ROWAN COUNTY COMMISSION AGENDA
November 1, 2021 - 3:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
https://bit.ly/rowanboc1101
Password: 110121

Or join by phone:
Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 988 3037 3052

Password: 110121

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.

- Consider Approval of the Minutes: October 18, 2021

1 Consider Approval of Consent Agenda

A. Memo to BOC - Finance Reconciliation for NC DHHS
B. Request for Public Hearing for 'Project Bishop'
C. Lower Parking Lot Event Approval at WEP
D. Schedule Public Hearing for TA 02-21: Tom Turpin, for November 15, 2021
E. Fiscal Yr 2021 Year End
F. Reschedule Public Hearing for Multiple Road Names

G. Accept Final Offer For Lot Located At 608 S. Carolina Avenue, Spencer, NC
H. Rowan County BeeKeeper Grant
I. Bi-Weekly Environmental Health Report
J. HOME - ARP [Request to Participate]
K. Declare Portion of Lots 19 and 22 Off Long Street As Surplus
L. Rejection of RFP 2022-007 for Cardiac Monitors
M. Permission to Release a Request for Information on Cardiac Monitors
N. Approval of Revised Procurement Policy
O. Lease Extension at 210 North Main Street for Department of Juvenile Justice
P. Z 08-21 [Okra Holdings, LLC] : Schedule Public Hearing for November 15, 2021
Q. Z 08-21 Suggested Hearing Procedures
R. Visitation Station for Families First
S. Approval of Contract with Carolina Siteworks for Roadway Project
T. Animal Shelter Driveway

2 Special Recognition

A. Approval of Proclamation and Recognition of Farm City Week November 15-19th

3 Public Comment Period

4 Consider SNIA 07-21: Race City Properties

5 Resolution Supporting Sanitary Sewer Connection Within County Conservation Easement Area

6 Fire Department Funding

7 Budget Amendments

8 Consider Approval of Board Appointments

9 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: https://relaync.com.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Carolyn Barger, Clerk to the Board
DATE:	October 21, 2021
SUBJECT:	Consider Approval of the Minutes: October 18, 2021

ATTACHMENTS:

Description	Upload Date	Type
October 18, 2021 Minutes	10/21/2021	Cover Memo

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce

Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8181 · Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS October 18, 2021 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Present: Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey, Member
Craig Pierce, Member
Judy Klusman, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director James Howden were also present.

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

There were no additions to the agenda.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda passed unanimously.

CONSIDER APPROVAL OF THE MINUTES

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the minutes of the October 4, 2021 and October 13, 2021 Commission Meetings passed unanimously.

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1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Klusman moved approval of the Consent Agenda. The motion was seconded by Commissioner Greene and passed unanimously.

The Consent Agenda consisted of the following:

A. Donation of Rock and Artifact Display Items to Rowan Museum
B. FY22 Transit 5310 Rural State Grant Agreement
C. 1st United Church of Christ Foundation Award
D. Ambulance Franchise
E. Kannapolis Debt
F. Permission to Submit Non-Matching Grant to Reimburse Red Wolf Expenses
G. Authorization to Purchase from H-GAC Cooperative Purchasing Program
H. Tax Refunds for Approval
I. Permission to Release RFQ for Engineering Services for Residential Plumbing
J. Approval for Task Order 2021-02 for Title V & EPA Gas Reporting with HDR Engineering
K. Approval for Task Order 2021-03 for General Services with HDR Engineering
L. Schedule Public Hearing for Multiple Road Names
M. Request for Approval for Body Camera Purchase for Bailiffs
N. Surplus Vehicles & Equipment
O. Bi-Weekly Environmental Health Report
P. Approval of Contract with ADW Architects for Needs Assessment Study, Programming and Master Planning for the Health Department

2. SPECIAL RECOGNITION

Commissioner Caskey noted the month of October was Clergy Appreciation Month and that he was grateful to Chaplain Hugh "Michael" Taylor, and his son, Chaplain Michael Paul Taylor, for providing the Invocations at Commission Meetings. Both men served as Chaplains for the Rowan County Sheriff's Department. Commissioner Caskey explained that the American Civil Liberties Union (ACLU) had sued the County (in 2013) because Commissioners were providing the Invocations at the Board of Commissioners Meetings. Commissioner Caskey said as Chaplain for the Sheriff's Department Chaplain Taylor had been approved to provide the Invocations.

Commissioner Caskey said both Chaplains did a lot for the community and the Sheriff's Department. Commissioner Caskey described the country as angry, scared and divided right now and he said it meant a lot to the Commissioners to have Chaplains praying for them and for peace at their meetings.

Chairman Edds called both Chaplains forward and expressed appreciation for their prayers not only at meetings but at other times, as well. Chairman Edds said the Commissioners were thankful for both Chaplains and their dedication.

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The Board gathered with the Chaplains in front of the dais for a photo and then presented them with tokens of appreciation for their service.

Chairman Edds also noted that Commissioner Klusman was a Pastor and expressed appreciation for her, as well.

3. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one coming forward, Chairman Edds closed the Public Comment Period.

4. BINTI INTRODUCTION AND SOLE SOURCE REQUEST

Micah Ennis, Director of the Department of Social Services (DSS), reported that DSS was preparing to contract with Binti to provide a cloud-based software solution to foster home licensing applications.

Ms. Ennis introduced several staff members who were in attendance to answer any questions the Board might have during the presentation. Those in attendance were Joshua Stutts, Nadean Quarterman, Donna Beaver, Clarisa Sifford, Beverly Dupree, Tisha Warren and George Montgomery.

Ms. Ennis discussed what DSS hoped to achieve with the software as a sole source for this particular module pursuant to North Carolina General Statute § 143-129(e)(6). Ms. Ennis felt the software would help increase efficiency with foster home licensing. Ms. Ennis noted that staff from Binti were participating in the meeting remotely if the Board had any questions.

Ms. Sifford came forward to discuss foster home recruitment and Mr. Montgomery discussed licensing for foster care.

Ms. Ennis said the ultimate goal was to return children to their families if they could be safely returned but there were situations when that could not occur. Ms. Ennis confirmed to Chairman Edds that folks will get a license to become a foster parent with no intention of adopting; however, Ms. Ennis said there were times foster parent(s) ended up falling in love with the children and adopting them. Ms. Ennis noted that 22 families had been licensed over the past 3 fiscal years and the average licensing timeframe was a little over 8 months. Ms. Ennis said DSS would like for the process to be faster and she felt the efficiency of Binti would help. Ms. Ennis noted those who had applied to become a foster parent would be able to log in to Binti and track their status.

In response to an inquiry from Commissioner Greene, Ms. Ennis explained that many children are placed with other relatives under kinship care. Ms. Ennis continued by describing how other children were placed in residential care settings and sometimes in residential care outside of Rowan County.

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At the request of Commissioner Klusman Ms. Ennis highlighted the conversations that were underway with Nazareth Child and Family Connection. Ms. Ennis said therapeutic services were provided, as well as residential services and she expressed hope that Nazareth would help fill in the gaps to help keep some of the kids in Rowan County.

Commissioner Klusman moved to adopt the Binti introduction and sole source request from DSS. The motion was seconded by Commissioner Pierce and passed unanimously.

5. FINANCIAL REPORTS

Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of September 2021 – $35,657,267
- Annual Cumulative Revenue Comparisons as of September 2022 - $60,970,620
- Annual Cumulative Current Year Property Tax Comparisons as of August 2022 - $52,696,594

6. BUDGET AMENDMENTS

Finance Director James Howden presented the following budget amendments for the Board's consideration:

- Health Department – To move funding due to program change. $0
- Finance – Budget Trust, Fines, and Forfeiture and Tax Funds revenue and expense accounts to be in compliance with GASB 84. $39,250,000

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Greene and passed unanimously.

7. DECEMBER 2021 MEETING SCHEDULE

Chairman Edds said the Board typically canceled the second regularly scheduled meeting in the month of December when possible. Chairman Edds asked the Commissioners their preferences for holding two (2) meetings in December.

Commissioner Pierce moved to cancel the December 20, 2021 Commission Meeting. The motion was seconded by Commissioner Greene and carried unanimously.

8. CLOSED SESSION

Chairman Edds moved at 6:25 p.m. for the Board enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on August 2, 2021 and August 16, 2021; *and* in accordance with North Carolina General Statute § 143-318.11(a)(3) for Attorney-Client Privileged Communication to discuss matters relating to insurance coverage, risk

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liability and cost-sharing with the State for Health Sanitarian Claims. The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Greene moved the Board return to Open Session at 6:33 p.m. The motion was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds moved to approve in substantial form the draft Settlement Agreement and Release from County Attorney Jay Dees for the Marsh issue in the amount of $7,675. Commissioner Pierce seconded and the motion passed unanimously.

9. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 6:36 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Alyssa Harris, Public Health Director
DATE:	October 18, 2021
SUBJECT:	Memo to BOC - Finance Reconciliation for NC DHHS

County Finance, through normal reconciliation procedures, discovered an error of $5.049.05 between the expense and revenue accounts for AA 543. This lead to an overpayment of NC DHHS to RCHD. The request is to refund the money to NC DHHS for the overpayment.

ATTACHMENTS:

Description	Upload Date	Type
Memo to BOC - Finance Oct 2021	10/18/2021	Backup Material

Alyssa Harris, MPH
Interim Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991

ROWAN COUNTY PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

Rowan County Health Department
1811 East Innes Street – Salisbury, NC 28146-6030

October 14, 2021

Memo

From: Alyssa Harris, Public Health Director

To: Board of Commissioners

County Finance through normal reconciliation procedures found an error of $5,049.05 between the expense and revenue accounts for Agreement Addendum 543 COVID ELC Enhancing funding. This error was due to a miscalculation of the reported expenditures for the month of January 2021 by the former RCPH finance manager. The reported expenditure amount of $29,782.47 was $5,049.05 more than actual expenditure amount of $24,733.42 causing an overpayment. The requested refund is to refund NCDHHS for this overpayment.

Kind Regards,

Alyssa Harris, Public Health Director

ROWAN CO TH DEPARTMENT
FUND

Payee:	Sam Radel			Vendor:	7002
Address:	1931 Mail Service Center			Date:	10/13/2021
City:	Raleigh			Requesting Dept:	Health
State,Zip	NC		27699-1931	Requesting Employee:	Karla Aldridge

	Account Number	Amount
Reimbursement of overpayment for AA543 SFY2021 for February Aid to County	1155110-561005-20019	$5,049.05
reporting.		
	Total:	$5,049.05

*Travel Advance	

*YOU **MUST** COMPLETE THE FOLLOWING INFORMATION TO RECEIVE A TRAVEL ADVANCE				
COURSE TITLE:			OVERNIGHT ACCOMODATIONS:	Est Cost:
COURSE DATES:	From:	To:	MEALS:	Est Cost:
COURSE LOCATION:	City:	State:	OTHER:	Est Cost:

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

Karla Aldridge
Finance Director or Authorized Signature

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Scott Shelton, Vice President, Rowan EDC
DATE:	October 19, 2021
SUBJECT:	Request for Public Hearing for 'Project Bishop'

The Rowan EDC requests that the Board of Commissioners schedule a public hearing for November 15th to consider an incentive request from ‘Project Bishop.’

The company is considering Rowan County for a new facility.

If our community were chosen, the project would create 1,000 jobs over the next four years. and invest approximately $400 million in new construction and equipment.

ATTACHMENTS:

Description	Upload Date	Type
Request for Public Hearing	10/19/2021	Cover Memo

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
Be an original.

Date: October 19, 2021
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentives for 'Project Bishop'*

Dear Chairman Edds,

With cautious optimism, I respectfully request that the Board of Commissioners schedule a public hearing for November 15th to consider an incentive request from 'Project Bishop.' The company is considering Rowan County for a new facility. If our community were chosen, the project would create 1,000 jobs over the next four years. While these numbers are preliminary, the company estimates that it will also invest approximately $400 million in new construction and equipment.

I look forward to providing you detailed information regarding this request and this project in the coming weeks. Please do not hesitate to contact me with any questions you may have and thank you for considering this matter.

Yours truly,

Scott Shelton

Scott Shelton
Vice President

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Don Bringle
DATE: 11/1/2021
SUBJECT: Lower Parking Lot Event Approval at WEP

Request to rent parking area at West End Plaza. Details attached.

ATTACHMENTS:

Description	Upload Date	Type
WEP Event Center Parking Lot Agreement	10/20/2021	Cover Memo

West End Plaza Event Center Parking Lot

This Contract is made and entered into this 7th day of this month OCT in the year 20 21 ("Effective Date") between Rowan County, North Carolina ('County") and Mark Fisher memorial car show ("Lessee").

Name of Lessee: Clifton R Miller Date Of Birth:

Driver License and State Phone 704-313-1500

Cell: 704-313-1500

Email: rusty@jenningsinsurance.com

Address: 503 Faith Rd Salisbury NC 28146

Alternate Contact Person Name: Mark Jennings Phone: 704-637-7733

Total Amount Due: $ -0-

Total Deposit Required $

Balance Due 10 Business days before event $ -0-

Whereas, the County and the Lessee wish to enter into a contract under which the County shall provide the Lessee use of the West End Plaza Parking Lot, located at 1935 Jake Alexander Blvd. West, Salisbury, NC 28147 beginning at the date and time stated above.

Now, THERFORE, in consideration of the mutual covenants, promises, terms, conditions, and Contracts herein, the County and the Lessee agree as follows:

A. County. The County agrees to provide the Lessee the use of the West End Plaza Parking area.

B. LESSEE. LESSEE agrees that they have received, read and understand the West End Plaza Parking Lot Rental Policy and agree to comply with the policy._____Initials

Rental Date: MAY 7 MAY 28 20 22 2022 Event Time: 9am-3pm 9am-3pm Clean Up Time immediately after by 5

- LESSEE must have facility cleaned and vacated one(1) hour after event ending time.
- Event must end one (1) hour before dusk. No lighting equipment allowed.

- LESSEE is responsible to inform event planners, bands, caterers of the closing dates and times.
- Estimated number of people attending: 2,000.
- LESSEE is responsible for set up and clean up.
- There will be no alcoholic beverages allowed.
- The LESSEE is responsible for scheduling security through the Rowan County Sheriffs office.
- The LESSEE is responsible for the renting of Porta Johns and scheduling the delivery, pick up, and location.
- The LESSEE is responsible for trash receptacles and for disposing of trash.
- Noise must be kept at a minimum and the West End Plaza Manager has the right to ask for music etc. to be turned down at any time.
- The Lessee is responsible for cordoning off the perimeters for the event.
- The LESSEE will not drive stakes in the asphalt. If using tents they will need to be anchored with water or cement barrels. Lessee or rental company must have adequate anchors to assure the stability of tent in case of high winds.

C. Insurance. For the term of this Contract, the Lessee shall maintain at its sole expense the liability insurance in the amount of $1,000,000 (General liability coverage for bodily injury and property damage claims, including contractual and personal injury liability coverage.) Umbrella or excess liability insurance may be used to meet limit of liability requirements. All policies required herein shell name Rowan County/West End Plaza as Additional Insured, and certificates of coverage must be presented to Rowan County for approval at least 10 (ten) days prior of event. A copy must be provided to the County at least 10 days before event.

D. Miscellaneous:

CRW Initials: Lessee understands and agrees to the following rules:

1. Any party that request a Change of date other than the original rental date in the contract will be subject to a $50.00 change fee, provided that new date requested is available. This request must be made prior to the rental balance due date. This fee will be taken for the "Refundable Damage Deposit".
2. The COUNTY shall not return the refundable damage deposit if LESSEE exceeds specified time frame. (There will be no exceptions)
3. The Facilities Management Director has the right to refuse the use of the facility if he or she deems the program objectionable..
4. Electrical wiring and provisions: under no circumstances shall any reserving party make any structural or electrical alterations to the facilities. No special wiring shall be permitted which exceeds the established voltage. Do not tamper/open any electrical outlets or fuse boxes.
5. The LESSEE shall comply with the rules and regulations of the COUNTY. In the event that the LESSEE shall violate any of the regulations, this contract shall automatically end and the LESSEE shall leave the area immediately.
6. The LESSEE gives up any and all claims for payment for any and all losses or damages sustained by any unforeseen occurrence and shall render the fulfillment of this contract by the COUNTY impossible. The COUNTY shall not be held liable or responsible to the LESSEE for any damages/lost items that may occur.
7. The COUNTY assumes no responsibility whatsoever, for any property placed on/in the facility/property. COUNTY is hereby released and removed from any and all responsibilities for any loss, injury or damages to person(s) or property that may be sustained by reason of the occupancy of facility/Property under this contract.
8. The LESSEE shall not hold the COUNTY responsible for any claim(s) of injury to person (s) or property arising out of or in connection with the use of the facility by the LESSEE. This Contract to hold the LESSOR without blame shall include reimbursement to the COUNTY for all reasonable costs arising out of the above stated claim(s).

E. Indemnity: The LESSEE agrees that it shall defend, indemnify, and hold harmless the COUNTY and its officials, employees, and agents from and against any and all losses, liabilities, claims

,demands, suits, cost, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Contract and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The LESSEE's obligations under this section shall survive termination of this Contract.

F. Termination. Termination is defined in the this contract

G. Governing Law and Forum for Disputes. This Contract shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Contract and/or the Services must be filed in Rowan COUNTY, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

H. Severance. If any part of this Contract is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Contract will remain in full force and effect.

I. Compliance With Laws. The LESSEE acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Contract in full compliance with all applicable federal, state, and local laws and regulations.

J. NON-ASSIGNMENT. The LESSEE may not assign its rights or obligations under this Contract, nor may it subcontract any part of this Contract, without written approval from the COUNTY.

IN TESTIMONY WHEREOF, the COUNTY and the LESSEE have executed this WEST END PLAZA PARKING LOT RENTAL CONTRACT to be in force the day and year first written above.

BY:_____(the county)

BY: Heather R. Mullen (the LESSEE)

DATE: 10-7 2021

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Shane Stewart
DATE: October 22, 2021
SUBJECT: Schedule Public Hearing for TA 02-21: Tom Turpin, for November 15, 2021

Planning staff received a text amendment request from Tom Turpin to amend section 21-34(c)(2)(a) of the Zoning Ordinance pertaining to the allowed uses in the 85-ED-2 Zoning District. The Zoning Ordinance uses the Standard Industrial Classification (SIC) Manual as a means of identifying and categorizing uses by trade sector and organizing into a list of permitted and special uses allowed by zoning district. Currently, Motor freight transportation and warehousing (SIC 42), Wholesale trade – durable goods (SIC 50), and Wholesale trade – non-durable goods (SIC 51) are subject to the issuance of a special use permit. This request would shift these three (3) groups to permitted by right in the 85-ED-2 zoning district.

Planning staff took the liberty of including some minor ordinance amendments to consider along with the requested change.

These amendments should not be controversial or require much of the Board's time. The applicant inquired of the chairman the possibility of scheduling this required for the 15th rather than Dec. 6th due to a related economic development project.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/22/2021	Exhibit
Application	10/22/2021	Exhibit

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: October 22, 2021
RE: **Text Amendment (TA 02-21)**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Schedule Public Hearing for **TA 02-21** for November 15, 2021

REQUEST

Planning staff received a text amendment request from Tom Turpin to amend section 21-34(c)(2)(a) of the Zoning Ordinance pertaining to the allowed uses in the 85-ED-2 Zoning District. The Zoning Ordinance uses the Standard Industrial Classification (SIC) Manual as a means of identifying and categorizing uses by trade sector and organizing into a list of permitted and special uses allowed by zoning district. Currently, Motor freight transportation and warehousing (SIC 42), Wholesale trade – durable goods (SIC 50), and Wholesale trade – non-durable goods (SIC 51) are subject to the issuance of a special use permit. This request would shift these three (3) groups to permitted by right in the 85-ED-2 zoning district.

PLANNING STAFF REQUST

Planning staff took the liberty of including some minor ordinance amendments to consider along with the requested change.

Existing text proposed for deletion appear ~~highlighted with strikethroughs~~ while new text appear as **bold red text.**

Chapter 14: NOISE

Sec. 14-12. - Permits to exceed.

(d) *Permit fee*. All applications for a permit to exceed shall be accompanied by a ~~twenty-five dollar ($25.00)~~ processing fee **as established by the board of commissioners**. This fee shall be nonrefundable except in cases of administrative error.

Chapter 21: ZONING ORDINANCE

Article III. Site Plans, Special Requirements, Rural Home Occupations, Special Use Permits, Conditional Zoning Districts, and Special Requirements in the NB district.
Sec. 21-51. Purpose.
Sec. 21-52. Site plan required.
Sec. 21-53. Permitted uses with special requirements **and rural home occupations (RHOs)**.
Sec. 21-54. ~~Maximum building size and setback requirements for certain uses listed as SR in the Rural Agricultural District~~. **Reserved**
Article XII. Administration and Hearing Requirements
Sec. 21-311. Board of commissioners.
Sec. 21-312. Planning board.
Sec. 21-313. Board of adjustment (BOA).
Sec. 21-314. Planning department.
Sec. 21-315. Hearing procedures for zoning map and text amendments, **high density and** special use permits**,** ~~and~~ variances**,** and **appeals** ~~interpretations~~.
Sec. 21-316. Exceptions for mailed notice requirements for large-scale rezoning.
Sec. 21-317. High Density development permit application.
Secs. 21-318--21-330. Reserved
Article XIII. Appeals~~,~~ **and** Variances**.** ~~and Interpretations~~
Sec. 21-331. Appeals.
Sec. 21-332. Variances.
Sec. 21-333. Recordation of variances and conditions.
Sec. 21-334. ~~Interpretations~~ **Reserved**.
Sec. 21-335. Variance from watershed overlay.
Sec. 21-336. Judicial review of BOA decisions.
Secs. 21-337--21-360. Reserved.

Sec. 21-11. Permit choice, vested rights, and site-specific vesting plans.

Pursuant to G.S. 143-755, 160D-108, and 160D-108.1, provisions to secure a permit choice, vested right, or site-specific vesting plan shall be as follows:

(c) *Site-specific vesting plans*.

(1) Site-specific vesting plan. In accordance with G.S. 160D-108.1, a site-specific vesting plan means a plan submitted pursuant to this subsection describing with reasonable certainty the type and intensity of use for a specific parcel(s). The plan may be any one or more of the following plans or approvals: a planned development subdivision, a subdivision plat, a site plan, a special use permit, or a conditional zoning district ~~in accordance with section 21-281(2)~~.

Sec. 21-34. Economic development districts established for I-85.

(c) The district are labeled as 85-ED 1 through 4. "85" represents the relationship to I-85. "ED" represents the economic development designation for the sites.

(2) *85-ED-2.* In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the 85-ED-1 district then the 85-ED-2 district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

a. Certain industries shall be allowed as permitted uses with standards provided to protect adjacent neighborhoods. Other heavy industries and distribution and wholesale operations may be allowed as special uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Printing and publishing (SIC 27).

Drugs (SIC 283)

Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)

Rubber and miscellaneous plastics products (SIC 30).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Motor freight transportation and warehousing (SIC 42), except.

Dead storage of manufactured homes

Automobile dead storage (SIC 4226 pt.)

Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire (SIC 4226 pt.)

Non-Residential and Roof Mounted Solar Energy Systems (SIC 491 (pt)) subject to the size and locational restrictions of 21-56(6)c.

Service industries group:

Engineering and management services (SIC 87).

Wholesale trade group:

Wholesale trade--durable goods (SIC 50), except.

Motor vehicle parts, used (outdoor) [SIC 5015]

Scrap and waste materials (SIC 5093)

Wholesale trade--nondurable goods (SIC 51), except.

Livestock (wholesale) [SIC 5154]

Chemicals and allied products (SIC 516)

Petroleum and petroleum products (SIC 517)

b. The following are allowed with the issuance of a special use permit:

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Plastic materials, synthetic resins, etc. (SIC 282).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

~~Motor freight transportation and warehousing (SIC 42).~~

Transportation services (SIC 47).

Communications and telecommunication towers (SIC 48 (pt)).

~~*Wholesale trade group:*~~

~~Wholesale trade--durable goods (SIC 50).~~

~~Wholesale trade--nondurable goods (SIC 51).~~

Services group:

Racing, including track operation (SIC 7948).

Sec. 21-53. Permitted uses with special requirements and rural home occupations (RHOs).

Uses listed as SR (Special Requirements) in section 21-113, except those in the NB zoning district, which are subject to section 21-65, shall comply with the pertinent regulations listed in the following subsections. Site plan approval by the zoning administrator shall be required unless expressly provided otherwise prior to issuance of a zoning permit and such approval shall be given if all requirements herein are met. The plan shall become part of the building permit.

(1) Rural Home Occupations [RHO].

a. Purpose and Intent. Rowan County recognizes the important role RHOs offer

residents and the community in creating business opportunities to fulfill or supplement the resident's employment needs. Standards are established herein to protect adjoining properties from potential adverse impacts associated with these uses.

b. Development Standards. All proposed operations are subject to general standards identified in sections 21-~~54 through~~ 55, applicable specific standards in section 21-56, and other pertinent requirements of this chapter.

c. Combination Use. In addition to the principal residential use, development of a RHO may constitute a second principal use whose occupancy classification is subject to the North Carolina Building Code for non-residential use as determined by the Rowan County Inspections Department.

d. Change in Operation. RHOs permitted to comply with the provisions of section 21-55(2)~~b~~ shall be classified as non-conforming if a change in association between the residence and business operator occurs. As such, applicants should consider potential investment in the development of land and / or structures for RHOs and the inherent future limitations should the use become non-conforming. Many RHO locations would not adhere to the purpose and intent or land use recommendations for rezoning to a non-residential district.

(2) *Specific criteria for uses listed as SR.* The SR standards required in Section 21-~~54 &~~ 55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower (SIC 48 (pt)); and uses listed as SR in non-residential districts.

Sec. 21-54. ~~Maximum building size and setback requirements for RHOs.~~ Reserved

~~Building size and setbacks for certain uses listed as "SR" in Section 21-113 shall be as provided in this section.~~

~~(1) *Building size.* The maximum allowable building size for uses listed in section 21-113 as "SR" in the RA and RR districts shall not exceed ten (10) percent of the gross acreage of the lot, excluding right-of-way with a maximum of 12,000 sq. ft. in the RA district and 2,000 sq.ft. in the RR district. Existing accessory structures for personal use not associated with uses permitted in this section must be considered within the maximum allowable building size for the property listed in section 21-285.~~

~~(2) *Building Setbacks.* Maximum square footage and related setback requirements shall be as specified below.~~

~~*Building Square Footage*~~	~~*Setback, Front (in feet)*~~	~~*Setback, Side, Side Street and Rear Yards (in feet)*~~
~~0–2,000~~	~~30~~	~~20~~
~~2,001–4,000~~	~~40~~	~~30~~
~~4,001–8,000~~	~~50~~	~~40~~
~~8,001–12,000~~	~~60~~	~~50~~

~~Existing structures proposed for use as a rural home occupation that do not comply with~~

~~these setbacks shall not be precluded from such use if all other requirements are met.~~

Sec. 21-55. General criteria for RHO uses listed as SR in Section 21-113.

Uses listed as SR in article III shall comply with the following criteria, as applicable:

(1) *Site plan.* A site plan shall be provided showing the existing lot and all existing and proposed buildings.

(2) *Residency*. The RHO business must be on or adjacent to the primary residence of the business owner / operator consistent with subsection (3) and located in either the RA or RR district.

~~(2) *Location.* The RHO must be located on property which meets the following criteria:~~

~~a. The property must have at least thirty-five (35) feet of state road frontage. Properties that do not meet the requisite road frontage requirement are limited to a maximum building size of 2,000 sq. ft. and must comply with all other applicable standards herein.~~

~~b. The business must be on or adjacent to the primary residence of the business owner / operator but nonetheless shall be located on a lot containing required road frontage in subsection (a).~~

(3) *Building size*. The aggregate or maximum square footage for a building(s) used as a RHO is based on the type of road frontage; lot acreage, excluding right of way; and zoning district, subject to:

a. Location on a parcel containing at least thirty-five (35) feet of state road frontage.

1. 10% of the lot size with a maximum of 12,000 sq.ft. in the RA district.

2. 10% of the lot size with a maximum of 2,000 sq.ft. in the RR district.

b. Location on a parcel not meeting road frontage standard of 21-55 (3)(a).

1. 10% of the lot size with a maximum of 2,000 sq.ft. in the RA and RR districts.

Existing accessory structures for personal use not associated with uses permitted in this section must be considered within the maximum allowable building size for the property listed in section 21-285.

(4) *Building Setbacks.* Setback requirements shall be as specified below.

Building Square Footage	*Setback, Front (in feet)*	*Setback, Side, Side Street and Rear Yards (in feet)*
0--2,000	30	20
2,001--4,000	40	30
4,001--8,000	50	40
8,001--12,000	60	50

Existing structures proposed for use as a rural home occupation that do not comply with these setbacks shall not be prevented from such use if all other requirements are met.

~~(3)~~ **(5)** *Lighting.* The lighting shall be shielded to prevent light and glare spillover to adjacent residentially developed properties.

~~(4)~~ **(6)** *Square footage.* The maximum square footage allowed for a use shall include all buildings used for retail sales of any type on that property.

~~(5)~~ **(7)** *Parking.* Parking shall be provided off-street subject to article VII for that use.

~~(6)~~ **(8)** *Signage.* Signage shall be as prescribed in article VIII for the underlying district.

~~(7)~~ **(9)** *Noise.* Noise shall not exceed the levels prescribed in the county noise ordinance for residential districts.

~~(8)~~ **(10)** *Outdoor storage.* All outside storage areas including dumpsters shall be:

a. Sited to the rear of the building;

b. Not within the required setbacks.

c. Outdoor storage shall be screened as provided in article IX for that use.

~~(9)~~ **(11)** *Smoke, odors and dust.* The use will not create any smoke, odors, or dust at a level discernible at any of its lot lines.

~~(10)~~ **(12)** *Required licenses and permits.* The applicant shall provide a copy of all required licenses and permits prior to issuance of a zoning permit.

~~(11)~~ **(13)** *Handling waste and other by-products.* A description shall be provided of the method of collecting, handling, disposal and storage of all wastes, by-products, scraps, etc. which meets all applicable federal, state and local regulations and all other requirements of this chapter.

~~(12)~~ **(14)** *Activities.* Manufacturing activities are confined to the building.

~~(13)~~ **(15)** *Outdoor display.* Outdoor display shall be limited to two thousand five hundred (2,500) square feet unless otherwise provided.

~~(14)~~ **(16)** *Screening*. Any structures and operational areas used for the business must be screened in accordance with Article IX. This requirement does not apply to a residence(s) on the same parcel or an adjacent parcel if in the

same ownership as the land on which the RHO is located or is owned by an immediate family member as defined by this ordinance.

Sec. 21-241. Noise.

(b) *Applicability.* Regardless of zoning district, all existing uses in the mining and manufacturing division of the Standard Industrial Classification (SIC) and those seeking special use **or conditional district** approval in the transportation, communications, electric, gas, sanitary services, Services, and unclassified divisions of section 21-113, the table of uses, shall be subject to the decibel based standards of this section.

Sec. 21-315. Hearing procedures for zoning map and text amendments, high density and special use permits, variances, and appeals~~, and interpretations~~.

(1) Public notice. The following notice requirements shall apply to legislative, courtesy, and quasi-judicial hearings required by this chapter as indicated below except as provided in section 21-316 and otherwise indicated herein:

b. Mailed notice. In addition to the newspaper notice required above, the administrator shall provide mailed notice to the owner(s)~~,~~ **and** applicant~~,~~ of the subject property(s) and all property owners according to the county tax listings within one hundred (100) feet of the parcel(s) **or proposed rezoning boundary** ~~subject to the proposed action~~ for the above referenced requests except only mailed notice to the applicant of a text amendment. For the purposes of this section, the distance encompassed by a street, railroad, or other transportation corridor is not included within the one hundred (100) foot distance for adjacent properties. The notice must be deposited in the mail at least ten (10) days but not more than twenty-five (25) days prior to the hearing date. If, in the discretion of the administrator, the potential impact of the proposed action or the configuration of land parcels in the area warrants notification of additional property owners beyond this distance, such notice shall be provided.

(4) *Conduct of hearing.*

d. *Written citizen comments.* If a resident or property owner in the county submits a written statement regarding a proposed amendment, modification, or repeal to a zoning regulation authorized by G.S. 160D, Article 7 to the clerk to the **respective** board ~~of commissioners~~ at least two (2) business days prior to the proposed vote on such change, the clerk shall deliver the statement to the board. If the proposed change is the subject of a quasi-judicial proceeding, the clerk to the respective board shall provide only the names and addresses of the individuals providing written comment, which shall not disqualify any board member from voting.

(7) *Action.* Once a legislative or courtesy hearing is closed, the appropriate decision-making body shall take some form of action during the same meeting. Such action may include continuing the hearing to a later meeting. In cases where the planning board is authorized to make a recommendation, the board shall follow action procedures of Article XIV.

In quasi-judicial decisions, the board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the chair or other duly authorized member of the board and is effective upon filing with the **clerk to the respective board** ~~Planning Department~~.

ARTICLE XIII. APPEALS~~,~~ AND VARIANCES. ~~AND INTERPRETATIONS~~

Sec. 21-331. Appeals.

Appeals of orders or decisions of the zoning administrator shall be conducted as follows:

(1) *Notice of appeal.* Any person who has standing under G.S. 160D-1402 (c) or the county may appeal any order or decision of any administrator of this chapter to the board of adjustment (BOA). An appeal is initiated by filing a written notice of appeal with the clerk to the Board of Adjustment, which specifies the grounds for the appeal. The clerk shall note the date and time of receipt of the appeal. **The BOA shall hear all appeals within a reasonable time except as referenced in subsection (3).**

(3) *Stay of action.* An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from and accrual of any fines assessed during the pendency of the appeal to the BOA and any subsequent appeal in accordance with G.S. 160D-1402 or during the pendency of any civil proceeding authorized by law or appeals therefrom, unless the administrator who made the decision certifies to the BOA after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the development regulation. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the BOA shall meet to hear the appeal within fifteen (15) days after such a request is filed. ~~The BOA shall hear and decide all other appeals with a reasonable time.~~ Notwithstanding the foregoing, appeals of decisions granting a development approval or otherwise affirming that a proposed use of property is consistent with the development regulation shall not stay the further review of an application for development approvals to use such property; in these situations the appellant or county may request and the BOA may grant a stay of a final decision of development approval applications affected by the issue being appealed.

Sec. 21-332. Variances.

Requests for a variance from the requirements of this chapter shall be in accordance with the following criteria:

(1) *Application for variance.* An application for a variance shall be submitted to the BOA by filing a copy of the application with the administrator in the planning department. Hearings for such applications shall be in conformance with the

applicable provisions of Article XII. **The BOA shall hear variance requests within a reasonable time.**

Sec. 21-362. Map amendments (rezoning).

(o) *Statute of limitation*. An action challenging the validity of a zoning map amendment adopted pursuant to this subsection shall be brought within ~~one (1) year~~ **sixty (60) days** of adoption.

PROCEDURES

The Board of Commissioners must develop a statement of consistency regarding the proposed zoning ordinance amendment describing whether its action is consistent with any adopted comprehensive plans [sec. 21-362 (j)]. Planning Board recommended statement will be available at the hearing.

