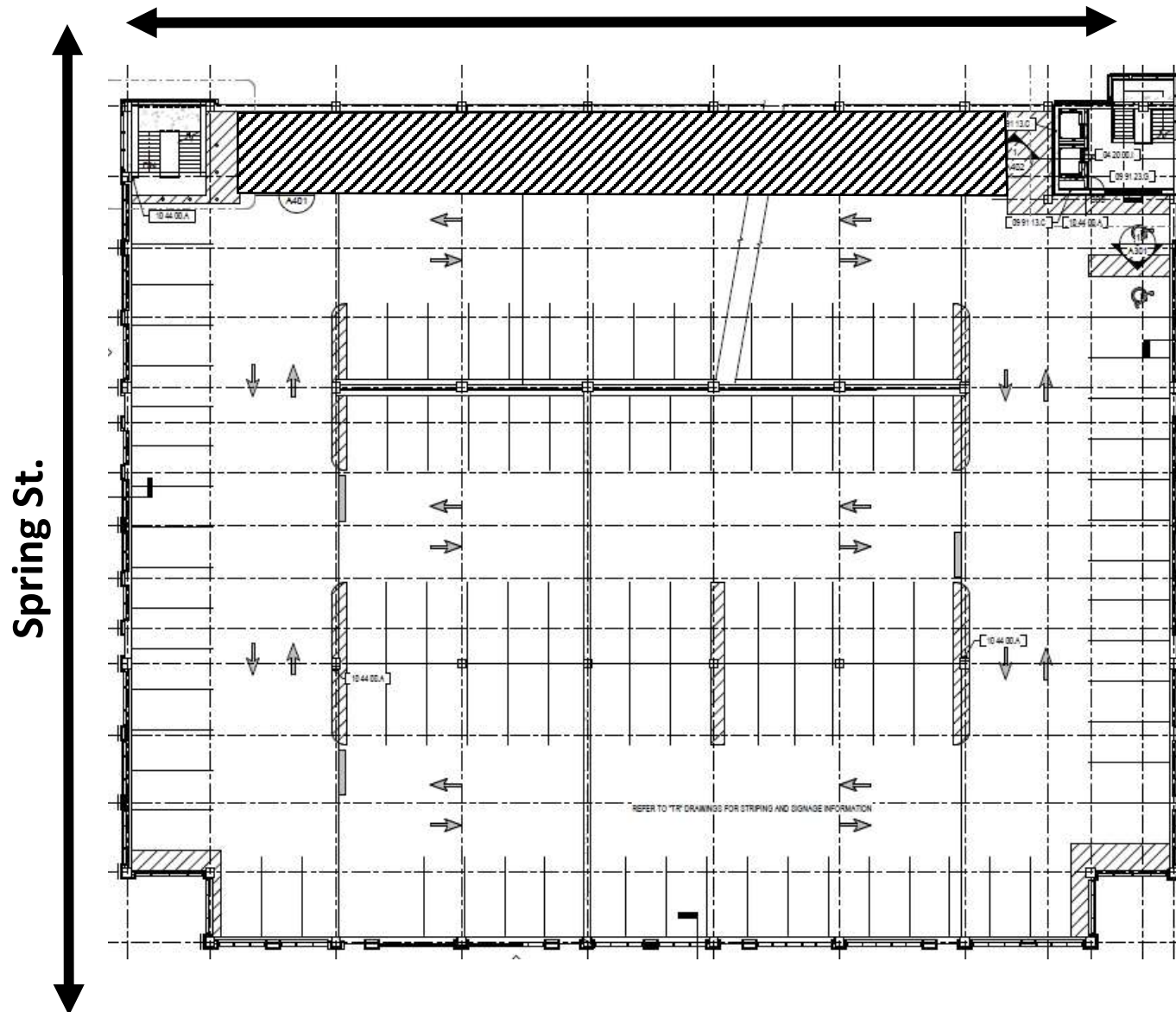
The crosshatched area below will be closed on this level when construction gets to this height.  
**Barbrick Ave.**



## Level P3

The crosshatched area below will be closed on this level when construction gets to this height.

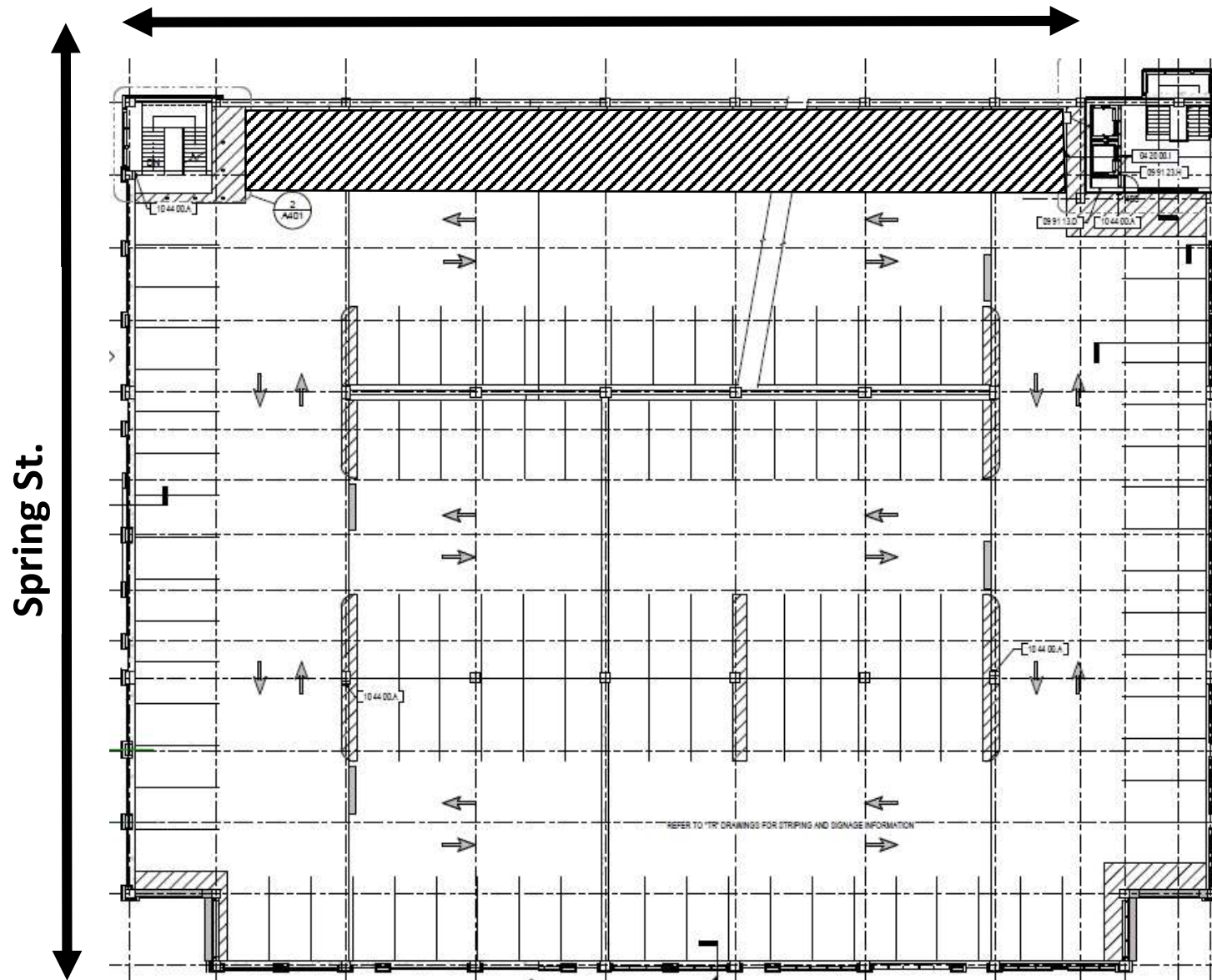
Barbrick Ave.



Level P4

The crosshatched area below will be closed on this level when construction gets to this height.

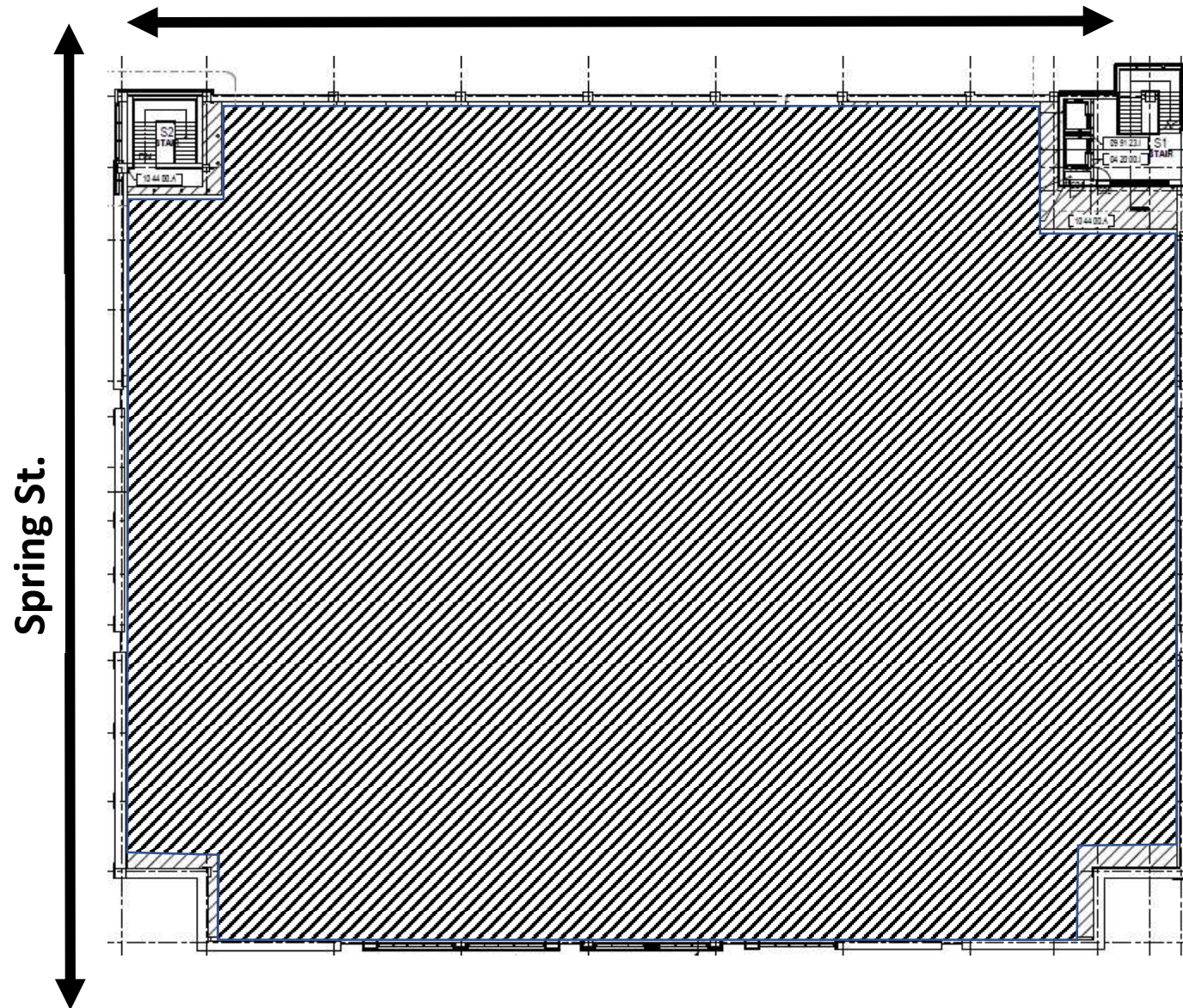
Barbrick Ave.



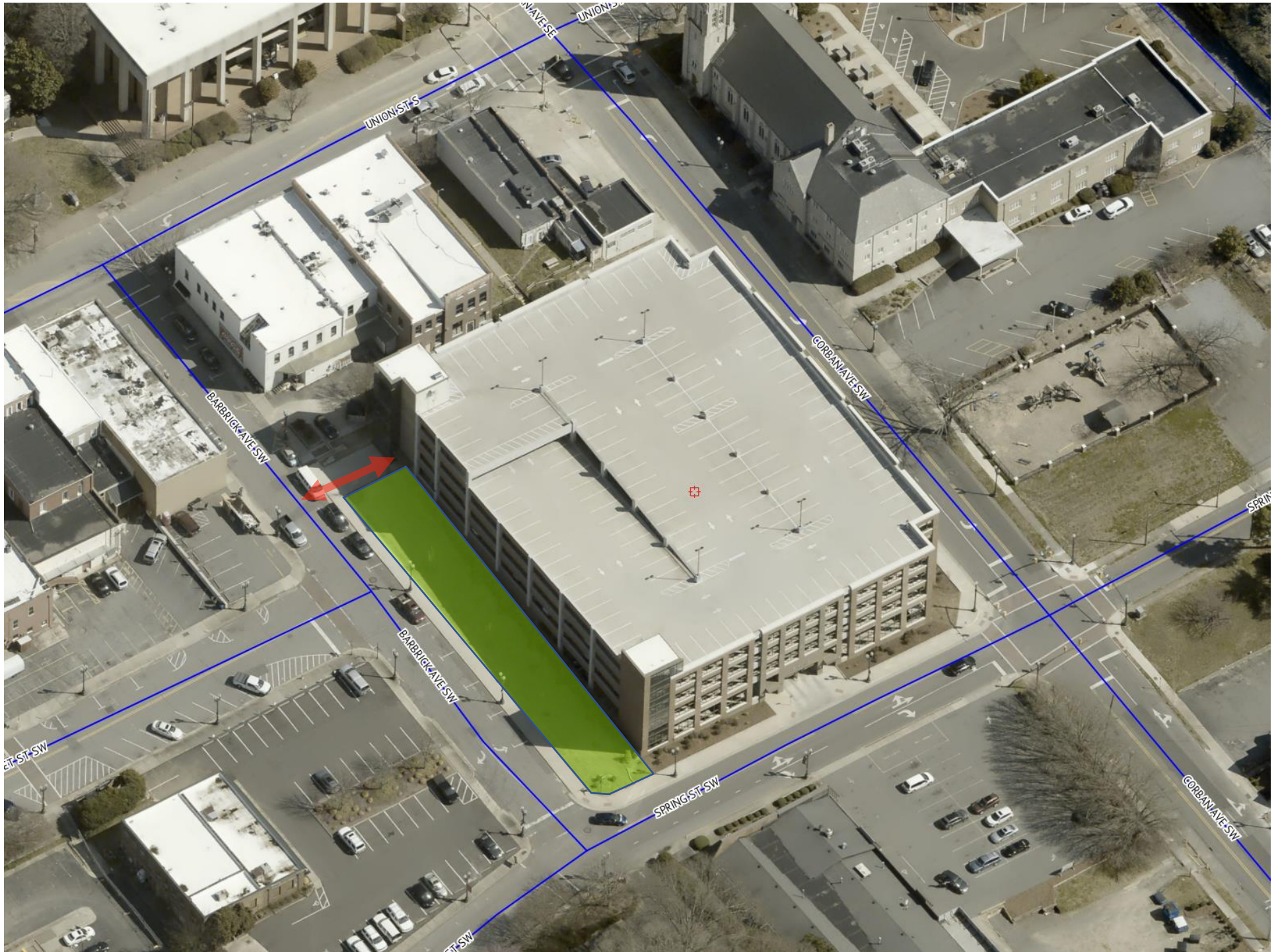
Level P5

The crosshatched area below will be closed on this level when construction gets to this height.