STAFF COMMENTS

Section 21-34 (c)(2) of the Zoning Ordinance provides a brief location description of the 85-ED-2 district and identifies "the primary additions to this district are distribution and wholesale operations". Staff is of the opinion, with the exclusions noted therein, the transition from special use to by right is reasonable.

The remaining changes can be categorized as clarifications and oversight stemming from previous amendments.

Rowan County Department of Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # ZTA 02-21
Date Filed 9/27/21
Received By SAS
Amount Paid $ 300.00
Office Use Only

ZONING TEXT AMENDMENT APPLICATION

APPLICANT INFORMATION

Name: Tom Turpin

Signature: Thomas Turpin

Phone: 801.824.0321 Email: tturpin@intercon1.com

Address: 635 Billy Mitchell Road, Salt Lake City, UT 84116

AGENT INFORMATION:

Name: Pete Bogle, AIA - Bogle Firm Architecture, PLLC

Signature: Digitally signed by Pete Bogle Date: 2021.09.25 09:16:38 -04'00'

Phone: 704.213.4553 Email: pete@boglefirm.com

Address: 110 N. Main Street, Suite 200, Salisbury, NC 28144

SECTION(S) 21-34(c)(2)(a)

DESCRIPTION OF REQUESTED CHANGE:

Add the following uses to 21-34(c)(2)(a) permitted uses:
SIC-42, SIC-50, & SIC-51
These uses are currently listed in 21-34(c)(2)(b) "special use permit"

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Planning Board Courtesy Hearing: 10/25/21 3. Planning Board Action: Approved _____ Denied _____ 4. Board of Commissioners Public Hearing: ___/___/___ 5. Dates Advertised: 1st ___/___/___ 2nd ___/___/___
6. BOC Action: Approved _____ Denied _____ 7. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Tonya Parnell, Tax Collector
DATE: October 22, 2021
SUBJECT: Fiscal Yr 2021 Year End

ATTACHMENTS:

Description	Upload Date	Type
Fiscal Yr 2021 Year End	10/28/2021	Cover Memo

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce

Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8180 · Fax 704-216-8195

RESOLUTION APPROVING THE TAX ADMINISTRATOR'S ANNUAL SETTLEMENT

FISCAL YEAR: 2021 - 2022
TAX YEAR: 2020 AND PRIOR YEARS

BE IT RESOLVED by the Board of County Commissioners of Rowan County that the following documents attached hereto are received and approved, consisting of the following:

(1) Tax Collector's Cumulative Collections Tax Report

(2) Tax Collector's Collections Summary

(3) Tax Collector's Real and Personal Property Tax Report

(4) Tax Collector's Utility Tax Report

(5) Tax Collector's Vehicle Tax Report

(6) Tax Collector's Table of Insolvents (2010)

Adopted this 1st day of November, 2021.

_____
Gregory C. Edds, Chairman
Board of Commissioners

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Rowan County Tax Collector's Office

402 North Main Street, Suite 101, Salisbury, NC 28144-4392
Phone: 704-216-8544 • Fax: 704-216-7983 • www.rowancountync.gov

To: Rowan County Commissioners

From: Tonya Parnell
Tax Collector

Date: October 14, 2021

Statement of reason: Reporting is late due to software issues.

Tax Settlement Statement Fiscal Year 2021

According to General Statute 105-373, the Tax Collector is required to report to the Governing Body an annual tax settlement statement after July 1 of each year. The enclosed tax settlement statement reflects taxes collected and outstanding for the stated fiscal year. Moreover, 2018 and prior year taxes collected and outstanding are listed on enclosed reports TXP100 and TXP156, respectively. The 2020 tax collections are reported on the Tyler reports enclosed. All other tax information is securely stored on the Rowan County server as required by the North Carolina Department of Cultural Resources.

The Tax Collector is asking the Governing Body to approve outstanding taxes for the fiscal year 2011 as insolvent. The ten-year statue of limitations prevents the Tax Collector from using remedies to collect 2010 taxes. A disclosure of the outstanding 2010 tax is represented on the enclosed TXF 156. A summary of the 2010 tax is below for your review. The Tax Collector has used due diligence in trying to collect all outstanding taxes.

YEAR	REAL/BUSINESS/UTILITIES	VEHICLE	TOTAL
2010	105,570.01	34,469.28	140,039.29

Thank you,

Tonya Parnell

DATE 10/13/21
TIME 11:21:00

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2020 Thru 6/30/2021 Report Group- 100

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
2020	1,713.16	1,713.16	1.0000		
2019	120,800.20	114,164.40	.9450	6,635.80	.0549
2018	61,462,553.90	60,935,717.56	.9914	526,836.34	.0085
2017	60,818,673.98	60,412,159.44	.9933	406,514.54	.0066
2016	60,347,884.99	60,070,042.93	.9953	277,842.06	.0046
2015	59,707,130.10	59,513,041.54	.9967	194,088.56	.0032
2014	58,157,769.36	58,007,202.30	.9974	150,567.06	.0025
2013	55,503,092.83	55,377,568.15	.9977	125,524.68	.0022
2012	55,661,413.49	55,577,832.13	.9984	83,581.36	.0015
2011	55,477,655.90	55,414,047.27	.9988	63,608.63	.0011
2010	55,864,803.12	55,812,518.53	.9990	52,284.59	.0009
2009	55,563,823.06	55,527,132.00	.9993	36,691.06	.0006

*Levy Added During the Current Month

DATE 10/13/21
TIME 11:22:32

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2020 Thru 6/30/2021 Report Group- 101

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
2019	38,935.98	30,280.75	.7777	8,655.23	.2222
2018	8,518,417.87	8,459,761.26	.9931	58,656.61	.0068
2017	8,738,688.81	8,688,436.50	.9942	50,252.31	.0057
2016	8,451,923.22	8,428,805.79	.9972	23,117.43	.0027
2015	8,006,375.44	7,988,996.22	.9978	17,379.22	.0021
2014	7,740,505.41	7,727,817.50	.9983	12,687.91	.0016
2013	7,475,614.70	7,462,938.94	.9983	12,675.76	.0016
2012	7,215,708.26	7,204,403.18	.9984	11,305.08	.0015
2011	7,629,111.64	7,614,924.70	.9981	14,186.94	.0018
2010	6,943,274.26	6,889,988.84	.9923	53,285.42	.0076
2009	7,446,798.71	7,384,943.61	.9916	61,855.10	.0083
2008	7,442,697.88	7,394,349.13	.9935	48,348.75	.0064

*Levy Added During the Current Month

DATE 10/13/21
TIME 11:23:21

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2020 Thru 6/30/2021 Report Group- 200

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
2016	336.09	336.09	1.0000		
2015	207.50	207.50	1.0000		
2014	163,032.48	162,497.81	.9967	534.67	.0032
2013	4,060,791.01	4,034,473.73	.9935	26,317.28	.0064
2012	6,045,011.99	5,995,947.44	.9918	49,064.55	.0081
2011	5,851,714.46	5,810,641.15	.9929	41,073.31	.0070
2010	5,350,011.34	5,313,542.06	.9931	36,469.28	.0068
2009	5,503,260.08	5,457,581.41	.9916	45,678.67	.0083
2008	6,000,576.25	5,948,878.35	.9913	51,697.90	.0086
2007	6,313,742.55	6,263,582.56	.9920	50,159.99	.0079
2006	6,371,285.19	6,327,113.17	.9930	44,172.02	.0069
2005	6,773,232.83	6,773,234.88	1.0000	2.05-	

*Levy Added During the Current Month

ORIGINAL LEVY TX149

	Auth	Original Property	Late List Penalty	Pet Fees	Car Fees	Total Org Levy	Discovery	Non-Discovery	Abtmnts	Releases	Utilities	LLP Utilities	Utilities Disc/Abts	Net Levy
2020	100	77,677,643.97	112,819.77	20,540.00	-	77,811,003.74	166,407.82	-	-	(92,203.69)	5,299,874.74	21.77	(244.38)	83,184,860.00
2020	101	20,409,190.48	43,196.00	181.00	5,420.00	20,457,987.48	95,278.93	-	-	(41,687.21)	577,315.22	5.31	-	21,088,899.73
2020	103	1,406,647.97	976.22	27.00	-	1,407,651.19	58.04	-	-	(599.29)	75,447.12	-	(78.20)	1,482,478.86
2020	104	762,096.72	579.18	-	-	762,675.90	-	-	-	(0.89)	24,443.92	5.31	-	787,124.24
2020	105	604,804.24	116.06	-	-	604,920.30	1.40	-	-	(9.65)	12,018.46	-	-	616,930.51
2020	106	1,678,100.49	965.54	-	-	1,679,066.03	358.20	-	-	(499.69)	77,318.86	0.57	-	1,756,243.97
2020	107	1,492,532.46	635.24	-	1,260.00	1,494,427.70	761.13	-	-	(8,200.67)	28,206.09	1.24	-	1,515,195.49
2020	108	267,733.23	180.90	-	-	267,914.13	-	-	-	(389.94)	4,812.68	-	-	272,336.87
2020	109	800,282.93	910.08	-	-	801,193.01	3.61	-	-	(207.02)	20,243.56	-	-	821,233.16
2020	110	929,581.22	363.93	-	-	929,945.15	150.71	-	-	(1,224.16)	15,979.21	-	-	944,850.91
2020	111	217,673.43	186.98	-	-	217,860.41	275.54	-	-	(92.68)	8,942.57	-	-	226,985.84
2020	112	459,142.54	1,365.05	-	-	460,507.59	773.03	-	-	(361.54)	19,097.02	0.52	-	480,016.62
2020	113	516,761.25	547.11	-	-	517,308.36	286.82	-	-	(169.47)	15,335.28	-	-	532,760.99
2020	114	102,902.88	160.29	-	-	103,063.17	36.83	-	-	(40.61)	3,083.37	-	-	106,142.76
2020	115	238,709.96	211.73	-	-	238,921.69	388.80	-	-	(101.09)	299,646.10	-	-	538,855.50
2020	116	121,663.95	141.98	-	-	121,805.93	46.81	-	-	(35.64)	4,386.09	-	-	126,203.19
2020	117	74,295.24	75.18	-	-	74,370.42	442.97	-	-	(0.16)	1,707.03	0.23	-	76,520.49
2020	118	120,189.98	69.51	-	-	120,259.49	216.08	-	-	(17.18)	15,190.90	-	-	135,649.29
2020	119	236,275.06	151.93	-	-	236,426.99	309.48	-	-	(75.64)	17,685.57	-	-	254,346.40
2020	121	3,059,746.68	3,236.63	-	2,430.00	3,065,413.31	2,217.26	-	-	(2,706.66)	89,625.41	1.47	(50.06)	3,154,500.73
2020	123	446,950.03	1,366.99	-	-	448,317.02	585.17	-	-	(1,725.41)	16,720.14	-	-	463,896.92
2020	124	480,434.07	1,107.97	-	-	481,542.04	1,283.34	-	-	(658.18)	13,212.86	0.24	-	495,380.30
2020	125	667,693.59	642.32	-	-	668,335.91	636.04	-	-	(634.33)	31,746.90	-	(14.51)	700,070.01
2020	126	813,496.03	1,032.18	-	-	814,528.21	773.33	-	-	(466.52)	39,186.84	-	-	854,021.86
2020	127	216,431.57	241.77	-	-	216,673.34	98.06	-	-	(115.04)	4,692.62	-	-	221,348.98
2020	128	101,587.53	96.16	-	-	101,683.69	13.76	-	-	(68.95)	4,601.64	-	-	106,230.14
2020	129	316,885.02	89.92	-	-	316,974.94	539.76	-	-	(8.47)	9,510.35	-	-	327,016.58
2020	130	97,972.69	146.05	-	-	98,118.74	60.97	-	-	(39.86)	5,195.33	-	-	103,335.18
2020	131	133,891.58	280.79	-	20.00	134,192.37	121.55	-	-	(240.70)	1,338.13	-	-	135,411.35
2020	134	30,516.10	52.27	-	-	30,568.37	113.62	-	-	(27.53)	1,825.42	-	-	32,479.88
2020	135	6,794.41	3.34	-	-	6,797.75	30.50	-	-	-	378.38	-	-	7,206.63
2020	136	3,794.09	9.80	-	-	3,803.89	21.60	-	-	(1.58)	218.99	-	-	4,042.90
2020	137	17,726.45	12.85	-	-	17,739.30	-	-	-	-	7.21	-	-	17,746.51
2020	138	25,106.95	28.70	-	-	25,135.65	-	-	-	(16.47)	269.03	-	-	25,388.21
2020	139	247,590.31	225.70	-	-	247,816.01	476.92	-	-	(84.62)	19,107.66	-	(0.08)	267,315.89
2020	150	-	-	-	-	-	-	-	-	-	-	-	-	-
sum		114,782,845.10	172,226.12	20,748.00	9,130.00	114,984,949.22	272,768.08	-	-	(152,710.54)	6,758,370.70	36.66	(387.23)	121,863,026.89

2020 COLLECTIONS TX149

	Auth	Property Collections	LLP Collections	Pet Fees Collections	Car Fees Collections	Utilities Collections	Collections	Total Collections	Discounts	Writeoff	Total Collections	Outstanding Levy	Col Pct
2020	100	(75,176,535.28)	(109,873.78)	(19,042.27)	-	(5,294,428.58)	(80,599,879.91)	(80,599,879.91)	(712,845.09)	(9,515.98)	(81,322,240.98)	1,862,619.02	97
2020	101	(19,839,451.20)	(49,018.43)	(166.00)	(4,337.92)	(577,273.56)	(20,470,247.11)	(20,470,247.11)	(176,275.60)	(166.92)	(20,646,689.63)	442,210.10	97.3
2020	103	(1,363,857.71)	(3,687.18)	(22.00)	-	(71,218.52)	(1,438,785.41)	(1,438,785.41)	(13,367.69)	(13.51)	(1,452,166.61)	30,312.25	97
2020	104	(714,335.25)	(396.03)	-	-	(24,447.63)	(739,178.91)	(739,178.91)	(7,190.78)	(5.37)	(746,375.06)	40,749.18	93.9
2020	105	(591,865.87)	(47.62)	-	-	(12,015.82)	(603,929.31)	(603,929.31)	(6,501.55)	(5.31)	(610,436.17)	6,494.34	97.9
2020	106	(1,629,028.98)	(535.01)	-	-	(77,273.30)	(1,706,837.29)	(1,706,837.29)	(13,210.35)	(25.95)	(1,720,073.59)	36,170.38	97.2
2020	107	(1,426,129.73)	(370.32)	-	(1,011.01)	(28,113.74)	(1,455,624.80)	(1,455,624.80)	(14,134.30)	(16.82)	(1,469,775.92)	45,419.57	95.6
2020	108	(257,508.88)	(80.46)	-	-	(4,809.09)	(262,398.43)	(262,398.43)	(2,542.06)	(3.78)	(264,944.27)	7,392.60	96.2
2020	109	(779,693.57)	(768.12)	-	-	(20,079.00)	(800,540.69)	(800,540.69)	(7,205.38)	(17.92)	(807,763.99)	13,469.17	97.5
2020	110	(905,949.36)	(254.43)	-	-	(15,961.56)	(922,165.35)	(922,165.35)	(9,127.63)	(15.84)	(931,308.82)	13,542.09	97.5
2020	111	(208,750.77)	(134.57)	-	-	(8,937.85)	(217,823.19)	(217,823.19)	(1,843.99)	(56.21)	(219,723.39)	7,262.45	96
2020	112	(450,321.25)	(1,302.06)	-	-	(19,096.97)	(470,720.28)	(470,720.28)	(4,771.00)	(40.25)	(475,531.53)	4,485.09	98.2
2020	113	(497,638.87)	(533.27)	-	-	(15,309.12)	(513,481.26)	(513,481.26)	(5,097.52)	(151.85)	(518,730.63)	14,030.36	96.4
2020	114	(100,239.03)	(118.22)	-	-	(3,083.25)	(103,440.50)	(103,440.50)	(909.99)	(16.46)	(104,366.95)	1,775.81	97.5
2020	115	(229,745.04)	(170.02)	-	-	(299,646.02)	(529,561.08)	(529,561.08)	(2,070.03)	(27.69)	(531,658.80)	7,196.70	98.3
2020	116	(117,450.15)	(119.02)	-	-	(4,385.51)	(121,954.68)	(121,954.68)	(1,188.01)	(30.22)	(123,172.91)	3,030.28	96.6
2020	117	(72,122.34)	(99.20)	-	-	(1,706.21)	(73,927.75)	(73,927.75)	(656.92)	(20.26)	(74,604.93)	1,915.56	97.2
2020	118	(115,467.45)	(49.39)	-	-	(15,190.90)	(130,707.74)	(130,707.74)	(1,014.32)	(27.74)	(131,749.80)	3,899.49	96.5
2020	119	(228,191.20)	(99.40)	-	-	(17,685.57)	(245,976.17)	(245,976.17)	(2,166.56)	(56.12)	(248,198.85)	6,147.55	96.8
2020	121	(2,932,760.82)	(2,294.73)	-	(1,704.40)	(89,525.63)	(3,026,285.58)	(3,026,285.58)	(25,556.21)	(41.20)	(3,051,882.99)	102,617.74	95.9
2020	123	(431,103.44)	(1,241.47)	-	-	(16,719.16)	(449,064.07)	(449,064.07)	(4,301.07)	(31.07)	(453,396.21)	10,500.71	96.6
2020	124	(465,777.02)	(1,023.80)	-	-	(13,204.44)	(480,005.26)	(480,005.26)	(4,016.87)	(95.00)	(484,117.13)	11,263.17	97
2020	125	(638,443.24)	(465.33)	-	-	(31,719.83)	(670,628.40)	(670,628.40)	(6,017.87)	(169.52)	(676,815.79)	23,254.22	95.8
2020	126	(789,709.97)	(750.02)	-	-	(39,182.61)	(829,642.60)	(829,642.60)	(8,302.07)	(161.81)	(838,106.48)	15,915.38	97.2
2020	127	(209,631.71)	(184.08)	-	-	(4,692.58)	(214,508.37)	(214,508.37)	(1,872.53)	(52.02)	(216,432.92)	4,916.06	96.9
2020	128	(97,659.15)	(73.90)	-	-	(4,599.05)	(102,332.10)	(102,332.10)	(875.37)	(17.01)	(103,224.48)	3,005.66	96.3
2020	129	(310,681.27)	(133.49)	-	-	(9,510.27)	(320,325.03)	(320,325.03)	(4,065.09)	(27.58)	(324,417.70)	2,598.88	98.1
2020	130	(92,879.02)	(127.87)	-	-	(5,195.28)	(98,202.17)	(98,202.17)	(716.28)	(24.30)	(98,942.75)	4,392.43	95.1
2020	131	(129,607.32)	(343.57)	-	-	(1,333.12)	(131,284.01)	(131,284.01)	(792.88)	(3.85)	(132,080.74)	3,330.61	96.9
2020	134	(29,822.35)	(49.30)	-	-	(1,825.40)	(31,697.05)	(31,697.05)	(245.68)	(8.21)	(31,950.94)	528.94	97.9
2020	135	(6,491.52)	(2.72)	-	-	(378.38)	(6,872.62)	(6,872.62)	(57.88)	(2.13)	(6,932.63)	274.00	95.8
2020	136	(3,762.82)	(8.03)	-	-	(217.07)	(3,987.92)	(3,987.92)	(35.68)	(3.95)	(4,027.55)	15.35	99.1
2020	137	(17,305.03)	(9.95)	-	-	(7.21)	(17,322.19)	(17,322.19)	(72.61)	(4.43)	(17,399.23)	347.28	97.6
2020	138	(23,589.57)	(26.01)	-	-	(269.01)	(23,884.59)	(23,884.59)	(220.52)	(5.40)	(24,110.51)	1,277.70	94
2020	139	(240,885.12)	(177.45)	-	-	(19,105.95)	(260,168.52)	(260,168.52)	(2,085.25)	(48.52)	(262,302.29)	5,013.60	97.5
2020	150	-	-	-	-	-	-	-	-	-	-	-	-
sum		(111,124,391.30)	(174,568.25)	(19,230.27)	(7,053.33)	(6,748,147.19)	(118,073,390.34)	(118,073,390.34)	(1,041,352.63)	(10,910.20)	(119,125,653.17)	2,737,373.72	

ADDITIONAL REVENUE TX149

	Auth	Refund Recovery	Interest Collections	Liens Collections	BW Fees Collections	Misc Fees Collections	Tolerance Over	Tolerance Short	Total Addl Revenue	Total Revenue	Prepayments	Refunds
2020	100	-9,898.95	-175,357.63	-	-6,585.00	-5,505.00	(10.30)	7.78	-197,349.10	-80,797,229.01	267,779.51	-1,052,904.96
2020	101	-	-40,062.16	-8,518.81	-	-	-	-	-48,580.97	-20,518,828.08	-	-
2020	103	-	-2,982.78	-3,047.00	-	-	-	-	-6,029.78	-1,444,815.19	-	-
2020	104	-	-2,089.18	-	-	-	-	-	-2,089.18	-741,268.09	-	-
2020	105	-	-589.05	-220	-	-	-	-	-809.05	-604,738.36	-	-
2020	106	-	-3,043.37	-4,079.23	-	-	-	-	-7,122.60	-1,713,959.89	-	-
2020	107	-	-3,743.68	-	-	-	-	-	-3,743.68	-1,459,368.48	-	-
2020	108	-	-597.43	-	-	-	-	-	-597.43	-262,995.86	-	-
2020	109	-	-1,361.43	-	-	-	-	-	-1,361.43	-801,902.12	-	-
2020	110	-	-1,808.06	-188	-	-	-	-	-1,996.06	-924,161.41	-	-
2020	111	-	-630.57	-	-	-	-	-	-630.57	-218,453.76	-	-
2020	112	-	-720.73	-	-	-	-	-	-720.73	-471,441.01	-	-
2020	113	-	-1,166.06	-	-	-	-	-	-1,166.06	-514,647.32	-	-
2020	114	-	-250.82	-	-	-	-	-	-250.82	-103,691.32	-	-
2020	115	-	-638.85	-	-	-	-	-	-638.85	-530,199.93	-	-
2020	116	-	-257.65	-	-	-	-	-	-257.65	-122,212.33	-	-
2020	117	-	-186.75	-	-	-	-	-	-186.75	-74,114.50	-	-
2020	118	-	-481.19	-	-	-	-	-	-481.19	-131,188.93	-	-
2020	119	-	-560.12	-	-	-	-	-	-560.12	-246,536.29	-	-
2020	121	-	-10,424.96	-3,160.26	-	-	-	-	-13,585.22	-3,039,870.80	-	-
2020	123	-	-1,007.73	-	-	-	-	-	-1,007.73	-450,071.80	-	-
2020	124	-	-1,317.36	-	-	-	-	-	-1,317.36	-481,322.62	-	-
2020	125	-	-1,754.87	-	-	-	-	-	-1,754.87	-672,383.27	-	-
2020	126	-	-1,661.37	-	-	-	-	-	-1,661.37	-831,303.97	-	-
2020	127	-	-525.1	-	-	-	-	-	-525.1	-215,033.47	-	-
2020	128	-	-297.45	-	-	-	-	-	-297.45	-102,629.55	-	-
2020	129	-	-354.22	-	-	-	-	-	-354.22	-320,679.25	-	-
2020	130	-	-346.55	-	-	-	-	-	-346.55	-98,548.72	-	-
2020	131	-	-623.67	-	-	-	-	-	-623.67	-131,907.68	-	-
2020	134	-	-62.36	-	-	-	-	-	-62.36	-31,759.41	-	-
2020	135	-	-4.57	-	-	-	-	-	-4.57	-6,877.19	-	-
2020	136	-	-4.25	-	-	-	-	-	-4.25	-3,992.17	-	-
2020	137	-	-70.73	-	-	-	-	-	-70.73	-17,392.92	-	-
2020	138	-	-94.04	-	-	-	-	-	-94.04	-23,978.63	-	-
2020	139	-	-573.53	-	-	-	-	-	-573.53	-260,742.05	-	-
2020	150	-	-	-	-	-	-	-	-	-	-	-
sum		-9,898.95	-255,650.27	-19,213.30	-6,585.00	-5,505.00	(10.30)	7.78	-296,855.04	-118,370,245.38	267,779.51	-1,052,904.96

ROWAN COUNTY
TAX COLLECTIONS
TAX SETTLEMENT STATEMENT
FY 2020 - 2021 TAX YR 2020
JULY 1, 2020 - JUNE 30, 2021
ALL DISTRICTS/ALL COLLECTIONS
Totals based on Tyler repot TX149 AS OF 10-7-2021 (SEE ATTACHED)

TOTAL VALUE ASSESSED	24,269,050,079	*Per Tax Scroll 8/30/2021*		*# OF BILLS*	*201,954*
EXEMPT VALUE	348,851,528				
LEVY ASSESSED FOR COLL	23,920,198,551				
RATE					
	Per Tax Scroll 8/30/2021				
	LEVY	PAYMENTS	OUTSTANDING	% COLLECTED	
ORIGINAL TAX LEVY	114,782,845.10	111,124,391.30	3,658,453.80		
ORIGINAL PET FEE	20,748.00	19,230.27	1,517.73		
ORIGINAL LATE LIST	172,226.12	174,568.25	(2,342.13)		
ORIGINAL CAR FEE	9,130.00	7,053.33	2,076.67		
TOTAL ORGINIAL LEVY	114,984,949.22	111,325,243.15	3,659,706.07		
4.95 & UNDER WRITE OFF	(10,910.20)				
	114,974,039.02				
UTILITY	6,758,370.70				
UTILITY LLP	36.66				
UTILITY ABATMENT	(387.23)				
NET UTILITY	6,758,020.13	6,748,147.19	9,872.94		
	121,732,059.15	118,073,390.34			
DISCOVERY	272,768.08				
ABATEMENTS	(152,710.54)				
NET LEVY (Writeoff is included)	121,852,116.69				
DISCOUNT		1,041,352.63			
TOTAL TAX TO COLL AS OF 6/30/2021	121,852,116.69	119,114,742.97	2,737,373.72		
		Does not incl write off			
			-		
			-		
UNKNOWN	(4,608.14)				
Payments toward Levy	121,847,508.55	119,114,742.97	2,732,765.58	97.76%	
		Distribution of Money			
Levy		119,114,742.97			
Discount		(1,041,352.63)			
		118,073,390.34			
ADDITIONAL REVENUE					
MISC FEES		5,505.00			
BEER & WINE		6,585.00			
INTEREST		255,650.27			
TOLERANCE OVER		10.30			
TOLERANCE SHORT		(7.78)			
Refund Recovery		9,898.95			
LIENS		19,213.30			
TOTAL ADDITIONAL REVENUE		296,855.04			
TOTAL CURRENT YEAR MONEY COLLECTED		118,370,245.38			
REFUNDS		1,052,822.47			
PENDING REFUND		82.49			
TOTAL REFUND		1,052,904.96			
TOTAL CURRENT YEAR MONEY		119,423,150.34			
TOTAL DAILY DEPOSITS		121,889,711.71			
Total Current Year Money		(119,423,150.34)			
2021 PREPAYS APPLIED IN JULY OF 2021		(267,779.51)			
2021 PAYMENTS 1-1-21 TO 6-30-2021		(14,057.99)			
PRIOR YR MONEY		2,184,723.87			

PRIOR YEAR MONEY COLLECTED			
TYLER PRIOR YR 2019 & DISCOVERY	TOTAL COLLECTION	NET COLLECTION	
		2,184,723.87	
REPORT TX155		(2,184,806.36)	
	DIFFERENCE	(82.49)	PENDING REFUND

AS400 (2018 & PRIOR)	TOTAL COLLECTION	REFUNDS	NET COLLECTION		
	1,282,375.56	49,382.11	1,232,993.45		

FY 2020-2021
TYLER COLLECTION SUMMARY

DATE	TAX COLLECTED	PREPAY	BEER WINE	TOTAL CASH-CHECKS	OVER	SHORT	BANK DEPOSIT	RET CHECKS	COLLECTED LESS RET CKS	2019-2020 CKS PREV SENT TO BANK	OSG	LOCKBOX	OFFICIAL PAYMENTS	MORTGAGE AUTOAGENT DSO	TOTAL COLLECTIONS	ADJUST	TOL	SUMMARY TOTAL	REFUNDS	RECOUP REFUNDS	PENDING REFUNDS	REFUNDS MAILED
JULY	3,840,785.61	87,072.48		3,927,858.09			3,927,858.09	(52.08)	3,927,806.01	118,348.49	134,729.77	83,730.99	1,612.93	253,095.55	4,519,323.74	(963.95)	(13.97)	4,518,345.82	31,590.73	-	(8.25)	31,582.48
AUG	16,146,574.22	520.62		16,147,094.84	51.94	(5.00)	16,147,141.78	(3,537.36)	16,143,557.48	234.24	1,225,735.09	22,052,534.48	3,461.36	24,633,127.82	64,078,650.47	(574.96)	677.40	64,078,752.91	340,494.02	-	(9.78)	340,484.24
SEPT	3,487,073.33	2,985.08		3,490,058.41			3,490,058.41	(30,125.49)	3,459,932.92		331,615.87	3,279,277.77	166.17	30,876.48	7,101,869.21		(50.82)	7,101,818.39	135,559.80	88.47	109.78	135,669.58
OCT	1,735,762.61	1,438.47	50.00	1,737,251.08			1,737,251.08	(100.15)	1,737,150.93		367,932.69	1,463,287.62	125.87		3,568,497.11	500.00	1.74	3,568,998.85	58,445.88	-	5.48	58,451.36
NOV	1,573,953.53	1,454.86		1,575,408.39			1,575,800.51	(252.05)	1,575,548.46		348,729.12	1,889,518.56	30.76		3,813,826.90		7.71	3,813,834.61	35,797.55	-	0.01	35,797.56
DEC	6,469,458.72	628.00		6,470,086.72	9.00	(20.00)	6,470,075.72	(3,593.08)	6,466,493.64		1,303,828.27	6,695,591.99	443.21		14,666,357.11		(3.22)	14,666,353.89	199,319.83	-	(0.55)	199,319.28
JAN	9,707,253.70	19,809.93		9,727,063.63			9,727,063.63	(12,929.45)	9,714,434.18		1,745,949.72	5,536,474.53	2,267.25		16,999,125.68	405.00	(10.90)	16,999,519.78	96,401.69	-	(11.19)	96,390.50
FEB	1,132,955.41	10,346.26		1,143,301.67	20.00	(20.00)	1,143,301.67	(10,335.10)	1,132,966.57		769,740.16	887,897.81	205.39		2,790,809.93	(7,810.28)	(68.64)	2,782,931.01	60,975.72	-	8.56	60,984.28
MAR	1,093,446.50	22,413.93		1,115,860.43	-	-	1,115,860.43	(5,760.44)	1,110,099.99		659,864.01	301,986.61	1,673.46		2,073,624.07		0.85	2,073,624.92	22,081.26	2,963.63	(2,692.39)	19,388.87
APR	716,737.47	37,650.65		754,388.12			754,388.12	(1,792.77)	752,595.35		317,088.41	84,526.03	664.25		1,154,874.04	(2,333.08)	8.30	1,152,549.26	15,580.82	2,452.62	2,471.40	18,052.22
MAY	336,791.06	23,985.66		362,776.72			362,776.72	(14,089.40)	348,687.32		175,108.16	35,576.61	465.00	12,160.39	571,997.48		10.07	572,007.55	34,984.19	7,357.86	211.85	35,196.04
JUNE	289,527.88	59,473.57		349,001.45			349,001.45	(2,452.62)	346,548.83		162,454.95	40,687.34	300.00	11,665.64	561,656.76	(682.04)		560,974.72	21,590.98	-	(2.43)	21,588.55
TOTAL	46,532,320.04	267,779.51	50.00	46,800,149.55		(45.00)	46,800,577.61	(84,719.99)		118,582.73	7,542,776.22	42,551,090.34	11,415.65	24,960,925.88		(10,420.40)	558.52		1,052,822.47	12,862.58	82.49	1,052,904.96
									46,715,821.68				SUMMARY TOTAL		121,900,812.50			121,889,711.71				

TYLER REFUNDS	1,052,822.47
PENDING REFUNDS	82.49
REFUNDS MAILED	1,052,904.96

ROWAN COUNTY
DISTRIBUTION TO AUTHORITY 2020
DATE RANGE 07/01/2020 TO 06/30/2021

Auth	Description	Amount	Amount	Amount
100	ROWAN COUNTY			
	Original Property Levy			77,677,643.97
	Original Late List Penalty			112,819.77
	Original Pet Fees			20,540.00
	Total Original Levy			77,811,003.74
	Original Utilities			5,299,874.74
	Original Utilities LLP			21.77
	2020 Adjustments	Adjustments 07/01/2020 to 06/30/2020	Adjustments 07/01/2020 to 06/30/2021	YTD Total
	Discovery	0.00	166,407.82	166,407.82
	Discovery (2)	0.00	128,857.12	128,857.12
	Abatements	0.00	0.00	0.00
	Releases	0.00	-92,203.69	-92,203.69
	Utilities Disc/Abts/Rels	0.00	-244.38	-244.38
	Net Levy			83,313,717.12
	Additional Levy			
	Liens	0.00	20,066.52	20,066.52
	Miscellaneous Fees	0.00	56,487.46	56,487.46
	2020 Distribution	Payments	Payments	YTD Total
	Property Tax Paid	0.00	-75,176,535.28	-75,176,535.28
	Pet Fees Paid	0.00	-19,042.27	-19,042.27
	Late List Penalty Paid	0.00	-112,775.25	-112,775.25
	Discounts			-712,845.09
	Writeoff (<$5.00)			-9,515.98
	Utilities Paid	0.00	-5,294,428.58	-5,294,428.58
	Total Levy Paid This Period	0.00	-80,602,781.38	-81,325,142.45
	Discovery (2)	0.00	-9,279.48	-9,279.48
	Refund Recovery	0.00	-9,898.95	-9,898.95
	Interest Paid	0.00	-175,357.63	-175,357.63
	BW Fees Paid	0.00	-6,585.00	-6,585.00
	Misc Fees Paid	0.00	-5,505.00	-5,505.00
	Prior Year Bills Paid	0.00	-1,284,257.49	-1,284,257.49
	Prior Year Pet Fees	0.00	-305.00	-305.00
	Prior Year Late List Paid	0.00	-4,811.53	-4,811.53
	Prior Year Refund Recovery	0.00	-3,646.90	-3,646.90
	Prior Year Interest Paid	0.00	-149,809.88	-149,809.88
	Prior Year Liens Paid	0.00	-9,184.07	-9,184.07
	Prior Year B/W Fees Paid	0.00	-1,000.00	-1,000.00
	Prior Year Misc Fees Paid	0.00	-17,939.97	-17,939.97
	Total Collected This Period	0.00	-82,280,362.28	-83,002,723.35
	Less: Late List Penalty Paid	0.00	-117,586.78	-117,586.78
	Total Payment To Authority	0.00	-82,162,775.50	-82,889,948.10
	Total Collected YTD Towards Net Levy (For Year 2020)			-81,531,768.51
	Outstanding Levy			1,988,574.67
	Collection Percentage			97.90
	2020 Tolerance Adjustment	0.00	-2.52	-2.52

Date	User	Source	Type	Code	Batch #	Current Total	Prior Period	YTD Total
	TOTAL	PRE-PAYMENTS				267,779.51	0.00	267,779.51
	TOTAL	APPLIED PRE-PAYMENTS				246,656.59	0.00	246,656.59
	TOTAL	COLLECTIONS				121,621,932.20	0.00	121,621,932.20
	TOTAL	DEPOSITS				121,889,711.71	0.00	121,889,711.71
	TOTAL	REFUNDS PAID				-1,052,904.96	0.00	-1,052,904.96
	TOTAL	PENDING REFUNDS				82.49	0.00	82.49
	TOTAL	REF RECOVERY (memo)				12,862.58		
	TOTAL	PAYMENTS APPLIED				-120,569,109.73	0.00	-120,569,109.73
	SUB-TOTAL	PAYMENTS 2020				-118,384,303.37		-118,384,303.37
	SUB-TOTAL	PAYMENTS 2019				-2,125,631.85		-2,125,631.85
	SUB-TOTAL	PAYMENTS 2018				-35,268.66		-35,268.66
	SUB-TOTAL	PAYMENTS 2017				-23,905.79		-23,905.79
	SUB-TOTAL	PAYMENTS 2016				-0.06		-0.06
	BALANCE					0.00	0.00	0.00
	SUB-TOTAL	Tolerance 2019				0.98	0.00	0.98
	SUB-TOTAL	Tolerance 2020				-2.52	0.00	-2.52
	TOTAL	Tolerance Adjustment				-1.54	0.00	-1.54

AS400 YTD

FY 2020-2021
AS400 COLLECTION SUMMARY

DATE	TAX COLLECTED	TOTAL CASH-CHECKS	OVER	SHORT	BANK DEPOSIT	RET CHECKS	COLLECTED LESS RET CKS	CREDIT CARDS	OFFICIAL PAYMENTS	DEBT SET OFF	ACH	ADJUST	REFUND ADJ	SUMMARY TOTAL	REFUNDS	LATE LIST PENALTY
JULY	113,546.29	113,546.29			113,546.29		113,546.29	3,672.74	5,897.47	3,514.64	4,393.74			131,024.88	370.16	704.34
AUG	59,066.99	59,066.99			59,066.99		59,066.99	605.57	4,529.05	265.57				64,467.18	120.62	135.47
SEPT	86,171.41	86,171.41			86,171.41	(383.01)	85,788.40	2,238.31	9,402.69	534.02				97,963.42	1,568.01	110.10
OCT	100,515.62	100,515.62			100,515.62		100,515.62	694.37	2,870.07	508.45		(500.00)		104,088.51	43,532.57	100.68
NOV	104,148.42	104,148.42			104,148.42		104,148.42		5,621.40	264.08				110,033.90	78.84	573.11
DEC	99,117.53	99,117.53	200.00	(110.00)	99,207.53		99,117.53		8,139.13					107,256.66	52.14	170.26
JAN	99,095.87	99,095.87			99,095.87		99,095.87		6,737.89			(405.00)		105,428.76	57.66	8,550.84
FEB	64,553.95	64,553.95			64,553.95		64,553.95		4,405.89	818.27		6,854.97		76,633.08	1,403.04	124.23
MAR	69,664.67	69,664.67	16.00		69,680.67		69,664.67		11,826.26	12,814.33				94,305.26	538.18	278.49
APR	103,509.69	103,509.69			103,509.69		103,509.69		11,893.52	3,905.78			3.30	119,312.29	314.77	147.07
MAY	137,054.98	137,054.98			137,054.98		137,054.98		5,345.36	2,134.80				144,535.14	861.77	1,719.26
JUNE	114,960.52	114,960.52			114,960.52		114,960.52		8,361.77	3,910.10	94.09			127,326.48	484.35	374.94
TOTAL	**1,151,405.94**	**1,151,405.94**	**216.00**	**(110.00)**	**1,151,511.94**	**(383.01)**	**1,151,022.93**	**7,210.99**	**85,030.50**	**28,670.04**	**4,487.83**	**5,949.97**	**3.30**		**49,382.11**	**12,988.79**
									SUMMARY TOTAL					1,282,375.56		

REGULAR REF 49,382.11

ROWAN COUNTY					
TAX COLLECTIONS					
TAX SETTLEMENT STATEMENT					
FY 2020 - 2021 TAX YR 2020					
JULY 1, 2020 - JUNE 30, 2021					
ROWAN COUNTY ONLY					
Totals based on Tyler repot TX149 & 152 as of					
TOTAL VALUE ASSESSED	11,987,116,703	*Per Tax Scroll 9/17/2020*		***# OF BILLS***	***100,429***
EXEMPT VALUE	173,068,777				
LEVY ASSESSED FOR COLL	11,814,047,926				
RATE	65.75%			***5.00 PET FEE***	
	Per Tax Scroll 9/17/2020				
	LEVY	**PAYMENTS**	**OUTSTANDING**	% COLLECTED	
ORIGINAL TAX LEVY	77,677,643.97	75,176,535.28	2,501,108.69		
ORIGINAL PET	20,540.00	19,042.27	1,497.73		
ORIGINAL LATE LIST	112,819.77	109,873.78	2,945.99		
TOTAL ORGINIAL LEVY	77,811,003.74	75,305,451.33	2,505,552.41		
4.95 & UNDER WRITE OFF	(9,515.98)				
	77,801,487.76				
UTILITY	5,299,874.74				
UTILITY LLP	21.77				
UTILITY ABATMENT	(244.38)				
NET UTILITY	5,299,652.13	5,294,428.58	5,223.55		
	83,101,139.89				
DISCOVERY	166,407.82				
ABATEMENTS	(92,203.69)				
NET LEVY(Write off is included)	83,175,344.02		2,510,775.96		
DISCOUNT		712,845.09			
TOTAL TAX TO COLL AS OF 6/30/2021	83,175,344.02	81,312,725.00	1,862,619.02	**97.76%**	
		Does not include write off			
			-		
			-		
UNKNOWN	(3,016.62)				
	83,172,327.40	81,312,725.00	1,859,602.40	97.76%	
Distribution of Money					
Levy		81,312,725.00			
Disocunt		(712,845.09)			
		80,599,879.91			
ADDITIONAL REVENUE					
MISC FEES		5,505.00			
BEER & WINE		6,585.00			
INTEREST		175,357.63			
TOLERANCE OVER		10.30			
TOLERANCE SHORT		(7.78)			
Refund Recovery		9,898.95			
TOTAL ADDITIONAL REVENUE		197,349.10			
TOTAL CURRENT YEAR MONEY COLLECTED		80,797,229.01			
TOTAL (COUNTY) DAILY DEPOSIT		82,280,362.28			
TOTAL CURRENT YEAR MONEY		(80,797,229.01)			
2021 (County) pmts 1-1-21 to 6-30-21		(12,180.95)	***includes 2,901.47 LLP***		
PRIOR YR MONEY		1,470,952.32	1.49	Difference	
PRIOR YEAR MONEY COLLECTED	**2017**	**2018**	**2019**		
TYLER (See TX152)	17,289.37	27,291.84	1,426,372.60	1,470,953.81	
AS400 (See attached Reports)				829,388.79	

DATE 10/06/21
TIME 15:51:15
USER PARNELLT

ROWAN COUNTY, NC
SUMMARY LEVY COLLECTED REPORT

REPORT GROUP: 100

REVENUE UNIT: 100 ROWAN COUNTY

YEAR RANGE 0000 THRU 2018
REPORT GROUP CODE ***
DEPOSIT DATE RANGE 7/01/2020 THRU 6/30/2021
INCLUDE COLLECTORS FEES = Y

YEAR	TAXES	LATE LIST	ASSESSMENTS	DISCOUNTS	SUBTOTAL	COLLECTORS CHGS	INTEREST	OVER/SHORT	TOTAL
2007	553.96				553.96	52.47	533.44		1,139.87
2008	764.35				764.35	692.05	862.14		2,318.54
2009	1,189.56				1,189.56	16.00	1,032.34		2,237.90
2010	6,830.62	6.96			6,837.58	112.79	6,448.14		13,398.51
2011	10,458.08	13.12	30.00		10,501.20	375.42	8,065.88		18,942.50
2012	14,247.88	13.73			14,261.61	229.81	9,270.40		23,761.82
2013	20,562.10	12.73	5.00		20,579.83	344.85	13,097.98		34,022.66
2014	34,258.46	58.39			34,316.85	601.51	13,058.85	.70-	47,976.51
2015	44,379.62	82.24		80.38	44,542.24	1,155.10	22,006.93	2.48-	67,701.79
2016	95,826.18	9,654.82		80.45	105,561.45	1,979.49	24,957.85	.73-	132,498.06
2017	134,834.58	814.42	10.00	80.44	135,739.44	5,120.25	30,749.25	4.33-	171,604.61
2018	251,171.05	799.77	5.00	80.44	252,056.26	4,465.86	45,498.48	18.86-	302,001.74
TOTAL	615,076.44	11,456.18	50.00	321.71	626,904.33	15,145.60	175,581.68	27.10-	817,604.51

ROWAN COUNTY, NC
SUMMARY LEVY COLLECTED REPORT

REPORT GROUP: 200

REVENUE UNIT: 100 ROWAN COUNTY

YEAR RANGE 0000 THRU 2018
REPORT GROUP CODE ***
DEPOSIT DATE RANGE 7/01/2020 THRU 6/30/2021
INCLUDE COLLECTORS FEES = Y

YEAR	TAXES	LATE LIST	ASSESSMENTS	DISCOUNTS	SUBTOTAL	COLLECTORS CHGS	INTEREST	OVER/SHORT	TOTAL
2007	294.46				294.46	30.00	343.66	2.32-	665.80
2008	120.98				120.98	65.24	223.97	.55-	409.64
2009	342.59				342.59	16.02	413.86	1.02-	771.45
2010	655.12				655.12	139.73	460.81	.46-	1,255.20
2011	654.00				654.00	212.73	610.32	2.11-	1,474.94
2012	1,102.35				1,102.35	248.35	956.69	1.30-	2,306.09
2013	358.05				358.05	170.77	232.99	1.88-	759.93
TOTAL	3,527.55				3,527.55	882.84	3,242.30	9.64-	7,643.05

ROWAN COUNTY, NC
SUMMARY LEVY COLLECTED REPORT

REPORT GROUP: 125

REVENUE UNIT: 100 ROWAN COUNTY

YEAR RANGE 0000 THRU 2018
REPORT GROUP CODE ***
DEPOSIT DATE RANGE 7/01/2020 THRU 6/30/2021
INCLUDE COLLECTORS FEES = Y

YEAR	TAXES	LATE LIST	ASSESSMENTS	DISCOUNTS	SUBTOTAL	COLLECTORS CHGS	INTEREST	OVER/SHORT	TOTAL
2017	460.80				460.80	40.00	83.94	.52-	584.22
2018	1,947.46				1,947.46	1,230.90	384.93	6.28-	3,557.01
TOTAL	2,408.26				2,408.26	1,270.90	468.87	6.80-	4,141.23

ORDER OF THE BOARD OF COUNTY COMMISSIONERS IN ACCORDANCE WITH G.S. 105-321

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

Tonya Parnell
Rowan County Tax Collector

You are hereby authorized, empowered, and commanded to collect the 2021 and prior years taxes set forth in the tax records filed in the office of the Rowan County Tax Assessor, and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Rowan.

This order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this_____ day of _____, _____.

_____
Greg Edds
Chairman, Board of County Commissioners

Attest:

_____
Clerk to the Board of County Commissioners

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Aaron Poplin
DATE:	10/22/2021
SUBJECT:	Reschedule Public Hearing for Multiple Road Names

On October 18th the Board of Commissioners voted to schedule public hearings for four road naming items at the November 1st meeting. Public hearings for road names require notice in a paper of general circulation in the county at least ten(10) days prior to the public hearing. The Salisbury Post was unable to run the notice in time to meet this requirement. In order to make sure the notice requirements can be met staff asks the Board of Commissioners to reschedule the public hearings for the following road names to the **December 6th** meeting:

- Farmstead Ln.
- Hobby Farm Rd.
- Old Woodleaf Rd.
- Summers Dale Ln.

Reschedule the public hearings to the December 6th meeting.

ATTACHMENTS:

Description	Upload Date	Type
Memo	10/22/2021	Cover Memo

Rowan County Planning and Development Department
402 North Main Street • Salisbury, N.C. 28144-4341
Planning: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin
RE: Road Names
DATE: October 22, 2021

ROAD NAME CHANGE—MOVE PUBLIC HEARING

On October 18th the Board of Commissioners voted to schedule public hearings for four road naming items at the November 1st meeting. Public hearings for road names require notice in a paper of general circulation in the county at least ten(10) days prior to the public hearing. The Salisbury Post was unable to run the notice in time to meet this requirement. In order to make sure the notice requirements can be met staff asks the Board of Commissioners to reschedule the public hearings for the following road names to the **December 6th** meeting:

- Farmstead Ln.
- Hobby Farm Rd.
- Old Woodleaf Rd.
- Summers Dale Ln.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	County Attorney Jay Dees
DATE:	October 22, 2021
SUBJECT:	Accept Final Offer For Lot Located At 608 S. Carolina Avenue, Spencer, NC

Rowan County accepted an offer for a lot in Spencer NC that the County owns together with the Town of Spencer resulting from a tax foreclosure in 2007. The offer was $8,250.00 (45% to the Town of Spencer and 55% to Rowan County. Rowan County declared it surplus and accepted the offer subject to upset bids. At this point, no upset bids were received.

ACCEPT THE FINAL OFFERED PRICE OF $4,537.50, less any costs of sale, for Rowan County's 55% interest in the lot located at 608 S Carolina Avenue, Spencer, NC, and authorize the Chair to sign the Deed, Lien Waiver and Settlement Statement.

ATTACHMENTS:

Description	Upload Date	Type
Lien Waiver	10/22/2021	Cover Memo
NC General Warranty Deed	10/22/2021	Cover Memo

OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)

PARTIES: All parties identified in this section must execute this Agreement.

Owner: ROWAN COUNTY
(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 608 S CAROLINA AVENUE, SPENCER, NC
(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- Improvement: All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- Labor, Services or Materials: ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- Contractor: Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- 120-Day Lien Period: The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- Owner: Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- Company: The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- Property: The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. Certifications: Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. Reliance and Indemnification: This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. NCLTA Copyright and Entire Agreement: This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective.
THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

_____

_____

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE

EXECUTION BY OWNER

_____ (SEAL) By: _____ Printed or Typed Name/Title: Gregory C. Edds, Chair By: _____ Printed or Typed Name/Title: _____	State of _____ County of _____ Signed and sworn to (or affirmed) before me this day by _____ _____ [insert name(s) of principal(s)]. Date: _____ _____, Notary Public My Commission Expires: _____	(Affix Official/Notarial Seal)

INSTRUCTIONS FOR COMPLETION OF

© North Carolina Land Title Association, March 2013

OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)

1. This Owner Affidavit and Indemnity Agreement (the "Agreement") form is for use with any title insurer (the "Company") regarding owner and lender coverage for transactions affecting title to particular real estate in North Carolina (the "Property"), a description of which must be included in this Agreement, where there have been no Improvements made to the Property within the 120-Day Lien Period (as defined).

2. The closing attorney must *notify underwriting counsel for the Company prior to closing* regarding any filed Claim of Lien on Real Property or Notice of Claim of Lien upon Funds, or any Notice of Claim of Lien upon Funds known by the attorney or Owner to have been delivered to the Owner, whether on the Property or on *any* property in the state of North Carolina, as this may affect the Company's decisions about whether to insure and on what basis.

At the very least, any ***filed*** **Claim of Lien on Real Property** must be paid in full and canceled of record. **Any *delivered or filed* Notice of Claim of Lien upon Funds** (by a subcontractor) must be paid in full and a waiver obtained from the subcontractor. The attorney must discuss any questions or issues regarding these with underwriting counsel for the Company prior to closing.

3. This form is appropriate for use in transactions wherein *no* recent Improvements have been made on the Property. If Labor, Services or Materials (including surveying, architectural, engineering services or rental equipment) for Improvements to the Property have been provided within the 120-Day Lien Period (as defined in the Agreement) (other than minor repairs to existing Improvements completed by Owner without the assistance of a Contractor or supplier, or with evidence of payment at or before closing of completed work), then either the

- NCLTA Form #2: OWNER/CONTRACTOR AFFIDAVIT, WAIVER OF LIENS AND INDEMNITY AGREEMENT (FOR CONSTRUCTION RECENTLY COMPLETED) or
- NCLTA Form #3: OWNER/CONTRACTOR AFFIDAVIT, INDEMNITY AND LIEN SUBORDINATION AGREEMENT (FOR CONSTRUCTION IN PROCESS OR IMMEDIATELY CONTEMPLATED WITH CONSTRUCTION LOAN) should be used.or
- NCLTA Form #5 (Owner) in conjunction with NCLTA Forms 6 and 7 (Potential Lien Claimants), as applicable, should be used.

Note, however, that in the situation in which vacant unimproved Property is to be conveyed and the *purchaser* has already retained Contractors, the *seller* may execute this form, and the purchaser would provide NCLTA Form #3 or NCLTA Form #5, as applicable as noted above, with regard to any potential combined purchase and construction loan.

4. **NOTE**: There may be transactions where no Improvements have been made within the 120-Day Lien Period but work under an executory contract with the Owner continues after closing. An "executory contract" is one under which certain obligations remain to be performed in the future. Such post-closing Improvements may give rise to lien rights in the Property. An example is a lot purchase transaction involving the developer in a subdivision where development or infrastructure work has temporarily stopped but could or would be restarted after the date of this affidavit. In this scenario the NCLTA Form #2 or NCLTA Form #3 should be used.

5. Any variances in execution of this form or in parties signing must be approved by underwriting counsel for the Company prior to closing.

© North Carolina Land Title Association, March 2013

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ Exempt NCGS 105-228.28

Parcel Identifier No.: 032-007__ Verified by _____ County on the ____ day of_____, 20_____
By:_____

Mail/Box to:_____

This instrument was prepared by: John W. Dees, II, Attorney at Law, 612 Mitchell Avenue, Salisbury, NC 28144

Brief description for the Index: 608 S Carolina Avenue, Spencer, NC 28144

THIS DEED made this __ day of _____, 2021, by and between

GRANTOR	GRANTEE
ROWAN COUNTY, NORTH CAROLINA **A body politic, Its 55% Interest** **130 West Innes Street** **Salisbury, NC 28144**	**ROSEMAN REAL ESTATE & CONSTRUCTION, LLC, a North Carolina limited liability company** **1302 Devonmere Place** **Salisbury, NC 28144**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Town of China Grove, China Grove Township, Rowan County, North Carolina and more particularly described as follows:

See attached Exhibit A

All or a portion of the property herein conveyed DOES NOT include the primary residence of a Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1105 page 298.

A map showing the above described property is recorded in Book of Maps at page _____.

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TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to any and all restrictions, easements and rights of way of record.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by the Mayor, attested to by its Clerk, its Town seal affixed, all by authority of its Board of Aldermen duly given, the day and year first above written.

ROWAN COUNTY, NC

By:_____
Its: Chair of the Board of Commissioners

ATTEST:

_____
Clerk to the Board

(seal)

State of North Carolina - County of Rowan

I, the undersigned Notary Public of the County and State aforesaid, certify that Carolyn Barger personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Rowan County, North Carolina, a body politic, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with the seal of the County and attested by her as the Clerk to the Board. Witness my hand and Notarial stamp or seal, this _____ day of _____, 2021.

My Commission Expires:_____

_____
Notary Public
Printed or Typed Name of Notary Public:

_____

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EXHIBIT A

LEGAL DESCRIPTION

One lot on the northwest side of Carolina Avenue, BEGINNING at a stake, 50 feet, North 57 degrees 30 minutes East from the West corner of the intersection of 7th Street and Carolina Avenue and runs thence North 57 degrees 30 minutes East 50 feet with Carolina Avenue to a stake, corner of Lot No. 9; thence North 33 degrees 30 minutes West 145 feet with the line of Lot 9 to an alley 10 feet wide; thence with said alley, South 57 degrees 30 minutes West 50 feet to a stake, corner Lot No. 7; thence with a line Lot No. 7, South 33 degrees 30 minutes East 145 feet to a stake, corner Lot No. 7 on Carolina Avenue and the BEGINNING being Lot No. 8 in the block bounded on the Northeast by 6th Street, on the Southwest by 7th Street, on the Northwest by Iredell Avenue and on the Southeast by Carolina Avenue in the Town of Spencer, North Carolina.

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Amy-Lynn Albertson
DATE:	10/21/2021
SUBJECT:	Rowan County BeeKeeper Grant

Rowan County Cooperative Extension in cooperation with Rowan County Beekeepers Association would like to apply for a grant of $1500 to put a bee hive on the grounds of the Rowan County Agriculture Center next to the herb garden and raised beds where the Rowan County Master Gardeners raise vegetables in the fall, spring and summer. The goal of this grant application is to establish a Beekeeping Program for our 4-H'ers to use and learn about honeybees and their importance to our local foods system. Cody Craddock, the Grant Applicant, is the liaison for the Rowan County Beekeepers Association and has beekeeping training at the beginner and intermediate level through BEES Academy (an NCSU Apiculture Program). The beehive would be used as an educational tool primarily and would help educate youth involved in 4-H the basics of beekeeping. Our Beekeepers Association in the County is heavily supportive of this grant proposal and is happy to support the addition of bees to our Agriculture Center for educational purposes. Additionally, they have expressed support by promising to select one 4-H student every other year through an application process and helping them set up a hive of their own at home; providing mentoring and resources along the way.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Public Health Director
DATE: 10/25/2021
SUBJECT: Bi-Weekly Environmental Health Report

Please find the bi-weekly Environmental Health Report attached.

ATTACHMENTS:

Description	Upload Date	Type
Bi-weekly Commissioner Reporting Charts_102521	10/25/2021	Backup Material
Bi-weekly Commissioner Reporting Charts and Graphs_102521	10/25/2021	Backup Material

ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Nov-20	27	26	151	46	52	46	6	6	49	27	8	5 weeks 2 days
Dec-20	20	22	159	37	31	37	2	3	27	23	17	3 weeks 2 days
Jan-21	37	24	181	66	38	66	7	8	24	25	13	2 weeks 1 day
Feb-21	49	24	189	48	29	48	9	9	26	24	32	4 weeks 4 days
Mar-21	48	47	182	68	54	68	2	3	52	47	11	5 weeks 2 days
Apr-21	37	32	245	52	48	52	8	10	50	56	6	4 weeks 2 days
May-21	30	37	196	68	58	68	4	2	42	27	13	3 weeks 1 day
Jun-21	55	57	187	67	59	67	4	8	37	38	13	4 weeks 4 days
Jul-21	42	29	190	53	40	53	5	11	47	30	5	3 weeks 2 days
Aug-21	52	39	228	44	33	44	8	9	44	30	6	1 week 4 days
Sep-21	43	59	169	59	24	59	5	1	36	30	3	2 weeks 2 days
Total	440	396	2077	608	466	608	60	70	434	357	127	

BI-WEEKLY ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
0ct. 26 - Nov. 6	34	13	99	24	29	22	2	0	20	23	6	4 weeks 4 days
Nov. 9 - Nov. 20	16	12	78	26	28	22	2	1	24	18	7	4 weeks 4 days
Nov. 23-Dec. 4	13	11	64	19	21	19	1	0	14	7	1	5 weeks 2 days
Dec. 7 - Dec. 18	15	13	62	24	19	24	0	2	15	10	16	4 weeks
Dec. 21 - Jan. 1	1	7	58	10	6	11	1	1	8	11	1	3 weeks 2 days
Jan. 4 - Jan. 15	20	22	84	26	18	26	1	1	10	12	7	2 weeks 3 days
Jan. 18 - Feb. 5	28	14	126	48	27	48	6	0	23	18	10	2 weeks 1 day
Feb. 8 - Feb. 19	23	16	92	29	11	29	8	1	13	9	20	3weeks 3 days
Feb. 22 - Mar. 5	23	10	95	32	8	32	2	0	14	19	9	5 weeks 2 days
Mar. 8 - Mar. 19	16	26	68	28	32	28	1	2	14	15	6	4 weeks
Mar. 22 - Apr. 2	21	24	79	40	20	40	0	5	28	24	4	4 weeks 3 days
Apr. 5 - Apr. 16	16	14	110	24	19	24	4	5	28	26	1	4 weeks 3 days
Apr.19 - Apr. 30	17	16	118	22	27	22	4	6	21	28	5	4 weeks 2 days
May 3 - May 14	14	19	87	42	32	42	4	1	22	8	0	3 weeks 2 days

May 17 - May 28	15	18	109	26	24	26	0	1	20	19	3	3 weeks 1 day
May 31 - June 11	15	30	77	27	29	27	2	5	20	14	10	3 weeks
June 14 - June 25	26	17	77	28	22	28	2	3	13	16	3	3 weeks 1 day
June 28 - July 9	14	10	57	26	17	26	0	1	22	17	1	4 weeks 4 days
July 12 - July 23	19	19	98	15	22	15	4	5	16	15	2	2 weeks 2 days
July 26 - Aug 6	24	17	130	27	14	27	5	6	24	14	4	3 weeks 3 days
Aug 9 - Aug 20	24	15	82	15	19	15	1	1	13	11	3	2 weeks
Aug 23 - Sept 3	19	31	91	25	9	25	4	6	23	13	2	2 weeks
Sept 6 - Sept 17	17	20	72	17	14	17	2	1	21	14	1	1 week 3 days
Sept 20 - Oct 1	22	28	80	36	6	36	2	0	12	14	1	2 weeks 2 days
Oct 4 - Oct 15	22	20	96	27	23	27	0	1	25	16	3	1 week 5 days
Total	474	442	2189	663	496	658	58	55	463	391	126	

FOOD & LODGING REPORT				
	Completed Inspections	**Required Inspection Completed**	**Percent of Required Inspections Completed**	**Percent of Required Inspections Goal 85%**
DATE RANGE				
Jul-20	49	38	2.53	7.08
Aug-20	67	58	3.83	7.08
Sep-20	102	81	5.32	7.08
Oct-20	191	125	8.19	7.08
Nov-20	54	40	2.61	7.08
Dec-20	56	52	3.38	7.08
Jan-21	81	63	4.05	7.08
Feb-21	109	84	5.35	7.08
Mar-21	117	91	5.83	7.08
Apr-21	114	89	5.71	7.08
May-21	109	86	5.51	7.08
Jun-21	112	93	6.04	7.08
Jul-21	83	67	4.33	7.08
Aug-21	111	100	6.49	7.08
Sep-21	126	105	6.77	7.08
Total	1481	1172	75.94	106.2

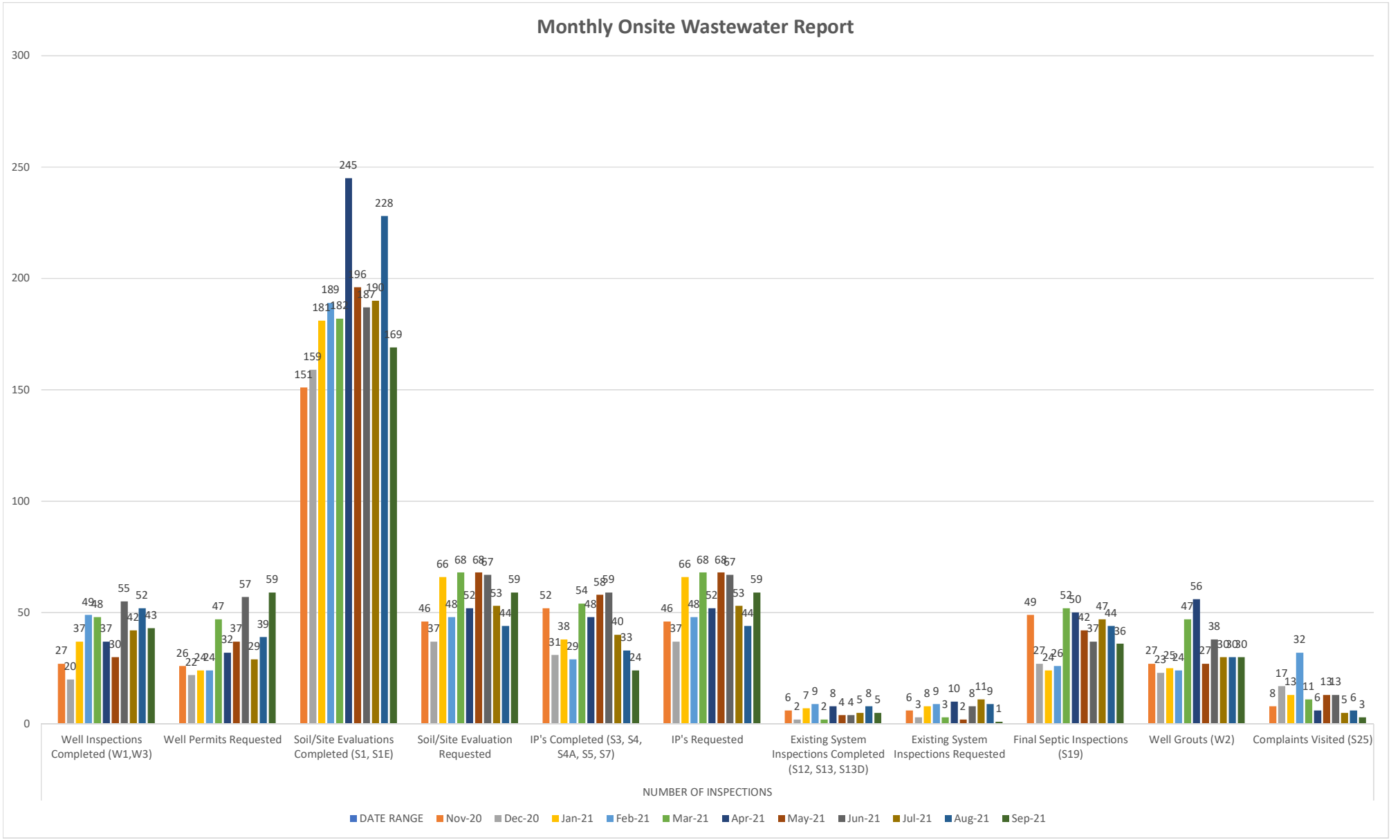
Required Inspections: 1553
Number of Establishments: 675

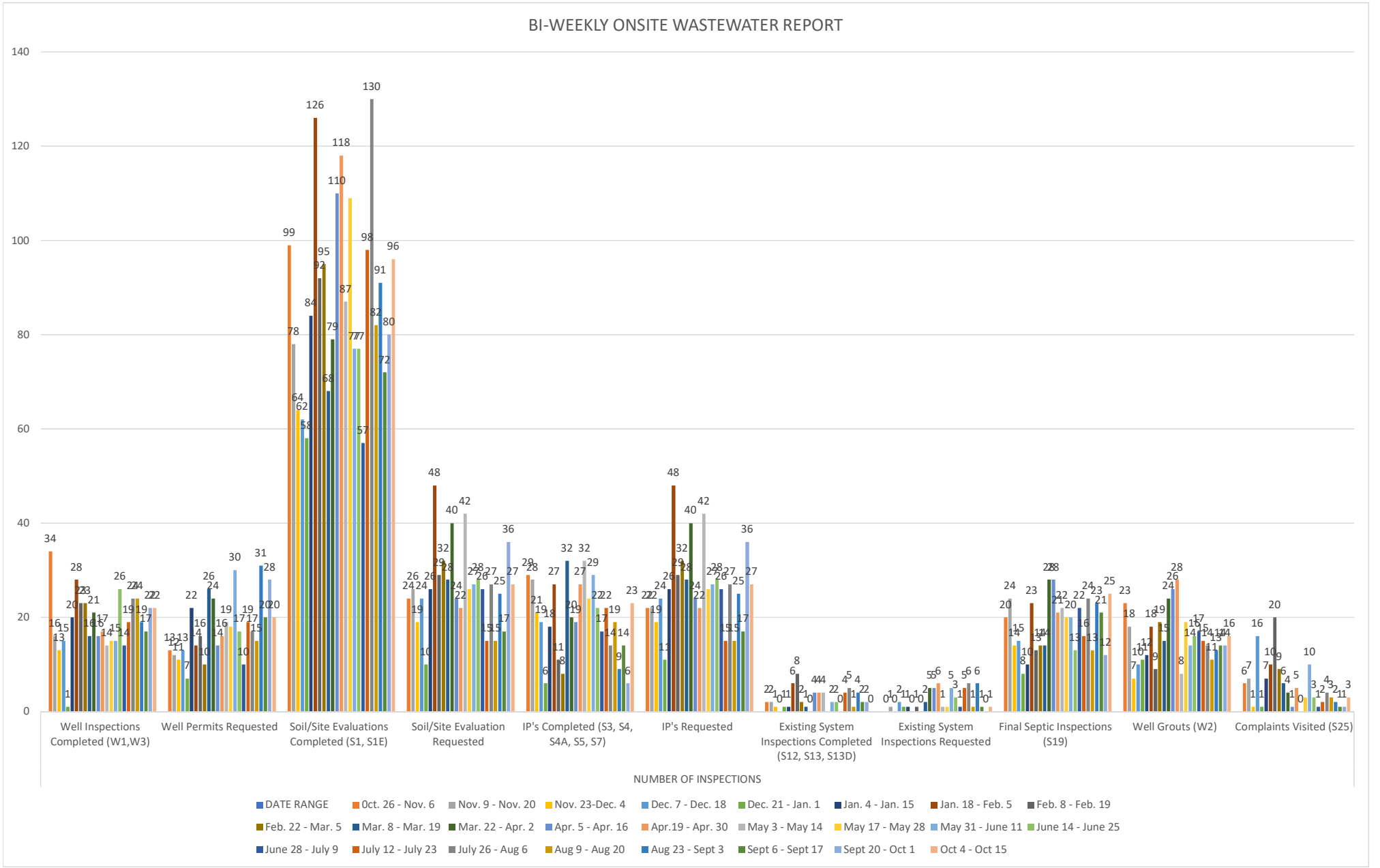
BI-WEEKLY FOOD & LODGING REPORT				

	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
DATE RANGE				
Oct. 26 - Nov. 6	83	39	2.58	3.27
Nov. 9 - Nov. 20	25	18	1.19	3.27
Nov. 23-Dec. 4	15	18	1.19	3.27
Dec. 7 - Dec. 18	29	39	2.58	3.27
Dec. 21 - Jan. 1	9	2	0.13	3.27
Jan. 4 - Jan. 15	41	28	1.84	3.27
Jan. 18 - Feb. 5	95	59	3.84	3.27
Feb. 8 - Feb. 19	58	44	2.84	3.27
Feb. 22 - Mar. 5	48	41	2.65	3.27
Mar. 8 - Mar. 19	30	25	1.61	3.27
Mar. 22 - Apr. 2	59	46	2.94	3.27
Apr. 5 - Apr. 16	52	38	2.43	3.27
Apr. 19 - Apr. 30	49	42	2.70	3.27
May 3 - May 14	46	37	2.37	3.27
May17 - May 28	52	42	2.69	3.27
May 31 - June 11	38	31	2.00	3.27
June 14 - June 25	47	38	2.45	3.27
June 28 - July 9	33	28	1.82	3.27
July 12 - July 23	38	31	2.01	3.27
July 26 - Aug 6	46	42	2.71	3.27
Aug 9 - Aug 20	22	21	1.36	3.27
Aug 23 - Sept 3	52	44	2.84	3.27
Sept 6 - Sept 17	47	44	2.86	3.27
Sept 20 - Oct 1	50	36	2.32	3.27
Oct 4 - Oct 15	80	70	4.52	3.27
Total	1144	903	58.47	81.75