Barbrick Ave.

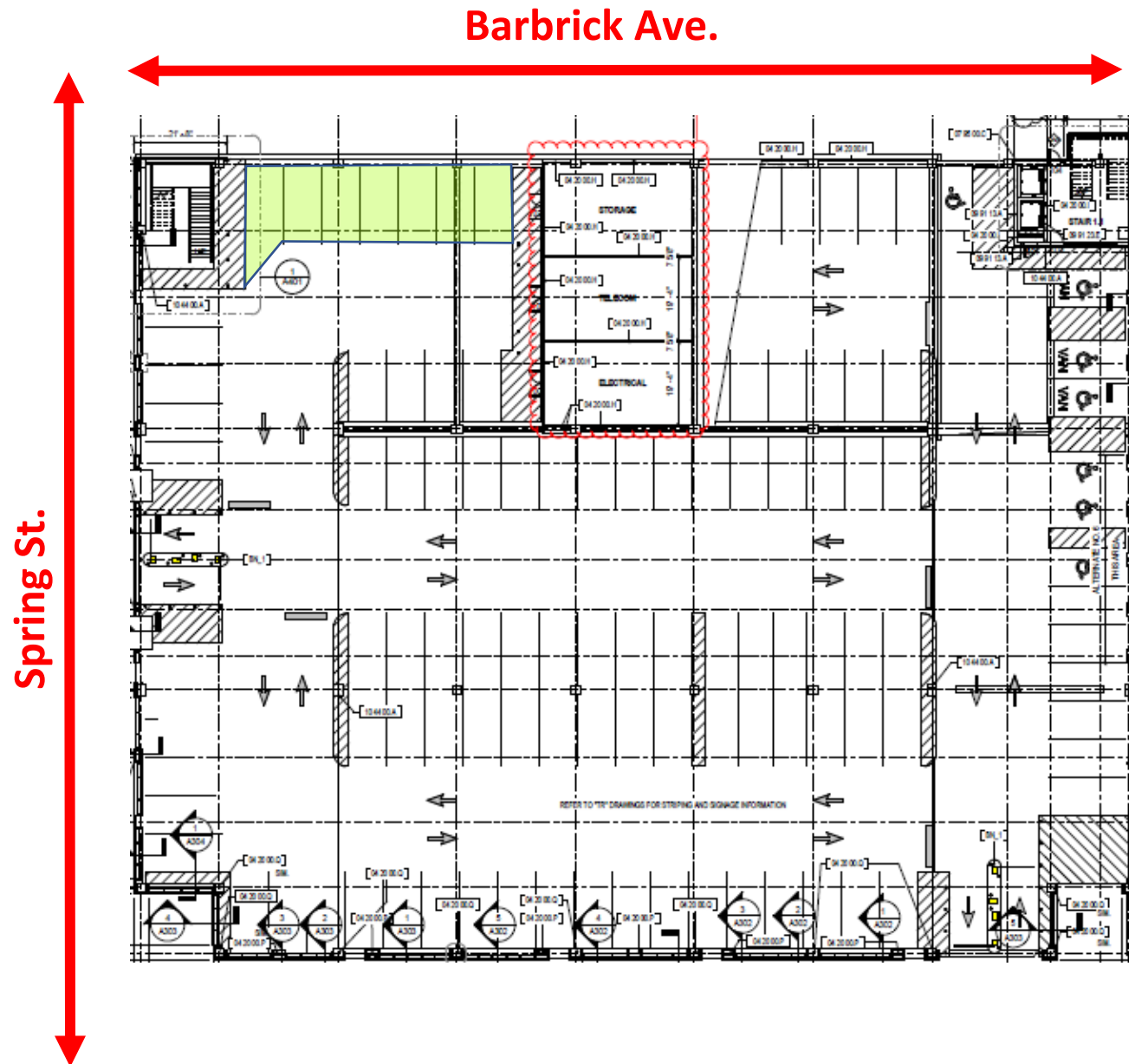


- During the next month construction of a seven story mixed use building will begin in the area shaded in green below. Construction is expected to last 18 months.
- Pedestrian access in and out of the deck will still be available where the red arrows are shown below. Vehicular access on Corban Ave. and Spring St. may be impacted minimally during the construction phases and signage will be placed detailing those changes.
- During construction portions of the parking spaces on this side of the building will be blocked off to protect from potential falling objects coming off of the new building.
- As the building progresses in height more parking will be blocked off, meaning that all levels of parking above the active construction work will remain open until the new building rises to that level.
- In the following pages of this document you can see the specific spaces that will be unavailable.
- It is important to note that the barriers blocking these spaces will be temporary and can be easily moved if there is an event locally that requires the parking spaces AND ONLY IF there is no building going on at that time.
- The entire top level will be blocked off once construction at that height is achieved and parking will remain closed on that level until the project is complete.



## Level P1

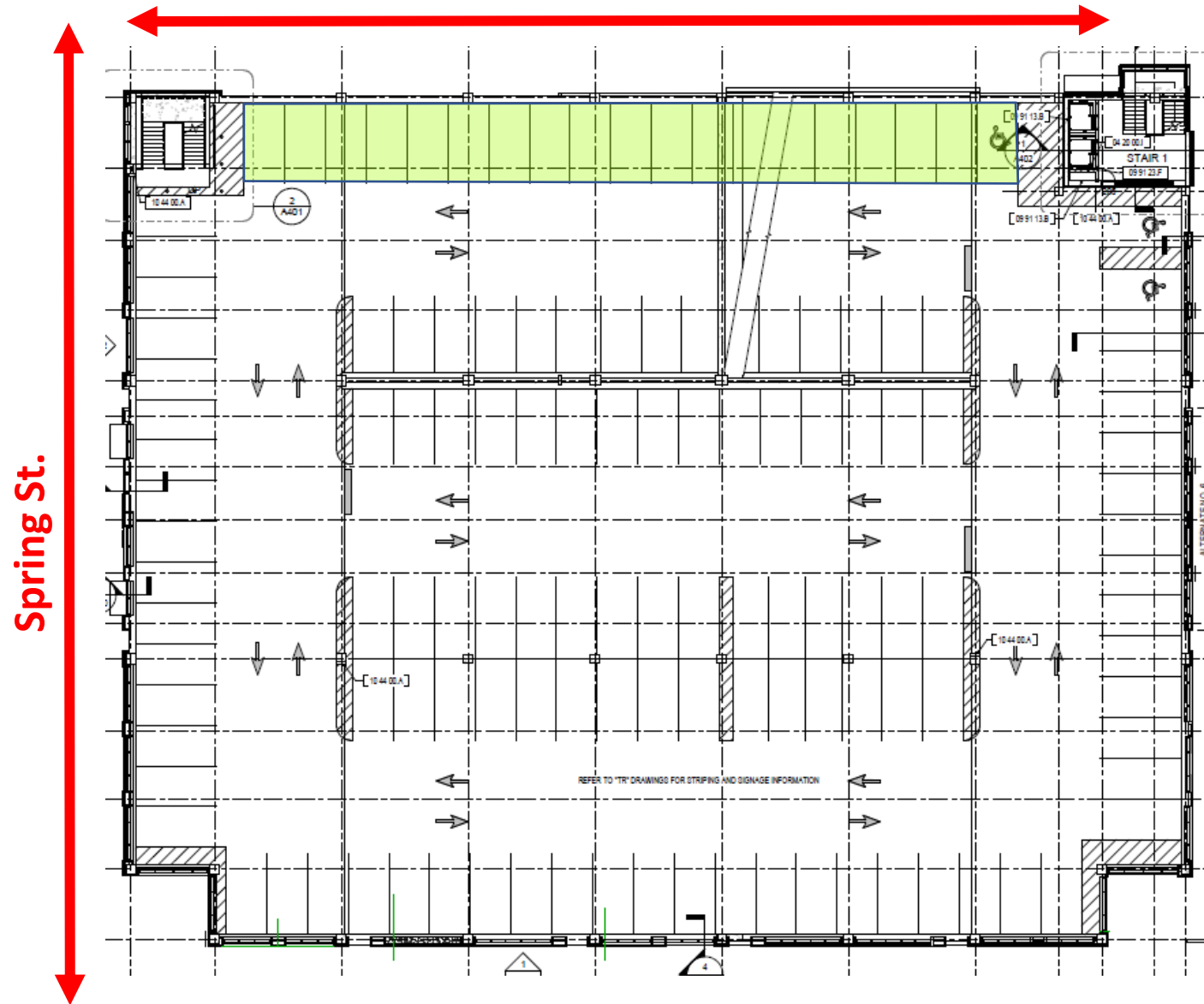
The green shaded area will be closed when construction begins. The stairwell will remain open.



## Level P2

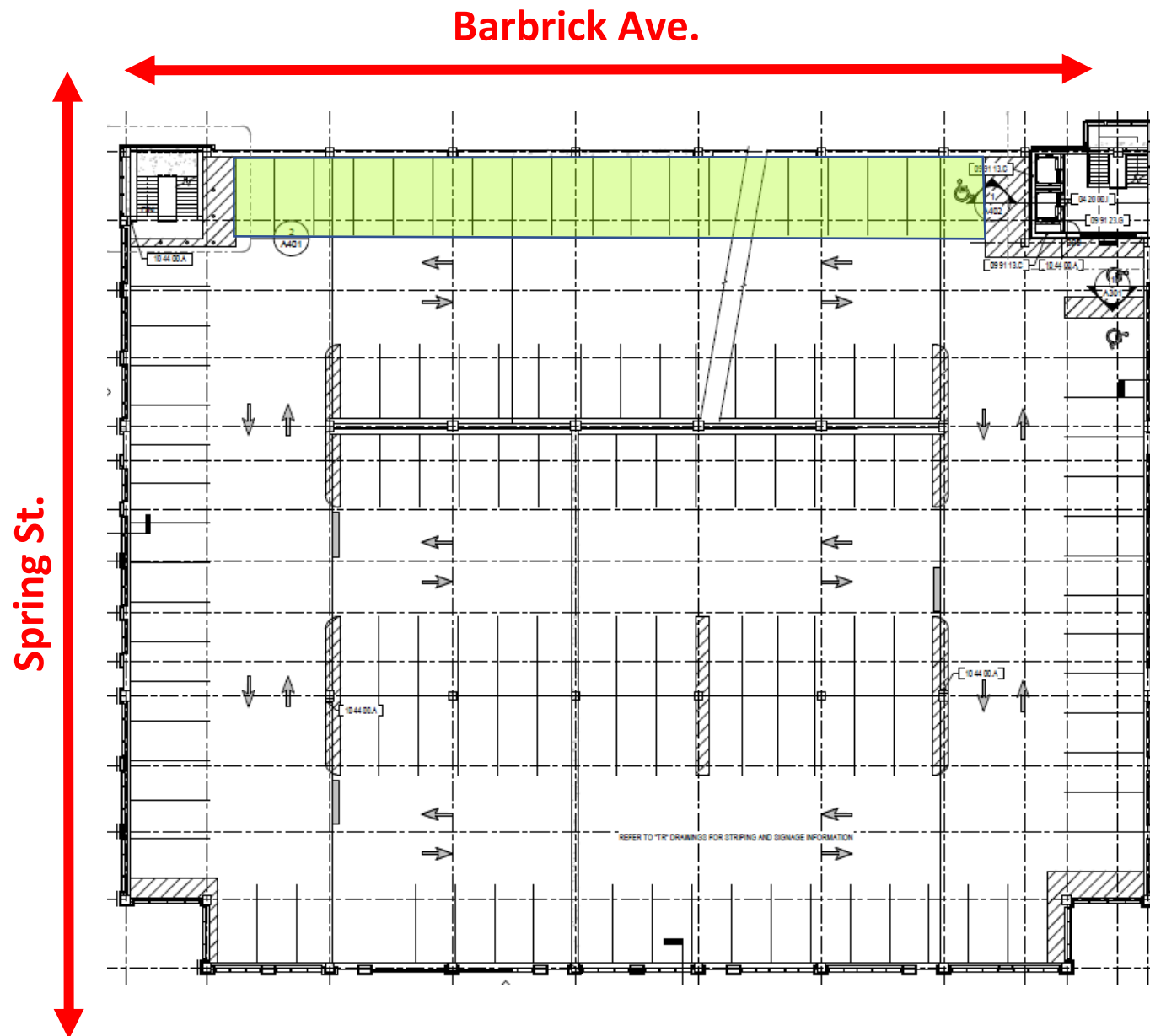
The green shaded area will be closed on this level when construction gets to this height.