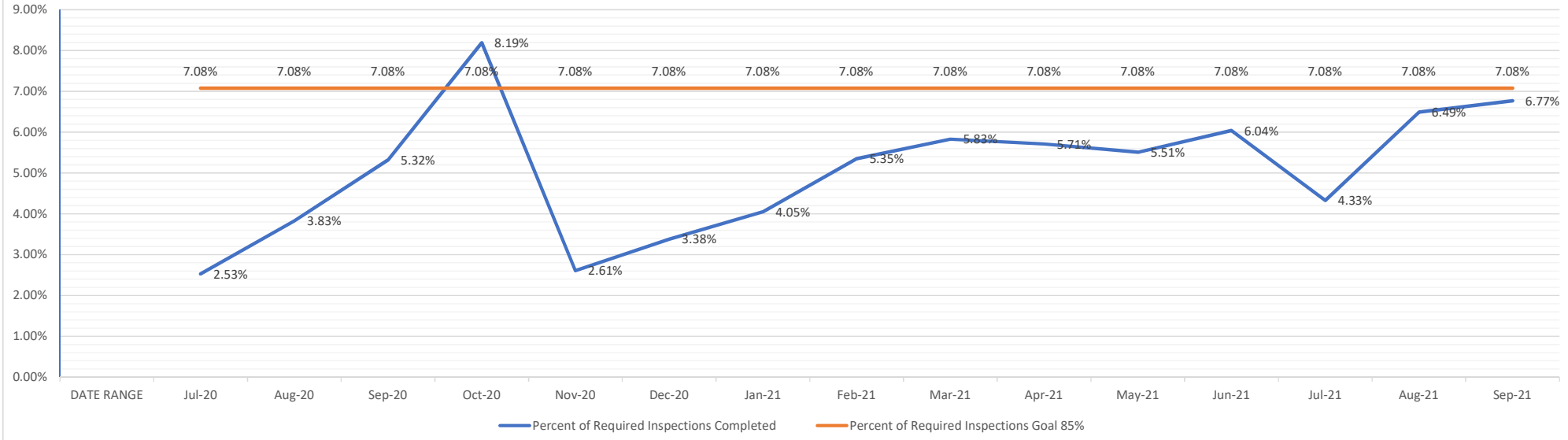
*Aug 9 - Aug 20 all three F&L Staff out at varying times

*Sept 27 - Oct 1 is missing data for 1 inspector due to software malfunction

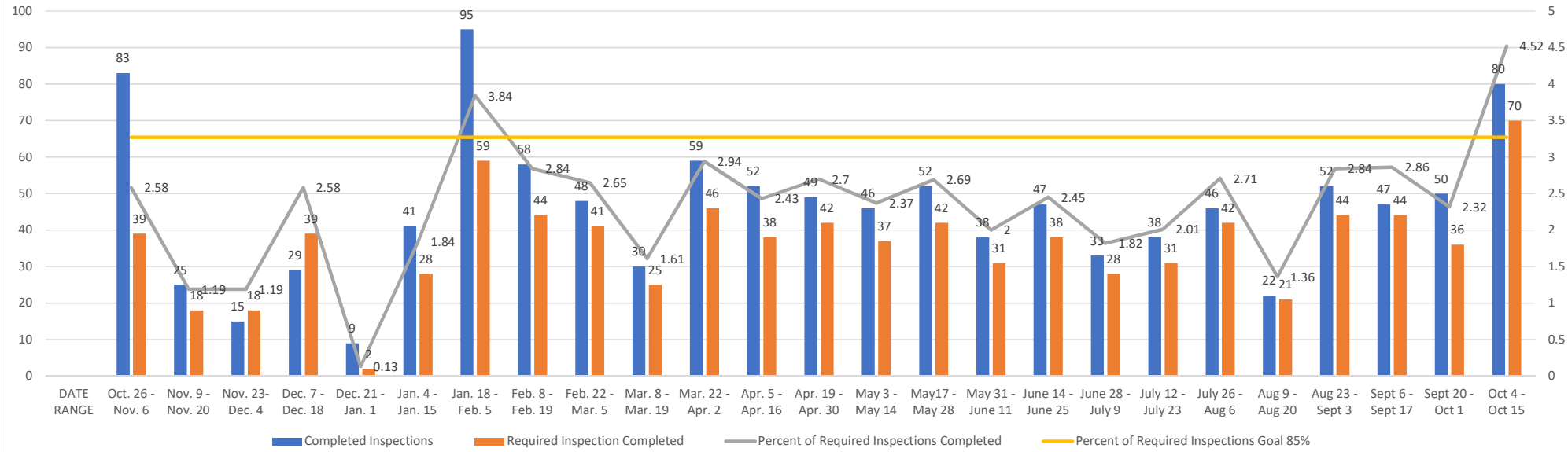

Monthly Onsite Wastewater Report
300
250
200
150
100
50
0
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed (S12, S13, S13D)
Existing System Inspections Requested
Final Septic Inspections (S19)
Well Grouts (W2)
Complaints Visited (S25)
NUMBER OF INSPECTIONS
DATE RANGE
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21


BI-WEEKLY ONSITE WASTEWATER REPORT
140
120
100
80
60
40
20
0
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed (S12, S13, S13D)
Existing System Inspections Requested
Final Septic Inspections (S19)
Well Grouts (W2)
Complaints Visited (S25)
NUMBER OF INSPECTIONS
DATE RANGE
Oct. 26 - Nov. 6
Nov. 9 - Nov. 20
Nov. 23-Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr.19 - Apr. 30
May 3 - May 14
May 17 - May 28
May 31 - June 11
June 14 - June 25
June 28 - July 9
July 12 - July 23
July 26 - Aug 6
Aug 9 - Aug 20
Aug 23 - Sept 3
Sept 6 - Sept 17
Sept 20 - Oct 1
Oct 4 - Oct 15

Food & Lodging Inspections Percent Completed



BI-WEEKLY FOOD & LODGING INSPECTION REPORT



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Ed Muire, Planning Director
DATE:	October 25, 2021
SUBJECT:	HOME - ARP [Request to Participate]

BACKGROUND

The City of Concord has advised Rowan County and other HOME Consortium members that HUD will be releasing funding for the HOME-ARP which is designed to address homelessness assistance and supportive services. These funds must be used to primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.

The four (4) eligible activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.

ARP defines qualifying individuals or families as those that are (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("**McKinney-Vento**"); (2) at risk of homelessness, as defined in section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above.

The anticipated amount the HOME Consortium will receive is over four (4) million dollars and funds will be disbursed based on the same formula that determines the annual HOME project and administration allocations. The Consortium projects that Rowan County may receive up $700,000 and $58,000 in administrative costs. This program does not require matching funds or cost participation by the County. The program funds will expire September 30, 2030.

STAFF RECOMMENDATION

Concord has requested a response from HOME Consortium members as to their interest in participating in this program. Although specifics regarding an application and process have not been finalized, Staff recommends Planning Staff be authorized to respond that Rowan County is interested in participating.

This response does not commit Rowan County to participating or funding obligations, rather it preserves the County's ability to participate as the process evolves.

BOARD ACTION

- Authorize Planning Staff to respond to the HOME Consortium (City of Concord) that Rowan County is interested in participating in the HOME - ARP

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	County Attorney Jay Dees
DATE:	October 25, 2021
SUBJECT:	Declare Portion of Lots 19 and 22 Off Long Street As Surplus

---

Wendy Brindle with the City of Salisbury reached out to me regarding the lot shown on the attached GIS. Also in the attachment is my proposed draft deed to the City and our back deed from the sheriff's sale from which the City and County now claim ownership.

The City received an offer of $800, advertised for upset bid, no upset bids were received, and then realized that the lot is owned by both the City and County via foreclosure. The tax value is shown as $16,000, so I am including Chip Main to take a look. But the lot is landlocked with no public road access, and is also limited by the railroad tracks and railroad right of way you can see in the GIS. An additional impact on value is that we own this by virtue of a Sheriff's Deed from an "In Rem" foreclosure as opposed to a judicial foreclosure. IN the absence of a judicial order, "in rem" allows for the tax office to administratively file a tax judgment and sell the property. Title Insurance companies have so far been very reluctant to provide title insurance for construction loans so the properties we have from this process are difficult to develop. We have two sales for co-owned lots pending in Spencer that are hung up because of the title insurance issues even though the sales were from 2007.

We recently held a combined Salisbury City-County sale of property where we ran one public notice that included both City and County actions and then each board approved the sale and we split the proceeds. However, under the circumstances here, the cost of running a new separate public notice would make the total costs exceed the current high bid.

It is my recommendation that the County consider declaring the lot surplus and then simply transferring our partial interest to the City of Salisbury.

In the past, we have handled jointly-owned foreclosure lots both by dual sale and by transferring our interest to the local municipality.

ATTACHMENTS:

Description	Upload Date	Type
City of Salisbury Deed for Partial Interest of TP 007-164 with Exhibits	10/25/2021	Cover Memo
Supporting Opinion From County Assessor	10/25/2021	Cover Memo

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: **Exempt**

Parcel Identifier No. 007-164 Verified by _____ County on the ____ day of_____, 20_____
By:_____

NO OPINION ON TITLE IS EXPRESSED OR IMPLIED BY THE PREPARER OF THIS DEED

Mail/Box to:_____

This instrument was prepared by: **John W. Dees, II, Attorney at Law, 130 West Innes Street, Salisbury, NC 28144**

Brief description for the Index: Portion of Lots 19 and 22 Off Long Street

THIS DEED made this _____ day of February, 2020, by and between

GRANTOR	GRANTEE
ROWAN COUNTY, North Carolina, a body politic	**CITY OF SALISBURY, NORTH CAROLINA, a municipal corporation**
130 West Innes Street Salisbury, NC 28144	Mailing Address: 132 North Main Street Salisbury, NC, 28144

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Salisbury, Salisbury Township, Rowan County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1124 page 352.

NC Bar Association Form No. 6 © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 - Chicago Title Insurance Company

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

Subject to any and all easements, rights of way, reservations and restrictions of record.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by the Chairman of its Board of Commissioners, attested to by its Clerk, its County seal affixed, all by authority of its Board of Commissioners duly given, the day and year first above written.

Rowan County, North Carolina, a body politic

By:_____
Chairman of the Board

ATTEST:

_____
Clerk to the Board

(seal)

State of North Carolina – County of Rowan

I, the undersigned Notary Public of the County and State aforesaid, certify that Carolyn Barger personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Rowan County, North Carolina, a body politic, and that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman of the Board, sealed with the seal of Rowan County, North Carolina, and attested by her as the Clerk to the Board. Witness my hand and Notarial stamp or seal, this _____ day of _____, 2020.

My Commission Expires:_____

_____
Notary Public
Printed or Typed Name of Notary Public:

_____

NC Bar Association Form No. 6 © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 – Chicago Title Insurance Company

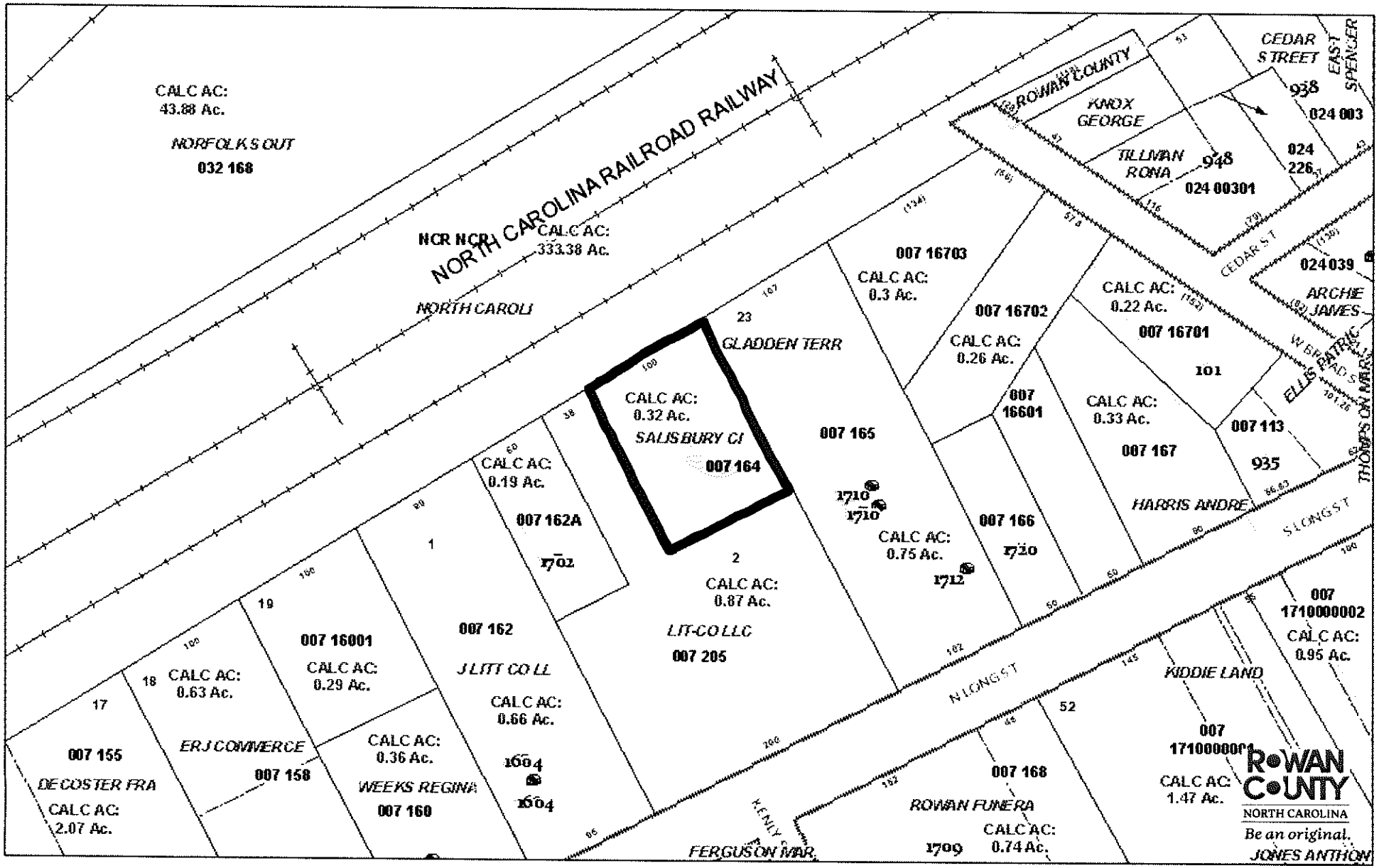
Exhibit A

Legal Description

BEING a portion of Lot 22 off N. Long Street. Beginning at a point in the south margin of Railroad Avenue; thence N 58 E 100 feet; thence S 27.30 E 200 feet; thence S 58 W 100 feet; thence N 27.30 W 200 feet to the Point of Beginning, the same being all of that certain tract shown as Tax Map 007 Parcel 164 in the Rowan County Tax Office.

NC Bar Association Form No. 6 © 1977, 2002
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Rowan County



October 13, 2021

- Voluntary Agricultural Districts
- BUSINESS
- SCHOOL

Addressing Points

- Other
- CHURCH
- RESIDENCE

1:1,200

0 50 100 200 Feet

0 0.0075 0.015 0.03 Miles

Rowan County GIS

SEE ADDENDUM

FILED in ROWAN County, NC
on Jun 24 2008 at 11:12:26 AM
by: Bobbie M. Earnhardt
Register of Deeds
BOOK 1124 PAGE 352

Drafted by: John W. Dees, II, Attorney for Rowan County, 121 E. Kerr Street, Salisbury, NC 28144.

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

SHERIFF'S DEED

This deed, made this 16th day of June, 2008 by and between George Wilhelm, Sheriff of ROWAN County, North Carolina, party of the first part, and Rowan County and City of Salisbury, party of the second part,

WITNESSETH

That whereas the party of the first part, being duly authorized by an execution issued upon a certain judgment docketed in the office of the Clerk of the Superior Court for ROWAN County in a proceeding entitled "**ROWAN COUNTY** vs. Feamster, W. C. and Mrs. W. C.," (File No. 06M559), and after due advertisement in accordance with law, did offer for sale and did sell, at public auction for cash to the highest bidder, at the courthouse door in **ROWAN** County, on the 22nd day of February 2008 real property herein described, when and where Rowan County and the City of Salisbury became the last and highest bidder for the same at the price of $5,300.00; and

Now, therefore, in consideration of the premises and in further consideration of the sum of $5,300.00 in hand paid to the party of the first part by the party of the second part, receipt of which is hereby fully acknowledged, the party of the first part does hereby give, grant, bargain, sell, and convey unto the party of the second part, a **49% undivided interest to the City of Salisbury**, its successors and assigns, a **51% undivided interest to Rowan County**, all of the lot, tract, or parcel of real estate in Salisbury Township, City of Salisbury, **ROWAN** County, North Carolina, and being more particularly bounded and described as follows:

BEING a portion of Lot 19 off N Long Street. Beginning at a point; thence S 27.30 E 183; thence S 57.30 W 100; thence N 27.30 W 183; thence N 57.30 E 100 to Point of Beginning. (Tax Map 007 Parcel 16001).

BEING a portion of Lot 22-N Long Street. Beginning south margin of Railroad Ave.; thence N 58 E 100; thence S 27.30 E 200; thence S 58 W 100; thence N 27.30 W 200 to Point of (Tax Map 007 Parcel 164).

Rowan County Assessor's Office

Multiple Parcel Identification

	MAP	S/M	PAR	S/P	U/IN	L/IN	C/C	PART	INT
Tract/Lot _____ Parcel ID	007		160	01					69
Tract/Lot _____ Parcel ID	007		164						69
Tract/Lot _____ Parcel ID									
Tract/Lot _____ Parcel ID									
Tract/Lot _____ Parcel ID									
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Tract/Lot _____ Parcel ID									
Tract/Lot _____ Parcel ID									

Barger, Carolyn M

From: Main, Wendell R
Sent: Monday, October 25, 2021 1:40 PM
To: Barger, Carolyn M
Subject: FW: Potential transfer of shared lot to City of Salisbury
Attachments: Salisbury (City of) Deed for Partial Interest TM 007-164 (2021) with Exhibits.pdf; Sta02p10921102513050.pdf

Carolyn,

I have reviewed the valuation on Parcel 007 164 and mad the following observations:

Lot is buildable.
However it is landlocked and has no access.
Size of the lot is .32 acres, approximately 100X139.

Current tax value is $19,872.

A bid of $800 would be a fair bid to get this lot back in a private owner where it could be utilized going forward.

Thank you,

Wendell R. Main II "Chip"
Rowan County Assessor
402 N Main St, Salisbury, NC 28144
W-704-216-8585
C-704-223-7234

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner
DATE:	10/25/21
SUBJECT:	Rejection of RFP 2022-007 for Cardiac Monitors

Rowan County received three (3) proposals for cardiac monitors on October 6, 2021. At this time the County wishes to reject all proposals.

Purchasing Director recommends that the Board of Commissioners reject all proposals received for RFP 2022-007 for cardiac monitors.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 10/25/21
SUBJECT: Permission to Release a Request for Information on Cardiac Monitors

---

Rowan County wishes to release a Request for Information on Cardiac Monitors. The RFI will request that the monitors be available at Emergency Services for demonstration purposes for one month. This will allow staff to see each machine.

Attached is the proposed copy of the RFI to be released.

Purchasing Director recommends that the Board of Commissioners allow for a Request for Information on Cardiac Monitors be released.

ATTACHMENTS:

Description	Upload Date	Type
RFI	10/25/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Request for Information

Executive Summary

Rowan County is in the process of developing plans to purchase Cardiac Heart Monitors. November 1, 2021 the Rowan County Board of Commissioners rejected all bids received in response to a "Request for Proposals RFP 2022-007".

Schedule

Respondents will have two weeks to respond to this RFI. All responses shall be sent to Anna Bumgarner, Purchasing Director by 3pm on Tuesday, November 16, 2021. Delivery of RFI and items request in Section A 1 to Rowan County Emergency Services - 2727 Old Concord Road, Salisbury, NC 28146

Clarification Questions

Respondents one week to express their interest in this RFI. Emails shall be sent to Purchasing Director by 5pm on Tuesday, November 9, 2021 at anna.bumgarner@rowancountync.gov.

Response

The County recognizes that considerable effort will be put forth responding to this RFI. Please note this is only a request for information. This is not a request for services. Vendors are hereby responsible for all cost in preparing this RFI including demonstrations in Section A 1. All responses to the questions in Section A shall be for the devices provided for demonstration in Section A 1.

Content and Format

Rowan County expects concise, detailed, point-by-point responses to each of the questions identified in section A of this RFI. The County is not interested in brochures or "boilerplate" responses.

SECTION A

1. Rowan County would like for each vendor to bring a cardiac monitor with automated external defibrillator (AED) and all available accessories to Rowan County Emergency Medical Services on November 16, 2021 to be set up and displayed through December 16, 2021 to provide an opportunity for each Rowan County Medic to see each device. The County is only interested in most recent and advanced model currently available for sale in the United States with PMA approval.

   We would like for each vendor to be present at the following dates for demonstrations and to answer questions.

   a. Wednesday, November 17th from 1pm to 9pm
   b. Wednesday, December 1st from 6am to 3pm
   c. Wednesday, December 15th from 9am to 9pm

Please indicate in your response to the RFI if your company will be able to comply with number 1 including being available on the dates a through c.

_____ Yes we will be available on the three dates above.

_____ No we will not be available on the three dates above.

2. Please provide a list of Emergency Medical Services in North Carolina that currently use your cardiac monitor with manual defibrillation or with manual defibrillation and AED that are available for purchase.

3. Does the manual defibrillation unit include an AED mode that is
   a. Either enclosed or attached to the device, and
   b. Have PMA approval from the FDA. If so, please provide a copy of the approval.

4. If the device does not have FDA PMA approval for the AED identified in number 3, has your company applied for FDA PMA approval for the said device?

5. What are the standard terms of the warranty that come with the device, without additional cost?

6. What are the optional warranty terms that do not come with the device, however sold by the vendor?

7. What service and maintenance is recommended to ensure that warranties remain in good standing and that the device functions at an optimal level?

8. Can the service and maintenance be performed by a third-party vendor?

9. Please identify any and all extra components that must be purchased to operate the device that do not come with the device.

10. How many recalls has your device had in the last 2 years? If any please provide a copy of each recall.

DRAFT

11. Has your company discontinued any Cardiac Monitor that contains both manual defibrillation and AED in the last 5 years? If so please provide the name of the device, its original manufactured date and the reason the device was discontinued.

12. Are their currently any plans to discontinue the cardiac monitors (used in an advanced life support emergency services setting) that are currently available for purchase by your company in the next 5 years.

DRAFT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 10/25/21
SUBJECT: Approval of Revised Procurement Policy

On September 20, 2021, the Board of Commissioners approved a Procurement Policy. On October 18, 2021, Rowan County staff that are involved in purchasing for the County received training from Connor Crews, with the UNC School of Government, on procurement laws. The Purchasing Director is recommending the proposed changes to the Procurement Policy after talking with Department Directors and Mr. Crews.

Attached is a redline version of the policy and the final version of the policy.

Purchasing Director recommends that the Board of Commissioners approve the revised Procurement Policy.

ATTACHMENTS:

Description	Upload Date	Type
Redline Policy	10/25/2021	Backup Material
Revised Procurement Policy	10/25/2021	Backup Material



ROWAN COUNTY

Procurement Policy

August 2018
Revised June 7, 2021
Revised September 20, 2021
Revised November 1, 2021

TABLE OF CONTENTS

INTRODUCTION 3

I. RESPONSIBILITY, AUTHORITY, AND FUNDAMENTAL POLICY 4

II. PURCHASE OF GOODS 5

III. CONSTRUCTION OR REPAIR SERVICES 6

IV. PROCUREMENT OF SERVICES 8

V. EXCEPTIONS TO COMPETITIVE BIDDING 9

VI. THE PURCHASING PROCESS 10

VII. FEDERAL SPECIFIC REGULATIONS 12

VIII. SETTLEMENT OF CONTRACT ISSUES/DISPUTES 14

IX. CONFLICTS OF INTEREST 15

X. GIFTS AND FAVORS 15

PURCHASE ORDER WORKFLOW ATTACHMENT A

CONTRACT WORKFLOW ATTACHMENT B

TYPES OF PROCUREMENT FLOWCHARTS ATTACHMENT C

CONFLICT OF INTEREST POLICY ATTACHMENT D

ACKNOWLEDGEMENT OF PROCUREMENT POLICY ATTACHMENT E

INTRODUCTION

The purpose of this Policy is to establish guidelines for the procurement of goods and services by County officials and employees for any County office, service area, department, division, board, commission or other organizational unit of the County. Rowan County's procurement operations are governed by North Carolina General Statutes ("N.C.G.S.") Chapter 143 (State Departments, Institutions and Commissions), Chapter 153A (Counties), Chapter 159 (Local Government Finance), ordinances approved by the Rowan County Board of Commissioners, and all other applicable laws, rules, regulations, codes, standards, and orders of governmental bodies, agencies authorities and courts having jurisdiction ("Applicable Law"). When federal funds are involved, these policies have been drafted to conform to the requirements in the Code of Federal Regulations (CFR) Title 2, Subtitle A, Chapter II, Part 200 (commonly referred to as the Uniform Guidance). Specifically, the procurement guidelines may be found in sections 200.317 through 200.326; *49CFR19*; *Federal Transit Administration (FTA) Circular 4220.1D, Third Party Contracting Requirements; North Carolina General Statute 143-129;* and *North Carolina State Management Plan for The Nonurbanized Area Formula Program, Section 5311*.

The policies contained herein are intended to establish a baseline for compliance with federal and State law and Board policy. It is the responsibility of the County Commissioners to determine the disposition of any issue not specifically addressed herein or otherwise prescribed in law or regulation.

Rowan County's procurement practices are based on the principle of open competition with the goal of securing value and promoting fairness. All Employees involved in the procurement process have a responsibility to provide fiscal stewardship when expending County funds. The taxpayers entrust County government to expend money in the most efficient and effective manner possible. The integrity of the procurement process must be maintained at all times.

The Board of Commissioners is committed to maintaining high standards of performance based upon fair, ethical and professional business practices and welcomes recommendations for improvements to conformance, quality, and efficiency standards. Any such recommendations should be submitted in writing to the Chairperson, Rowan County Board of Commissioners.

I. RESPONSIBILITY, AUTHORITY AND FUNDAMENTAL POLICY

The County Manager has the authority for the County of Rowan to enter into grant agreements and to purchase property and services and to enter into third-party contracts on behalf of the County of Rowan and the Board of Commissioners (Board).

A. Delegation

1. The Finance Director has been delegated authority from the Board to purchase goods, property and services. The Assistant County Manager/CIO and Assistant County Manager/Human Resources Director have been delegated authority to enter into third-party contracts on behalf of Rowan County in the absence of the County Manager.
2. The Finance Director has been delegated authority from the Board to approve and submit requests for reimbursements on behalf of Rowan County.
3. The Department of Social Services (DSS) Director has been delegated authority from the Board to purchase goods, property and services related to serving children and families under $90,000. However, such purchases shall follow all aspects of the purchasing policy. The DSS Director's authority does not include services for architect, engineer or surveyor; construction projects; or legal fees (see VI. B).
4. The Public Health Director has been delegated authority from the Board to purchase goods, property and services related to providing public health services under $90,000. However, such purchases shall follow all aspects of the purchasing policy. The Public Health Director's authority does not include services for architect, engineer or surveyor; construction projects; or legal fees.

B. Delegation to the Purchasing Director

1. The Purchasing Director has received delegated authority from the Board to conduct competitive procurements to purchase, lease, or license property goods and services in accordance with Board policy and law.
2. The Purchasing Director has received delegated authority from the Board to approve contracts $10,000 and under. This includes change orders that are $10,000 and under that are within the contingency amount. This does not include services for architect, engineer, surveyor or legal fees (see VI. B).
3. The Purchasing Director has received delegated authority from the Board to approve contracts under $90,000 being administered by Salisbury Community Development Corporation.

C. Delegated authority is subject to the condition that certain of these transactions be submitted to the Board for review and approval.

Transactions that require prior Board approval are as follows:

1. Any transaction which exceeds $90,000;
2. Any transaction awarded with sole source or piggybacking.

D. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

1. Unreasonable requirements will not be placed on firms in order for them to qualify to do business.

2. The County will be alert to organizational conflicts of interest.
3. The County will be alert to noncompetitive practices among contractors that may restrict or eliminate competition.
4. Unnecessary experience and excessive bonding requirements will not be placed on firms.
5. Contracts will not be awarded to consultants simply because they may be on a retainer contract with the County.
6. Contractors that develop or draft specifications/requirements shall be excluded from competing for such procurements.
7. Except in cases where a product of a specified brand name is the only product that can properly meet the needs of a requester, the drafting or application of specifications or bid requirements that directly or indirectly limit the bidding to a single brand is prohibited. A "brand name or equal" is a competitive process that allows bidders to propose equivalent items. The County will not specify only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered.
8. Awards shall be made to the lowest responsive and responsible bidder. While determining "responsible", the County will consider factors, including but not limited to, most advantageous to the County, price, and quality.
9. Solicitations shall clearly state all requirements.

E. Basis for Bid Rejection

In sealed bidding, there is generally no further modification of material terms: The County either accepts one of the offers or rejects all bids. In the other procurement methods, the County may request or receive additional offers before accepting one. Bid responsiveness involves the question of whether the bid as submitted, represents an unequivocal offer to do exactly what the County has specified, so that acceptance of the bid will bind the contractor to meet the County's requirements in all material aspects. Any and all bids judged to be nonresponsive must be rejected. The County will properly document the reason for any bid rejection.

F. The County will ensure that:

1. Unnecessary or duplicate items are not purchased.
2. Analysis is made of lease and purchase alternatives, as appropriate, to determine the most economical and practical procurement.
3. The type of procurement instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be appropriate for the particular procurement. "Time and material" contracts are strictly prohibited unless specifically approved by the Rowan County Board of Commissioners.
4. Procurement documents and records are retained according to NC DNCR records management policy located on https://www.ncdcr.gov/resources/records-management.

II. PURCHASE OF GOODS

The following provisions apply to the purchase of apparatus, supplies, materials, and equipment.

A. Formal Purchases Greater Than or Equal To $90,000

Such purchases shall be subject to formal bidding pursuant to N.C.G.S. 143-129. The contract for any such purchase, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Procurement documents and records are retained according to NC DNCR records management policy located on https://www.ncdcr.gov/resources/records-management.
2. Advertisement for the bid must be published at least once, seven (7) days prior to opening in local newspaper
3. Bids must be received sealed
4. Public bid opening is required, but may use reverse auction or electronic bidding
5. At least three (3) suppliers solicited and 2 responses required
6. Board approval required
7. Public record when opened
8. Purchase Order must follow the workflow chart in Attachment A.

B. Informal Purchase Greater Than or Equal To $5,000 but Less Than $90,000
Such purchases shall be subject to informal bidding pursuant to N.C.G.S. 143-131. The contract for any such purchase, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Must solicit multiple quotes, 2 responses required
2. Must keep a written record of all bids received
3. Requests must be approved by Department Director
4. Records are not public until contract awarded
5. Purchase Order must follow the workflow chart in Attachment A.

C. Purchases Less Than $5,000

Such purchases are made without soliciting either formal or informal bids. County Departments are encouraged to solicit multiple quotations (verbal or written), and document such, to ensure the lowest available price. This will ensure fiscal stewardship when expending County funds. If purchase is over $1,000 a Purchase Order must be entered follow the workflow chart in Attachment A.

III. CONSTRUCTION OR REPAIR SERVICES

The following provisions apply to contracts for construction or repair services.

A. Formal Construction or Repair Services Greater Than or Equal To $300,000

Such services shall be subject to formal bidding pursuant to N.C.G.S. 143-129. The contract for any such service, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Advertisement for the bid must be published at least once, seven (7) full calendar days prior to opening in local newspaper
2. Bids must be received sealed
3. Public bid opening is required
4. Minimum of three (3) bids is required. Statute allows for re-bid if three (3) bids are not received and award without three (3) bids on re-bid
5. Bid bond/deposit required 5% of bid amount
6. Performance and payment bonds required 100% of bid amount for any project
7. Separate specifications required for plumbing, electrical, HVAC, and general work (building construction only)
8. Must be licensed general contractor
9. Board approval required
10. Dispute resolution required
11. HUB participation goals good faith efforts to reach goals; bidders submit affidavits; report to HUB office (building construction only)
12. Public record when opened
13. Contract must follow the workflow chart in Attachment B.

B. Informal Construction or Repair Services Greater Than or Equal To $90,000 but less than $300,000

Such services shall be subject to informal bidding pursuant to N.C.G.S. 143-131. The contract for any such service, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Written quotes must be solicited from at least three (3) bidders; award if more than 1 bid received; if only 1 bid received rebid and then award.
2. Must be licensed general contractor
3. Must keep record of all bids received
4. Board approval required
5. Dispute resolution required
6. Good faith efforts documented and reported to HUB office $100,000 - $299,999 (building construction only)
7. Not subject to public record until awarded
8. Contract must follow the workflow chart in Attachment B.

C. Informal Construction or Repair Services Greater Than or Equal To $5,000 but less than $90,000

Such services shall be subject to informal bidding pursuant to N.C.G.S. 143-131. The contract for any such service, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Written quotes must be solicited from at least three (3) bidders; award if more than one (1) bid received; if only one (1) bid received rebid and then award.
2. Must be licensed general contractor if over $30,000
3. Must keep record of all bids received

4. Dispute resolution required
5. HUB participation goals document good faith efforts; report to HUB office (building construction only)
6. Not subject to public record until awarded if over $30,000 and under $90,000.
7. Contract must follow the workflow chart in Attachment B.

D. Informal Construction or Repair Services Less Than $5,000

Such services are made without soliciting either formal or informal bids. County Departments are encouraged to solicit multiple quotations (verbal or written), and document such, to ensure the lowest available price. This will ensure fiscal stewardship when expending County funds. If services are over $1,000 a Contract must be entered and follow the workflow chart in Attachment B.

IV. PROCUREMENT OF SERVICES

The following provisions apply to contracts for services. If a master agreement is in place and continued maintenance is only available from the vendor associated with the master agreement, then additional quotes may not be required if agreed upon with the Purchasing Director.

A. Architectural, Engineering, and Surveying Services

Such services shall be procured using the Request for Qualification (RFQ) process established pursuant to N.C.G.S. 143-64.31-34.

1. Geographic location may be a selection criterion in procurements for these services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
2. Selection shall be based on qualification and competence.
3. Price negotiation is conducted with the most qualified offer
4. Exemption from RFQ process:
   a. Estimated fee is greater than $20,000 but less than $50,000, the above procedures may be waived by the Board of County Commissioners in compliance with N.C.G.S. 143-64.31.
   b. Estimated fee is to be below $20,000, the County Manager may grant exemptions in compliance with N.C.G.S. 143-64.31.
   c. The exemption is on a case by case basis and will require a memo be keep on file of the exemption. Purchasing Department will assist with the needed memo.
5. Contract must follow the workflow chart in Attachment B.

B. Other Services Greater Than or Equal To $90,000

Formal Request for Proposals are used when a service or Information Technology (IT) service to be procured is such that a complete, adequate and realistic specification cannot be developed. The Purchasing Director shall be responsible for ensuring that:

1. Proposals are solicited from an adequate number of qualified sources, preference is three (3), to permit reasonable competition consistent with the nature and requirements of the procurement.

2. The RFP shall be publicized on County website and reasonable requests by other sources to compete shall be honored to the maximum extent practicable;
3. The RFP identifies all significant evaluation factors, including price or cost where required and their relative importance;
4. Proper mechanisms are in place for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award;
5. Award may be made by the Board of County Commissioners to the responsible offeror whose proposal will be most advantageous to the County, price and other factors considered.
6. Procurement records accurately document each step of the process, including but not limited to, an explanation of the basis for selection of the contractor, including the evaluation criteria and the results of the County's technical evaluation; a list of all proposals received; and a cost breakdown for the proposed contract proposal.
7. Unsuccessful offerors should be notified promptly that their proposal was not accepted.
8. Board approval is required.
9. Contract must follow the workflow chart in Attachment B.

C. Other Services Greater Than or Equal To $5,000 but Less Than $90,000

Informal Request for Quotes are used when a service or Information Technology (IT) service to be procured is such that a complete, adequate and realistic specification cannot be developed. These can be obtained through email. The Purchasing Director will determine if the Board needs to be notified before RFP is released. The Purchasing Director shall be responsible for ensuring that:

1. Quotes are solicited from an adequate number of qualified sources, preference is three (3), to permit reasonable competition consistent with the nature and requirements of the procurement.
2. Proper mechanisms are in place for technical evaluation of the quotes received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award;
3. Award may be to the responsible offeror whose quotes will be most advantageous to the County, price and other factors considered. If multiple responses are not received documentation showing adequate number solicited must be provided to Purchasing Director.
4. Procurement records accurately document each step of the process, including but not limited to, an explanation of the basis for selection of the contractor, including the evaluation criteria and the results of the County's technical evaluation; a list of all quotes received; and a cost breakdown for the proposed contract proposal.
5. Unsuccessful offerors should be notified promptly that their proposal was not accepted.
6. Contract must follow the workflow chart in Attachment B.

D. Other Services Less Than $5,000

Such services are made without soliciting either formal or informal bids. County Departments are encouraged to solicit multiple quotations (verbal or written), and document such, to ensure the lowest available price. This will ensure fiscal stewardship when expending County funds. Any service over $1,000 must follow the Contract workflow chart in Attachment B.

V. EXCEPTIONS TO COMPETITIVE BIDDING

N.C.G.S. 143-129 allows for some exceptions to competitive bidding. Board approval will be required for all items over $90,000 per I.C.1. above, others may require Board approval per N.C.G.S.

A. Sole Source N.C.G.S. 143-129(e)(6)
   To award a noncompetitive proposal the Department Director must present to the Board of Commissioners as to why a "sole source" is justified. Board approval is required if $5,000 or more.
B. Emergencies N.C.G.S. 143-129(e)(2)
C. Fuel Purchases N.C.G.S. 143-129(e)(5)
D. State & Federal Contracts N.C.G.S. 143-129(e)(7),(e)(9),(e)(9a)
E. Piggybacking N.C.G.S. 143-129(g)
   Board approval is required at any price point.
F. Group Purchasing Programs N.C.G.S. 143-129(e)(3)
G. Purchases from other units of government N.C.G.S. 143-129(e)(1)
H. Used Items N.C.G.S. 143-129(e)(10)

VI. THE PURCHASING PROCESS

There are four (4) methods of making a purchase for the County. 1) Procurement Card (p-card) or Fuel Card 2) Check Request 3) Purchase Order including blanket PO or 4) Contract Encumbrance. Each of these methods will be explained in this section.

A. Procurement Cards and Fuel Cards

Procurement cards enable a unit to make small purchases more quickly and efficiently by minimizing paperwork and processing time. These cards are used for small purchase under $1,000. These purchases should not be divided to avoid getting quotes/bids. Fuel Cards are assigned to each County vehicle. Purchasing and Finance Departments will monitor these purchases and notify departments of any concerns. For more information please see procurement and fuel card policy. https://www.rowancountync.gov/260/Finance

B. Check Request

The following items, and any additional items agreed upon by both the Finance and Purchasing Directors, represent types of purchases that do not require a purchase order or contract entry to be paid. Approval of the Purchasing Director is not required. P-card is the preferred method of purchase for these items. A Check Request is used for these items when it is not possible to use a p-card. See Finance Policy for additional information. https://www.rowancountync.gov/260/Finance

Below is a list of acceptable check request items:

- Utility bills (telephone, electricity, water, natural gas, etc.)
- Travel reimbursement for employees
- Public assistance payments
- School health and prenatal payments
- Medical, psychological and veterinarian billings

- Legal Fees, defined as legal representation by a law firm not daily operations of DSS, if approved by County Manager
- Court Cost
- Withholding taxes and other payroll deductions
- Reimbursement of Petty Cash accounts
- Purchases under $1,000 that cannot be place on a p-card
- Postage
- Food and beverage for concessions at parks and jail, food for jail and meal sites
- Library books and periodical purchases including audio and visuals
- Dues and subscriptions
- Fuel Purchases
- Legal Advertisements
- School funding
- Budget Appropriations
- Debt payments
- Refunds
- Property tax turnover
- Tire Tax Reimbursement
- Other various taxes (sales, vehicle, conveyance, airport fuel)
- Volunteer Assignment Payments

C. Purchase Orders

All purchases for apparatus, supplies, materials, services and other goods $1,000 and over must be submitted for issuance of a purchase order before purchased. If items are purchased without a purchase order the employee is subject to disciplinary action and may be personally liable for the payment [G.S. 159-28(e)].

The purchase order is electronically generated within the accounting software. Purchase Order workflow chart Attachment A.

1. Blanket Purchase Orders

   A blanket purchase order is used to make repetitive purchases from a single vendor over a period of time. The blanket order establishes an initial encumbrance amount which cannot be exceeded. The use of the blanket purchase order must be authorized by the Purchasing Director/Designee.

   a. The blanket order is processed in exactly the same manner as a purchase order.
   b. No blanket order may exceed $10,000, unless agreed upon by Finance and Purchasing Directors.
   c. All blanket purchase orders will be liquidated at the end of each fiscal year.

D. Contracts

All contracts entered into by the County must be properly reviewed before being executed. This review process will consist of the following steps:

1. All contracts/contract requests will be submitted to the Purchasing Director/Designee

2. The Purchasing Director/Designee shall determine if the contract needs Board approval prior to initiating the contract workflow. No one other than the Purchasing Director/Designee may submit contracts for Board approval.
3. The Purchasing Director/Designee will initiate the contract workflow. See Attachment B. This will include preaudit as required by General Statute.
4. Once the contract is executed, the Purchasing Director/Designee will distribute to the Department and put on the County website.
5. Departments will review all contracts, including maintenance and software agreements, once every five (5) years to determine if the contract is still advantageous for the County. This review should include a detail memo with cost analysis, if necessary, to show why Department is choosing to stay with the current vendor.

E. Vendors

Each department is required to obtain sufficient information from a vendor at the time of purchase to assist the Purchasing and Finance Department in issuing a purchase order and paying the obligation. Vendor numbers will be assigned by the Finance Department when the required information, including W-9, is submitted. Additional information on vendors can be found in the Finance Policy. https://www.rowancountync.gov/260/Finance

F. SURPLUS PROPERTY

In the event County property becomes surplus to the County's needs due to obsolescence, end of useful life, etc., such property is disposed of by means most advantageous to the County. Surplus property is handled by the Finance Department. Please see Finance Policy for additional information https://www.rowancountync.gov/260/Finance.

VII. FEDERAL SPECIFIC REGULATIONS

Written procurement procedures are a requirement of the Uniform Guidance. After adoption by the Board, these procedures will be reviewed annually by the Finance Director and the Purchasing Director/Designee and updated as required. In addition to the provisions noted elsewhere in this policy, all purchases funded, in whole or in part, with funds from any federal agency shall comply with the rules and regulations contained in the Code of Federal Regulations (CFR) Title 2, Subtitle A, Chapter II, Part 200 (commonly referred to as the Uniform Guidance). Specifically, the procurement guidelines may be found in sections 200.317 through 200.326. To be in compliance, all purchases funded, in whole or in part, with federal funds shall comply with the additional requirements below, as applicable:

A. All purchases (goods and services) must comply with the following thresholds:

1. "Micro-purchase" is defined in 48 CFR2.2101. This threshold may change from time to time. The Purchasing Director will be responsible for ensuring that current thresholds are followed. At the time this policy was adopted, the "micro-purchase" amount is $10,000. However, the local threshold of $5,000 is more restrictive. Therefore, purchases less than the more restrictive local threshold of $5,000 may be purchased without soliciting competitive quotes (informal or formal) if the County considers the price to be reasonable. The purchases must be, to the extent practicable, distributed among qualified suppliers.

2. Purchases of non-construction goods greater than the more restrictive local threshold of $5,000 but below $90,000 (the more restrictive State threshold) may be purchased using price quotes from at least 3 vendors (unless the state or federal granting agency specifies a more stringent requirement). The quotes must be approved by the Department Director/Designee.
3. Purchase of any services or construction related goods above $5,000 (the more restrictive local threshold) but below the Simplified Acquisition Threshold (small purchase), may be purchased using price quotes from at least 3 vendors (unless the state or federal granting agency specifies a more stringent requirement). The quotes must be approved by the Department Director/Designee. The Simplified Acquisition Threshold is defined in 48 CFR2.2101. This threshold may change from time to time. The Purchasing Director will be responsible for ensuring that current thresholds are followed. At the time this policy was adopted, the Simplified Acquisition Threshold is $250,000.
4. Purchases of non-construction goods above $90,000 (the more restrictive State threshold) must have formal sealed bids that comply with Section II. A. of this policy. The contract awarded will be a firm fixed price contract. Selection must be principally based on price and 2 or more bidders must be willing and able to compete effectively for the business.
5. Purchases of services above the Simplified Acquisition Threshold must be purchased by sealed bids Section II. A. or Section IV. B. of this policy. The contract awarded will be a firm fixed price contract. Selection must be principally based on price and 2 or more bidders must be willing and able to compete effectively for the business. Competitive RFPs can only be used when complete adequate and realistic specification or purchase description is not available.
6. Construction-related purchases above the Simplified Acquisition Threshold must be purchased by sealed bids that comply with Sections III. A. or III. B of this policy and the bonding requirements in Section VII. C. 3. below. The contract awarded will be a firm fixed price contract. Selection must be principally based on price and 2 or more bidders must be willing and able to compete effectively for the business.
7. Purchases of Architectural and Engineering (A/E) services may be purchased using Section IV. A. of this policy, as well as all the “federal specific” requirements identified in Sections VII. B. and VII. C.
8. To ensure compliance with the Uniform Guidance for purchases in excess of the “micro-purchase” threshold, the County shall not purchase goods or services using an existing contract that was negotiated by the County or any other State or Local government for a prior, separate transaction (commonly referred to as “piggybacking”). The County may use existing State Contracts for items over the “micro-purchase” threshold only if the contract was bid in compliance with the Uniform Guidance.

B. Any purchase funded, in whole or in part, with federal funds must also comply with the following provisions or more restrictive State or local policy:

1. The procurement must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of the bids or proposals, except in those cases where federal Statutes expressly mandate or encourage geographic preference.
2. The County will take all necessary affirmative steps to ensure that minority businesses, women’s business enterprises and labor surplus area firms are used when possible. These steps will include all steps described in Uniform Guidance section 200.321.
3. The costs or prices based on estimated costs for contracts will only be allowable to the extent that they would be allowable under CFR Part 200, Subpart E-Cost Principles.

4. Contracts shall not be in the form of “cost plus percentage of cost” or a “percentage of construction cost”.
5. For procurements greater than the Simplified Acquisition Threshold (including contract modifications), the County must perform a cost or price analysis prior to soliciting bids.
6. In compliance with Uniform Guidance, section 200.324, the County will make all necessary documentation available to the awarding federal agency or pass-through agency upon request to do so.

C. In addition to the provisions elsewhere in this document that define a sound and complete agreement, all contracts funded, in whole or in part, with federal funds shall contain the following procurement provisions, as applicable:

1. Contracts in excess of the Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
2. Contracts in excess of $10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
3. Bonding – for construction or facility improvement contracts exceeding the Simplified Acquisition Threshold:
    a. Bid guarantee from each bidder equivalent to five (5) percent of the bid price.
    b. Performance bond on the part of the contractor for 100 percent of the contract price.
    c. Payment bond on the part of the contractor for 100 percent of the contract price.
4. Preference for Recycled Products as described in Uniform Guidance section 200.322.
5. Equal Employment Opportunity.
6. Copeland "Anti-Kickback" Act for all contracts in excess of $2,000 for construction or repair.
7. Davis-Bacon Act for all construction contracts of more than $2,000.
8. Contract Work Hours and Safety Standards Act for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.
9. Rights to Inventions Made Under a Contract.
10. Clean Air Act and the Federal Water Pollution Control Act for contracts in excess of $150,000.
11. Byrd Anti-Lobbying Amendment – contractors who apply or bid for an award of $100,000 or more shall file the required certification.
12. Debarment and Suspension – contracts shall not be made with parties listed on the government-wide exclusions in the System for Award Management (SAM).

VIII. SETTLEMENT OF CONTRACT ISSUES/DISPUTES

A. Responsibility for Settlement of Contract Issues/Disputes

The Board of Commissioners alone will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. The federal/State government will not substitute its judgment for that of the

Board of Commissioners, unless the matter is primarily a federal/State concern. Violations of the law will be referred to the local, State, or federal authority having proper jurisdiction.

B. Written Protest Procedures

Rowan County shall have written protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest. All protest decisions must be in writing. A protester must exhaust all administrative remedies with Rowan County before pursuing further legal action.

1. Authority - The Board of Commissioners has final authority to resolve protest, disputes, and complaints arising from the solicitation, award, or performance of a contract.
2. Protest of Requirements Prior to Award - The solicitation document shall provide potential bidders with the opportunity to take exception to specifications and/or requirements. Protests of requirements received after the time identified in the solicitation document shall be considered untimely and shall be rejected.
3. Protest of Award - If, prior to award of contract, a protest is received in writing and filed on the grounds that the award is not in conformance with the provisions of the solicitation document, the contract or award shall not be awarded until the protest has been withdrawn or a decision has been reached by the County. Complaints lodged by a bidder prior to award may be resolved informally. However, in the event that the matter is not resolved, bidders shall be advised of the timeframe for submitting a full and complete formal statement of the grounds for the protest within the timeframes specified in the solicitation document.
4. Decisions - The County Manager shall review the merits and timeliness of the protest and ensure that a decision in writing is submitted within a reasonable period of time following receipt of the protest. The County shall issue a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The decision of the County is final.
5. Disputes Subsequent to Award - Disputes subsequent to award may include, but not be limited to, contention over terms, pricing, payment, scope and/or deliverables. A dispute resolution and escalation clause, describing resolution procedures and the appropriate parties to which the matter may be escalated, may be included in solicitation documents and contracts, as applicable.

IX. CONFLICTS OF INTEREST

The County shall maintain a written code of standards of conduct (conflict of interest policy) governing the performance of their employees. These standards will be relayed to all members in writing and the County will obtain each member's signature to acknowledge their review, understanding, and acceptance of the policy. See Attachment D for conflict of interest policy.

GS 14-234 includes a general prohibition against any public official having a personal interest in any contract to which they are a party in their official capacity. Four types of transactions are exempt from this general prohibition if proper procedures are followed: doing business with a bank, with a savings and loan association, with a regulated utility, and with needed persons who receive benefits under state or federal assistance programs. The statute does allow for additional exemptions but members of Rowan County elected boards and appointed boards are not exempt due to the population of Salisbury. As an entity, we will not be able to purchase or contract with members of these boards if the board member has a personal interest in the contract in their official capacity.

Exemption procedures are very narrowly drawn and we will not attempt to exempt any of our elected officials or appointed board members.

X. GIFTS AND FAVORS

It is unlawful for a contractor, subcontractor, or supplier who, with respect to any public agency, (1) has a current contract; (2) has performed under a contract within the past year; or (3) anticipates bidding on a future contract to make gifts or favors to any officer or employee of the agency. It is also unlawful for the officer or employee to accept any such gift or favor.

Receiving or giving of gifts or favors is not in the best interest of The County. Therefore, no officials or employee of the County shall:

1. accept any gift, favor or thing of value that may tend to influence them in the discharge of their duties; or
2. grant, in the discharge of their duties, any improper favor, service, or thing of value.

ATTACHMENT A
Purchase Order Workflow

ATTACHMENT B
Contract Workflow

ATTACHMENT C
Types of Procurement Flowcharts

ATTACHMENT D

Conflict of Interest Policy

Conflict of Interest

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the County shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in or could receive a tangible personal benefit from a firm considered for a contract:

- The employee, officer, agent, or Board member,
- Any member of their immediate family,
- Their partner, or
- An organization that employs, or is about to employ, any of the above.

Rowan County is not able to purchase or contract with members of Rowan County elected boards and/or appointed boards if the board member has a personal interest in the contract in their official capacity.

Any officer, employee or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict involving federal funds shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

Violations

Any employee that violates this Conflict of Interest policy will be subject the disciplinary action, up to and including termination. Any contractor violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT E

Acknowledgment of Procurement Policy

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

Signature: _____ Date: _____

Printed Name: _____

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY

Procurement Policy

August 2018
Revised June 7, 2021
Revised September 20, 2021
Revised November 1, 2021

TABLE OF CONTENTS

INTRODUCTION 3

I. RESPONSIBILITY, AUTHORITY, AND FUNDAMENTAL POLICY 4

II. PURCHASE OF GOODS 5

III. CONSTRUCTION OR REPAIR SERVICES 6

IV. PROCUREMENT OF SERVICES 8

V. EXCEPTIONS TO COMPETITIVE BIDDING 9

VI. THE PURCHASING PROCESS 10

VII. FEDERAL SPECIFIC REGULATIONS 12

VIII. SETTLEMENT OF CONTRACT ISSUES/DISPUTES 14

IX. CONFLICTS OF INTEREST 15

X. GIFTS AND FAVORS 15

PURCHASE ORDER WORKFLOW ATTACHMENT A

CONTRACT WORKFLOW ATTACHMENT B

TYPES OF PROCUREMENT FLOWCHARTS ATTACHMENT C

CONFLICT OF INTEREST POLICY ATTACHMENT D

ACKNOWLEDGEMENT OF PROCUREMENT POLICY ATTACHMENT E

INTRODUCTION

The purpose of this Policy is to establish guidelines for the procurement of goods and services by County officials and employees for any County office, service area, department, division, board, commission or other organizational unit of the County. Rowan County's procurement operations are governed by North Carolina General Statutes ("N.C.G.S.") Chapter 143 (State Departments, Institutions and Commissions), Chapter 153A (Counties), Chapter 159 (Local Government Finance), ordinances approved by the Rowan County Board of Commissioners, and all other applicable laws, rules, regulations, codes, standards, and orders of governmental bodies, agencies authorities and courts having jurisdiction ("Applicable Law"). When federal funds are involved, these policies have been drafted to conform to the requirements in the Code of Federal Regulations (CFR) Title 2, Subtitle A, Chapter II, Part 200 (commonly referred to as the Uniform Guidance). Specifically, the procurement guidelines may be found in sections 200.317 through 200.326; *49CFR19*; *Federal Transit Administration (FTA) Circular 4220.1D, Third Party Contracting Requirements; North Carolina General Statute 143-129;* and *North Carolina State Management Plan for The Nonurbanized Area Formula Program, Section 5311*.

The policies contained herein are intended to establish a baseline for compliance with federal and State law and Board policy. It is the responsibility of the County Commissioners to determine the disposition of any issue not specifically addressed herein or otherwise prescribed in law or regulation.

Rowan County's procurement practices are based on the principle of open competition with the goal of securing value and promoting fairness. All Employees involved in the procurement process have a responsibility to provide fiscal stewardship when expending County funds. The taxpayers entrust County government to expend money in the most efficient and effective manner possible. The integrity of the procurement process must be maintained at all times.

The Board of Commissioners is committed to maintaining high standards of performance based upon fair, ethical and professional business practices and welcomes recommendations for improvements to conformance, quality, and efficiency standards. Any such recommendations should be submitted in writing to the Chairperson, Rowan County Board of Commissioners.

I. RESPONSIBILITY, AUTHORITY AND FUNDAMENTAL POLICY

The County Manager has the authority for the County of Rowan to enter into grant agreements and to purchase property and services and to enter into third-party contracts on behalf of the County of Rowan and the Board of Commissioners (Board).

A. Delegation

1. The Finance Director has been delegated authority from the Board to purchase goods, property and services. The Assistant County Manager/CIO and Assistant County Manager/Human Resources Director have been delegated authority to enter into third-party contracts on behalf of Rowan County in the absence of the County Manager.
2. The Finance Director has been delegated authority from the Board to approve and submit requests for reimbursements on behalf of Rowan County.
3. The Department of Social Services (DSS) Director has been delegated authority from the Board to purchase goods, property and services related to serving children and families under $90,000. However, such purchases shall follow all aspects of the purchasing policy. The DSS Director's authority does not include services for architect, engineer or surveyor; construction projects; or legal fees (see VI. B).
4. The Public Health Director has been delegated authority from the Board to purchase goods, property and services related to providing public health services under $90,000. However, such purchases shall follow all aspects of the purchasing policy. The Public Health Director's authority does not include services for architect, engineer or surveyor; construction projects; or legal fees.

B. Delegation to the Purchasing Director

1. The Purchasing Director has received delegated authority from the Board to conduct competitive procurements to purchase, lease, or license property goods and services in accordance with Board policy and law.
2. The Purchasing Director has received delegated authority from the Board to approve contracts $10,000 and under. This includes change orders that are $10,000 and under that are within the contingency amount. This does not include services for architect, engineer, surveyor or legal fees (see VI. B).
3. The Purchasing Director has received delegated authority from the Board to approve contracts under $90,000 being administered by Salisbury Community Development Corporation.

C. Delegated authority is subject to the condition that certain of these transactions be submitted to the Board for review and approval.

Transactions that require prior Board approval are as follows:

1. Any transaction which exceeds $90,000;
2. Any transaction awarded with sole source or piggybacking.

D. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

1. Unreasonable requirements will not be placed on firms in order for them to qualify to do business.

2. The County will be alert to organizational conflicts of interest.
3. The County will be alert to noncompetitive practices among contractors that may restrict or eliminate competition.
4. Unnecessary experience and excessive bonding requirements will not be placed on firms.
5. Contracts will not be awarded to consultants simply because they may be on a retainer contract with the County.
6. Contractors that develop or draft specifications/requirements shall be excluded from competing for such procurements.
7. Except in cases where a product of a specified brand name is the only product that can properly meet the needs of a requester, the drafting or application of specifications or bid requirements that directly or indirectly limit the bidding to a single brand is prohibited. A "brand name or equal" is a competitive process that allows bidders to propose equivalent items. The County will not specify only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered.
8. Awards shall be made to the lowest responsive and responsible bidder. While determining "responsible", the County will consider factors, including but not limited to, most advantageous to the County, price, and quality.
9. Solicitations shall clearly state all requirements.

E. Basis for Bid Rejection

In sealed bidding, there is generally no further modification of material terms: The County either accepts one of the offers or rejects all bids. In the other procurement methods, the County may request or receive additional offers before accepting one. Bid responsiveness involves the question of whether the bid as submitted, represents an unequivocal offer to do exactly what the County has specified, so that acceptance of the bid will bind the contractor to meet the County's requirements in all material aspects. Any and all bids judged to be nonresponsive must be rejected. The County will properly document the reason for any bid rejection.

F. The County will ensure that:

1. Unnecessary or duplicate items are not purchased.
2. Analysis is made of lease and purchase alternatives, as appropriate, to determine the most economical and practical procurement.
3. The type of procurement instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be appropriate for the particular procurement. "Time and material" contracts are strictly prohibited unless specifically approved by the Rowan County Board of Commissioners.
4. Procurement documents and records are retained according to NC DNCR records management policy located on https://www.ncdcr.gov/resources/records-management.

II. PURCHASE OF GOODS

The following provisions apply to the purchase of apparatus, supplies, materials, and equipment.

A. Formal Purchases Greater Than or Equal To $90,000

Such purchases shall be subject to formal bidding pursuant to N.C.G.S. 143-129. The contract for any such purchase, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Procurement documents and records are retained according to NC DNCR records management policy located on https://www.ncdcr.gov/resources/records-management.
2. Advertisement for the bid must be published at least once, seven (7) days prior to opening in local newspaper
3. Bids must be received sealed
4. Public bid opening is required, but may use reverse auction or electronic bidding
5. At least three (3) suppliers solicited and 2 responses required
6. Board approval required
7. Public record when opened
8. Purchase Order must follow the workflow chart in Attachment A.

B. Informal Purchase Greater Than or Equal To $5,000 but Less Than $90,000
Such purchases shall be subject to informal bidding pursuant to N.C.G.S. 143-131. The contract for any such purchase, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Must solicit multiple quotes, 2 responses required
2. Must keep a written record of all bids received
3. Requests must be approved by Department Director
4. Records are not public until contract awarded
5. Purchase Order must follow the workflow chart in Attachment A.

C. Purchases Less Than $5,000

Such purchases are made without soliciting either formal or informal bids. County Departments are encouraged to solicit multiple quotations (verbal or written), and document such, to ensure the lowest available price. This will ensure fiscal stewardship when expending County funds. If purchase is over $1,000 a Purchase Order must be entered follow the workflow chart in Attachment A.

III. CONSTRUCTION OR REPAIR SERVICES

The following provisions apply to contracts for construction or repair services.

A. Formal Construction or Repair Services Greater Than or Equal To $300,000

Such services shall be subject to formal bidding pursuant to N.C.G.S. 143-129. The contract for any such service, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Advertisement for the bid must be published at least once, seven (7) full calendar days prior to opening in local newspaper
2. Bids must be received sealed
3. Public bid opening is required
4. Minimum of three (3) bids is required. Statute allows for re-bid if three (3) bids are not received and award without three (3) bids on re-bid
5. Bid bond/deposit required 5% of bid amount
6. Performance and payment bonds required 100% of bid amount for any project
7. Separate specifications required for plumbing, electrical, HVAC, and general work (building construction only)
8. Must be licensed general contractor
9. Board approval required
10. Dispute resolution required
11. HUB participation goals good faith efforts to reach goals; bidders submit affidavits; report to HUB office (building construction only)
12. Public record when opened
13. Contract must follow the workflow chart in Attachment B.

B. Informal Construction or Repair Services Greater Than or Equal To $90,000 but less than $300,000

Such services shall be subject to informal bidding pursuant to N.C.G.S. 143-131. The contract for any such service, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Written quotes must be solicited from at least three (3) bidders; award if more than 1 bid received; if only 1 bid received rebid and then award.
2. Must be licensed general contractor
3. Must keep record of all bids received
4. Board approval required
5. Dispute resolution required
6. Good faith efforts documented and reported to HUB office $100,000 - $299,999 (building construction only)
7. Not subject to public record until awarded
8. Contract must follow the workflow chart in Attachment B.

C. Informal Construction or Repair Services Greater Than or Equal To $5,000 but less than $90,000

Such services shall be subject to informal bidding pursuant to N.C.G.S. 143-131. The contract for any such service, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Written quotes must be solicited from at least three (3) bidders; award if more than one (1) bid received; if only one (1) bid received rebid and then award.
2. Must be licensed general contractor if over $30,000
3. Must keep record of all bids received

4. Dispute resolution required
5. HUB participation goals document good faith efforts; report to HUB office (building construction only)
6. Not subject to public record until awarded if over $30,000 and under $90,000.
7. Contract must follow the workflow chart in Attachment B.

D. Informal Construction or Repair Services Less Than $5,000

Such services are made without soliciting either formal or informal bids. County Departments are encouraged to solicit multiple quotations (verbal or written), and document such, to ensure the lowest available price. This will ensure fiscal stewardship when expending County funds. If services are over $1,000 a Contract must be entered and follow the workflow chart in Attachment B.

IV. PROCUREMENT OF SERVICES

The following provisions apply to contracts for services. If a master agreement is in place and continued maintenance is only available from the vendor associated with the master agreement, then additional quotes may not be required if agreed upon with the Purchasing Director.

A. Architectural, Engineering, and Surveying Services

Such services shall be procured using the Request for Qualification (RFQ) process established pursuant to N.C.G.S. 143-64.31-34.

1. Geographic location may be a selection criterion in procurements for these services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
2. Selection shall be based on qualification and competence.
3. Price negotiation is conducted with the most qualified offer
4. Exemption from RFQ process:
   a. Estimated fee is greater than $20,000 but less than $50,000, the above procedures may be waived by the Board of County Commissioners in compliance with N.C.G.S. 143-64.31.
   b. Estimated fee is to be below $20,000, the County Manager may grant exemptions in compliance with N.C.G.S. 143-64.31.
   c. The exemption is on a case by case basis and will require a memo be keep on file of the exemption. Purchasing Department will assist with the needed memo.
5. Contract must follow the workflow chart in Attachment B.

B. Other Services Greater Than or Equal To $90,000

Formal Request for Proposals are used when a service or Information Technology (IT) service to be procured is such that a complete, adequate and realistic specification cannot be developed. The Purchasing Director shall be responsible for ensuring that:

1. Proposals are solicited from an adequate number of qualified sources, preference is three (3), to permit reasonable competition consistent with the nature and requirements of the procurement.

2. The RFP shall be publicized on County website and reasonable requests by other sources to compete shall be honored to the maximum extent practicable;
3. The RFP identifies all significant evaluation factors, including price or cost where required and their relative importance;
4. Proper mechanisms are in place for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award;
5. Award may be made by the Board of County Commissioners to the responsible offeror whose proposal will be most advantageous to the County, price and other factors considered.
6. Procurement records accurately document each step of the process, including but not limited to, an explanation of the basis for selection of the contractor, including the evaluation criteria and the results of the County's technical evaluation; a list of all proposals received; and a cost breakdown for the proposed contract proposal.
7. Unsuccessful offerors should be notified promptly that their proposal was not accepted.
8. Board approval is required.
9. Contract must follow the workflow chart in Attachment B.

C. Other Services Greater Than or Equal To $5,000 but Less Than $90,000

Informal Request for Quotes are used when a service or Information Technology (IT) service to be procured is such that a complete, adequate and realistic specification cannot be developed. These can be obtained through email. The Purchasing Director will determine if the Board needs to be notified before RFP is released. The Purchasing Director shall be responsible for ensuring that:

1. Quotes are solicited from an adequate number of qualified sources, preference is three (3), to permit reasonable competition consistent with the nature and requirements of the procurement.
2. Proper mechanisms are in place for technical evaluation of the quotes received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award;
3. Award may be to the responsible offeror whose quotes will be most advantageous to the County, price and other factors considered. If multiple responses are not received documentation showing adequate number solicited must be provided to Purchasing Director.
4. Procurement records accurately document each step of the process, including but not limited to, an explanation of the basis for selection of the contractor, including the evaluation criteria and the results of the County's technical evaluation; a list of all quotes received; and a cost breakdown for the proposed contract proposal.
5. Unsuccessful offerors should be notified promptly that their proposal was not accepted.
6. Contract must follow the workflow chart in Attachment B.

D. Other Services Less Than $5,000

Such services are made without soliciting either formal or informal bids. County Departments are encouraged to solicit multiple quotations (verbal or written), and document such, to ensure the lowest available price. This will ensure fiscal stewardship when expending County funds. Any service over $1,000 must follow the Contract workflow chart in Attachment B.

V. EXCEPTIONS TO COMPETITIVE BIDDING

N.C.G.S. 143-129 allows for some exceptions to competitive bidding. Board approval will be required for all items over $90,000 per I.C.1. above, others may require Board approval per N.C.G.S.

A. Sole Source N.C.G.S. 143-129(e)(6)
   To award a noncompetitive proposal the Department Director must present to the Board of Commissioners as to why a "sole source" is justified. Board approval is required if $5,000 or more.
B. Emergencies N.C.G.S. 143-129(e)(2)
C. Fuel Purchases N.C.G.S. 143-129(e)(5)
D. State & Federal Contracts N.C.G.S. 143-129(e)(7),(e)(9),(e)(9a)
E. Piggybacking N.C.G.S. 143-129(g)
   Board approval is required at any price point.
F. Group Purchasing Programs N.C.G.S. 143-129(e)(3)
G. Purchases from other units of government N.C.G.S. 143-129(e)(1)
H. Used Items N.C.G.S. 143-129(e)(10)

VI. THE PURCHASING PROCESS

There are four (4) methods of making a purchase for the County. 1) Procurement Card (p-card) or Fuel Card 2) Check Request 3) Purchase Order including blanket PO or 4) Contract Encumbrance. Each of these methods will be explained in this section.

A. Procurement Cards and Fuel Cards

Procurement cards enable a unit to make small purchases more quickly and efficiently by minimizing paperwork and processing time. These cards are used for small purchase under $1,000. These purchases should not be divided to avoid getting quotes/bids. Fuel Cards are assigned to each County vehicle. Purchasing and Finance Departments will monitor these purchases and notify departments of any concerns. For more information please see procurement and fuel card policy. https://www.rowancountync.gov/260/Finance

B. Check Request

The following items, and any additional items agreed upon by both the Finance and Purchasing Directors, represent types of purchases that do not require a purchase order or contract entry to be paid. Approval of the Purchasing Director is not required. P-card is the preferred method of purchase for these items. A Check Request is used for these items when it is not possible to use a p-card. See Finance Policy for additional information. https://www.rowancountync.gov/260/Finance

Below is a list of acceptable check request items:

- Utility bills (telephone, electricity, water, natural gas, etc.)
- Travel reimbursement for employees
- Public assistance payments
- School health and prenatal payments
- Medical, psychological and veterinarian billings

- Legal Fees, defined as legal representation by a law firm not daily operations of DSS, if approved by County Manager
- Court Cost
- Withholding taxes and other payroll deductions
- Reimbursement of Petty Cash accounts
- Purchases under $1,000 that cannot be place on a p-card
- Postage
- Food and beverage for concessions at parks and jail, food for jail and meal sites
- Library books and periodical purchases including audio and visuals
- Dues and subscriptions
- Fuel Purchases
- Legal Advertisements
- School funding
- Budget Appropriations
- Debt payments
- Refunds
- Property tax turnover
- Tire Tax Reimbursement
- Other various taxes (sales, vehicle, conveyance, airport fuel)
- Volunteer Assignment Payments

C. Purchase Orders

All purchases for apparatus, supplies, materials, services and other goods $1,000 and over must be submitted for issuance of a purchase order before purchased. If items are purchased without a purchase order the employee is subject to disciplinary action and may be personally liable for the payment [G.S. 159-28(e)].