**Barbrick Ave.**



## Level P3

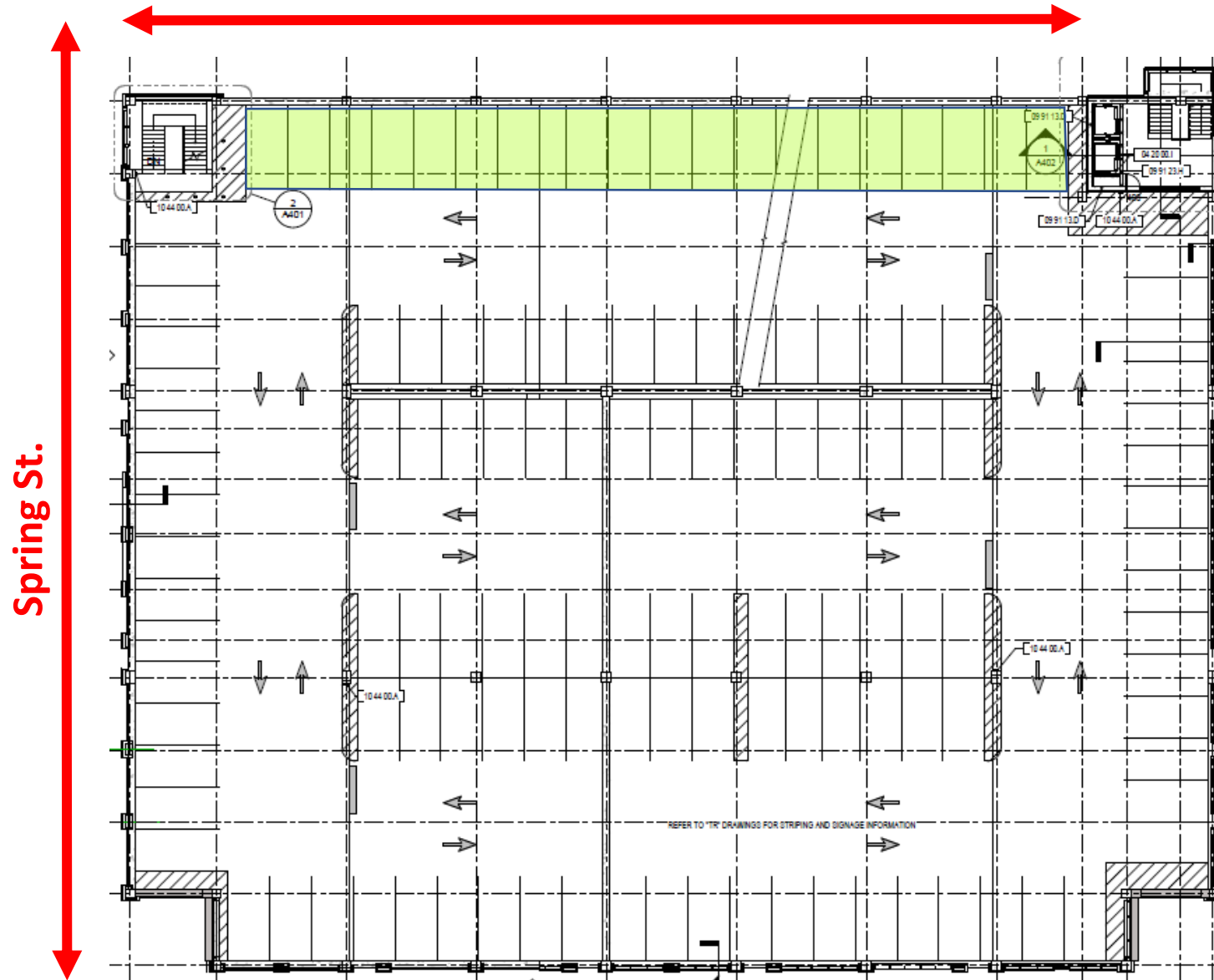
**The green shaded area will be closed on this level when construction gets to this height.**



## Level P4

The green shaded area will be closed on this level when construction gets to this height.

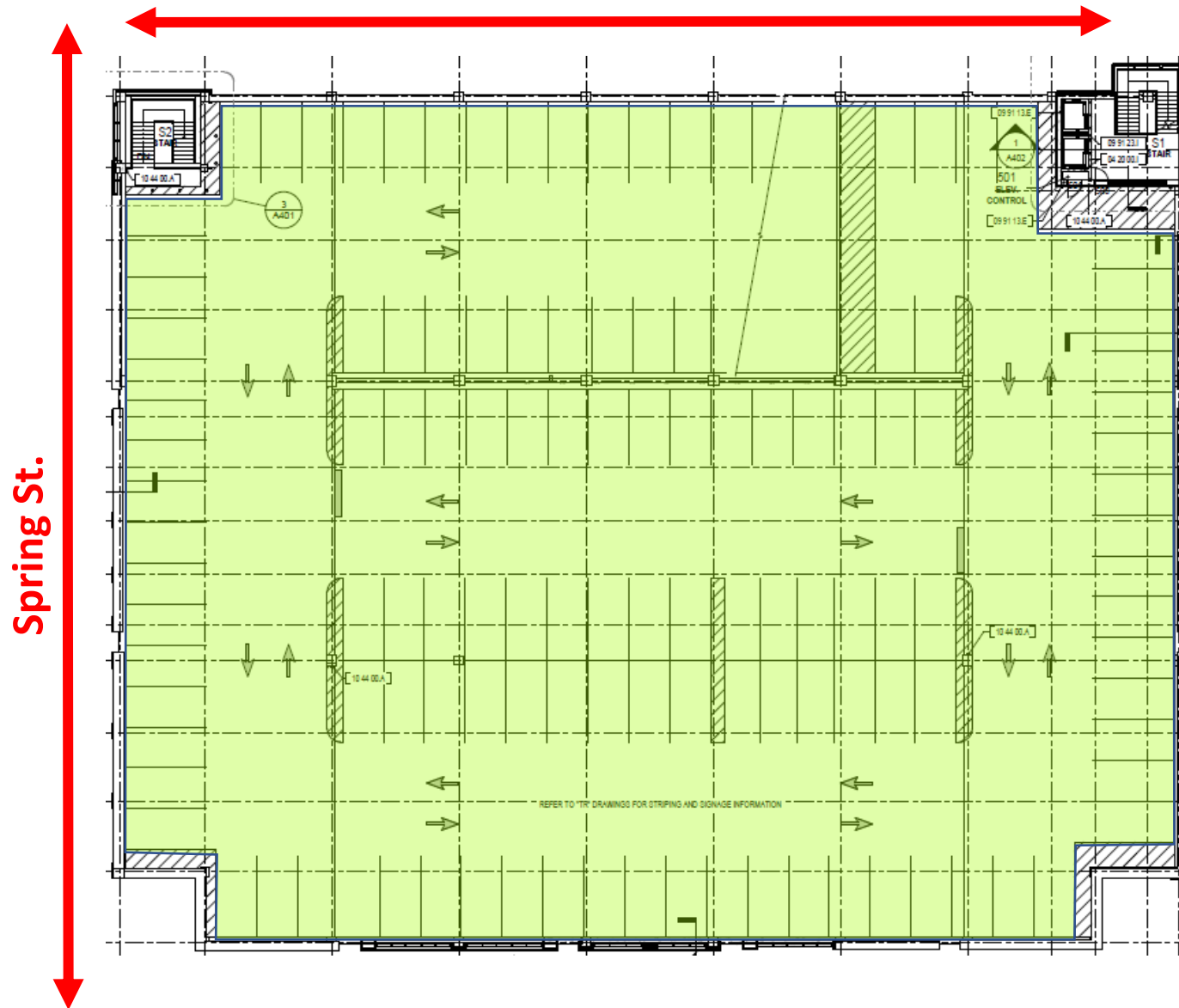
**Barbrick Ave.**



## Level P5

The green shaded area will be closed on this level when construction gets to this height.

**Barbrick Ave.**



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Infrastructure and Asset Management - Town of Midland and Cabarrus County Interlocal Agreement for Veterans Memorial at Rob Wallace Park

### **BRIEF SUMMARY:**

During the design development of the Veterans Memorial constructed by the town of Midland at Rob Wallace Park the County declared the need for an interlocal agreement for the maintenance and scheduling of the memorial. County staff worked with legal counsel and the Town of Midland on the agreement that is attached. After several revisions the attached agreement was approved the Town of Midland Council.

### **REQUESTED ACTION:**

Motion to approve the Memorandum of Agreement between Cabarrus County and the Town of Midland.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▯ Veterans Memorial Interlocal Agreement

**STATE OF NORTH CAROLINA**  
**COUNTY OF CABARRUS**

**INTERLOCAL  
SERVICE AGREEMENT**

**THIS INTERLOCAL SERVICE AGREEMENT** ("Agreement") is made and entered into effective May 1, 2021 by and between CABARRUS COUNTY ("County"), a body politic and political subdivision of the State of North Carolina and the TOWN OF MIDLAND ("Midland"), a North Carolina municipal corporation.

**PREMISES**

1. The County's Active Living and Parks Department operates Rob Wallace Park a portion of which is located in the corporate limits of the Town of Midland; and
2. The Town of Midland desires to construct a Veterans Memorial on park property. The exact size and location noted on the attached drawing (Exhibit A, date 12-08-20)
3. This Agreement is made pursuant to the provisions of N.C. Gen. Stat. § 160A-460 *et seq.*

In consideration of the above Premises and the Terms below, the parties agree as follows:

**TERMS**

1. The Town will be responsible for the construction of the Veterans Memorial with the Rob Wallace Park at the location noted on the attached drawing.
2. The Town will be responsible for repairs of any and all hardscape damage, repair, leveling, and replacement of any concrete, polymer sand, paver damage, and maintenance and repair of any monument damage. No additions and/or expansions to hard surfaces will be made without prior to approval of the Board of Commissioners. The Town will provide at least 48 hours of notice to Active Living and Parks staff prior to conducting on-site repairs. The Town will be responsible for repairs to any ground cover and landscaping damaged while conducting the repairs. Town will provide at least 48 hours of notice to Active Living and Parks staff of any Town initiated activities or events at the Veterans Memorial site.
3. Active Living and Parks staff shall notify the Midland Town Manager of any damage listed in item 2 above. The Town shall promptly fix and repair any damage cited by County staff within thirty (30) days of receiving notification. An extension of the 30 days will be allowed for repairs involving hard surfaces that require a longer

period of sourcing, carving, and installation such as damage to granite or marble. Any damage that results in safety concerns will be discussed by town and county staff, in order to accelerate the repair and rope off the area of the safety concern.

4.. The County will provide for general maintenance of the landscaped areas; including replacement of all plants when appropriate, and regular blowing/sweeping of the memorial area.

5. Town staff shall notify the Active Living and Parks Director and Infrastructure and Asset Management Director of any complaints regarding upkeep of plantings and the cleanliness of the memorial areas. The County shall resolve any complaints regarding upkeep within thirty (30) days.

6. This Agreement shall be for a period of one year from the effective date stated above, and will auto-renew for successive one year terms unless either party notifies the other in writing no later than 30 days prior to automatic renewal. If Midland defaults under this Agreement or decides to terminate the Agreement, then the County shall assume complete ownership and control of the monument(s) and Veterans Memorial area and can solely determine the future of the monument(s)."

7. Notwithstanding any provisions to the contrary contained in this Agreement, either party may terminate this Agreement with or without cause upon ten (10) days prior written notice to the other party.

IN WITNESS, this Agreement has been executed by the duly authorized officials of each party, pursuant to resolutions adopted in accordance with applicable law.

CABARRUS COUNTY

By: \_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

TOWN OF MIDLAND

By: John Crump  
Mayor John Crump

Date: 11-16-2021

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

\_\_\_\_\_  
Wendi Heglar  
Cabarrus County Finance Director

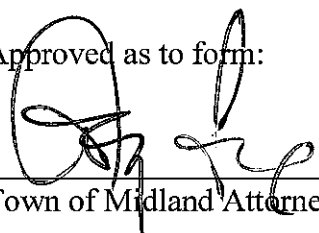
Approved as to form:

\_\_\_\_\_  
Cabarrus County Attorney

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

  
\_\_\_\_\_  
Beverly Love  
Town of Midland Finance Director

Approved as to form:

  
\_\_\_\_\_  
Town of Midland Attorney

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Library - Approval of Budget Amendment

### **BRIEF SUMMARY:**

The passing of the State budget resulted in an increase to State Aid for Public Libraries. The proposed budget amendment reflects the increase in revenue.

### **REQUESTED ACTION:**

Motion to adopt the budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Emery Ortiz, Library Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

---

### **ATTACHMENTS:**

- ▢ State Library Memo
- ▢ Budget Amendment

## MEMORANDUM

**To:** Cabarrus County Public Library  
**From:** Cotina Jones, Director of Library Development  
**Date:** January 20, 2022  
**Re:** 2021 - 2022 Aid to Public Libraries Fund - Estimated Total Payment

This memorandum is to inform you that Cabarrus County Public Library will receive **\$206,661** from the Aid to Public Libraries Fund for FY2021-22. The total authorized allocation for distribution is **\$14,182,131** for public libraries qualifying to receive State Aid. If there is a change in the allocation, you will receive a notification of the change.

State Aid payments are distributed monthly and should be received no later than the fifteenth of each month. The following chart shows the payments already distributed from July 2021 through January 2022 and the adjusted payments to be distributed from February 2022 through June 2022.

Information related to the nonrecurring funds will be sent in a separate email. We are waiting for final approvals before sending out notifications.

Please contact me at [cotina.jones@ncdcr.gov](mailto:cotina.jones@ncdcr.gov) if you have any questions and/or would like to go over your individual State Aid calculations.

**Library Name:** Cabarrus County Public Library

July 2021 Payment	Aug 2021 Payment	Sept 2021 Payment	Oct 2021 Payment	Nov 2021 Payment	Dec 2021 Payment
\$16,375	\$16,375	\$16,375	\$16,375	\$16,375	\$16,375

Jan 2022 Payment	Feb 2022 Payment	Mar 2022 Payment	Apr 2022 Payment	May 2022 Payment	June 2022 Payment
\$16,375	\$18,407	\$18,407	\$18,407	\$18,407	\$18,408

Please provide a copy of this memo to your Finance Officer and Auditor.

Roy Cooper, Governor  
D. Reid Wilson, Secretary  
Susan Forbes, Interim State Librarian

**Physical Address**  
109 East Jones Street  
Raleigh, NC 27601  
(919)-814-6780

**Mailing Address**  
4640 Mail Service Center  
Raleigh, NC 27699-4600

## Budget Revision/Amendment Request

Date: **2/21/2022**

Amount: **11,120.00**

Dept. Head: **Emery Ortiz**

Department: **Library System**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

The State Aid to Public Libraries amount awarded to Cabarrus County Public Library has increased with the passing of the NC budget. Memo from the state is attached.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	8240 - 6331	State Aid to Public Libraries	195,541.00	11,120.00		206,661.00
001	9	8240 - 9302	Circulation Stock	560,958.00	11,120.00		572,078.00
							-
							-
							-
							-
							-
							-

**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

**February 7, 2022  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Library - Updates to Policies

### **BRIEF SUMMARY:**

The library system has updated the Circulation and Collection Development policies, making necessary changes and adjustments to increase accessibility and improve library user experience. The Board of Library Trustees approved these policies at their January 20, 2022 meeting.