The purchase order is electronically generated within the accounting software. Purchase Order workflow chart Attachment A.

1. Blanket Purchase Orders

   A blanket purchase order is used to make repetitive purchases from a single vendor over a period of time. The blanket order establishes an initial encumbrance amount which cannot be exceeded. The use of the blanket purchase order must be authorized by the Purchasing Director/Designee.

   a. The blanket order is processed in exactly the same manner as a purchase order.
   b. No blanket order may exceed $10,000, unless agreed upon by Finance and Purchasing Directors.
   c. All blanket purchase orders will be liquidated at the end of each fiscal year.

D. Contracts

All contracts entered into by the County must be properly reviewed before being executed. This review process will consist of the following steps:

1. All contracts/contract requests will be submitted to the Purchasing Director/Designee

2. The Purchasing Director/Designee shall determine if the contract needs Board approval prior to initiating the contract workflow. No one other than the Purchasing Director/Designee may submit contracts for Board approval.
3. The Purchasing Director/Designee will initiate the contract workflow. See Attachment B. This will include preaudit as required by General Statute.
4. Once the contract is executed, the Purchasing Director/Designee will distribute to the Department and put on the County website.
5. Departments will review all contracts, including maintenance and software agreements, once every five (5) years to determine if the contract is still advantageous for the County. This review should include a detail memo with cost analysis, if necessary, to show why Department is choosing to stay with the current vendor.

E. Vendors

Each department is required to obtain sufficient information from a vendor at the time of purchase to assist the Purchasing and Finance Department in issuing a purchase order and paying the obligation. Vendor numbers will be assigned by the Finance Department when the required information, including W-9, is submitted. Additional information on vendors can be found in the Finance Policy. https://www.rowancountync.gov/260/Finance

F. SURPLUS PROPERTY

In the event County property becomes surplus to the County's needs due to obsolescence, end of useful life, etc., such property is disposed of by means most advantageous to the County. Surplus property is handled by the Finance Department. Please see Finance Policy for additional information https://www.rowancountync.gov/260/Finance.

VII. FEDERAL SPECIFIC REGULATIONS

Written procurement procedures are a requirement of the Uniform Guidance. After adoption by the Board, these procedures will be reviewed annually by the Finance Director and the Purchasing Director/Designee and updated as required. In addition to the provisions noted elsewhere in this policy, all purchases funded, in whole or in part, with funds from any federal agency shall comply with the rules and regulations contained in the Code of Federal Regulations (CFR) Title 2, Subtitle A, Chapter II, Part 200 (commonly referred to as the Uniform Guidance). Specifically, the procurement guidelines may be found in sections 200.317 through 200.326. To be in compliance, all purchases funded, in whole or in part, with federal funds shall comply with the additional requirements below, as applicable:

A. All purchases (goods and services) must comply with the following thresholds:

1. "Micro-purchase" is defined in 48 CFR2.2101. This threshold may change from time to time. The Purchasing Director will be responsible for ensuring that current thresholds are followed. At the time this policy was adopted, the "micro-purchase" amount is $10,000. However, the local threshold of $5,000 is more restrictive. Therefore, purchases less than the more restrictive local threshold of $5,000 may be purchased without soliciting competitive quotes (informal or formal) if the County considers the price to be reasonable. The purchases must be, to the extent practicable, distributed among qualified suppliers.

2. Purchases of non-construction goods greater than the more restrictive local threshold of $5,000 but below $90,000 (the more restrictive State threshold) may be purchased using price quotes from at least 3 vendors (unless the state or federal granting agency specifies a more stringent requirement). The quotes must be approved by the Department Director/Designee.
3. Purchase of any services or construction related goods above $5,000 (the more restrictive local threshold) but below the Simplified Acquisition Threshold (small purchase), may be purchased using price quotes from at least 3 vendors (unless the state or federal granting agency specifies a more stringent requirement). The quotes must be approved by the Department Director/Designee. The Simplified Acquisition Threshold is defined in 48 CFR2.2101. This threshold may change from time to time. The Purchasing Director will be responsible for ensuring that current thresholds are followed. At the time this policy was adopted, the Simplified Acquisition Threshold is $250,000.
4. Purchases of non-construction goods above $90,000 (the more restrictive State threshold) must have formal sealed bids that comply with Section II. A. of this policy. The contract awarded will be a firm fixed price contract. Selection must be principally based on price and 2 or more bidders must be willing and able to compete effectively for the business.
5. Purchases of services above the Simplified Acquisition Threshold must be purchased by sealed bids Section II. A. or Section IV. B. of this policy. The contract awarded will be a firm fixed price contract. Selection must be principally based on price and 2 or more bidders must be willing and able to compete effectively for the business. Competitive RFPs can only be used when complete adequate and realistic specification or purchase description is not available.
6. Construction-related purchases above the Simplified Acquisition Threshold must be purchased by sealed bids that comply with Sections III. A. or III. B of this policy and the bonding requirements in Section VII. C. 3. below. The contract awarded will be a firm fixed price contract. Selection must be principally based on price and 2 or more bidders must be willing and able to compete effectively for the business.
7. Purchases of Architectural and Engineering (A/E) services may be purchased using Section IV. A. of this policy, as well as all the "federal specific" requirements identified in Sections VII. B. and VII. C.
8. To ensure compliance with the Uniform Guidance for purchases in excess of the "micro-purchase" threshold, the County shall not purchase goods or services using an existing contract that was negotiated by the County or any other State or Local government for a prior, separate transaction (commonly referred to as "piggybacking"). The County may use existing State Contracts for items over the "micro-purchase" threshold only if the contract was bid in compliance with the Uniform Guidance.

B. Any purchase funded, in whole or in part, with federal funds must also comply with the following provisions or more restrictive State or local policy:

1. The procurement must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of the bids or proposals, except in those cases where federal Statutes expressly mandate or encourage geographic preference.
2. The County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. These steps will include all steps described in Uniform Guidance section 200.321.
3. The costs or prices based on estimated costs for contracts will only be allowable to the extent that they would be allowable under CFR Part 200, Subpart E-Cost Principles.

4. Contracts shall not be in the form of “cost plus percentage of cost” or a “percentage of construction cost”.
5. For procurements greater than the Simplified Acquisition Threshold (including contract modifications), the County must perform a cost or price analysis prior to soliciting bids.
6. In compliance with Uniform Guidance, section 200.324, the County will make all necessary documentation available to the awarding federal agency or pass-through agency upon request to do so.

C. In addition to the provisions elsewhere in this document that define a sound and complete agreement, all contracts funded, in whole or in part, with federal funds shall contain the following procurement provisions, as applicable:

1. Contracts in excess of the Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
2. Contracts in excess of $10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
3. Bonding – for construction or facility improvement contracts exceeding the Simplified Acquisition Threshold:
    a. Bid guarantee from each bidder equivalent to five (5) percent of the bid price.
    b. Performance bond on the part of the contractor for 100 percent of the contract price.
    c. Payment bond on the part of the contractor for 100 percent of the contract price.
4. Preference for Recycled Products as described in Uniform Guidance section 200.322.
5. Equal Employment Opportunity.
6. Copeland "Anti-Kickback" Act for all contracts in excess of $2,000 for construction or repair.
7. Davis-Bacon Act for all construction contracts of more than $2,000.
8. Contract Work Hours and Safety Standards Act for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.
9. Rights to Inventions Made Under a Contract.
10. Clean Air Act and the Federal Water Pollution Control Act for contracts in excess of $150,000.
11. Byrd Anti-Lobbying Amendment – contractors who apply or bid for an award of $100,000 or more shall file the required certification.
12. Debarment and Suspension – contracts shall not be made with parties listed on the government-wide exclusions in the System for Award Management (SAM).

VIII. SETTLEMENT OF CONTRACT ISSUES/DISPUTES

A. Responsibility for Settlement of Contract Issues/Disputes

The Board of Commissioners alone will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. The federal/State government will not substitute its judgment for that of the

Board of Commissioners, unless the matter is primarily a federal/State concern. Violations of the law will be referred to the local, State, or federal authority having proper jurisdiction.

B. Written Protest Procedures

Rowan County shall have written protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest. All protest decisions must be in writing. A protester must exhaust all administrative remedies with Rowan County before pursuing further legal action.

1. Authority - The Board of Commissioners has final authority to resolve protest, disputes, and complaints arising from the solicitation, award, or performance of a contract.
2. Protest of Requirements Prior to Award - The solicitation document shall provide potential bidders with the opportunity to take exception to specifications and/or requirements. Protests of requirements received after the time identified in the solicitation document shall be considered untimely and shall be rejected.
3. Protest of Award - If, prior to award of contract, a protest is received in writing and filed on the grounds that the award is not in conformance with the provisions of the solicitation document, the contract or award shall not be awarded until the protest has been withdrawn or a decision has been reached by the County. Complaints lodged by a bidder prior to award may be resolved informally. However, in the event that the matter is not resolved, bidders shall be advised of the timeframe for submitting a full and complete formal statement of the grounds for the protest within the timeframes specified in the solicitation document.
4. Decisions - The County Manager shall review the merits and timeliness of the protest and ensure that a decision in writing is submitted within a reasonable period of time following receipt of the protest. The County shall issue a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The decision of the County is final.
5. Disputes Subsequent to Award - Disputes subsequent to award may include, but not be limited to, contention over terms, pricing, payment, scope and/or deliverables. A dispute resolution and escalation clause, describing resolution procedures and the appropriate parties to which the matter may be escalated, may be included in solicitation documents and contracts, as applicable.

IX. CONFLICTS OF INTEREST

The County shall maintain a written code of standards of conduct (conflict of interest policy) governing the performance of their employees. These standards will be relayed to all members in writing and the County will obtain each member's signature to acknowledge their review, understanding, and acceptance of the policy. See Attachment D for conflict of interest policy.

GS 14-234 includes a general prohibition against any public official having a personal interest in any contract to which they are a party in their official capacity. Four types of transactions are exempt from this general prohibition if proper procedures are followed: doing business with a bank, with a savings and loan association, with a regulated utility, and with needed persons who receive benefits under state or federal assistance programs. The statute does allow for additional exemptions but members of Rowan County elected boards and appointed boards are not exempt due to the population of Salisbury. As an entity, we will not be able to purchase or contract with members of these boards if the board member has a personal interest in the contract in their official capacity.

Exemption procedures are very narrowly drawn and we will not attempt to exempt any of our elected officials or appointed board members.

X. GIFTS AND FAVORS

It is unlawful for a contractor, subcontractor, or supplier who, with respect to any public agency, (1) has a current contract; (2) has performed under a contract within the past year; or (3) anticipates bidding on a future contract to make gifts or favors to any officer or employee of the agency. It is also unlawful for the officer or employee to accept any such gift or favor.

Receiving or giving of gifts or favors is not in the best interest of The County. Therefore, no officials or employee of the County shall:

1. accept any gift, favor or thing of value that may tend to influence them in the discharge of their duties; or
2. grant, in the discharge of their duties, any improper favor, service, or thing of value.

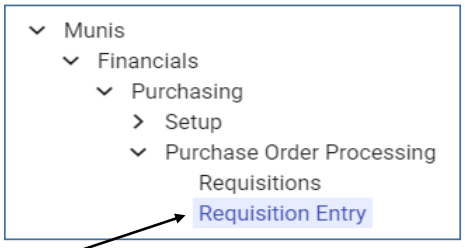
ROWAN COUNTY PROCUREMENT POLICY
REVISED NOVEMBER 1, 2021
ATTACHMENT A

Purchase Order Workflow

Obtain needed quotes/bids based on what is being

If vendor is new get required W-9 sent to Finance to have vendor added to Munis.

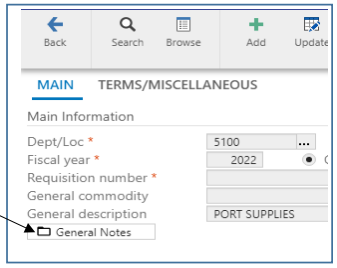
Go to Requisition Entry in Munis.



Complete Requisition Entry in Munis. Will this purchase be paid with a P-Card?

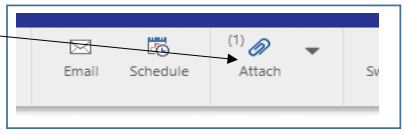
YES

Be sure to include a note if this purchase will be made with a P-Card under General Notes.



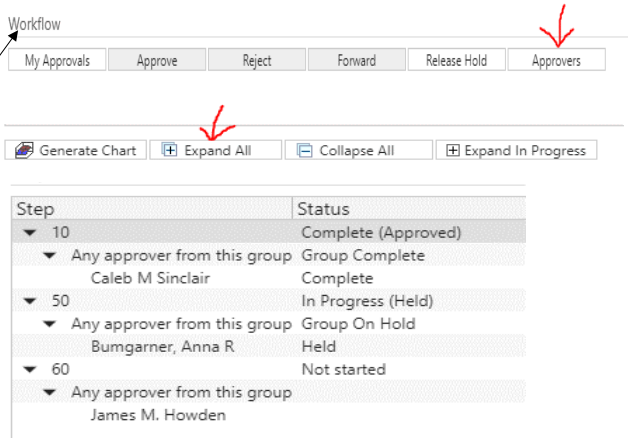
NO

Attach all quotes/bids in TCM.



Requisition will go through needed approvals within Munis. This includes Department Head approval, Purchasing, and Finance.

Workflow status can be viewed in Requisition Entery at bottom by clicking Approvers then Expand All

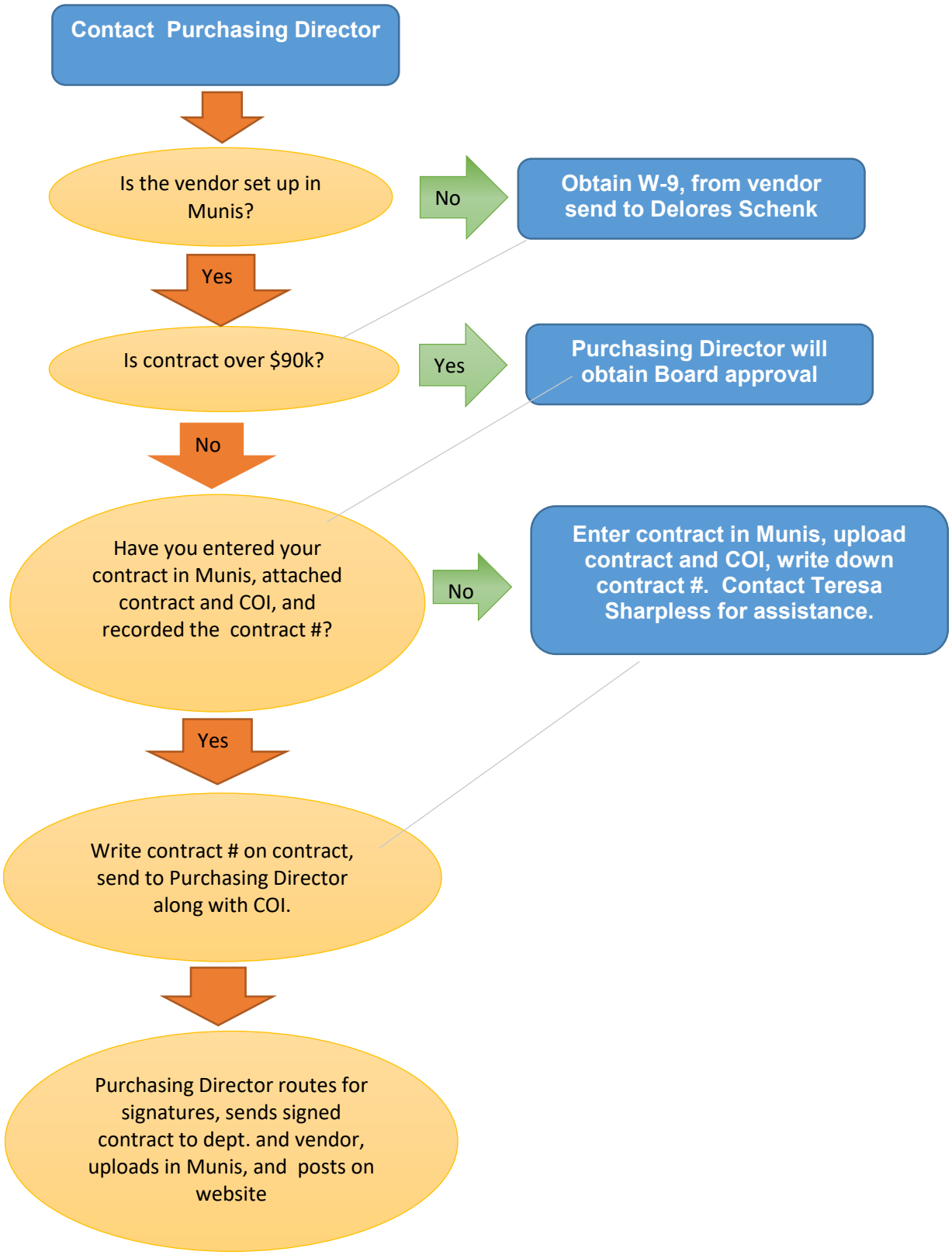


Once all approvals are complete the Requisitition is converted to a PO in the Munis System. The requisitioner is notified by email when the PO is converted.

The requisitioner will receive 2 emails. One is a copy marked Purchasing Copy for their records. The other will be the original to be forwarded to the Vendor. The original will have a page with terms and condidtions.

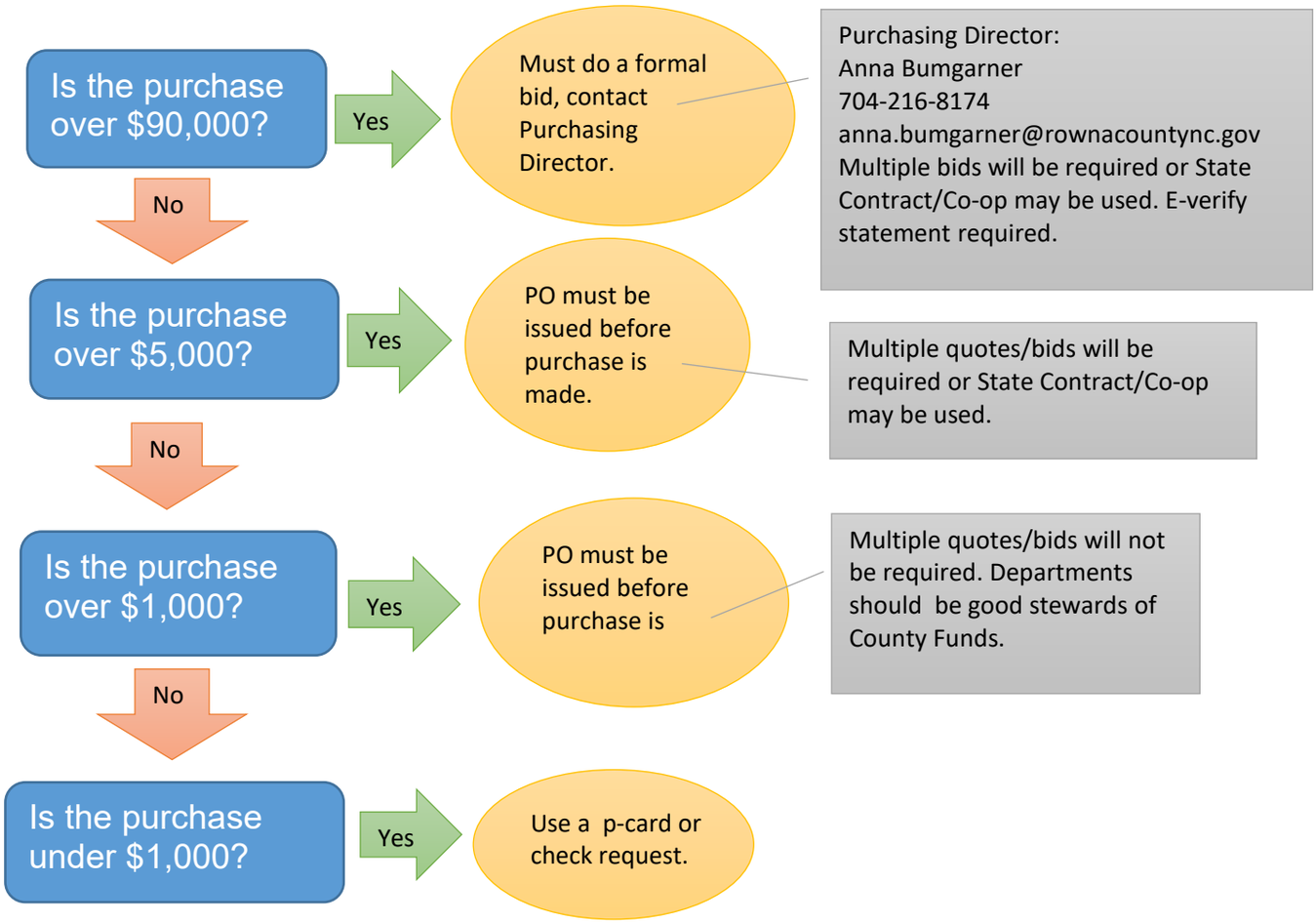
ROWAN COUNTY PROCUREMENT POLICY
REVISED NOVEMBER 1, 2021
ATTACHMENT B

Contract Workflow



ROWAN COUNTY PROCUREMENT POLICY
REVISED NOVEMBER 1, 2021
ATTACHMENT C
Types of Procurement Flowcharts

Purchase of Apparatus, Supplies, Materials and Equipment (Stuff)



Construction or Repair Contracts

Is the project over $300,000?

Yes

Must do a formal bid, contact Purchasing Director.

Purchasing Director
Anna Bumgarner
704-216-8174
anna.bumgarner@rowancountync.gov

No

Is the project over $90,000?

Yes

Licensed General Contractor, Written RFP, Contract, May require architect or engineer, contact Purchasing Director.

Three (3) bids will be required. Certificate of Insurance, E-Verify and Pre-audit required. If building construction HUB requirements.

Board approval is required, allow extra time.

No

Is the project

Yes

Licensed General Contractor is required. Written RFP or Specification will be required.

Multiple quotes/bids will be required. Certificate of Insurance and Pre-audit required. If building construction HUB

No

Is the projects over $5,000?

Yes

Written Contract or PO will be required.

Multiple quotes/bids will be required. COI and Pre-audit required. If Building construction HUB requirments.

No

Is the projects over $1,000?

Yes

Contract or PO required before work starts.

Multiple quotes/bids will not be required. COI and Pre-audit required. Departments should be good stewards of County Funds.

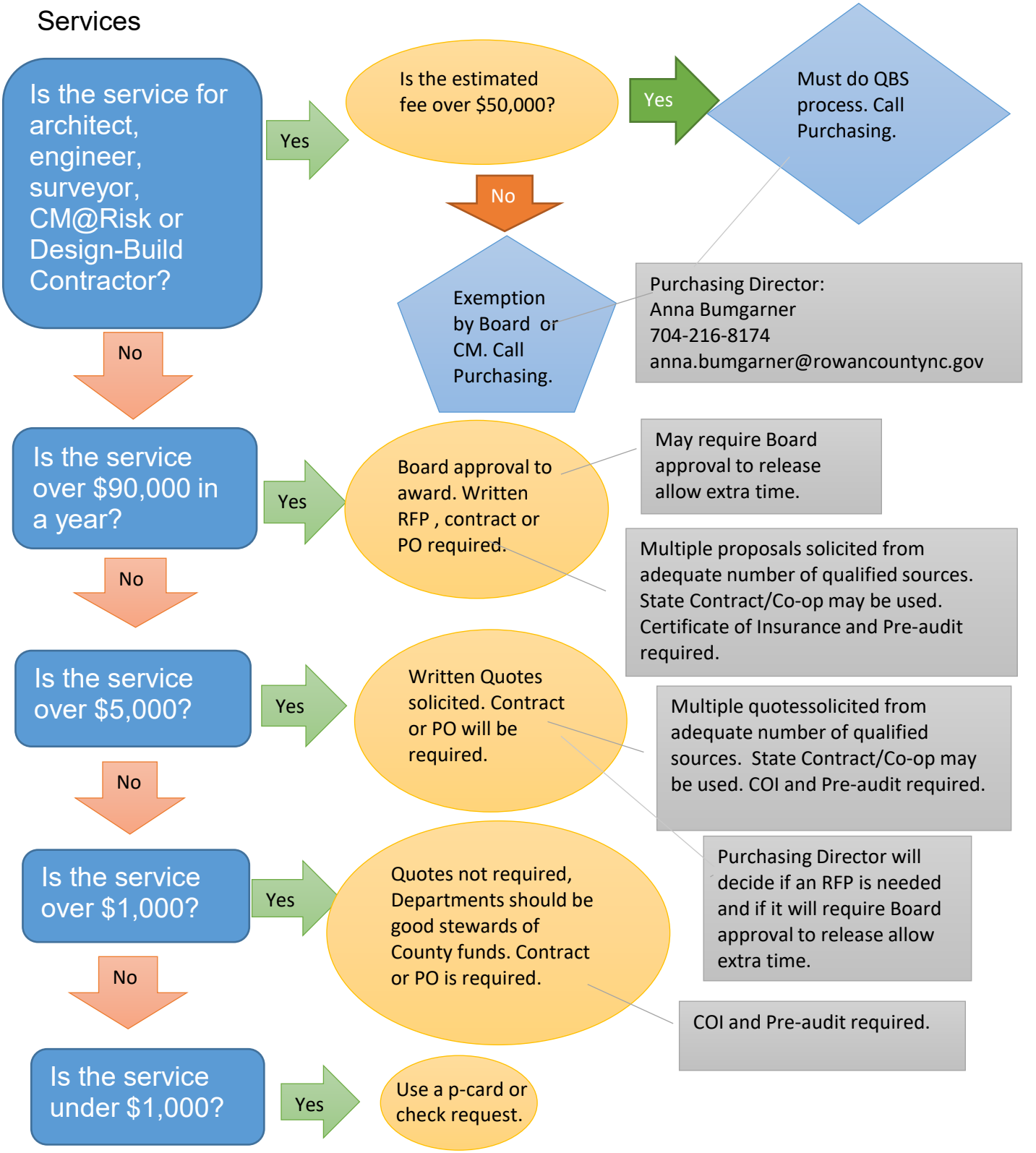
No

Is the projects under $1,000?

Yes

Use a p-card or check request.

Services


Is the service for architect, engineer, surveyor, CM@Risk or Design-Build Contractor?
Yes
Is the estimated fee over $50,000?
Yes
Must do QBS process. Call Purchasing.
No
Exemption by Board or CM. Call Purchasing.
Purchasing Director:
Anna Bumgarner
704-216-8174
anna.bumgarner@rowancountync.gov
No
Is the service over $90,000 in a year?
Yes
Board approval to award. Written RFP , contract or PO required.
May require Board approval to release allow extra time.
Multiple proposals solicited from adequate number of qualified sources. State Contract/Co-op may be used. Certificate of Insurance and Pre-audit required.
No
Is the service over $5,000?
Yes
Written Quotes solicited. Contract or PO will be required.
Multiple quotessolicited from adequate number of qualified sources. State Contract/Co-op may be used. COI and Pre-audit required.
No
Is the service over $1,000?
Yes
Quotes not required, Departments should be good stewards of County funds. Contract or PO is required.
Purchasing Director will decide if an RFP is needed and if it will require Board approval to release allow extra time.
COI and Pre-audit required.
No
Is the service under $1,000?
Yes
Use a p-card or check request.

ATTACHMENT D

Conflict of Interest Policy

Conflict of Interest

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the County shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in or could receive a tangible personal benefit from a firm considered for a contract:

- The employee, officer, agent, or Board member,
- Any member of their immediate family,
- Their partner, or
- An organization that employs, or is about to employ, any of the above.

Rowan County is not able to purchase or contract with members of Rowan County elected boards and/or appointed boards if the board member has a personal interest in the contract in their official capacity.

Any officer, employee or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict involving federal funds shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

Violations

Any employee that violates this Conflict of Interest policy will be subject the disciplinary action, up to and including termination. Any contractor violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT E

Acknowledgment of Procurement Policy

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

Signature: _____ Date: _____

Printed Name: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: October 25, 2021
SUBJECT: Lease Extension at 210 North Main Street for Department of Juvenile Justice

---

ATTACHMENTS:

Description	Upload Date	Type
Lease Extension	10/25/2021	Cover Memo

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the_____day of _____, 2021, by and between **COUNTY of ROWAN** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Salisbury, County of Rowan**, North Carolina, more particularly described as follows:

Being +/- 1,527 net Square Feet of Office Space Located at 210 N. Main Rowan County; Salisbury, North Carolina

DEPARTMENT OF PUBLIC SAFETY (Juvenile Justice)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) years** commencing on the **1st day of November, 2021** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of October, 2024.**

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **$1.00** dollars per term to be payable within five (5) days from receipt of invoice in triplicate. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.

C. All utilities except telephone.

D. Parking as available.

E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, ***with the Lessor's prior consent***, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises is destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, and during such period of repair the Lessee ***(with concurrence of the County)*** shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **130 W. Innes Street, Salisbury, North Carolina 28144** and the Lessee **at 3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland, Director
DPS Purchasing and Logistics

LESSOR:

_____ (SEAL)
The County of Rowan
Aron Church, County Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I,_____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Aaron Church,** personally came before me this day and acknowledged that s/he is the **Rowan County Manager**, and that by authority and given as an act of and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2021.

_____
Notary Public

My Commission Expires:

_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County of _____ and State aforesaid, do hereby certify that **Joanne Rowland,** personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2021.

_____
Notary Public

My Commission Expires:

_____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Ed Muire, Planning Director
DATE:	October 25, 2021
SUBJECT:	Z 08-21 [Okra Holdings, LLC] : Schedule Public Hearing for November 15, 2021

REQUEST
Birdseye Renewable Energy dba Okra Holdings, LLC has submitted a conditional district rezoning application (**Z 08-21**) for installation and operation of a utility scale solar energy system on six (6) parcels in the Gold Hill community.

The Rowan County Planning Board conducted a courtesy hearing for the application at its September 27, 2021 meeting and forwards a recommendation to deny the application based on its Statement of Reasonableness and Consistency (below).

Z 08-21 is not consistent with the Eastern Rowan Land Use Plan and is not reasonable based on the following:

1. ***There is another utility scale solar energy system less than 1 mile from the proposed site of this utility scale solar energy system.***
2. ***The solar plan recommendation set 50 fifty acres as the maximum area for a solar facility, but that could be exceeded if all preferences were met, but in this case, they were not met.***
3. ***The potentially high detrimental impact on the airport-based community that lies adjacent to the proposed site.***

The Staff Report, Z 08-21 Application and associated material are included as attachments for reference.

STAFF RECOMMENDATION
Schedule Public Hearing for November 15, 2021 meeting.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/25/2021	Cover Memo

Z 08-21 Application	10/25/2021	Backup Material
Applicant's Statement of Reasonableness & Consistency	10/25/2021	Backup Material
Site Plans	10/28/2021	Backup Material
NCDOT Driveway Permits	10/28/2021	Backup Material
Decommissioning Estimate and PE credentials	10/25/2021	Backup Material
Duke Energy interconnect agreement	10/27/2021	Backup Material
Glare Study	10/25/2021	Backup Material
NC Clearinghouse documents	10/25/2021	Backup Material
Deer Buster Fence Examples	10/28/2021	Backup Material
Emergency Action Plan	10/25/2021	Backup Material
Gold Hill Flats letter	10/25/2021	Backup Material
CPCN from NC Utilities Commission	10/25/2021	Backup Material
Alternative Buffer Simulation	10/28/2021	Backup Material

Please be certain to read all the Applicant's material associated with this request as Staff has only summarized it in some instances in this report

Rowan County Planning & Development
402 N. Main Street Room 204 Salisbury, NC 28144

Z 08-21 Staff Report

APPLICANT: Birdseye Renewable Energy dba Okra Holdings, LLC

PROPERTY OWNERS: James J. Schad; Tall Pines Investments, LLC (Sam Nash); Michael Thomas Barrier and Daniel Gillion Barrier; Julia M. Marshall Revocable Trust; and Carolina Perlite Company, Inc.

REQUEST: Conditional District Rezoning (Map Amendment) from RA to RA(CD) and IND to RA(CD) for development of a utility scale solar energy system and a four (4) year vested right to undertake the project. Reference Applicant's Exhibit 1.

PROPERTY INFORMATION

Tax Parcels	Current Zoning	Owner	Acreage	Improvement
540-026	RA	Schad	160	Forestry Management
541-00701	RA	Barriers	26.75	Forestry Management
541-031	RA	Marshall	26.75	Forestry Management
542-046 (portion)	IND	Carolina Perlite	9.34	Industrial
543-001	RA	Tall Pines	349	Forestry Management
543-021	RA	Tall Pines	2.05	Vacant

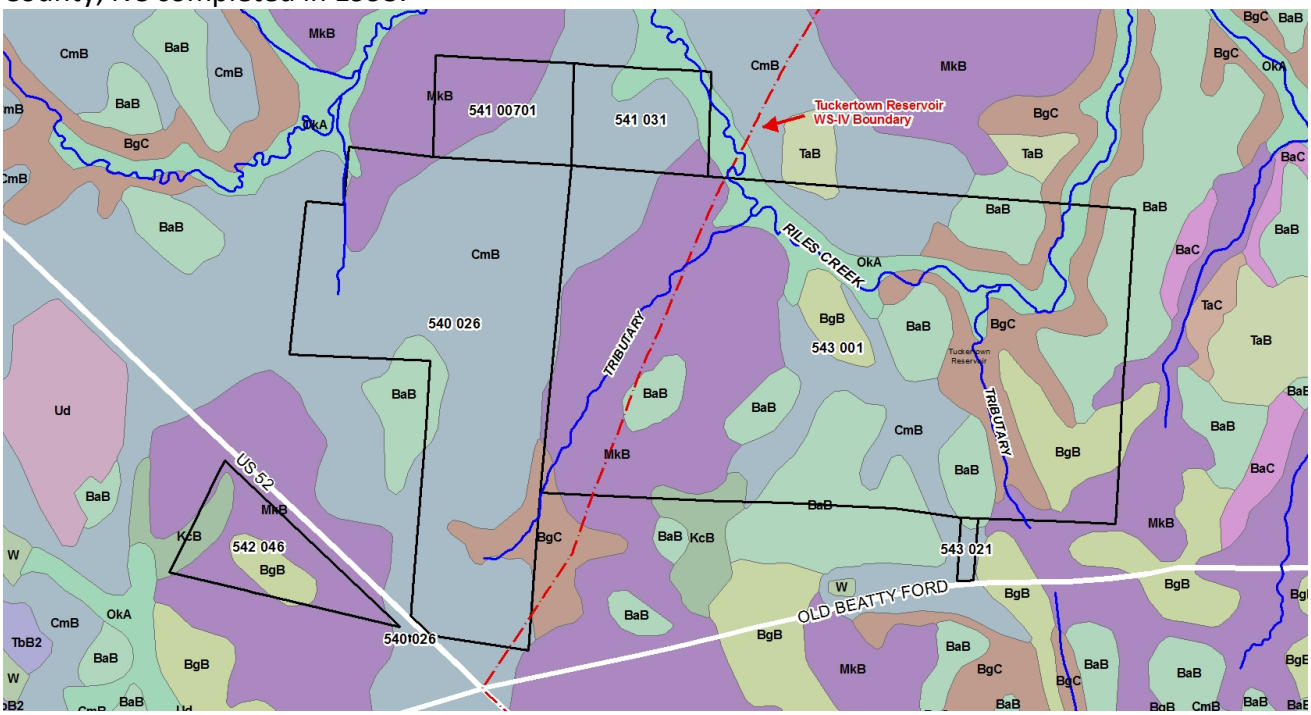
Total Acreage: 573.89 approximate acres requested for RA (CD) rezoning to allow for development and operation of a utility scale solar energy system; refer to the Okra Solar Composite Site Plan in Exhibit 3. Based on that Site Plan, Staff calculates the solar panel area at approximately 299.1 acres with 42.85 acres of fenced buffer provided along Riles Creek and an intermittent tributary serving as a wildlife corridor and another 22.9 approximate acres in stream buffer and wetland areas.

PROPERTY CHARACTERISTICS

The site primarily consists of five (5) contiguous parcels located north of Old Beatty Ford Rd and east of US 52 Highway accounting for 564.55 acres of the request and a sixth (6th) parcel located west of US 52 Hwy on approximately 9.34 acres of property owned and operated by Carolina Perlite at 14750 US 52 Hwy.

The site is located in the Carolina Slate belt and consequently soil types in the area have prevalent rock fragments, wetness and permeability constraints and generally unsuited for septic tank systems. These soils are moderately suited for agricultural development, e.g. woodlands, crops, pasture and hay. Topography is such that US 52 and Old Beatty Ford Rd form a ridgeline of sorts for the site and surface drainage is toward Riles Creek and its tributaries, but there is no designated or regulated special flood hazard areas (i.e. floodplain) associated with these streams.

The map inset depicts soil type, stream locations, watershed boundary and the table below generalizes soil characteristics. Soil related information was obtained from the Soil Survey of Rowan County, NC completed in 1993.



Soil ID	Soil Name	Characteristics
BaB	Badin Channery silt loam	Poorly suited for septic; Rock fragments prevalent
BgB	Badin-Goldston complex	Poorly suited for septic; 2-8% slopes
BgC	Badin-Goldston complex	Poorly suited for septic; 8-15% slopes
CmB	Cid-Lingum complex	Poorly suited for septic; wetness & restricted permeability
MkB	Misenheimer-Kirksey complex	Poorly suited for septic; wetness & restricted permeability
OkA	Oakboro silt loam	Unsuited for septic; typically found in floodplain areas
TaB	Tatum-Badin complex	Tatum- suited for septic; Badin- unsuited for septic

Approximately 285 acres (49.6%) of the site is located in the Tuckertown Reservoir Watershed (WS-IV-PA). Impervious cover is typically limited to 36% for non-residential projects that require a soil erosion and sedimentation control plan (i.e. disturbed area > 1 acre) with an option for requesting a Special Non-Residential Intensity Allocation (SNIA) up to seventy percent (70%) impervious cover considered by the County Commission. However, guidance contained in the NC Stormwater Design Manual indicates panels may be deemed pervious if the manual's primary recommendations for avoiding compaction of the subsoil after installation and having a "disconnect length" between rows of panels greater or equal to panel widths. Roadways, transformer pads, post, etc. would be subject to the impervious calculation. The applicant's site plan (Exhibit 3) indicates 4.5 acres in roadways; .2 acres in concrete pads and .0137 acres in panel support posts resulting in 4.737 acres or 1.65% impervious cover, which is well below the 36% limitation. Furthermore, review of the site plan

suggests panel widths are twenty (20) feet and row spacing of the same, which is in keeping with the recommended "disconnect length".

Regardless of the watershed considerations, the overall site will require submittal of a soil erosion and sedimentation control plan, which will be reviewed, inspected and monitored by Rowan County Staff. Any stream and wetland disturbance or crossings will require 401/404 permits issued by NCDEQ and Army Corps of Engineers.

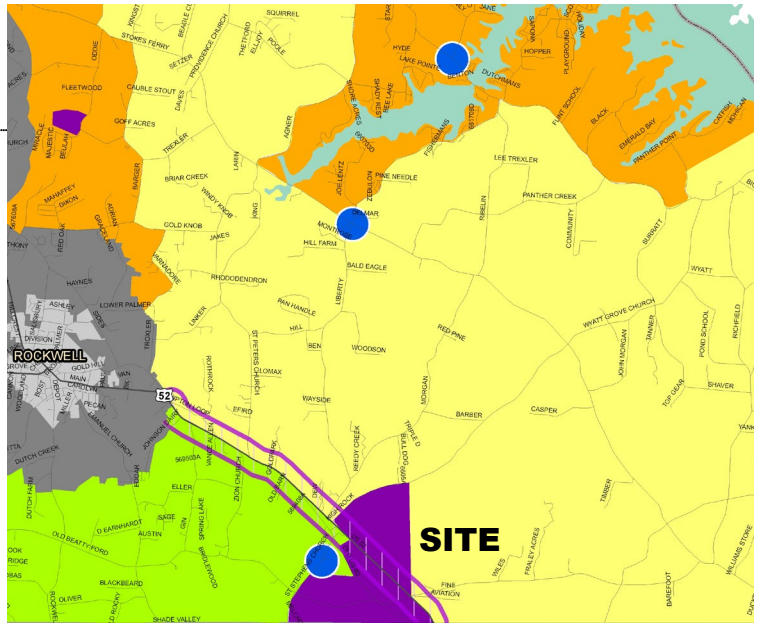
The solar array system area parcels have two hundred fifty-nine (259) feet of frontage on US 52 Highway and one hundred forty-eight (148) feet of frontage on Old Beatty Ford Road (SR#1221).

ZONING ANALYSIS – Map Amendment Standards per Section 21-362(i)

Current Zone: Rural Agricultural (RA) and Industrial (IND)

Requested: RA – Conditional District (CD)

The applicant has requested to utilize the properties for development and operation of a 69-megawatt utility scale solar energy facility that will be tied to the power grid operated by Duke Energy of the Carolinas. The County's Zoning Ordinance was amended in April 2021 to consider these facilities as a CD in the RA or CBI districts or a Special Use Permit in the Industrial (IND) district.



Plan Conformity

The site's system area is located in Area One (yellow shaded area) of the East Rowan Land Use Plan (ELUP) and within the US 52 Corridor. Alternate substation location #3 (behind Carolina Perlite) brings the application into Area Three (green shaded area) also, but given its location within the US 52 Corridor, the corridor recommendations are deemed applicable.

Area One, depicted in the map excerpt above, contains the lands south of Bringle Ferry Rd; east of Union Church Rd and Barger Roads and parallels the northeast side of US 52. The Plan recognizes Area One as the least developed of the three (3) planning areas and is characterized by agricultural uses and low density residential.

Future Land Use Recommendations include:

- Due to lower population densities, opportunities for high impact and/or rural industrial uses may be available along thoroughfares in the Planning Area where conflicts with residential uses are limited.

- Commercial and industrial uses having need for rail and US Highway availability are encouraged within the US 52 corridor of the Planning Area, which include:
  - Heavy impact uses that are complimentary to the rail corridor paralleling US 52 that do not compromise existing businesses or residential uses may be appropriate for consideration. Heavy impact uses should utilize existing highway, rail and utility infrastructure.
- Establishing a one hundred (100) foot minimum stream buffer in watershed protection areas and a minimum fifty (50) foot buffer outside watershed protection areas for all new development
- Staff review and inclusion of the General Land Use Plan Recommendations are found beginning on page 7 of this report

Purpose & Intent

As noted herein, the zoning ordinance was amended to consider utility scale solar facilities as a Conditional District (CD) in the Rural Agricultural (RA) and Commercial, Business, Industrial (CBI) districts. Conditional zoning is intended for proposals that may not be suitable for a general rezoning, but either by voluntary limitations or subject to required development standards that address anticipated impacts upon neighboring properties and the surrounding community, the use(s) may be appropriate. Furthermore, the CD process can allow for additional (not a reduction) standards to address compatibility as a condition of approval if agreed to in writing by the applicant and the County.

The ordinance discourages use of the CD process to acquire "early zoning for tentative uses which may not be undertaken for a long period of time". Although not defined by the ordinance, *long time* likely refers to more than 2 years from the time of approval as this is the vested period for initiating the project unless a longer duration is granted by the Commission. In this case, the applicant has requested its application be considered for granting of a four (4) year vested right. Per Section 21-11(c)5(a), the Commission may authorize up to a five (5) year vesting, "if warranted by the size and phasing of development, the level of investment, the need for the development, economic cycles, and market conditions, or other considerations as determined by the board in accordance with this subsection."

Refer to last paragraph on page 4 of applicant's Exhibit 2 for its rationale for requesting a four (4) year vested right.

Compatibility Of Uses

Unlike a typical CD application that limits potential uses and proposes standards to address compatibility, utility scale solar energy systems in the RA district are subject to a set of prescribed standards. Limiting these uses to the RA and CBI districts with established standards generally assumes the use can be compatible with the surrounding area. If the properties are amended to an RA(CD) district, only a utility scale solar energy system would be allowed in the district unless amended.

As no two (2) sites or areas of the County are the same, the CD standards may be viewed as the minimum requirements for locating, but the "give and take" process of public feedback and Planning Board recommendation between and with the

applicant attempt to create a district with standards and expectations that make the proposal compatible with the community.

Vicinity Conditions

The western and northwestern border of the site adjoins nine (9) Statesville Brick properties comprising approximately three hundred twenty-two (322) acres of industrially (IND) zoned land. Of these properties, Staff estimates only 55 acres are being used for surface mining of shale bearing clay used in brick manufacturing; the remainder are static. Five (5) of these properties are within the ELUP's twelve hundred (1200) foot US 52 corridor and were rezoned (along with 2 other parcels) to IND with an associated conditional use permit in cases Z 08-99 and CUP 12-99; another parcel on High Rock Rd was added to IND in an amendment of CUP 12-99 in case Z 05-02. Wedged between two of the properties on High Rock Rd, was case Z 12-01 and CUP 14-01 for operation of a sawmill in an IND district.

The southwest border of the site adjoins five (5) RA zoned properties, one (1) of which has a manufactured home overlay (MHO) and two (2) CBI(CD) properties for auto related businesses. The CBI(CD) parcels were approved in cases PCUR 01-13 and Z 09-19.

Immediately north of the site are seven (7) vacant RA zoned parcels, four (4) of which are in the forestry management property tax deferral program and total approximately six hundred twenty-nine (629) acres.

The northeastern edge of the site is joined by four (4) RA zoned properties, with one (1) parcel containing a residence. This northeastern pattern of vacant RA parcels continues for approximately one-half (1/2) mile. The site's southeastern edge is bounded by RA zoned properties that have at least ten (10) residential structures.

South of the site (north side of Old Beatty Ford Rd), are sixteen (16) RA zoned parcels with eleven (11) occupied by residential structures. The southwestern corner is bounded by a CBI zoned tract located at the intersection of US 52 and Old Beatty Ford Rd that was rezoned from RA to Neighborhood Business (NB) as Z 06-06 and then amended from NB to CBI as Z 04-13.

On the south side of Old Beatty Ford Rd is the Gold Hill Airpark, which is a fifty-one (51) lot residential subdivision established in 1985. This RA zoned subdivision is developed with over thirty (30) residences, most of which have hangars to store private aircraft that use the runway located within the subdivision.

Other zoning changes in the area include:

- Z 10-00 RA to CBI for several parcels in the Village of Gold Hill located on St Stephens Church Rd near its intersection with Old Beatty Ford Rd
- Z 08-04 RA to NB for 2 parcels on US 52 just south of Gold Hill Airpark
- CUP 02-98 for expansion of New London Brick located on west side of US 52 and Old Beatty Ford Rd
- CUP 03-01 for addition of 2 rotary kilns at Carolina Stalite

- CUP 05-14 for an expansion and furnace installation at Carolina Perlite

POTENTIAL IMPACTS

Roads NCDOT has issued a commercial driveway permit (Exhibit 5) for access onto US 52 and Old Beatty Ford Rd as depicted on the site plan. Aside from the staging and construction phase of the project, traffic generated by the site should be minimal.

Average Annual Daily Traffic (AADT) information from NCDOT indicates US 52 has 7300 vehicles per day (2018 data) north of the site near its intersection with High Rock Rd and 6800 vehicles per day (2019 data) at a location south on US 52 in Stanly County. 2018 data for the segment Old Beatty Ford Rd beginning at Old US 80 is 1900 AADT and a location near Stokes Ferry Rd is 650 AADT.

US 52 Highway is identified as a boulevard in the Cabarrus-Rowan MPO's Comprehensive Transportation Plan (CTP) with a design capacity of 14,600 AADT. Although 50% under capacity, the CTP recommends improvements for US 52 that increase the current two (2) lane, sixty (60) foot right-of-way to a four (4) lane road and median in a one hundred ten (110) feet right-of-way. Funding shortfalls have continually delayed construction of this project, but right-of-way purchase has been tentatively scheduled for 2028.

The 4.1 mile segment of Old Beatty Ford Rd from US 52 to Stokes Ferry Rd is identified as a minor thoroughfare with a sixty (60) foot right-of-way and design capacity of 13,100 AADT. No future changes are proposed for this road segment in the CTP.

Utilities The facility is proposing an interconnect with Duke Energy's transmission lines and has provided documentation that Duke is aware of their intent. As indicated by its site plan, a second point of interconnect may change between alternate substation #2 (on site) and alternate substation locations #3 behind Carolina Perlite.

The facility should require no provision of water or septic, unless the proposed modular storage trailer is either required by code or desire of the applicant.

Schools As this facility will not generate any residential uses and is not proximate to a school, no impacts are anticipated.

ZONING ANALYSIS – Specific Conditional District Standards per Section 21-64(a)

Setbacks The Site Plan depicts the system area at the required one hundred (100) foot setback from road rights-of-way and adjoining property lines. Likewise, all other proposed structures that are not solar collectors are located at least three hundred (300) feet from any residence, church or school on adjoining properties.

AZO The site is not located within the conical or horizontal surfaces of the MidCarolina Regional Airport, but is located just over one thousand (1,000) feet from the runway at Gold Hill AirPark. However, the zoning ordinance has no separation standards between utility scale solar systems and private airfields.

Although this specific standard for MidCarolina is associated with glare impacts, the applicant has provided a glare analysis (Exhibit 8) not only for the Gold Hill AirPark, but also the Stanly County Airport. The general finding from the applicant's report suggest its facility will not create glare impacts for pilots landing and leaving these runways.

Screening Buffering Fencing The applicant has proposed using the Alternative Buffers or Screening and Existing Vegetation provisions authorized per 21-64(2)3(ii). Along the southern and eastern site boundary, where residential uses are located, the screening will consist of an eighty (80) foot buffer; fifty (50) feet of which will be undisturbed existing vegetation and thirty (30) feet of managed regrowth; refer to Exhibit 14. Fencing of the system area will consist of wildlife permeable fencing, aka "Deer Buster" as recommended by NC Wildlife Resources Commission. Refer to Applicant's Exhibit 10. Along the northern site boundary, screening will consist of eighty (80) feet of existing vegetation and along the western site boundary adjoining the Statesville Brick property no screening will be provided, just the one hundred (100) foot system area setback will be observed with fencing in place.

Access Roads Proposed road locations are depicted on the site plan and indicate the composition will consist of six (6) inches of aggregate base course (ABC) stone. The site has also obtained approved commercial driveway permits for its access onto US 52 and Old Beatty Ford Rd. Reference Exhibit 5. Although not evident from the Site Plan, the driveways connections must be paved from the state road to the system area as noted in site plan note #9.

Decommissioning Plan The applicant has provided a decommissioning estimate prepared by an NC PE along with his credentials for consideration. Refer to Exhibit 6.

Supplementary Materials Refer to Exhibit 9 for relevant studies, documents, and reports contained in Exhibits that were received from the NC Clearinghouse as part of its review by the NC Utilities Commission.

Evidence the applicant has informed Duke Energy of its intent to interconnect is contained in Exhibit 7.

The applicant's Certificate of Public Necessity and Convenience issued by the NC Utilities Commission is included as Exhibit 13.

LAND USE PLAN RECOMMENDATIONS

- **Areas currently served or having the potential to be served by water or sewer infrastructure are not preferred locations.** The site is not currently served by municipal water or sewer infrastructure, but the North Stanly-Pfeiffer Water District does provide limited service in Rowan County. It currently serves the Gold Hill Airpark (south of the site) and some industrial users on the west side of US 52. According to district staff, the system does have capacity to serve other Rowan users, but currently there are no plans to extend service. As this site has poorly suited soils for septic systems, the availability of water without sewer is not seen as a benefit for the majority of potential developments for the site.

- **Existing Industrial (IND) and Economic Development (ED) zoning districts, or sites / properties listed with the Rowan County Economic Development Commission, are not preferred locations.** With exception of a portion of the Carolina Perlite property, none of these tracts are located in an IND or ED district, nor listed with the EDC for economic development.
- **Encouraged in areas with low to moderate residential population densities in combination with buffers and screening.** Census information for 2000 and 2010 found on pages 9 and 10 of the ELUP suggest population densities proximate to the site are in the middle to lower density categories of those in the planning area.
- **Locations or areas of a site with topography such that screening / visual separation cannot be achieved from adjoining properties or roadways within a three (3) year time frame should be avoided.** As noted herein, the site and its interior tend to sit lower than the adjoining ridgeline formed by US 52 and Old Beatty Ford Rd. The applicant's proposed use of existing vegetation and treeline within its buffer areas, claims to achieve this standard in locations depicted on the site plan.
- **Sites that will occupy prime soils or displace active farming operations are not preferred, but if approved should incorporate native plants or grasses as groundcover and include pollinator friendly vegetation.** As noted herein, the soils at this site are not considered "prime", but 98% of the site acreage is currently in the agricultural deferral program for timber production and eventual harvesting. Management plans for pine forests attempt to have a rotation of timber stock sizes with intermediate thinning at 15-20 years, 25-30 years and final harvest at 40 years and then replanting. The applicant's Exhibit 14 indicates planting of an "array area seeding mix" but no indication of its content.
- **Panel locations within the Special Flood Hazard Areas (SFHA) or placement of fill within these areas of a site is discouraged.** No SFHA are associated with this site and proposed panel locations are depicted outside stream buffer areas.
- **Subject to potential utility extensions, sites having identified poor soils or building / septic constraints are generally encouraged for selection.** Refer to 1st bullet within this section of the Staff Report.
- **Sites within the viewshed of a public park, National Register listed historic property or Rowan County landmark are not preferred.** Applicant's Exhibit 9 contains an opinion from the North Carolina State Historic Preservation Office (SHPO) that indicates no historic resources would be affected by the site. Likewise, Staff is not aware of a park within the viewshed of the site or a County identified landmark that would be impacted.
- **Utility scale solar energy systems locating within one (1) mile of another utility scale solar energy system is discouraged.** The closest operating utility scale system located in Rowan County is over two (2) miles northwest of the site on St. Peters Church Rd. A five hundred (500) acre solar facility located in Stanly County and bordering both Cabarrus and Rowan Counties was approved in 2018 and according to their Staff construction of the facility is imminent. Although this facility appears to be within the one-mile threshold, the County's adoption of its zoning ordinance and land use plans apply to lands in Rowan County not located within a zoning

jurisdiction of a municipality. While not stated, the assumption would be the same "municipal exclusion" would also apply to adjacent counties.

- **A maximum system acreage of 50 acres is preferred, but may be increased based on the site's ability to meet all other recommendations contained herein.** This site is more than ten (10) times the recommended acreage and the Planning Board will need to determine whether it satisfies all other ordinance recommendations.
- **Site locations along the East NC 152 and US 52 highway corridors are not preferred.** Approximately thirty-one (31) acres on the east side of US 52 and 9.34 acres on the west side of US 52 are located within the US 52 Highway corridor, which is seven (7) percent of the total CD request.

STAFF COMMENTARY

Prior to enacting the County's solar moratorium, twelve (12) of the conditional use permit applications approved by the Commission ranged in size from 1.3 MW to 6.9 MW, but it was an application for a 65 MW facility that prompted the Commission's desire to evaluate its process and standards for review of these facilities.

The Solar Text Amendments (ZTA 02-19) were developed as a means to establish an equitable review and public input process along with additional standards for screening, setbacks and decommissioning. As specific standards were put in place for conditional district zoning, the County also adopted land use plan recommendations for siting utility scale solar energy systems. The ordinance standards were intended as a minimum set of criteria for siting a project and the land use recommendations as a guide in considering whether the project "fit" within a community. Together, their intent was to "ensure utility scale systems are not a dominant land use featured in rural areas."

At 573 acres, the site is almost the equivalent acreage of one square mile (640 acres), but Staff review of the application finds it has adhered to the minimum ordinance criteria, but whether it is deemed to be consistent and reasonable will depend on the Planning Board's assessment of the general land use plan recommendations based on the application, courtesy hearing and the applicant's presentations.

STAFF RECOMMENDATIONS

1. Increase riparian buffer to one hundred (100) feet from all perennial streams located in the Tuckertown Watershed (WS-IV) area and fifty (50) feet for streams outside the WS-IV area. These areas should remain as an undisturbed, forested buffer during and post construction.
2. Provide consistent setback of fifty (50) feet around identified wetland areas.
3. Prior to commencing grading activity or construction, have an on-site survey conducted by a biologist for any federal or state-listed animal, plant or aquatic species to ensure there are no impacts to rare, threatened or endangered species. Provide copies of this study to Staff and applicable stated and federal agencies for review and comment.
4. Re-seed all disturbed areas within the system area with pollinator friendly seed mixtures.

5. Compliance with disconnect length and associated recommendations contained in the NC Stormwater Design Manual for Solar Facilities to be deemed pervious.

PLANNING BOARD DELIBERATION

Any recommended conditions from the Planning Board should address conformity with zoning ordinance or applicable standards therein, the land use plan and impacts reasonably expected to be generated from the site.

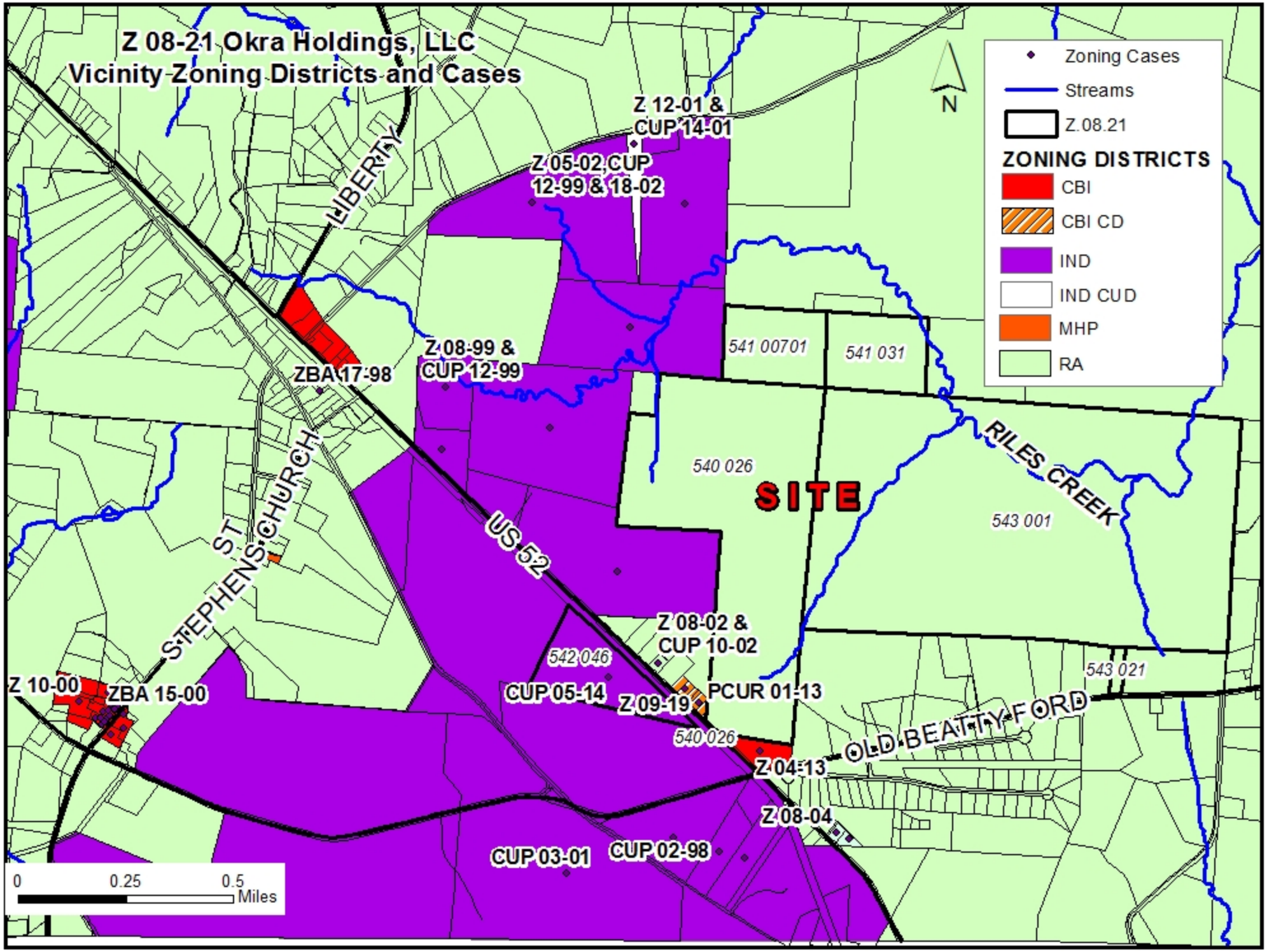
In determining whether an application satisfies amending the County's zoning map, the Planning Board must determine "whether the proposed change advances the public health, safety or welfare as well as the intent and spirit of ordinance." In assessing the impact of this change, "The board shall not regard as controlling any advantages or disadvantages to the individual requesting the change, but shall consider the impact of the proposed zoning change on the public at large." [reference 21-362 of Rowan County Zoning Ordinance]

Regardless of recommendation, the Planning Board must develop Statements of Consistency and Reasonableness, although recent statutory changes allow these to be contained in a single statement. As a reminder, Consistency describes whether the decision is consistent or inconsistent with an adopted comprehensive plan; and Reasonableness evaluates: size of the area; benefits and detriments to the landowner, neighbors and community; relationship between current actual and permissible development in the proposed area compared to development allowed if approved; why the decision is in the public's interest; and any changed conditions warranting approval.

Attached is the Statements Worksheet the Board may wish to use as a guide when reviewing this application's material and during the courtesy hearing.

Applicants Exhibits

1. RA(CD) application
2. Statement of Reasonableness and Consistency
3. Site Plans
4. Site Plan Notes
5. NCDOT Driveway Permits
6. Decommissioning Estimate and PE credentials
7. Duke interconnect agreement
8. Glare Study
9. NC Clearinghouse Documents
10. Deer Buster Fence Examples
11. Emergency Action Plan
12. Gold Hill Flats letter
13. CPCN frim NC Utilities Commission
14. Alternative Buffer Simulation


Z 08-21 Okra Holdings, LLC
Vicinity Zoning Districts and Cases
N
Zoning Cases
Streams
Z.08.21
ZONING DISTRICTS
CBI
CBI CD
IND
IND CUD
MHP
RA
Z 12-01 & CUP 14-01
Z 05-02 CUP 12-99 & 18-02
LIBERTY
Z 08-99 & CUP 12-99
ZBA 17-98
541 00701
541 031
ST STEPHENS CHURCH
US 52
SITE
540 026
RILES CREEK
543 001
Z 08-02 & CUP 10-02
542 046
543 021
Z 10-00
ZBA 15-00
CUP 05-14
Z 09-19
PCUR 01-13
OLD BEATTY FORD
540 026
Z 04-13
Z 08-04
CUP 03-01
CUP 02-98
0
0.25
0.5
Miles

PLANNING BOARD
Z 08-21 Exhibits
September 27, 2021

EXHIBIT 1

Rezoning Application

Rowan County Department of
Planning & Development
402 N. Main Street Suite 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # Z 08-21
Date Filed 6-7-21
Received By MEM
Amount Paid $300 + $300 vested rights
Office Use Only

REVISED

REZONING APPLICATION

NB: Project comprised of ~~five contiguous~~ six parcels owned by ~~four~~ five distinct landowners. See following page for list of additional parcels and owners. All ownership affidavits attached.

OWNERSHIP INFORMATION:

Name: Tall Pine Investments, LLC
Signature: Sam A. Nash
Phone: 704-640-0056 Email: winchester12@carolina.rr.com
Address: 2210 Helig Rd., Salisbury, NC 28146

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Okra Holdings, LLC
Signature:
Phone: 704-644-7733 Email: BREdev@birdseyeenergy.com
Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28205

PROPERTY DETAILS:

Tax Parcel(s): 543 001, 543 021 Size (sq.ft. or acres): 001=349a; 021=2.05a
Property Location: Gold Hill,NC
Current Land Use: Timber
Date Acquired: 8/10/05 Deed Reference: Book 1043 Page 47

REQUEST DETAILS:

Existing Zoning District RA/IND Requested Zoning District RA-CD

If requesting a conditional zoning district, list proposed use or uses:
Utility-scale solar farm

Additional information enclosed restricting the conditional use district? Yes ☑ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☑ No ☐

Okra Holdings, LLC

Landowners

1) Tall Pines Investments, LLC (Sam Nash)
   Parcel: 543 001, 543 021
   Total acreage: 351.05
   Details see previous page

2) James Schad

PROPERTY DETAILS:

Tax Parcel(s): 540026 Size (sq.ft. or acres): 160acres

Property Location: Gold Hill, NC

Current Land Use: Timber

Date Acquired: 4/15/04 Deed Reference: Book 1005 Page 373

3) Michael Thomas Barrier and Daniel Gillion Barrier

PROPERTY DETAILS:

Tax Parcel(s): 541 007 01 Size (sq.ft. or acres): 26.75 acres

Property Location: Gold Hill, NC

Current Land Use: Timber

Date Acquired: 1/13/04 Deed Reference: Book 1026 Page 273

4) Julia M. Marshall Revocable Trust Agreement

PROPERTY DETAILS:

Tax Parcel(s): 541 031 Size (sq.ft. or acres): 26.75

Property Location: Gold Hill, NC

Current Land Use: Timber

Date Acquired: 6/7/10 Deed Reference: Book 1164 Page 749

5) Carolina Perlite Company, Inc.

PROPERTY DETAILS:

Tax Parcel(s): 542 046 Size (sq.ft. or acres): 9.34+/- portion of parcel

Property Location: 14750 ~~14630~~ Hwy 52 S. Gold Hill, NC 28071

Current Land Use: Industrial

Date Acquired: 12/19/1995 Deed Reference: Book ~~786~~ 750 Page ~~328~~ 942

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Sam A. Nash, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Sam A. Nash

Date: 5/12/21

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-644-7733

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF North Carolina COUNTY OF Rowan

I, Aurora Villanueva, a Notary Public for said County and State, do hereby certify that Samuel Arey Nash personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 8.03.2025, 20 25.

SEAL

Aurora Villanueva
NOTARY PUBLIC
Rowan County, NC
My Commission Expires August 3, 2025

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 9/27/21 3. Notifications Mailed: 9/16/21 4. Property Posted: 9/16/21 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: _/_/_ 7. Notifications Mailed: _/_/_ 8. Property Posted: _/_/_ 9. Dates Advertised: 1st _/_/_ 2nd _/_/_ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: _/_/_

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Michael Barrier Daniel Barrier, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Michael Theresa Barrier Daniel Gillian Barrier

Date: 5-18-2021

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-644-7733

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF NC COUNTY OF Mecklenburg

I, Renee Holmes, a Notary Public for said County and State, do hereby certify that Michael and Daniel Barrier personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires May 2, 2023.

SEAL

RENEE HOLMES
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires May 2, 2023

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___.

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Julia M. Marshall, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Julia M Marshall Revocable Trust Agreement

Date: 5/17/2021

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-644-7733

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF South Carolina COUNTY OF Charleston

I, Deborah S. Anderson, a Notary Public for said County and State, do hereby certify that Julia Marshall personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires January 8, 2028.

SEAL

DEBORAH S. ANDERSON
NOTARY PUBLIC- SOUTH CAROLINA
My Commission Expires January 8, 2028

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), James J. Schad, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): James J. Schad

Date: 5/17/21

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-844-7733

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF North Carolina **COUNTY OF** Union

I, April L. Rose, a Notary Public for said County and State, do hereby certify that James J. Schad personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires August 22, 20 23.

April L. Rose

SEAL
APRIL L. ROSE
My Commission Expires
NOTARY PUBLIC
August 22, 2023
UNION COUNTY, NC

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Caroline Perlite Co. Inc., owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Nicholas F. Chirico

Date: August 9, 2021

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-644-7733

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF NC **COUNTY OF** Mecklenburg

I, Khamla Sphabmixay, a Notary Public for said County and State, do hereby certify that Nicholas Frank Chirico personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 07/27/2025.

SEAL

Khamla Sphabmixay
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires July 27, 2025

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

Perlite Lease Area (a portion of Carolina Perlite Co Parcel, Pin# 6604-04-53-5618)

Being that certain land situated in Rowan County, North Carolina, and being a portion of land owned by Carolina Perlite Co (PIN# 6604-04-53-5618, DB 750, PG 942) and being more particularly described as follows:

BEGINNING at an existing iron pipe marking the southwest corner of Carolina Perlite Co (PIN# 6604-04-53-5618, DB 750, PG 942) and having a North Carolina Grid Coordinate (NAD83) of Northing:643,568.37' and Easting: 1,604,3333.95'; thence with the western line of Carolina Perlite Co, North 26°30'12" East a distance of 1032.07 feet to a calculated corner; thence South 33°57'31" East a distance of 564.26 feet to a calculated corner; thence South 56°05'25" West a distance of 357.57 feet to a calculated corner; thence South 34°02'14" East a distance of 531.67 feet to a calculated corner along the southern line of Carolina Perlite Co.; thence with the southern line of Carolina Perlite Co., North 76°38'16" West a distance of 798.20 feet to the point of BEGINNING, containing an area of 406,734 square feet, or 9.34 acres, more or less.

PLANNING BOARD
Z 08-21 Exhibits
September 27, 2021

EXHIBIT 2

Statement of Reasonableness and Consistency

Vested Rights Request

Statement of Plan Consistency and Reasonableness
Revised 8/31/21

Applicant Okra Holdings requests rezoning of approximately 575 acres located in Rowan County near the US 52 Highway/Old Beatty Ford Road intersection (the "Site") from RA and IND to RA(CD) for utility scale solar farm use (the "Amendment"). Approximately 565.6 acres of the Site is located on north east side of US Highway 52 with 9.34 acres being located south west side of US Highway 52. For purposes of this Statement, the 565.6 acre portion of the Site is identified as Area A and the 9.34 acre portion of the Site is identified as Area B.