### **REQUESTED ACTION:**

Motion to approve and adopt the updated library policies.

### **EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

### **SUBMITTED BY:**

Emery Ortiz, Library Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

### **ATTACHMENTS:**

- ▣ Circulation Policy Updates
- ▣ Collection Development Policy Updates



## CABARRUS COUNTY PUBLIC LIBRARY CIRCULATION POLICY

The mission of the Cabarrus County Public Library is connecting Cabarrus County citizens with information and resources that educate, enrich, and empower.

Our system strives to be an organization that represents community differences, acknowledges and works to eliminate barriers to services and information, and moves from theory to practice in creating an environment that is inclusive to all.

The purpose of this document is to outline Cabarrus County Public Library's policy regarding library registration and terms of service.

### I. Library Cards: Eligibility & Registration

A Cabarrus County Public Library card must be presented at any library in the county to check out materials or use the Internet. A photo ID may be used if the patron's library card is not present.

Eligibility may be established with the following:

- a current photo ID, other official photo identification with pre-printed name and address

OR

- if the current address is not shown on any of the above, then checks imprinted with address, or an official (government, utility or billing company) piece of dated mail with resident's name can be used along with the Driver's License or photo identification

#### A. Patron Types

Library cards will be issued according to the following patron types:

##### 1. Youth

Children and juveniles under 18 will be issued a Youth card. To establish eligibility to obtain a library card, the child's parent or legal guardian must furnish above proof of identification and address. The adult who takes responsibility for the child is responsible for all items checked out, fees, etc. The responsible party must have a library card before a card will be issued to the child. **Internet usage is restricted to ages 13 and up without written or verbal approval of a parent/legal guardian.**

Juveniles ages 16 and 17 may provide the required proof of identification and address to establish eligibility themselves without a responsible party.

##### 2. Adult

Persons age 18 and older will be issued an adult card with the required proof of identification and address.

If an adult is not able to provide correct proof of identification and address then a parent or legal guardian may provide that information and sign as the responsible party. Those accounts will be linked together.

## **B. Residency**

### **1. Cabarrus County Residents**

- a. All county residents age 5 or older are eligible for free library cards. A NC driver's license or NC ID with current address is required. Out-of-county residents who own property and pay taxes in Cabarrus County will need to present a business license or tax statement that shows the address of their Cabarrus County property.
- b. Residents of Cabarrus or Rowan County who have a driver's license (NC or out of state) that do not have the correct address must also present other documentation verifying address (lease, bill, check book, etc.).

### **2. Non-Residents**

- a. **Free Registration.** Residents of Rowan County, employees of Cabarrus County, and students and educators at educational institutions within Cabarrus County are eligible for a free library card. A valid NC driver's license or photo ID with current address is required. Proof of employment or a student ID will be required as applicable. **If a minor not residing in Cabarrus County attends a Cabarrus County, Kannapolis City, or county-based educational institution, they are entitled to a free card, along with one designated legal guardian, regardless of county residency.**
- b. **Annual Fee.** Individuals not represented above are eligible for a library card for an annual fee of \$25.00. A driver's license or photo ID with a current address is required.

### **3. Limited Checkout**

- a. Cabarrus County residents living in shelters, group homes, or other eligible circumstances may be issued free Library Cards upon approval of a supervisory staff member, and will be limited to **five** items checked out at a time, in addition to Internet access for eligible applicants (ages **13** and up). ~~Proof of residency at a shelter or group home will be required.~~

## **C. Other Card Types**

### **1. Internet Only Card**

An Internet Only card will be issued to individuals 18 years and older who do not have proof of current address. They must have a picture ID. Internet Only cards cannot be used to checkout library materials.

### **2. Student**

Established partnerships with various schools within Cabarrus County may grant access to digital library resources with student ID numbers, or an alternate ID. These cards may not be used to check out physical materials, but may be used to access the internet at a library facility, **in accordance with policy.**

#### D. Card Renewal

Most library cards will require renewal **every three years, to ensure information is accurate and current**. Patrons are responsible for updating name changes, address changes, etc. as they occur; proof of address will be required to renew a card **if the address has changed**. A youth card may be updated by the responsible party without the child being present. **Card renewals may be done over the phone or in-person at any library location.**

All linked cards will be updated at the same time except for non-resident fee cards. **Non-resident cards and Limited Checkout cards will expire annually.**

#### E. Replacement Cards

The charge for replacing a damaged, lost or stolen card is \$2.00. Cardholders are responsible for all materials charged to their cards up to the time when they report their card missing. When requesting a replacement card the card holder must provide proof of identification and address as stated in section I. *Library Cards: Eligibility & Registration*.

#### F. Right to Refuse Card Applications

The Library reserves the right to refuse to issue library cards if other members of the household have been denied borrowing privileges.

### II. Loan Periods and Limits

The following loan periods and limits have been established to provide library users with an adequate amount of time to both use library materials and return them so that they are available in a reasonable amount of time for other users.

#### A. Loan Periods

Most circulating items are checked out for 28 days with the following exceptions:

- DVDs – 14 days
- Launchpad Tablet—14 days
- New Adult Books – 14 days
- Magazines—14 days

#### B. Limits

A maximum of 50 items may be checked out to a card at any time, with the exception of card holders in the Limited Checkout category, which are limited to **5** items at a time. The following limits apply to all card holders:

- DVDs – limit of 6 ~~(those with a Youth Card may only checkout DVDs geared toward children and families with a rating of G or equivalent).~~
- Launchpad Tablet—limit of **2** (limited to checkout on an adult card in good standing, only).
- Audiobooks/Playaways – limit of 6.
- Music CDs – limit of 6.
- Magazines – limit of 6.

### **C. Renewals**

Most items can be renewed twice. Items with existing holds may not be renewed.

Items may be renewed online (with library card number and PIN), in person at any library location, or by phone.

### **D. Non-Circulating Items**

For preservation and access purposes, certain items may not be checked out:

- Newspaper titles
- Reference books

### **E. Return of Items**

Items may be returned to any Library in the Cabarrus County system, regardless of where items were checked out. They may either be brought into the Library during business hours or placed in the outside drops 24 hours a day, with the exception of Launchpad Tablets, which should be returned in-person to a circulation desk. **Items that have multiple elements must be returned in their entirety to be checked in (such as items with multiple disks, charging cables, auxiliary cables, etc.).**

Patrons are responsible for materials until they are checked in.

Patrons who return items in the outside drops before entering the Library may be required to wait until the drop is emptied to checkout if they have reached the limit for certain material types.

## **III. Patron Responsibilities**

### **A. Responsibility**

Library users are responsible for all materials checked out on their card or on the cards of children for whom they have assumed responsibility. If library users allow others to check-out materials on their card, those materials are still the responsibility of the card owner. Lost cards should be reported immediately; library users are responsible for all materials checked out on their card up to the time that they report the card as lost.

### **B. Overdue notices**

Courtesy reminders are sent via email (to those with a valid email address) four days before an item is due. Overdue notices are delivered by email, or automated telephone, **7, 14, and 30** days after an item is due. Overdue notices are sent as a courtesy. Patron accounts will be blocked if items are not returned within **14 days** of the due date. After **60 days**, any overdue items will be declared lost and the patron will be charged for each item.

### **C. The Safekeeping of Materials**

Patrons are responsible for the safekeeping of materials checked out on their library card.

#### **1. Lost Materials**

Patrons who lose materials will be charged the list price of the book at the time it was purchased. Items are considered lost after 60 days.

## 2. Damaged Materials

When materials are damaged, or **returned with missing elements**, there will be a charge for ~~the repair of the item~~ or the cost of replacement. If a patron is required to pay for a replacement, they may keep the damaged item.

These costs will be determined by library staff, ~~depending on the extent of needed repairs~~. The “Costs Associated with Repairable Damage” chart will be referenced for costs associated with damaged/**lost** materials, and may be found below.

### Costs Associated with Repairable Damage

BOOKS		
	Full Replacement	Retail Price
	Barcode	2.00
	Book Cover (Mylar Cover)	2.00
AUDIOVISUAL		
Launchpad Tablet	Full Replacement	120.00
Wonderbooks	Full Replacement	Retail Price
Playaways	Full Replacement	Retail Price
Launchpad/Wonderbooks/Playaways	Bumper/Protective Cover	10.00
	AC Adaptor	10.00
	USB Cord/Charging Cord	10.00
	Carrying Case	10.00
Music CDs	Case Replacement	5.00
Audiobooks	Full Replacement	Retail Price
	Case Replacement	10.00
	Individual Disc Replacement (based on availability)	10.00
DVDs	Full Replacement	Retail Price
	Case Replacement	10.00
<b>REPLACEMENT COST FOR LOST/DAMAGED CDs</b> Audiobook discs may be replaced at a cost of \$10.00 per disc for up to two discs. If more than two discs in a set are damaged, replacement of the entire collection will be charged.		

## 3. Replacement Copies.

The library will accept replacement copies of lost/damaged items that meet the following criteria:

- The replacement item is new and unopened (in the case of media replacements)
- The replacement item is identical in format to the item lost/damaged, including format (hard or soft cover), ISBN number, edition, etc.

Library staff reserves the right to refuse any replacement item that does not meet the standards above. A processing fee of \$5.00 per item will be charged to the patron's account upon acceptance of replacement items. Any replacement charges for a lost/damaged item will be waived upon the acceptance of a suitable replacement item.

To ensure a replacement copy is acceptable, patrons are strongly encouraged to consult a library staff member before submitting an item for consideration.

#### **4. Launchpad Tablets**

Launchpad Tablets are a special circulating item that require extra care on behalf of the patron. Each unit is checked out as a kit that includes the tablet, carrying case, AC adapter, and USB cable. Patrons are responsible for the safe return of each item included in the kit. Tablets must be charged upon return. Library is not responsible for any information retained on device upon return (accessibility to personal information is limited; Launchpad tablets do not connect to the internet or require personal information for use but may retain information regarding game play and/or lesson progress).

#### **5. Natural Disaster or Unforeseen Circumstance**

If materials are damaged or lost due to a natural disaster or some unforeseen event (fire, flood, storm, theft, death, etc.), a written request for amnesty may be approved by a library manager with proof of disaster or death.

#### **6. Forms of Payment**

The Library will accept the following forms of payment

- Cash or money orders.
- Personal check made out to the "Cabarrus County" for the exact amount of the fines.
- Credit cards.
- [Online payments through the library's online catalog.](#)

#### **7. Refunds**

Patrons returning lost items are eligible for a refund if the item is returned within six months **of original payment**, and is in shelf-ready condition. -The refund will equal the price they paid for the item. Refunds will be issued by the County Finance department.

### **IV. Special Services**

#### **A. Holds**

Any circulating item may be placed on hold at the request of a patron. When it is available, the patron will be notified and be given seven calendar days to pick up the item. Holds are limited to **fifteen** per card at any one time (note: Limited Checkout cards are limited to 1 hold at any one time).

Items may be placed on hold the following ways:

- online – with library card number and PIN
- in person at the circulation desk
- by phone

Holds may be placed on cards with a blocked status, but the account must be cleared before items may be checked out.

## **B. Inter-Library Loan (ILL)**

Cabarrus County Public Library borrows materials for its patrons from other libraries in North Carolina, the Southeast or wherever materials are available.

- Inter-Library loan service is available to Cabarrus County Public Library patrons with a library card in good standing.
- Most libraries will not loan recently published (last 12 months), high demand or rare items.
- Patrons are responsible for paying for the postage required to send the item back to the lending institution, which will be charged at a flat rate of \$3.00 per item for standard materials. Special materials, such as microfilm or historical resources, may require an additional cost.
- Materials that are in the Cabarrus County Public Library collection will not be borrowed from other libraries unless the material is deemed lost.
- Interlibrary loan requests are generally filled in 10-14 days, but occasionally can take longer.
- The due date is set by the lending library.
- Requests for interlibrary loan renewals must be made one week before it is due. Requests for renewal must be made directly to the Inter-Library Loan department. Renewals are granted by the lending institution and cannot be made automatically.
- There is a charge of \$1.00 per day for each item overdue.

## **C. Personal Identification Number (PIN)**

A PIN will be assigned to patrons upon **registration**. The PIN will allow the patron to access their account online to renew items, place holds and view other account information.

Patrons may request a PIN in the following ways:

- in person at the circulation desk – with library card
- by phone – with library card number
- **online catalog – a PIN may be changed by the card holder**

## **V. Denial of Borrowing Privileges**

- To ensure that no one library user accrues an excessively high fine and that loss of materials stays minimal, library users will have their borrowing privileges denied when they have one item that is overdue by 14 days.
- The Library reserves the right to prohibit the use of a library card if any card linked to that card has an excessive balance and/or overdue items (more than 14 days old) checked out on the library card.

## **VI. Confidentiality of User Records**

The Library shall not disclose any Library record that identifies a person having requested or obtained specific materials, information, or services, or as otherwise having used the Library, except as provided under these circumstances:

- When required by the Library for Library operation
- With written consent of the user; and/or
- Pursuant to a subpoena, court order, or where otherwise required by law. All subpoenas, court orders, etc. should be directed to the Library Director.

## CABARRUS COUNTY PUBLIC LIBRARY COLLECTION DEVELOPMENT POLICY

### I. Introduction

The mission of the Cabarrus County Public Library is connecting Cabarrus County citizens with information and resources that educate, enrich, and empower.

Our system strives to be an organization that represents community differences, acknowledges and works to eliminate barriers to services and information, and moves from theory to practice in creating an environment that is inclusive to all.

The purpose of this document is to outline Cabarrus County Public Library's policy regarding the development of the collection of materials. The Cabarrus County Public Library adheres to the following collection development principles:

- Cabarrus County Public Library serves **individuals** of all ~~ages and cultural~~ backgrounds and realizes that **library users** have diverse needs, interests, value systems and reading abilities.
- Cabarrus County Public Library encourages **caregivers** to use the library with their children and supports library users' rights and responsibilities to guide their children's reading and viewing of library materials. Library staff is available to assist **users** to access and **choose the materials that best meet their needs**. The Library does not make a determination of what **individuals** should read, view or borrow from the library. The Library does not act in loco parentis (in place of a parent), but **may** provide materials that support **caregivers** and children's searches for diverse materials and ideas.
- Materials are provided in varying formats that meet the educational, recreational and informational needs expressed by **users** and that represent **various** and diverse viewpoints. Not all materials will be suitable for, nor of interest to, all segments of the community. ~~What may be offensive to one person may be significant and of value to another.~~
- ~~Resource sharing is viewed as an additional means of providing customers access to a larger volume of materials and information.~~
- Purchase suggestions from **library users** are encouraged, both in general and in the development of special collections.

- Collections are kept relevant in content and format through a process of ongoing assessment and maintenance. This includes periodic and systematic removal of titles that meet the criteria in APPENDIX B: Weeding Guidelines.
- The Cabarrus County Public Library endorses and defends the concepts of intellectual freedom as protected by the United States Constitution. Library policies are guided by both Cabarrus County Government, and the Library Bill of Rights as outlined by the American Library Association, as well as the ALA's **Freedom to Read Statement**. [Available online and by request from the library system.]

## II. Legal Responsibility

The ultimate responsibility for selecting materials for the Library rests with the Library Director, who in turn delegates selection responsibilities to the Collection Development Librarian **and/or other library employees**. ~~Additional input is solicited from staff.~~

## III. Criteria & Format

### A. Criteria

In order to select materials, Cabarrus County Public Library uses **some or all** of the following criteria **(not listed in order of priority)**:

- **Availability to purchase/acquire**
- Need for information in a subject area
- ~~Suitability of~~ **Reading level, interest, and treatment of subject for intended audience**
- Accuracy of information
- Community and public interest
- Balance and diversity of viewpoint
- Timeliness of topic
- Positive reviews and/or widespread critical attention
- Reputation and/or authority of author, editor, illustrator, publisher or performer
- Locally/regionally produced or authored. ~~(Note: the fact that an author or producer is/was a resident of Cabarrus County does not necessarily mean that the library will automatically select or accept copies of the item.)~~
- Quality of writing or performance
- Durability and quality of production
- Price, format, and ease of use

- Availability of similar material within the community and other area libraries
- Space limitations. Shelving arrangements of materials are dictated by size of the branch library and size of the collection.

While many titles may meet some or all of the above criteria, no title is guaranteed to be added to the collection.

## **B. Print Materials**

The Library's print collections are separated into categories based on generalized age groupings. The children's collections exist to encourage children to develop a lifelong habit of reading for both recreational and informational needs, from birth to approximately 12 years of age. Materials for young adults are curated for the reading and interest levels of ages approximately 12-18, while adult collections are designed for more general and advanced use. While reading level (including vocabulary, subject matter, grammatical structure, and other factors) are considered in placing materials in these various sections, suitability of content is subjective and is left to the individual and/or legal guardian. Within the general age groupings, materials are also classified into the following categories.

### **i. Non-fiction**

The library acquires informational and/or educational materials of both permanent and current interest in all subjects, based upon relevant selection criteria (Section III).

### **ii. Fiction**

These collections of popular and literary works are geared to the variety of reading interests and needs of the community.

### **iii. Graphic novels**

Graphic novels [bound comic books] are collected based on the same selection criteria as fiction and non-fiction, with additional consideration for the quality of the artwork, which is an essential component of graphic works.

### **iv. Easy Picture Books**

The Easy collection is comprised of picture books of interest to all ages. The illustrations are the predominant feature, with text generally designed for adults to read to children.

**v. Beginning Readers**

The Beginning Reader collection is intended for newly independent readers and includes fiction & nonfiction titles. They are characterized by a controlled vocabulary, large print, heavy use of illustrations, and a limited number of pages.

**vi. Parent/Teacher Collection**

These books are typically housed within the children's collection but are intended for use by caregivers and teachers. They focus on educational topics such as homeschooling, classroom management, lesson planning, etc.

**vii. Non-English Language Materials**

The library maintains Spanish language collections for all ages. Other languages may be offered as availability and community need allow. Non-English language materials may also include bilingual materials. The location and availability of these materials may vary by library branch.

**viii. Large Print**

Large Print materials are collected **most often** for adult fiction and adult non-fiction.

**ix. Periodicals**

Periodicals are selected and evaluated annually to supplement the book collection and to provide materials on current issues, for research, and for general reading. The Library selects periodicals of local, state and national interest, depending on the place of publication, the breadth of coverage, and the degree of fulfillment of reference or recreational needs.

**C. Non-Print Materials**

**i. Audio-Visual Materials**

A variety of audio-visual materials are available for circulation, including DVDs, audiobooks, and read-along items. The physical formats of these items may adapt as availability and demand require.

## **ii. Technology**

The circulation of hardware to fulfill educational, business, and recreational needs will be added to collections as needed. Items like Launchpad tablets (non-internet tablets curated with pre-loaded content) and hotspots may be checked out and taken from the library. Other items, like laptop computers, will be available for in-house use only. Additional formats may be added as they become available, depending upon public demand, cost-effectiveness, and availability or demise of other formats.

## **iii. Virtual Resources**

This category includes computer-based information resources available via the Internet, and digital books and audiobooks available for virtual circulation. In most instances, this material is available to registered library users via the Library's Web page, and can be accessed from remote locations.

Many of the virtual platforms are consortium based, to which the library system maintains a subscription. The collection development of these databases and collections is generally not controlled by, and does not necessarily reflect the policies of, Cabarrus County Public Library.

## **D. Other Collections**

### **i. Reference**

Reference materials are those designed by the arrangement and treatment of their subject matter to be consulted for definite items of information rather than to be read consecutively. They can provide quick, concise, and current information or they may serve as an index to other materials in the collection. ~~Since they are typically used daily by the public and Library staff to answer specific questions,~~ Books in the reference collection are designated for use within the Library.

### **ii. Genealogy/Local History**

The Lore Local History and Genealogy Room at the Concord Library contains materials that aid in the study of local history, including genealogy and family history. It serves as the major reference collection for local history and genealogy within CCPL, though small circulating collections of basic works can be found at each Library location.

The primary geographic focus of the Lore Room collection is Cabarrus County, with a secondary focus on the immediately surrounding counties. Strong consideration is also given to materials related to North Carolina as a whole, and to other geographic areas that have historically been connected to Cabarrus County through in-migration and out-migration of the people who lived here. The collection also includes how-to guides for genealogy and local history research and bibliographic aids.

Local history materials are collected in any of the formats previously mentioned. Additional formats that may be found in the Lore Room include microfilm, maps, clipping/research files, manuscripts, scrapbooks, historical photographs, and digital files.

The Library is not seeking to actively grow its archival collections, due in part to storage limitations and inability to provide optimal archival preservation conditions (e.g. strict temperature and humidity controls). However, the Lore Local History and Genealogy Room may consider donations of formally or informally published family histories that fall within the collecting scope above, provided that those histories include documentation of research sources in a standard citation format, and upon approval from library administration. The Lore Room does not collect raw or unorganized genealogical research notes, or electronic files exported from personal genealogy software programs.

## **E. Other considerations**

### **i. Replacements**

While the Library attempts to maintain copies of standard and notable works, it does not automatically replace all materials withdrawn due to loss or damage. In making a decision as to whether or not an item will be replaced, staff will consider the following factors:

- whether the item is still available and can be replaced
- whether another item or format might better serve the same purpose
- whether there remains sufficient demand to replace the item
- whether updated, newer, or revised materials might better replace a given item; the number of copies held in the collection; the existing coverage of the subject within the collection; and the cost of mending versus the cost of replacement

## ii. Duplicates

Duplicate copies of items will be acquired when **user** demand requires it. Generally, when a **print** item has five or more holds or demand is anticipated due to popularity ~~of author or media attention~~, duplicate copies will be acquired.

## iii. Donations

The Cabarrus County Public Library welcomes donations of both materials and money to purchase materials. Monetary donations will be deposited into the Cabarrus County general fund.

Donations of material from individuals are examined and may be added to the collection under the same criteria used for purchasing materials. Materials such as outdated textbooks and encyclopedia sets are not accepted. All materials donated become the property of the Cabarrus County Public Library to be disposed of at the discretion of the Library staff. The Library does not assign a monetary value to donations for tax purposes. ~~but does issue a receipt indicating the number of boxes or items given.~~

The library does not accept donated magazine subscriptions unless the Collection Development Librarian has previously approved the title. In order to be eligible for acceptance, the magazine must meet the general selection criteria for other materials. Donated magazine subscriptions received by the library that have not been previously approved, nor meet selection criteria, will be discarded immediately upon receipt at the Library.

Donations that are added to the collection are shelved with other materials in normal sequence. The Library does not provide special shelving or separate locations for donated items. Donated items, including memorials/honorariums, are weeded according to the same criteria used for purchases, and are not retained indefinitely. [See section III. E. vi. below.]

Memorial gift books, or items purchased with memorial funds, may be plated with a library bookplate if the donor wishes. Books donated as memorials are identified with an appropriate plate with the donor's approval. The form for memorial gifts is available at any library branch.

**iv. Requests**

Patron requests are honored as they meet the selection criteria outlined in the Collection Development Policy. Requests **may be submitted online or communicated to a staff member**. Requests that are not purchased by the Library may be available via Inter-Library Loan (ILL).

**v. Materials Not Purchased**

The Library does not buy textbooks used by the local schools, colleges or universities; videocassettes, records, and music cassette tapes; Hooked-On-Phonics; or video games in any format. Other formats may be discontinued or withdrawn as demand wanes, or other determining factors are identified.

**vi. Withdrawing Materials**

Any material withdrawn from the collection remains the property of Cabarrus County, but may be sold at book sales in the library or disposed of at the discretion of the County. See **Appendix B: Weeding Guidelines** for information on how **removal** decisions are made.

**F. Reconsideration of Library Materials**

Should a member of the community question the place of a book or other material in the collection, the **individual** may submit a "Request for Reconsideration of Library Materials" form to the Library Director (Appendix **A**). This form is available in all Library locations **and online**. After completing this form the following procedure will be used:

1. The Library Director will answer the request in writing within fourteen working days.
2. **Submitter** accepts written statement from the Library Director, or rejects statement and requests in writing a hearing from the Library Board of Trustees.
3. The Library Director forwards request to the Library Board Chairman. At the Chairman's discretion, an emergency meeting can be called according to the rules stated in the By-Laws or the hearing can be scheduled at the next Board meeting. The Board Chairman conveys the time, place, and nature of the hearing in writing to the person issuing the request for reconsideration and to the Library Director.

4. At the hearing, the person issuing the request and the Library Director shall state their cases. The Board Chairman will serve as Mediator with the sole power to call additional witnesses as needed. The Library Board will meet separately and issue their decision in writing.

During this procedure the questioned material(s) may not be available for circulation.



## APPENDIX A

### Patron's Request for Reconsideration of Library Materials

#### CABARRUS COUNTY PUBLIC LIBRARY

CONCORD LIBRARY – 27 UNION STREET, N., CONCORD NC 28025

Please submit to Collection Development Librarian in writing. Thank you.

Date \_\_\_\_\_

**Submitter** Name \_\_\_\_\_

Telephone \_\_\_\_\_

**Email** \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Title of Material \_\_\_\_\_

Format \_\_\_\_\_

Call # on spine \_\_\_\_\_

1. Have you read, viewed, or listened to the entire work? If not, what parts? \_\_\_\_\_

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

2. Why do you want the Library to reconsider this material? \_\_\_\_\_

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

3. Signature: \_\_\_\_\_

This form may also be filled out online at the library's website.

## **APPENDIX B**

### **CCPL WEEDING GUIDELINES**

#### **What is weeding?**

Weeding is withdrawing materials from the library's collection. Materials are typically withdrawn from the collection because:

- the item is in poor physical condition
- the item is no longer circulating regularly
- the item is a duplicate of a title that is not in demand
- the item contains outdated information and is not of historic interest
- the item no longer meets other current selection criteria

#### **Why do we weed?**

- *Collection Development*  
Weeding is an integral part of collection development. It is critical in keeping our materials valuable and accessible for our patrons. Weeding has to be done regularly and systematically to insure a relevant, current, and well-used **collection**. With rapidly changing information, it is especially important to keep the collection current and reliable.
- *Shelf space*  
No library is large enough to keep everything. We always strive for quality over quantity. Ideally, shelves should be 75 to 85 percent full to ensure that our collection is easy to browse and that in-demand items can be found quickly
- *Aesthetics*  
The way library materials look is important. We strive to have attractive, clean books that are in good condition for all library users.

#### **Who weeds?**

Every staff member is responsible for weeding materials based on condition and is empowered to do so. Staff will defer to their supervisor regarding other weeding decisions.

#### **When do we weed?**

Weeding is an ongoing process that has to be done regularly. Weeding throughout the year reduces the number of materials withdrawn at one time.

As they weed, staff will inform the Collection Development Librarian of collection needs and request items to replace weeded titles and topics.

### **What do we weed?**

We make use of The CREW Method to determine which items should be weeded. It offers six classic general guidelines under the acronym **MUSTIE** for the types of items to weed from your collection:

**M** = Misleading (materials that are factually inaccurate and /or have outdated information)

**U** = Ugly (materials that dirty, worn, torn, stained, damaged beyond repair)

**S** = Superseded (materials superseded by a new edition or by a much better book on the subject)

**T** = Trivial (materials of no discernible literary or scientific merit; usually of ephemeral interest in the past)

**I** = Irrelevant (materials that do not meet the needs and interests of the library's community)

**E** = Elsewhere (material or information is easily obtained through ILL or electronic resource)

### **What happens to weeded items?**

Any material withdrawn from the collection remains the property of Cabarrus County, but may be sold at book sales in the library or disposed of at the discretion of the library.

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Planning and Development - Budget Amendment for Farmland Preservation Grant

**BRIEF SUMMARY:**

This is creating accounts for the ADFP (Farmland Preservation) grant received from the NC Department of Agriculture. This fund will be reimbursed when the conservation easement is finalized.

**REQUESTED ACTION:**

Motion to suspend the Rules of Procedure due to time constraints.

Motion to adopt the budget amendment and project ordinance.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Tammi Remsburg, Resource Conservation Coordinator

**BUDGET AMENDMENT REQUIRED:**

Yes

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

---

**ATTACHMENTS:**

- ▣ Budget Amendment
- ▣ Project Ordinance

## Budget Revision/Amendment Request

Date: 2/7/2022

Amount: 275,396.00

Dept. Head: Kelly Sifford

Department: Planning & Development/Soil & Water

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment is to allocate the Agricultural Farmland Preservation Fund (AFPD) grant funds from the NC Department of Agriculture. This budget amendment establishes the revenues and associated expenditures for the Davis Farm Conservation Easement. The Board approved applying for this grant October 2020. The County's match is 15% of funds received by the State or \$41,309.40. Matching funds are budgeted in purchased services and other soil and water activities accounts.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	3270-6365-ESMNT	Soil and Water Grants	-	275,396.00	-	275,396.00
460	9	3270-9698-ESMNT	Soil and Water District Activities	-	275,396.00	-	275,396.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

**Total** 0.00

### Budget Officer

☐ Approved

☐ Denied

### County Manager

☐ Approved

☐ Denied

### Board of Commissioners

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

**BE IT ORDAINED**, by the Board of County 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 capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department	
Interest on Investments	\$ 34,130
Contribution from General Fund	61,484
Contribution from Capital Reserve	150,000
	\$ 245,614
Register of Deeds Department:	
Register of Deeds Fees	\$2,015,437
Interest on Investments	67,793
Contribution from General Fund	77,505
	\$2,160,735
Community Development	
Contribution from General Fund	\$54,902
Duke Power Rebate	17,838
	\$72,740
Soil and Water Department:	
Deferred Tax Collections	\$194,823
Interest on Investments	1,693
Contributions and Private Donations	2,898
Contribution from General fund	86,146
Easement Grants	275,396
EEP Contract	3,225
ADFP Grant	54,000
Drill Program Fees	16,583
Suther Farm Project	780,000
Hill Farm Project	99,000
Stewardship Fund	52,250
	\$1,566,014
Educational Farming	
Educational Farming (Lomax)	\$ 267,000
Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,801
Deferred Farm Tax Collections	2,692,117
Deferred Farm Tax Interest	462,079
Interest on Investments	126,447
	\$3,294,444
<b>TOTAL REVENUES</b>	<b>\$7,606,547</b>

D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,614
Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 2,160,735
Community Development	
Duke Rebate Projects	\$72,740
Soil and Water Department:	
Other Improvement Projects	\$280,839
Easement Grants	275,396
EEP Contract	3,225
ADFP Conservation Easement	54,000
Drill Repair & Maintenance	16,583
Suther Farm Project	780,000
Hill Farm Project	99,000
Stewardship	56,971
	<hr/>
	\$1,566,014
Educational Farming	
Educational Farming (Lomax)	\$ 267,000
Local Agricultural Preservation Projects:	
Other Improvement Projects	\$3,294,444
<b>TOTAL EXPENDITURES</b>	<b>\$7,606,547</b>
 <b>GRAND TOTAL – REVENUES</b>	 <b>\$7,606,547</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$7,606,547</b>

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  1. The County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
  2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
  3. The County 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.
  4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.

5. The County Manager may enter into and execute change orders or amendments to County construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
6. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
7. The County Manager may execute contracts with outside agencies to properly document budgeted appropriation to such agencies where G.S. 153 A-248(b), 259. 449 and any similar statutes require such contracts.
8. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129 (a).

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project Ordinance associated with the project is closed.

Adopted this 7<sup>th</sup> day of February, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Planning and Development - HOME American Rescue Plan (ARP) Project Proposal

### **BRIEF SUMMARY:**

Cabarrus County Community Development staff is tentatively recommending that the HOME ARP funds be dedicated to a project that Cooperative Christian Ministries (CCM) has been working on. This project is a "huddle house" concept that has a community building that offers supportive services with small homes surrounding the main building. The project will be specifically for extremely low income senior adults, veterans and single adults with disabilities. The program will be structured to teach life skills associated with independent living while offering shelter at an amount that allows the client to obtain financial stability and prepare for the next steps. The City of Kannapolis may participate in this project as well. The HOME ARP program information is in the early stages as well as the huddle house planning so this is the reason we are tentatively recommending support as we work through the requirements of the program. CCM has obtained property recently for the project. The proposed project appears to fall within the program guidelines and is the need is for affordable supportive housing is supported by the survey/comment period that the City of Concord administered on behalf of the Consortium.

### **REQUESTED ACTION:**

Motion to approve staff to move forward with Cooperative Christian Ministries huddle house project for HOME ARP funding.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kelly Sifford, AICP  
Planning and Development Director

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▣ Description of project

## “HUDDLE HOUSING”

Senior Adults, Veterans & Adults with disabilities

In our community today there are many individuals who struggle to survive with extremely low household income. In 2019, the National Low Income Housing Coalition (NLIHC) considered “extremely low income” between \$9,500 and \$15,000 per year. To put that in context of real life situations in Cabarrus County; a person on SSI Disability receiving \$792 per month has an annual income of \$9,500 and a person making minimum wage (\$7.25/hr.) on a 40 hour work week has an annual income of \$15,000. The 2019 report indicates 87% of Extremely Low Income (ELI) households are cost burdened when it comes to housing and 71% of ELI households are severely cost burdened regarding housing.

**Cost Burdened:** households spending 30% or more of their income on housing (rent and utilities).

**Severely Cost Burdened:** households spending 50% or more of their income on housing.

The consequence is a growing number of individuals who are literally homeless; living in tents or in other structures not intended for human habitation. Many of these individuals have a basic source of income, but do not have adequate income or credit to access the market or do not have sufficient stability to secure the available resources that would help them establish sustainable housing.

The *Huddle Housing* concept is designed to provide the basic needs of food, housing and community in an environment that allows an individual to establish stability and connect with vital resources while promoting personal responsibility and community engagement.

This concept is built around extremely affordable, ultra-efficient, easily accessed, community-based, pet friendly, “carriage homes” designed for independent living. Multiple units are located in a structured supportive setting; strategically positioned (“huddled”) around a community center which provides access to prepared meals, laundry facilities, transportation services, counseling, activities, education and life skills training. Carriage homes will be rented at extremely affordable rates and separate utility cost structure. The rental fee structure of the program accomplishes two objectives: program sustainability and participant accountability. Two intended outcomes are the development of good financial practices and the establishment of credit.

The Huddle Housing model is designed to meet the needs of senior adults, veterans and single adults with disabilities who are low and extremely low income and are capable of self-care. The program design is sensitive to the desire for independence or the specific need for companionship of service animals. The program will provide daytime staff to coordinate access to facilities, meals and services. The community building will facilitate shared community responsibilities, activities and access to resources. Residents will share responsibility to maintain properties, prepare community meals, and pursue individual development plans.

### PROJECTED INVESTMENT:

#### Project Budget

Construction	(est)	\$ 1,500,000
Operations – 3yr. (est)		\$ 834,700
		\$ 2,334,700

#### Funding Plan

Local Government	(est)	\$ 1,000,000
Community Partners	(est)	\$ 1,334,700
Total Project		\$ 2,334,700 (11/10/21)

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Planning and Development - Request to Consider Changing the Name of Merrivee Drive to Miller Park Drive

### **BRIEF SUMMARY:**

An application has been submitted by Ms. Trena Miller requesting that Merrivee Drive be changed to Miller Park Drive. A memo outlining the request and the application materials are attached for reference.

Pursuant to NCGS 153A-239.1, noticing is required for this type of request. Noticing includes holding a public hearing. Staff requests that the public hearing be scheduled for the regular Board of Commissioners meeting on March 21, 2022 to allow time for proper noticing prior to the public hearing date.

### **REQUESTED ACTION:**

1. Receive staff report.
2. Motion to suspend the Rules of Procedure.
3. Motion to schedule a public hearing for the March 21, 2022 regular meeting.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

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

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ Memo
- ▣ Application Information
- ▣ Resolution

# Memo

To: Cabarrus County Board of Commissioners  
 From: Susie Morris, Planning and Zoning Manager  
 CC: File  
 Date: 1/12/2022  
 Re: Request to Change the Name of Merrivee Drive to Miller Park Drive

- The Applicant, Ms. Trena Miller, is requesting that Merrivee Drive, located in the Monterosa Subdivision off Lower Rocky River Road, be renamed to Miller Park Drive.
- The current street is approximately 898 feet and runs between Monterosa Road and Blossom Drive.
- The Applicant is requesting to rename the street because she owns multiple properties taking access directly from the street right-of-way. The parcel where her home is located and two other parcels that she owns are the only properties currently addressed using Merrivee Drive.
- Pursuant to the Resolution adopted by the Cabarrus County Board of Commissioners on March 12, 1979, the Applicant provided a Street Renaming Petition showing that over 51% of the adjacent property owners are in favor of the proposed name change. The petition is included for reference.
- Pursuant to NCGS 153A-239.1, noticing is required for this type of request. Noticing includes holding a public hearing. Staff requests that the public hearing be scheduled for the regular Board of Commissioners meeting on March 21, 2022 to allow time for proper noticing prior to the public hearing date.
- If the request is approved, the current property addresses would be changed as follows:

<u>OWNER</u>	<u>CURRENT ADDRESS</u>	<u>NEW ADDRESS</u>
TRENA MILLER	1914 MERRIVEE DRIVE	1914 MILLER PARK DRIVE
TRENA MILLER (VACANT)	1904 MERRIVEE DRIVE	1894 MILLER PARK DRIVE
MAURICE/TRENA MILLER (VACANT)	1818 MERRIVEE DRIVE	1876 MILLER PARK DRIVE



**CABARRUS COUNTY 911  
NAMING OR RENAMING ROAD PETITION FORM**

DATE: December 1, 2021

Applicants Name: Trena Miller

Applicants Address: 1914 Merrivee Drive, Concord NC 28025

Applicants Phone Number/Email: 704-965-3319/ trena@trenamiller.com

Application and Process Fees (to be paid by applicant):

- A \$250.00 review fee is due when the application is submitted.
- Additional fees: cost of advertising for Public Hearing, cost of new street sign(s) + installation + cost of required mailing and notices for a Street Name Change submittal.

APPLICATION:

We, the undersigned owners of parcels of property with frontage

on Merrivee Drive, (see attached map)  
(Road or street name)

in Cabarrus County, North Carolina and in compliance with the resolution passed by the Cabarrus County Board of Commissioners dated March 12, 1979, hereby

Request that Merrivee Drive State Route # \_\_\_\_\_  
(Road or street name) (If applicable)

be named or renamed to:

Miller Park Drive

Beginning at: Blossom Drive and

Ending at: Monterosa Road

With such street encompassing approximately 897 feet.



**CABARRUS COUNTY 911  
NAMING OR RENAMING ROAD PETITION FORM**

We, the undersigned also agree that with the placement of our signature on this petition, we therefore, acknowledge our approval of this procedure throughout the entire due process of naming or name changing and waive any and all requirements that we be served with notice of a public hearing. We further acknowledge that the aforementioned signature on this petition is irrevocable and may not be removed. (Please attach additional signature sheet if necessary)

\*\*\*\*\*

NAME	ADDRESS	PHONE	SIGANTURE
Trena Miller	1914 Merrivee Drive Concord, Nc 28025.	704-965-3319	<i>Trena Miller</i>
Maurice Miller	1914 Merrivee Drive Concord Nc 28205	704-369-6499	<i>Maurice Miller</i>
Seth Griffin	10000 Blossom Drive Concord Nc 28025	704-956-7670	<i>Seth Griffin</i>
Katherine Griffin	10000 Blossom Drive Concord Nc 28025	704-956-7670	<i>Katherine Griffin</i>
Richard Wright	10112 Blossom Drive Concord Nc 28025	-----	
Ruthie Wright	10112 Blossom Drive Concord Nc 28025	-----	

NOTE: A minimum of 51% of the frontage along the street/road must be reflected by signatures on this petition and signed by the property owners to be considered by the Cabarrus County Board of Commissioners. A signature on this petition constitutes agreement with the proposed name change and resultant address change if such request is approved by the Board of Commissioners.

Daniel Bridges	2040 Monterosa Road Concord Nc 28025	980-253-1269
Jennifer Bridges	2040 Monterosa Road Concord Nc 28025	980-253-1269



**CABARRUS COUNTY 911  
NAMING OR RENAMING ROAD PETITION FORM**

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\*\*\*\*\*

NAME	ADDRESS	PHONE	SIGANTURE
Trena Miller	1914 Merrivee Drive Concord, Nc 28025.	704-965-3319	<i>Trena Miller</i>
Maurice Miller	1914 Merrivee Drive Concord Nc 28205	704-369-6499	<i>Maurice Miller</i>
Seth Griffin	10000 Blossom Drive Concord Nc 28025	704-956-7670	
Katherine Griffin	10000 Blossom Drive Concord Nc 28025	704-956-7670	
Richard Wright	10112 Blossom Drive Concord Nc 28025	-----	<i>Richard Wright By SON WRIGHT as P.O.A.</i>
Ruthie Wright	10112 Blossom Drive Concord Nc 28025	-----	<i>RUTHIE WRIGHT By SON WRIGHT as P.O.A.</i>

NOTE: A minimum of 51% of the frontage along the street/road must be reflected by signatures on this petition and signed by the property owners to be considered by the Cabarrus County Board of Commissioners. A signature on this petition constitutes agreement with the proposed name change and resultant address change if such request is approved by the Board of Commissioners.

Daniel Bridges	2040 Monterosa Road Concord Nc 28025	980-253-1269
Jennifer Bridges	2040 Monterosa Road Concord Nc 28025	980-253-1269




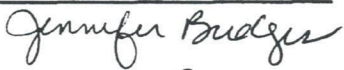

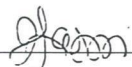
**CABARRUS COUNTY 911  
NAMING OR RENAMING ROAD PETITION FORM**

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\*\*\*\*\*

NAME	ADDRESS	PHONE	SIGANTURE
Trena Miller	1914 Merrivue Drive Concord, Nc 28025.	704-965-3319	
Maurice Miller	1914 Merrivue Drive Concord Nc 28205	704-369-6499	
Seth Griffin	10000 Blossom Drive Concord Nc 28025	704-956-7670	
Katherine Griffin	10000 Blossom Drive Concord Nc 28025	704-956-7670	
Richard Wright	10112 Blossom Drive Concord Nc 28025	_____	
Ruthle Wright	10112 Blossom Drive Concord Nc 28025	_____	

NOTE: A minimum of 51% of the frontage along the street/road must be reflected by signatures on this petition and signed by the property owners to be considered by the Cabarrus County Board of Commissioners. A signature on this petition constitutes agreement with the proposed name change and resultant address change if such request is approved by the Board of Commissioners.

Daniel Bridges	2040 Monterosa Road Concord Nc 28025	980-253-1269	
Jennifer Bridges	2040 Monterosa Road Concord Nc 28025	980-253-1269	
Colin Meath	2034 Norma Drive Concord NC 28025	(315) 416-9075	
Jenel Lawson	2034 Norma Drive Concord, NC 28025	(954) 224-3695	

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING LINES AND DEDICATE ALL STREETS, ALLEYS, PARKS, WALKS, AND PRIVATE USE AS NOTED. I (WE) ALSO CERTIFY THAT THE LAND SHOWN ON THIS PLAT FALLS WITHIN THE SUBDIVISION JURISDICTION OF CABARRUS COUNTY.

MAP OF  
"MONTEROSA"  
"SECTION 2"

NUMBER 1 TOWNSHIP CABARRUS COUNTY NC

SCALE 1"=200' MARCH, 1979



NORTH CAROLINA  
MECKLENBURG COUNTY

I, Wm. D. Husky, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT J.G. SPRATT, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND THIS 26th DAY OF March, 1979.



NOTARY PUBLIC  
MY COMMISSION EXPIRES 7/01/80



JOE M. STALLINGS  
DB 205-104

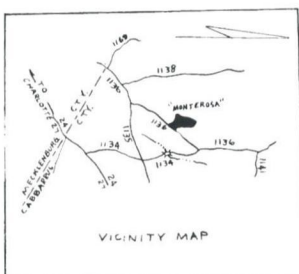
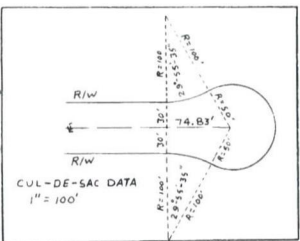
BILLY D. PLUMMER  
DB 269-311

C.S. DORTON JR.  
DB 491-427

I, J.G. SPRATT, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE BY ME, DEED DESCRIPTION RECORDED IN BOOK 505, PAGE 1, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDE AND DEPARTURES IS 1:10000, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 26 DAY OF J.G. SPRATT MARCH 1979

SIGNED J.G. Spratt  
REGISTERED SURVEYOR L.S. 99



CURVE DATA					
1	2	3	4	5	6
$\Delta = 2^{\circ}59'44''$	$\Delta = 9^{\circ}22'40''$	$\Delta = 13^{\circ}00'$	$\Delta = 43^{\circ}00'$	$\Delta = 14^{\circ}43'58''$	$\Delta = 39^{\circ}54'55''$
$R = 3824.52'$	$R = 2438.44'$	$R = 871.69'$	$R = 507.73'$	$R = 773.51'$	$R = 275.38'$
$T = 100.00'$	$T = 200.00'$	$T = 100.00'$	$T = 200.00'$	$T = 100.00'$	$T = 100.00'$
$ARC = 199.96'$	$ARC = 399.11'$	$ARC = 199.14'$	$ARC = 381.05'$	$ARC = 198.90'$	$ARC = 191.84'$
$D = 1.4981$	$D = 2.3497$	$D = 6.5280$	$D = 11.2847$	$D = 7.4073$	$D = 20.8061$
$d = 0.4494$	$d = 0.7049$	$d = 1.9584$	$d = 3.3854$	$d = 2.2222$	$d = 6.2418$

I, J. G. SPRATT, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE BY ME, DEED DESCRIPTION RECORDED IN BOOK 500 PAGE 4, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDE AND DEPARTURES IS 1:10000, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 41-30 AS AMENDED.

CE & RW LINKER  
DB 203-309

WITNESS MY HAND AND SEAL THIS 26<sup>th</sup> DAY OF MARCH, 1979.



MAP OF

MONTEROSA

"SECTION 1"

NUMBER 1 TOWNSHIP

CABARRUS COUNTY, NC

SCALE 1"=200' FEBRUARY, 1979



Left side of Merrivue

NORTH CAROLINA  
MECKLENBURG COUNTY

I, WILLIAM D. HUSKEY, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT J. G. SPRATT, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND THIS 27<sup>th</sup> DAY OF MARCH, 1979.

NOTARY PUBLIC

MY COMMISSION EXPIRES 12/31/1983



I (WE) HEREBY CERTIFY THAT I AM (WE) ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADAPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, PARKS, WALKS, AND PRIVATE USE AS NOTED. I (WE) ALSO CERTIFY THAT THE LAND SHOWN ON THIS PLAN FALLS WITHIN THE SUBDIVISION JURISDICTION OF CABARRUS COUNTY.

MARCH 29<sup>th</sup>, 1979

JOE M. STALLINGS  
DB 205-104

OWNER  
*James T. Steele*  
OWNER

By *L. Patterson*  
March 28, 1979

CURVE DATA

1	2	3	4	5	6	7	8	9
L=44°30' LT	Δ=33°30' RT	Δ=18°46'08" LT	Δ=24°59'47" LT	Δ=23°52'43" RT	Δ=55°43'13" RT	Δ=21°16'31" LT	Δ=2°59'44" LT	Δ=9°22'40" RT
R=488.87'	R=664.53'	R=453.80'	R=739.87'	R=709.39'	R=286.80'	R=798.62'	R=382.452'	R=1438.44'
I=200.00'	T=200.00'	T=150.00'	T=164.00'	T=150.00'	T=150.00'	T=150.00'	T=100.00'	T=200.00'
ARC=37969'	ARC=38854'	ARC=14866'	ARC=322.78'	ARC=29565'	ARC=276.41'	ARC=296.55'	ARC=19996'	ARC=39911'
D=1172.00'	D=86220'	D=126257'	D=77440'	D=80768'	D=199776'	D=71744'	D=14981'	D=23497'
d=3516.0'	d=25866'	d=37877'	d=23232'	d=24230'	d=59933'	d=21523'	d=4494'	d=7049'

J. G. SPRATT  
SIGNED





## RESOLUTION OF SUPPORT TO CHANGE THE NAME OF MERRIVEE DRIVE TO MILLER PARK DRIVE

**THAT WHEREAS**, an application has been filed requesting that the name for Merrivee Drive, a privately maintained road approximately 898 feet in length and located in the Monterosa Subdivision, be changed to Miller Park Drive, and

**WHEREAS**, in compliance with the Resolution adopted by the Cabarrus County Board of Commissioners on March 12, 1979, a Street Renaming Petition has been provided documenting that over 51% of the affected property owners, as indicated by the maps and information provided, are in support of the proposed name change, and

**WHEREAS**, having held a public hearing on the matter of the proposed name change, the Cabarrus County Board of Commissioners is of the opinion that it is appropriate to change the name of Merrivee Drive to Miller Park Drive,

**NOW THEREFORE BE IT RESOLVED** that the existing E911 addresses of record be revised as follows:

<u>OWNER</u>	<u>CURRENT ADDRESS</u>	<u>NEW ADDRESS</u>
TRENA MILLER	1914 MERRIVEE DRIVE	1914 MILLER PARK DRIVE
TRENA MILLER (VACANT)	1904 MERRIVEE DRIVE	1894 MILLER PARK DRIVE
MAURICE & TRENA MILLER (VACANT)	1818 MERRIVEE DRIVE	1876 MILLER PARK DRIVE

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

\_\_\_\_\_  
Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Property and Liability Internal Service Fund - Sheriff Vehicle Replacement

### **BRIEF SUMMARY:**

This request is to appropriate fund balance in the Internal Service Fund and transfer funds from the Property and Liability Internal Service Fund to the General Fund to replace a Sheriff's Department Vehicle (SUV - UNIT 230) that was totaled in Tennessee on January 02, 2022.

### **REQUESTED ACTION:**

Motion to adopt budget the amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations  
Jon Bradley, Risk and Safety Manager

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

---

### **ATTACHMENTS:**

▢ Budget Amendment

## Budget Revision/Amendment Request

Date: 2/21/2022

Amount: 34,340.00

Dept. Head: Suzanne Burgess for Kyle Bilafer

Department: ISF - Property and Liability

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment is to appropriate fund balance to increase the motor vehicle expenditure account in the Property and Liability Fund and to transfer funds to the General Fund to replace a Sheriff's Department Vehicle that was destroyed in an accident.

	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
600	9	1919-9863	Motor Vehicles	25,660.00	8,680.00	-	34,340.00
600	6	1919-6901	Fund Balance	1,390,994.00	8,680.00	-	1,399,674.00
600	9	1919-9704	Contribution to the General Fund	34,340.00	34,340.00	-	68,680.00
600	9	1919-9863	Motor Vehicles	34,340.00	-	34,340.00	0.00
001	6	2110-6931	Contribution From Internal Service Fund	34,340.00	34,340.00	-	68,680.00
001	9	2110-9863	Motor Vehicles	1,680,574.89	34,340.00	-	1,714,914.89

### Budget Officer

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### County Manager

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Board of Commissioners

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Solid Waste - Ordinance Acknowledging the Renewal of the Solid Waste Collection and Disposal Franchise Agreement through December 31, 2027 - First Reading

### **BRIEF SUMMARY:**

The current Solid Waste Collection and Disposal Franchise Agreement expires on December 31, 2022. The current agreement includes 2 five-year renewal options. It is recommended to exercise the renewal option. Staff will be available to discuss the renewal agreement and answer any questions.

### **REQUESTED ACTION:**

Motion to adopt the first reading of the ordinance acknowledging the renewal of the Solid Waste Collection and Disposal Franchise Agreement through December 31, 2027.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kevin Grant, Environmental Management Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▢ Extension Letter
- ▢ Republic Services Franchise Agreement
- ▢ Ordinance Republic Franchise Renewal



5105-A Morehead Rd, Concord NC 28027  
o 704-262-6000 republicservices.com

January 25, 2022

Mr. Kevin Grant  
Environmental Management Director  
65 Church Street  
Concord, NC 28025

Dear Mr. Grant:

We at Republic Services value our long-term relationship with Cabarrus County and look forward to many more years of providing excellent service to the citizens of Cabarrus County. Per Section 5 of our current Solid Waste and Disposal Exclusive Franchise Agreement, we are requesting the first of two five-year extensions that are available. Per the terms of the agreement, the first five-year extension would be effective January 1, 2023. Please let us know if you have any questions. Thank you.

Sincerely,

Tim Ginn  
General Manager  
480-459-7339  
Tginn2@republicservices.com

Shawn Brady  
Municipal Sales Manager  
704-361-4179  
Sbrady@republicservices.com

## Solid Waste Collection and Disposal Exclusive Franchise Agreement

THIS EXCLUSIVE FRANCHISE AGREEMENT (the "Contract"), is made and entered into this 26<sup>TH</sup> day of NOVEMBER, 2017, 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:  12-7-17  
COUNTY MANAGER, Cabarrus County, NC

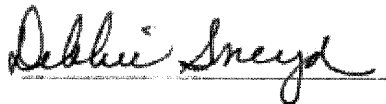
APPROVED BY COUNTY FINANCE OFFICER

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

  
County Finance Director 12-4-17

WITNESSES:

Contractor: BFI Waste Services, LLC



BY:   
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 unserviced 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

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).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC 17015 N. SCOTTSDALE RD SCOTTSDALE AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No./Ext): E MAIL ADDRESS: certificate@ccmsl.com	<b>FAX (A/C No./Ext):</b>
<b>INSURED</b> REPUBLIC SERVICES, INC 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: ACE American Insurance Co.	NAIC # 22667
	INSURER B: Indemnity Insurance Company of NA	13575
	INSURER C: ACE Fire Underwriters	26762
	INSURER D: Miners Union Insurance Company	27980
	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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDD 02767783	06/30/2017	05/31/2018	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	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H508073A	06/30/2017	05/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFF OR PARTNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YN	N/A	WLR 064412917 - AGS WLR 064412918 - C&M/A/OH SCF 064412919 - WI WCU 064412920 - OH KS HIS 049168436 - TX NSXS	06/30/2017 06/30/2017 06/30/2017 06/30/2017 06/30/2017	05/31/2018 05/31/2018 05/31/2018 05/31/2018 05/31/2018	<input checked="" type="checkbox"/> WC STATU TOBY 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 Inclusion Allied Services, LLC - Obs. Allied Waste Services of Fort W3 - Republic Services of Charlotte

**CERTIFICATE HOLDER****CANCELLATION**

CASARRUS COUNTY PO BOX 707 CONCORD, NC 28026 United States	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 
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ACORD 25 (2010/05)

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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOG #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES INC 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	RANK 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 C64412869, 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 (WTNS C49166435) 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.

**ADDITIONAL INSURED -  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.			Endorsement Number 21
Policy Number SA	Policy Number H0906073A	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 after 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: HDQ G27867789

Endorsement Number: 252

COMMERCIAL 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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Page 1 of 1

POLICY NUMBER: HDO G27867789

21  
Endorsement Number: 220

COMMERCIAL 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)

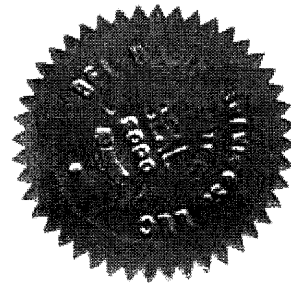
Monthly Cost Per Resident \$ 14.33

- 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

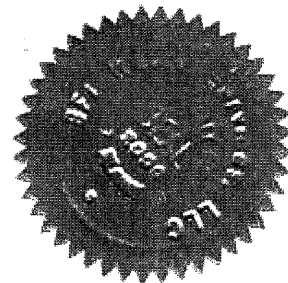
#### RESIDENTIAL SOLID WASTE DISPOSAL RATE FOR CABARRUS COUNTY AND THE MUNICIPALITIES OF KANNAPOLIS, MOUNT PLEASANT, MIDLAND AND HARRISBURG

##### 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.



## 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**

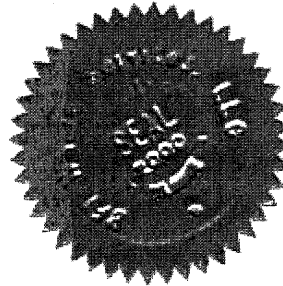
\$ 37.00\*

\*+ 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

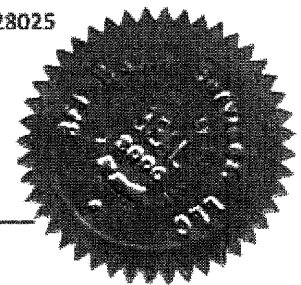
### FORM 4

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: KEVIN GRANT  
Address: PO Box 707, Concord, NC 28026  
Phone: 704.920.3209  
Email: KPGRANT@CABARRUSCOUNTY.US

Billing:

Name: SUSAN FEARRINGTON  
Address: PO Box 707, Concord, NC 28026  
Phone: 704.920.2894  
Email: SBFERRINGTON@CABARRUSCOUNTY.US

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: 803.818.3903  
Email: mbarkley@republicservices.com



ORDINANCE GRANTING RENEWAL OF THE 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 a renewal of the 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, 2023, and expiring December 31, 2027, upon final adoption after two readings.

Approved and adopted in consecutive regular meetings of the Cabarrus County Board of Commissioners on February 21, 2022, and March 21, 2022.

---

Stephen M. Morris, Chairman  
Board of Commissioners

ATTEST:

---

Lauren E. Linker, Clerk to the Board

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

---

#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

Tax Administration - Advertisement of 2021 Delinquent Taxes

#### **BRIEF SUMMARY:**

NC General Statute 105-369 requires the office of the Tax Collector to report the amount of unpaid taxes for the current year, 2021, that are liens on real property, less filed bankruptcies and appeals with Property Tax Commission (PTC); and to set the advertisement date:

2021 REAL ESTATE: \$10,431,601.29

Less: Bankruptcy \$71,073.58

PTC Appeals \$0.00

Total Delinquent to Advertise \$10,360,527.71

Requested date of Advertisement of Tax Liens: March 27, 2022

#### **REQUESTED ACTION:**

Motion to approve the report for the 2021 outstanding tax balances that are a lien on real property and to order the Tax Collector to advertise these liens in the Independent Tribune on Sunday March 27, 2022

#### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

#### **SUBMITTED BY:**

David Thrift, Tax Administrator

**BUDGET AMENDMENT REQUIRED:**

No

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

---

**ATTACHMENTS:**

- ▣ Order to Advertise



ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
IN ACCORDANCE WITH N.C.G.S. 105-369

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State of North Carolina

County of Cabarrus

To: M. David Thrift, Tax Administrator of Cabarrus County

You are hereby authorized, empowered, and commanded to advertise tax liens on real property for failure to pay 2021 property taxes. You shall advertise said liens by posting a notice of liens at the county courthouse and by publishing each lien at least one time in a newspaper having general circulation in the taxing unit. Advertisement of liens shall be made on Sunday March 27, 2022.

This order shall be a full and sufficient authority to direct, require, and enable you to advertise said tax liens in accordance with North Carolina General Statute 105-369.

Witness my hand and official seal, this 21<sup>st</sup> day of February, 2022.

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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

Attest:

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Lauren Linker  
Clerk to the Board of County Commissioners

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Tax Administration - Interlocal Agreement regarding Tax Collection for Town of Huntersville

### **BRIEF SUMMARY:**

The Town of Huntersville has annexed a number of parcels inside Cabarrus County. The Town of Huntersville wishes to designate the Cabarrus County Tax Collector to collect taxes for those parcels that lie inside Cabarrus County.

### **REQUESTED ACTION:**

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

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

David Thrift, Tax Administrator

### **BUDGET AMENDMENT REQUIRED:**

No

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

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### **ATTACHMENTS:**

▢ Interlocal Tax Collection Agreement

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

**INTERLOCAL TAX  
COLLECTION AGREEMENT**

This **INTERLOCAL TAX COLLECTION AGREEMENT** (“Agreement”), is made and entered into by and between the **TOWN OF HUNTERSVILLE** (“Town”) and **CABARRUS COUNTY** (“County”) for the collection of certain of the Town’s tax revenues by the County.

**RECITALS**

1. Pursuant to Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes and N.C. Gen. Stat. § 153A-445(a)(1), the Town and County are permitted to enter into an undertaking for the exercise by one unit of local government of the tax collection function of another unit of local government.

2. The Town Council and the County Board of Commissioners have found and determined that it is in the public benefit and interest to have the County Tax Administration Department undertake to collect certain of the Town’s tax revenues on the Town’s behalf.

3. The Town Council and the County Board of Commissioners have by separate duly enacted resolutions made the above determination and have authorized the provisions and execution of this Agreement.

In consideration of the above Recitals and the Provisions contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

**PROVISIONS**

1. Listings, Assessing, Billing and Collections of Town Taxes Fees and Assessments: The County shall serve as the tax collector for the Town in the listing, assessing, billing and collection of ad valorem taxes, including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies beginning with the fiscal year which commences on July 1, 2021. The County shall also be responsible for the collection of any delinquent taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, special assessments and special district levies for any years prior to the commencement date of this Agreement, except for any foreclosures filed prior to July 1, 2021, which will continue to be handled by the Town until completed. The Town agrees to fully cooperate with the County in the listing, assessing, billing and collection process, including assistance in determining situs issues and in discovering property which should have been listed for taxation pursuant to N.C. Gen. Stat. § 105-312.

2. Existing Payment Agreements to be Honored: The County agrees to honor and abide by the terms all existing Payment Agreements entered into by and between the Town and any taxpayer.

3. Motor Vehicle Taxes and Other Obligations: The County shall not be responsible for collection of Town motor vehicle taxes and fees, unless requested by the Town for collection

of such taxes which are past due and arose prior to the present State collection system tied to registration of the motor vehicle.

4. County Authority: The County shall have all of the authority as set forth in the Machinery Act (N.C. Gen. Stat. §§ 105-271 through 395.1) and other statutory provisions in the process of listing, assessing, billing and collecting Town taxes including any liens statutorily authorized to be collected in the manner of ad valorem taxes, fees and assessments. The Town hereby appoints the County Tax Administrator as its Tax Collector for portions of Huntersville located in Cabarrus County pursuant to the provisions of N.C. Gen. Stat. § 105-349, for so long as this Agreement is in full force and effect. The Town shall pay the cost of the premium for any additional bond required of the County Tax Administrator for the performance of these duties for the Town. The County Tax Administrator shall take the oath prescribed in N.C. Gen. Stat. § 105-349 and a signed copy shall be filed with the Town Clerk before any tax collection duties are undertaken under this Agreement.

5. Allocation of Receipts: At the end of each calendar month, the County will analyze the month's deposit of funds collected to determine the dollar amount of taxes, including prepaid taxes, which are allocable to the Town. On or before the fifteenth (15<sup>th</sup>) day of the next month, the County will transfer to the Town the Town's estimated share of the ad valorem taxes, including prepaid taxes. Upon the ultimate determination of the correct amount of taxes which have been prepaid, any excess prepaid taxes shall be immediately paid to the Taxpayer by the County from the prepaid account, and the balance of such taxes will be paid to the Town on the next deposit date. For fees and assessments other than ad valorem taxes, the County will transfer those collections to the Town on or before the 15<sup>th</sup> day of the next month after collection.

6. Priority of Allocation for Partial Payments: If a partial payment of a tax bill is made, the County will apply that payment in accordance with its standard priority schedule, unless the taxpayer specially directs that a partial payment be specifically applied. The standard priority schedule requires that out of pocket expenses of collection be satisfied first from the payment proceeds, then the interest and taxes be paid pro-rata based on the amounts owed to the Town and County. Any tax due to the Town after applying the priority schedule shall be deposited to the benefit of the Town in accordance with Paragraph 5.

7. Fees to be Paid by the Town to the County: The Town will compensate the County for the services provided in this Agreement on a fixed rate equal to Two and 00/100 Dollars (\$2.00) for each Town bill generated by the County, as of the date of such bill. If a separate bill is created for special assessments, the County will be entitled to be compensated in the amount of \$3.50 for each such bill generated by the County. The fee will be reviewed on or about January 1 of each year, beginning with January 1, 2023. The Town will be notified of the findings of each review and any change in the fee will be negotiated on an annual basis, beginning with the fiscal year commencing on July 1, 2023. All fees collected by the County for additional services such as garnishment, advertising and returned checks, shall be retained by the County. The County will bill the Town for all collection fees annually on or about September 1, beginning in the year 2022. All fees billed by the County will be paid by the Town before October 1, following the billing in September.

8. Allocation of Foreclosure Fees and Expenses. The Town retains the option to pursue separate tax foreclosure actions. If it utilizes the County to pursue tax foreclosure, the

parties shall split the court and service costs of the action equally and the attorney's fees of the County's foreclosure attorney. Such amounts shall either be billed or deducted from any payment or sale proceeds from the property.

9. Town Annexation: In the event the Town annexes property at any time other than July 1 of any year, the County will be responsible for collecting prorated taxes resulting from the annexation. The Town shall be responsible for notifying the County a reasonable time prior to any annexation in order to allow the County sufficient time to assess and bill the taxes resulting from the annexation and use its best efforts to not just annex a portion of an existing real property parcel.

10. Termination: The Town or the County shall have the right to terminate this Agreement effective July 1 of each year, beginning with July 1, 2022. The decision to terminate shall be made by the respective governing bodies of the Town and the County. Notice to terminate must be given in writing no later than March 31<sup>st</sup> or the obligations imposed on the parties under this Agreement shall remain in effect for another fiscal year.

11. Miscellaneous:

(a) All decisions involving exemptions and exclusions, refunds and releases, bankruptcies, discoveries, garnishments, attachments, and other collection proceedings are delegated by the Town to the County, although the County will reasonably consider any particular requests from the Town. The County agrees to use its best efforts in accurately listing, assessing, billing, and collecting the Town taxes, fees and assessments. The County will not be held to a higher standard for collection than it has for collecting County taxes.

(b) The Town shall adopt a resolution directing the Cabarrus County Tax Administrator to—

(1) Not collect the combined taxes and fees of the Town due on a tax receipt prepared pursuant to N.C. Gen. Stat. § 105-320 with a total original principal amount up to \$5.00, as authorized by N.C. Gen. Stat. § 105-321(f);

(2) Treat small underpayments of \$1.00 or less as fully paid and not to refund small overpayments of \$1.00 or less unless the taxpayer requests a refund of the overpayment before the end of the fiscal year in which the small overpayment is made, as authorized under N.C. Gen. Stat. § 105-357(c); and

(3) Not mail a refund of any overpayment if the refund is less than \$15.00 unless requested by the taxpayer, as authorized by N.C. Gen. Stat. § 105-321(g).

(c) This Agreement may be amended in writing at any time by mutual agreement of the parties.

**IN WITNESS**, the Town and County have duly approved this Agreement and authorized their respective officials to execute the same, as indicated below.

**TOWN OF HUNTERSVILLE**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk

Date of Execution: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
Town Attorney

**CABARRUS COUNTY**

By: \_\_\_\_\_  
Chair, Board of Commissioners

ATTEST:

By: \_\_\_\_\_  
Clerk to the Board

Date of Execution: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
County Attorney

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

By: \_\_\_\_\_  
Town Finance Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Finance Director

Date: \_\_\_\_\_

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**February 7, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

**SUBJECT:**

BOC - Approval of Regular Meeting Agenda

**BRIEF SUMMARY:**

The proposed agenda for the February 21, 2022 regular meeting is attached.

**REQUESTED ACTION:**

Motion to approve the agenda for the February 21, 2022 regular meeting as presented.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▢ Proposed February 21, 2022 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**February 21, 2022  
6:30 PM**

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### 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

### INVOCATION

#### A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

#### B. APPROVAL OF THE AGENDA

#### C. RECOGNITIONS AND PRESENTATIONS

1. Planning and Development - Recognition of Lloyd L. Quay, Jr. for His Service on the Town of Harrisburg Planning and Zoning Advisory Board and Board of Adjustment
2. Human Resources - Recognition of Deputy County Manager Jonathan B. Marshall on His Retirement from Cabarrus County Government

#### D. INFORMAL PUBLIC COMMENTS

#### E. OLD BUSINESS

#### F. CONSENT AGENDA

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

1. Appointments - Agricultural Advisory Board
2. Appointments - Cabarrus County Planning and Zoning Commission

3. Appointments - Concord Downtown Development Corporation
4. Appointments and Removals - Home and Community Care Block Grant Advisory Committee
5. Appointments (Removals) - Juvenile Crime Prevention Council
6. County Manager - Cabarrus County Mortgage Assistance Program Revisions
7. County Manager - WSACC Sewer Service Agreement
8. DHS - Low-Income Energy Assistance (LIEAP) Additional Funding
9. EMS - Fee Increase for Dedicated Event Coverage
10. Finance - Needs-Based Public School Capital Fund Grant Application
11. Finance - Update Capital Project Fund Budget and Related Project Ordinance
12. Infrastructure and Asset Management - Utility Easement Request at IAM Operations Center
13. Infrastructure and Asset Management - Request of Donation of Surplus Kitchen Equipment
14. Infrastructure and Asset Management - Town of Midland and Cabarrus County Interlocal Agreement for Veterans Memorial at Rob Wallace Park
15. Library - Approval of Budget Amendment
16. Library - Updates to Policies
17. Planning and Development - HOME American Rescue Plan (ARP) Project Proposal
18. Property and Liability Internal Service Fund - Sheriff Vehicle Replacement
19. Tax Administration - Advertisement of 2021 Delinquent Taxes
20. Tax Administration - Interlocal Agreement regarding Tax Collection for Town of Huntersville
21. Tax Administration - Refund and Release Reports - January 2022

#### **G. NEW BUSINESS**

1. Solid Waste - Ordinance Acknowledging the Renewal of the Solid Waste Collection and Disposal Franchise Agreement through December 31, 2027 - First Reading

#### **H. REPORTS**

1. BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Budget Amendment Report
4. Budget - Monthly Financial Update
5. County Manager - Monthly Building Activity Reports
6. County Manager - Monthly New Development Report
7. EDC - January 2022 Monthly Summary Report

#### **I. GENERAL COMMENTS BY BOARD MEMBERS**

#### **J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY**

#### **K. CLOSED SESSION**

## **L. ADJOURN**

### **Scheduled Meetings**

<b>February 25</b>	<b>Board Retreat</b>	<b>4:00 p.m.</b>	<b>Training Room at 4855 Milestone Avenue</b>
<b>February 26</b>	<b>Board Retreat</b>	<b>8:00 a.m.</b>	<b>Training Room at 4855 Milestone Avenue</b>
<b>March 7</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>March 21</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>
<b>April 4</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>April 14</b>	<b>Budget Meeting</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>April 19</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>
<b>April 20</b>	<b>Cabarrus Summit</b>	<b>6:00 p.m.</b>	<b>Cabarrus Arena</b>

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

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

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

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

<b>Sunday - Saturday</b>	<b>1:00 P.M.</b>
<b>Sunday - Tuesday</b>	<b>6:30 P.M.</b>
<b>Thursday &amp; Friday</b>	<b>6:30 P.M.</b>

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.