Applicant contends that the proposed Amendment is consistent with applicable adopted plans including the Land Use Plan, Areas East of I-85 (the "Plan"), Land Use Plan Recommendations for Solar Energy Systems ("SES Recommendations"), and other adopted plans such as the comprehensive and metropolitan transportation plans ("CRMPO CTP & MTP"). To the extent that any inconsistencies exist, there is also a reasonable basis to approve the Amendment as set forth herein.

Land Use Plan, Areas East of I-85 (the "Plan"):

Area A is located within Planning Area One. Planning Area One consists of primarily agricultural and low density residential uses serviced by private wells and septic systems. Area B is located within Planning Area Three. Planning Area Three is characterized by largely the same uses as Planning Area One with the addition of certain nodal commercial uses and highway corridor commercial and industrial uses along US Highway 52 near the Gold Hill Community Area B is a portion of a 27.48 acre tract operated by Carolina Perlite and located within the US 52 Commercial/Industrial Corridor as identified by the Plan. Area B is proposed for development as two substations. The Site is adjacent to/in the vicinity of extraction based manufacturers including Vulcan Construction Materials and Statesville Brick as well as 24/7 industrial users. The Site is identified by the Plan as having poor (severe) quality soil and resulting septic constraints.

Future Land Use Recommendations for Planning Areas One and Three recognize limited opportunities for residential subdivision development given the soil constraints and current lack of sewer/water infrastructure. The Plan recommends low density, conservation and agricultural type uses for the Site. Placement of high impact, rural commercial and industrial uses along the US 52 Highway to avoid conflict with area residential uses.

Where opportunities exist, the Plan recommends conservation subdivision development in combination with agricultural activities such as cattle grazing, hay fields, etc. (farm use that will not create constant noise, dust or odor) as appropriate future use. The Plan also encourages the consideration of non- traditional ideas or policies promoting "alternative fuel production" as a compatible use to area farming operations, as well as a desire to preserve the natural environment and water quality/quantity of the area.

The proposed Amendment for use of the Site for solar farm ("Solar Farm" or "Use") *is consistent* with the Plan's recommendation that the Site be used for quiet, low intensity farm type

uses that cause little or no impact on the surrounding area. The proposed Solar Farm creates no dust or odor, and only a low humming sound during daylight hours which will be mitigated by proposed distance from inverters to the property lines. The Use requires minimum grading and the resulting development creates very minimal impervious area. The proposed Solar Farm will provide natural habitats for wildlife and does not necessitate the use of chemicals commonly associated with farming activities.

Land Use Plans rarely expressly call for solar farm or other utility facilities as future uses. However, the proposed uses are allowed in RA-(CD) zoning districts and presumed compatible with other RA uses. The proposed Amendment is **consistent** with the *Land Use Plan, Areas East of I-85* (2012) and to the extent it is not, certainly meets the purpose and intent of the Plan.

CRMPO CTP and CRMPO MTP:

US Highway 52 is slated for widening from 60 feet to 110 feet to provide for a 4 lane divided facility with right of way acquisition currently expected to begin in 2028 with construction to begin the following year, although it could be delayed. No roadway improvements are scheduled for Old Beatty Ford Road East of the US Highway 52 intersection. The Amendment will not impede the proposed roadway improvements and is therefore consistent with applicable transportation plans. Indeed, in light of the recognized need for additional transportation infrastructure through this area, Solar Farm use presents the ideal low/no traffic interim use for the Site until the necessary roadways are constructed. As such, the proposed Amendment is consistent and approval is reasonable.

Solar Energy System Land Use Plan Recommendations

The Amendment satisfies the "orderly planned use of land resources" principle found in Section 21-2 of the Rowan County Zoning Ordinance as demonstrated via application of the policies in the recently adopted *Solar Energy System Land Use Plan Recommendations* (2021) (the "SES Recommendations") to the characteristics of the Site.

The Site is "consistent" with the SES Recommendations in that:

The Site has no current sewer infrastructure, or foreseeable potential for utility extension.
The Site is located within low to moderate residential population densities with buffering and screening as shown on the Site Plan that meets or exceeds Zoning Ordinance requirements.
The Site has poor soils and building/septic constraints.
The Site is located outside existing Economic Development ED Zoning Districts.
The Site is not actively engaged in farming operations.
The perimeter of the Site will be buffered and screen through use of existing vegetation and managed regrowth to provide a robust buffer and visual separation from adjoining properties and roadways within 3 years.
Native plants or grasses will be planted as groundcover and include pollinator friendly vegetation as described in the Site Plan.
The Site is located outside view shed of a public park, National Register listed historic property, or upon Rowan County landmark.

The Site is located outside of a Special Flood Hazard Area.
The Site is not located within one mile of another solar farm site system in Rowan County.
The Site is not located along the US 29 and I-85 highway corridors.
The Site is not located in proximity to High Rock Lake located in Area Two.

The Site is inconsistent with the SES Recommendation in that:
The Site exceeds the preferred maximum system acreage of 50 acres, and
The Site also has frontage along approximately 260 feet of the US 52 Highway corridor (not preferred) but will be extensively buffered from view.
9.34 acres of the overall Site is located within an existing Industrial IND Zoning Districts (not preferred) but is limited given existing utility infrastructure and existing industrial operations on the larger tract. Substations are proposed for development on this portion of the Site.

In light of the Plan's recommendation to consider "alternative fuel production" opportunities, and given the limited public infrastructure and geographic challenges of the Site, the subject provides a unique opportunity to place a single large scale solar farm in a "preferred" location. Furthermore, the Site will be screened and buffered from the right of way as shown on the Site Plan.

For the reasons set forth herein, approval of the Application is reasonable in that the proposed Amendment meets the goals of the Plans and advances the public welfare as follows:

There will be real and personal property tax benefits brought to Rowan County.

- The solar energy system will provide renewable energy to the local power grid.
- A solar farm is quiet and does not emit noise, fumes, or toxic waste, making it preferable to other potential uses for the land.
- This solar energy farm will not displace other farmland, due to the poor soil quality contained on the selected parcels.
- The Amendment enables land owners to make reasonable use of their properties until such time as public infrastructure allows for alternative uses.
- Without Solar farm use provides land owners with stable income allowing owners to continue farming operations on other more viable acreage.
- The proposed use provides an excellent transition/buffer between residential subdivision use off Old Beatty Ford Road and the industrial users, currently existing, and envisioned along the US 52 Highway Corridor.
- Only solar farm development allows for restoration of the Site to its "pre-existing" condition.
- Use of trackers that, like sun flowers, turn to follow the sun and maximize energy output.
- Proposed project will produce power enough for approximately 17,000 North Carolina homes based on annual useage.
- Solar farms make excellent neighbors. Quiet operation during daylight hours; passive use that produces no dust or odor.
- Short construction time, estimated at 9-12 months.
- Post-construction, a solar farm creates less traffic than a single family household.
- Site is monitored electronically 24/7; minimal actual site visits by personnel and generally limited to mowing or maintenance activities.

- Typically, no personnel located permanently on site.
- Site to be designed with special BRE biodiversity measures including Pollinator friendly plantings and habitats, native flora, and small wildlife permeable fencing.
- Site is entirely fenced for safety, and to protect the equipment and Site from non-authorized uses.
- Decommissioning Plan and associated bond will be provided to cover cost of after life removal.
- Limited use of available public infrastructure. Solar farms do not require trash pick- up, sewer, water, or bus stops. Nor does solar farm use increase school populations, create traffic or place any greater burden on public services than other uses in the area (likely less).

Approval of the proposed Rezoning will be deemed to amend the Zoning Map in accordance with North Carolina Gen. Stat. Sec. 160D-605.

Request for 4 Year Vested Rights:

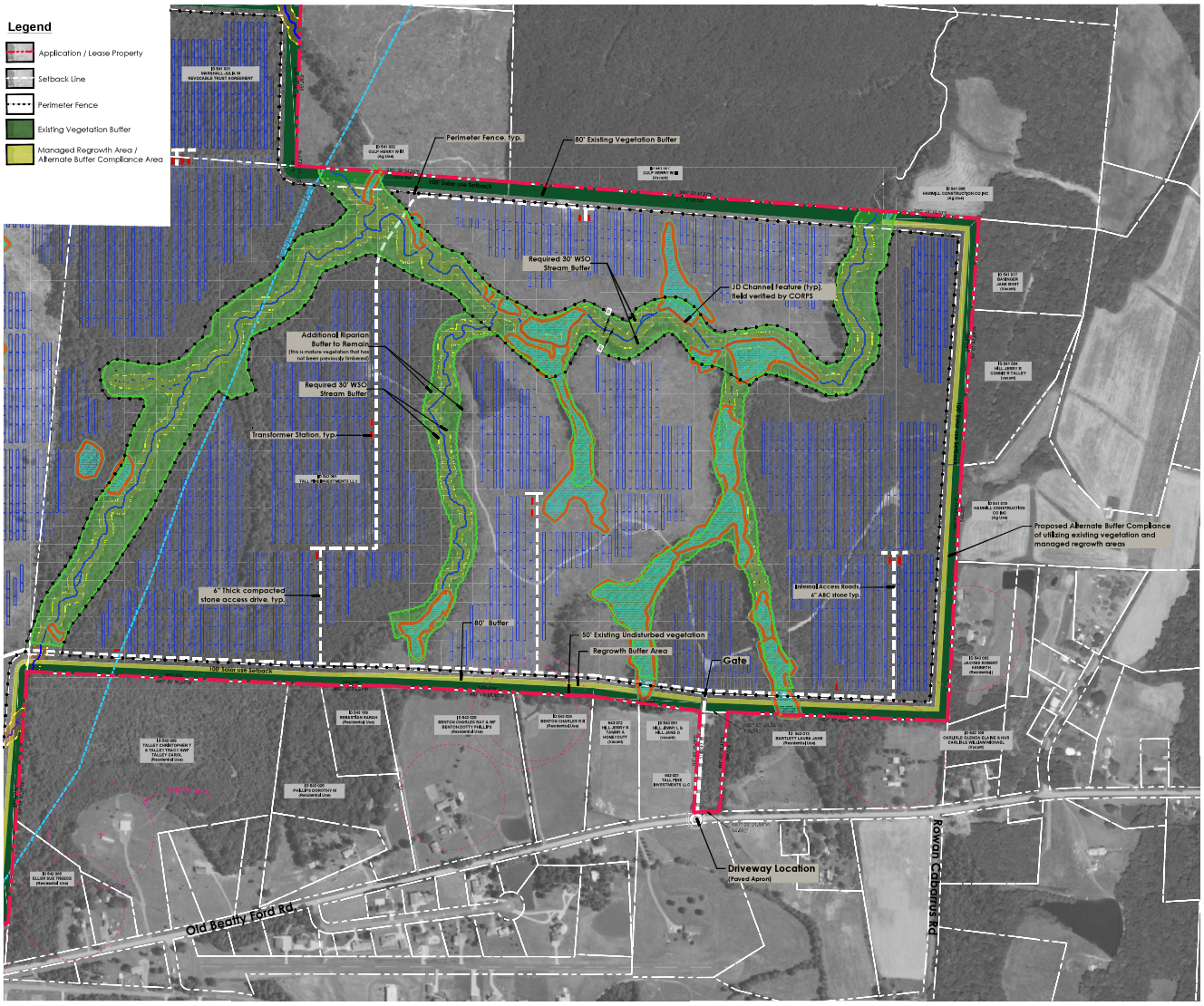
Given the size of the Site and proposed Solar Farm, the complexities of the project, the significant up-front capital to construct, the multi-million dollar investment made to upgrade necessary electrical infrastructure prior to construction of the Solar Farm, the negotiation of various agreements with power purchasers and other entities required for solar farm production, and the need for the Solar Farm as evidenced by the Certificate of Public Convenience and Necessity obtained for this Site, pursuant to N.C. Gen. Stat. Sec. 160D-108.1, Okra Holdings, LLC requests approval of 4 year vested rights to construct the Solar Farm in accordance with the approved Site Plan.

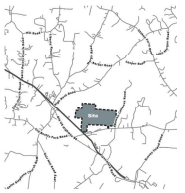
PLANNING BOARD
Z 08-21 Exhibits
September 27, 2021

EXHIBIT 3

Overall Site Plan - NOT TO SCALE [reduced for copying]

East and West - NOT TO SCALE [reduced for copying]





Okra Holdings LLC

Rowan County, NC

SUNSTUDIO

Client

BIRDSEYE RENEWABLE ENERGY

Title

CD Site Plan - East

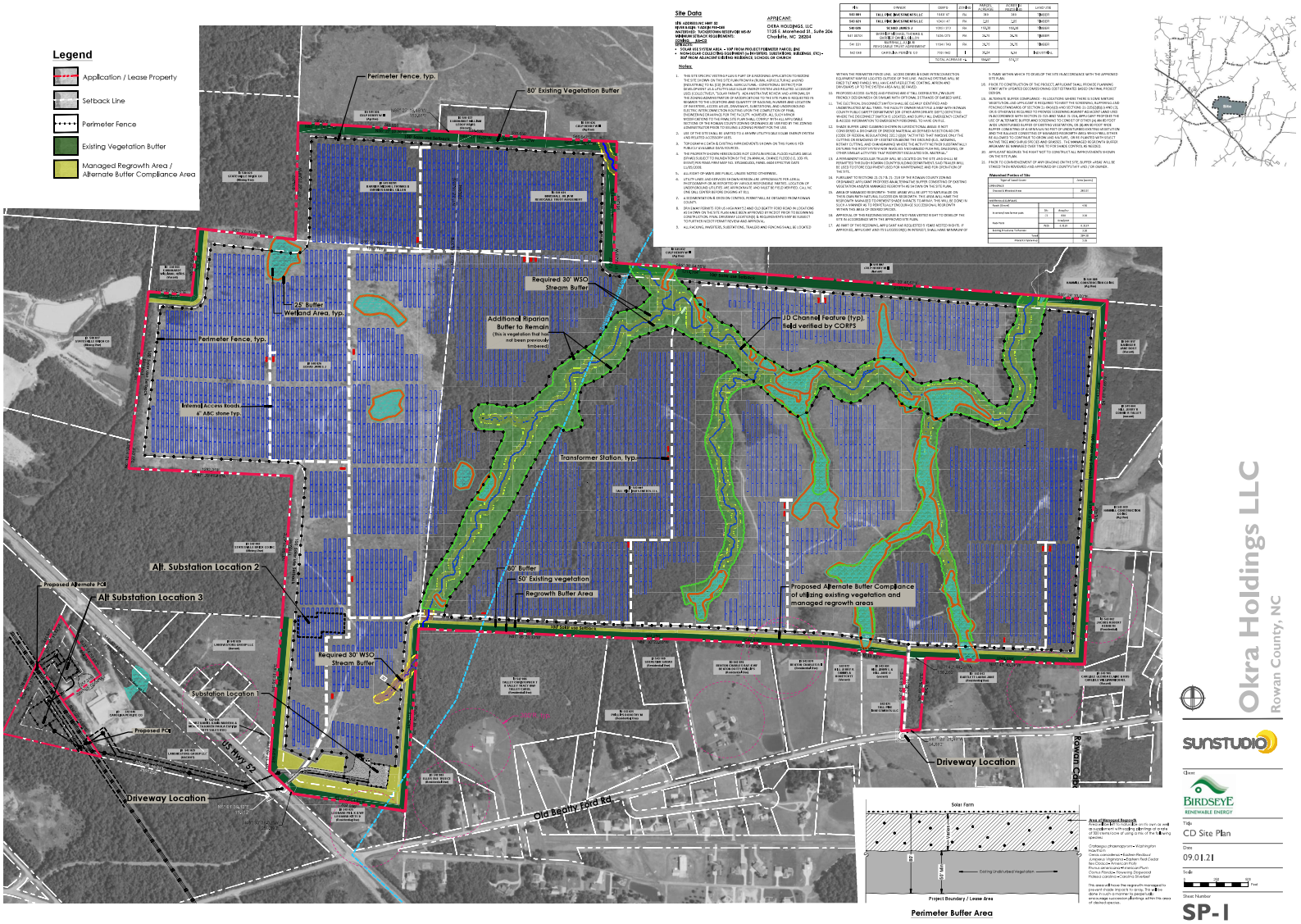
Date

08.23.21

Scale

Sheet Number

SP-3



Site Data

SITE ADDRESS(S): NAME OF PROJECT:
PIN # 6826-13-0218 / 6826-04-4281
WATERSHED: TWO DITCHES RECEIVER WS-IV
MINIMUM SETBACK REQUIREMENTS:
FRONT: 50'
SIDE: 30'
REAR: 30'

- SOLAR ARE SYSTEM AREA – 100' FROM PROJECT PERIMETER PARCEL LINE
- NON-SOLAR COLLECTING EQUIPMENT (ie INVERTERS, SUBSTATIONS, BUILDINGS, ETC) – 300' FROM ADJACENT EXISTING RESIDENCE, SCHOOL OR CHURCH

APPLICANT
OKRA HOLDINGS, LLC
1126 E. Morehead St. Suite 206
Charlotte, NC 28204

PIN	OWNER	DEED REF	ZONING	PARCEL ACREAGE	ACREAGE IN LEASE	LAND USE
542 045	TALL PINE INVESTMENTS LLC	1660 47	RA	164	164	TIMBER
542 021	TALL PINE INVESTMENTS LLC	1060 147	RA	120	120	TIMBER
540 009	RICHARD JAMES G	1050 1372	RA	170.20	170.20	TIMBER
541 007/1	[illegible]	1606 270	RA	24.71	24.71	TIMBER
541 031	[illegible]	1194 1340	RA	26.71	26.71	TIMBER
542 048	CARSON [illegible]	310 140	I	31.41	5.41	INDUSTRIAL
				TOTAL ACREAGE =	346.67	

Notes:

1. THIS SITE SPECIFIC SKETCH PLAN IS PART OF A REZONING APPLICATION TO REZONE THE SITE SHOWN ON THIS SITE PLAN FROM RA (RURAL AGRICULTURAL) ZONING DISTRICT (INDUSTRIAL) TO IU-CD (RURAL AGRICULTURAL - CONDITIONAL DISTRICT FOR INDUSTRIAL USES) ZONING DISTRICT TO ACCOMMODATE A SOLAR ENERGY GENERATING FACILITY USES (COLLECTIVELY, "SOLAR FARM"). ADDITIONALLY THE REVIEW AND APPROVAL OF THE ZONING ADMINISTRATOR OF MODIFICATIONS TO THE SITE PLAN IS REQUESTED TO ALLOW FOR MINOR ADJUSTMENTS TO THE LOCATION OF THE SOLAR FARM, LOCATION OF INVERTERS, ACCESS AISLES, DRIVEWAYS, SUBSTATIONS, AND UNDERGROUND ELECTRIC INTERCONNECTION ROUTING UPON THE COMPLETION OF FINAL ENGINEERING DRAWINGS FOR THE FACILITY. HOWEVER, ALL SUCH MINOR MODIFICATIONS TO THE PANEL SITE PLAN SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE ORDINANCE AND SHALL BE SUBJECT TO REVIEW BY THE ZONING ADMINISTRATOR PRIOR TO ISSUING A ZONING PERMIT FOR THE USE.
2. USE OF THE SITE SHALL BE LIMITED TO A MW PV UTILITY GRID COLLECTOR ENERGY SYSTEM AND RELATED ACCESSORY USES.
3. TOPOGRAPHY & DATA & EXISTING IMPROVEMENTS SHOWN ON THIS PLAN IS PER PUBLICLY AVAILABLE DATA SOURCES.
4. THIS PROPERTY IS WITHIN AREAS DESIGNATED FLOOD ZONES AE, FLOOD HAZARD AREA, AND FLOODWAY PER FEMA FIRM MAP NO. 3710966200J, PANEL 6826 EFFECTIVE DATE 11/05/2008.
5. ALL RIGHT OF WAYS ARE PUBLIC, UNLESS NOTED OTHERWISE.
6. UTILITY LINES AND DRIVERS SHOWN HEREON ARE APPROXIMATE PER AERIAL PHOTOGRAPHY AND FIELD OBSERVATIONS. CONTRACTOR SHALL FIELD LOCATE ALL UNDERGROUND UTILITIES, AND SHALL CONTACT AND HAVE BE FIELD VERIFIED, CALL NC ONE CALL CENTER BEFORE DIGGING AT ALL.
7. A STORMWATER PLAN & EROSION CONTROL PERMIT WILL BE OBTAINED FROM ROWAN COUNTY.
8. SHALL MAINTENANTS FOR US HIGHWAY 52 AND OLD BEATTY FORD ROAD IN LOCATIONS AS SHOWN ON THIS SITE PLAN HAVE BEEN APPROVED BY NCDOT PRIOR TO BEGINNING CONSTRUCTION. ANY ADDITIONAL ENTRANCE REQUIREMENTS MAY BE SUBJECT TO FUTURE NCDOT STREET REVIEW AND APPROVAL.
9. ALL FENCING, INVERTERS, SUBSTATIONS, TRAILERS AND FENCING SHALL BE LOCATED WITHIN THE PERIMETER FENCE LINE. ACCESS DRIVES & SOME INTERCONNECTION EQUIPMENT MAY BE LOCATED OUTSIDE OF THE PERIMETER FENCE LINE. ALL FENCE POST AND PANELS WILL HAVE A DARK REFLECTIVE COATING, MOTION AND DRIVEWAYS UP TO THE SYSTEM AREA WILL BE PAVED.
10. PROPOSED ACCESS GATES AND PERIMETER ARE 7' TALL CHAIN LINK WITH 3 STRANDS OF BARBED WIRE.
11. THE ELECTRICAL DISCONNECT SWITCH SHALL BE CLEARLY IDENTIFIED AND UNDERSTOOD BY ALL FIRES. THE FACILITY OWNER MUST PLACE A SIGN WITH ROWAN COUNTY 911 ADDRESS AT THE ENTRANCE TO THE FACILITY. THE SIGN SHALL STATE WHERE THE DISCONNECT SWITCH IS LOCATED, AND CARRY ALL EMERGENCY CONTACT & ACCESS INFORMATION TO EMERGENCY PERSONNEL TO HAVE ON FILE.
12. SHADE BUFFER LINES CLEARING SHOWN IN ELECTRICAL AREAS IS NOT CONSIDERED A DISCHARGE OF DREDGE MATERIAL AS DEFINED IN SECTION 404 OF THE CLEAN WATER ACT. THE CLEARING OF THESE AREAS IS LIMITED TO ONLY THE CUTTING OR REMOVING OF VEGETATION ABOVE THE GROUND ALL GRADING, BERMING, ROTARY CUTTING, AND DISMEMBERING WHERE THE ACTIVITY NEITHER SUBSTANTIALLY REDISTRIBUTES SOIL OR OTHER MATERIAL ON THE SITE NOR EXPOSES SUBSOILS, OR OTHER SIMILAR ACTIVITIES THAT RESULT IN REDISTRIBUTION OF MATERIALS.
13. A PERMANENT MODULAR TRAILER WILL BE LOCATED ON THE SITE AND SHALL BE PERMITTED THROUGH ROWAN COUNTY BUILDING DEPARTMENT. SAID TRAILER WILL BE USED TO STORE EQUIPMENT USED FOR MAINTENANCE AND FOR OPERATION OF THE SITE.
14. PURSUANT TO SECTIONS 23-25.7 & 23-30.9 OF THE ROWAN COUNTY ZONING ORDINANCE, A 50' BUFFER WILL BE MAINTAINED ALONG ALL PROPERTY LINES CONSISTING OF EXISTING VEGETATION AND/OR MANAGED REGROWTH AS SHOWN ON THE SITE PLANS.
15. AREAS OF MANAGED REGROWTH - THESE AREAS WILL BE LEFT TO NATURALIZE ON THEIR OWN WITH NATURAL SUCCESSION REGROWTH. THESE AREAS WILL HAVE THE REGROWTH MANAGED TO PREVENT SHADE INJURIES TO ARRAYS. THIS WILL BE DONE IN ACCORDANCE WITH SECTION 23-30.9 (C) (2) (B) (ii) ALLOWING SUCCESSIONAL REGROWTH WITHIN THIS AREA OF DESIRED SPECIES.
16. APPROVAL OF THIS REZONING INCLUDES A TWO YEAR VESTED RIGHT TO DEVELOP THE SITE IN ACCORDANCE WITH THE APPROVED SITE PLANS.
17. AS PART OF THIS REZONING, APPLICANT HAS REQUESTED 5 YEARS NOTED RIGHTS. IF APPROVED, APPLICANT AND ITS SUCCESSORS IN INTEREST, SHALL HAVE MINIMUM OF 5 YEARS WITHIN WHICH TO DEVELOP THE SITE IN ACCORDANCE WITH THE APPROVED SITE PLAN.
18. PRIOR TO CONSTRUCTION OF THE PROJECT, APPLICANT SHALL PROVIDE FLAMMING ROAD WITH UPDATED DECOMMISSIONING COST TO PAVING AND GRADING PROJECT DESIGN.
19. ALTERNATE BUFFER COMPLIANCE - IN LOCATIONS WHERE THERE IS SOME MATURE VEGETATION, BUT NOT ENOUGH TO MEET THE REQUIRED BUFFER WIDTH, APPLICANT IS REQUESTING AND STRONGLY ENCOURAGES DIRECTION TO UTILIZE MANAGED REGROWTH AREAS TO ESTABLISH A BUFFER AREA WITH EXISTING VEGETATION TO COMPLY WITH SECTION 23-30.9 (C) (2) (B) (ii) ALLOWING SUCCESSIONAL REGROWTH WITHIN THIS AREA OF DESIRED SPECIES. IN ACCORDANCE WITH SECTION 23-30.9(C) AND TABLE 23-30.4, APPLICANT PROPOSES THE USE OF ALTERNATE BUFFER AND SCREENING TO CONSIST OF OTHER PLAN IN-STOOT WIDTH OF EXISTING VEGETATION AND MANAGED REGROWTH AREAS TO MEET THE BUFFER CONSISTING OF A MINIMUM 50 FOOT OF UNDISTURBED VEGETATION AND THE BALANCE CONSISTING OF MANAGED REGROWTH AREA WHICH WILL EITHER BE ALLOWED TO GROW NATURALLY OR WILL BE PLANTED WITH SELECT SEEDLINGS TO CREATE A DENSE VEGETATIVE BUFFER. THE REMAINING 50 FOOT BUFFER AREA WILL BE MAINTAINED ONCE EVERY THREE YEARS TO REMOVE UNDESIRABLE SPECIES.
20. APPLICANT BELIEVES THAT IT WON'T NOT TO CONSTRUCT ALL IMPROVEMENTS SHOWN ON THE SITE PLAN.
21. PRIOR TO COMMENCEMENT OF ANY GRADING ON THE SITE, BUFFER AREAS WILL BE STAKED THEN REVIEWED AND APPROVED BY COUNTY STAFF AND / OR OWNER.

Watershed Portion of Site:

Type of Land Cover	Area (acres)
DEVELOPED	
Disturbed Wetland Area	28.02
UNDEVELOPED	
Open Ground	9.92
Planted mechanical park	3.5 Acres / 2.5 Acres / 3.26 Acres
Park Area	19.25 / 0.3520 / 6.7777
Existing Structures Information	0.28
Total	319.28
Percent Impervious	7.28

Perimeter Buffer Area

Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

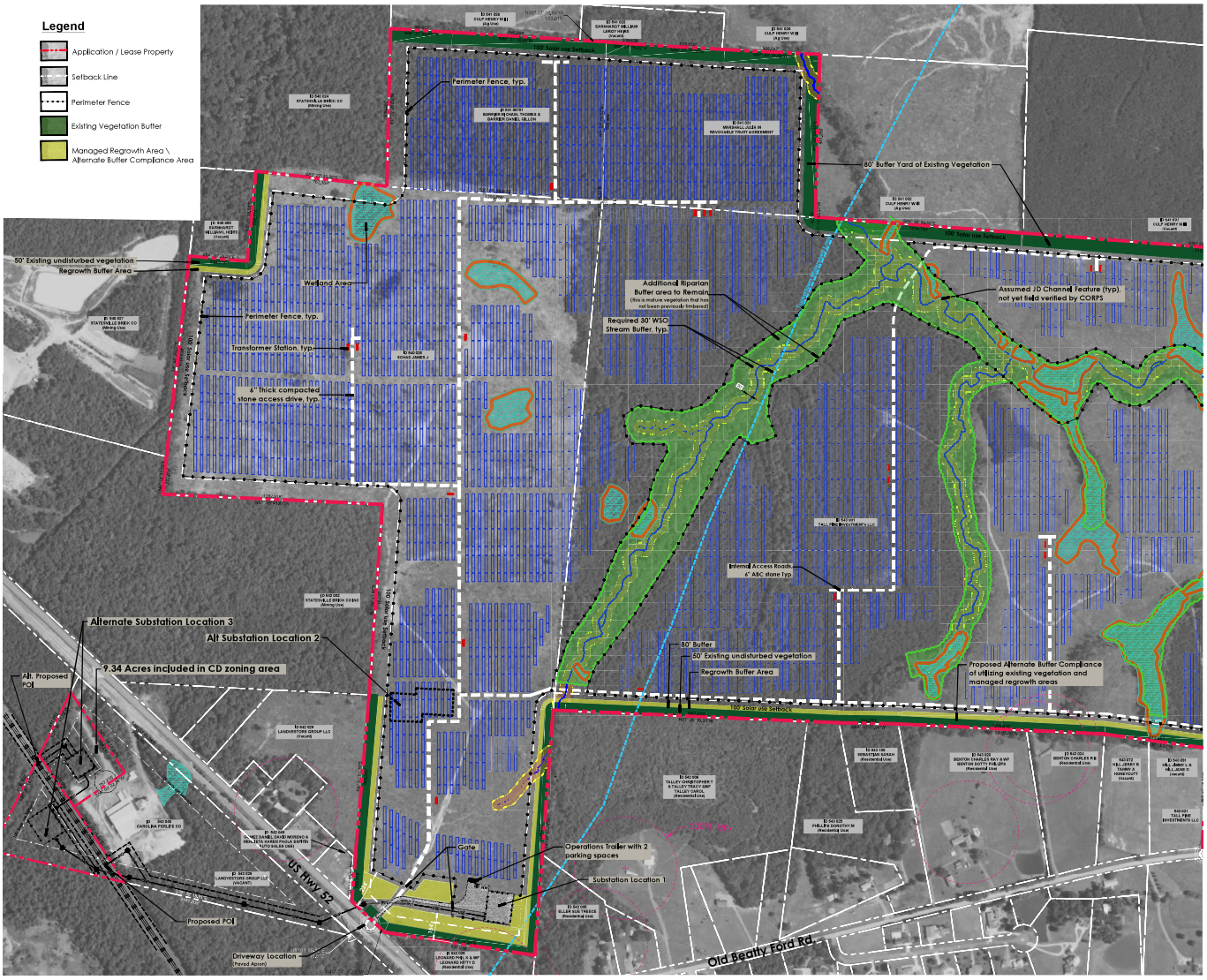
Client
BIRDSEYE RENEWABLE ENERGY

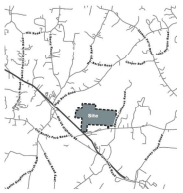
Title
CD Site Plan

Date
09.01.21

Scale
0 200 400 Feet

Sheet Number
SP-1





Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

Client
BIRDSEYE RENEWABLE ENERGY

Title
CD Site Plan - West

Date
08.23.21

Scale

Sheet Number
SP-2

PLANNING BOARD
Z 08-21 Exhibits
September 27, 2021

EXHIBIT 5

NCDOT Driveway Permits

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 25, 2021

Rowan County

Subject: COMMERCIAL DRIVEWAY PERMIT
Okra Solar Gold Hill
US 52 & SR 2356 (Old Beatty Ford Rd)
Driveway Permit No. D091-080-21-00039

Okra Holdings LLC.
1125 E. Morehead St, Suite 202
Charlotte, NC 28204

Mr. Brian Bednar,

Enclosed, please find the approved driveway permit application for the Okra Solar site onto US52 and Old Beatty Ford Road in Rowan County. This permit is contingent upon compliance with the attached Standard Provisions.

NOTE: Please see Standard Provisions Attachment.
NOTE: Please contact County Maintenance Engineer, Michael Hedrick prior to construction.
NOTE: A copy of this approval package should be on site at all times.
NOTE: All Utilities will need to be approved under separate encroachments.
NOTE: Approval of this driveway permit application allows the applicant to establish a connection to an existing state-maintained roadway and does not constitute approval of the proposed commercial site plan or subdivision design.

Sincerely yours,

DocuSigned by:
7AA7144EF694423...
Kelly Seitz, P.E.
District Engineer

PKS: etg

Attachments(s)
pc: Mr. S.P. Ivey, PE, Division Engineer
Mr. Michael Hedrick, PE, County Maintenance Engineer
Mr. Shane Stewart, Rowan County Planning Department

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 9/ DISTRICT 1
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Telephone: (704) 630 3200
Fax: (704)639-7566
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION
Driveway Permit No. D091-080-21-00039	Date of Application 08/20/21	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
County: Rowan		
Development Name: ~~Okra Solar~~ OKRA HOLDINGS, LLC		

LOCATION OF PROPERTY:

Route/Road: SR 2356 & US 52

Exact Distance 4,400 ☐ Miles ☒ Feet N ☐ S ☐ E ☒ W ☐

From the Intersection of Route No. SR 2356 and Route No. US 52 Toward SR 2412

Property Will Be Used For: ☐ Residential /Subdivision ☐ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☒ Other

Property: Solar Farm ☒ is ☐ is not within Rowan County City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a $50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during and following construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- I agree that the entire cost of constructing and maintaining an approved private street or driveway access connection and conditions of this permit will be borne by the property owner, the applicant, and their grantees, successors, and assignees.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	James SCHAD	NAME	Emily Brown
SIGNATURE	[signature]	SIGNATURE	[signature]
ADDRESS	304 S. Second St.	ADDRESS	3310 N. Davidson St Apt 264
	Albemarle, NC 28001 Phone No. 704-608-4885		Charlotte, N.C. 28205

AUTHORIZED AGENT		WITNESS	
COMPANY	OKRA Holdings, LLC	NAME	Emily Brown
SIGNATURE	[signature], Brian C. Bodnar	SIGNATURE	[signature]
ADDRESS	1125 E Morehead St. Ste 202	ADDRESS	3310 N. Davidson St. Apt 264
	Charlotte, NC 28204 Phone No. (704) 301-9629		Charlotte, NC 28205

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE	DATE
[signature]	8/25/21

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE	TITLE	DATE

APPLICATION APPROVED BY NCDOT

SIGNATURE	TITLE	DATE
DocuSigned by: [signature] 7AA7144FF694423...	District Engineer	8/27/2021

INSPECTION BY NCDOT

SIGNATURE	TITLE	DATE

COMMENTS:

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	TACC PINES INV.	NAME	Emily Brown
SIGNATURE	Sam A. Nosh	SIGNATURE	Emily B.
ADDRESS	2210 Helig Rd Salisbury, NC 28146	ADDRESS	3310 N Davidson St Apt 264 Charlotte, NC
	Phone No. (704) 640-0056		

AUTHORIZED AGENT		WITNESS	
COMPANY	OKRA HOLDINGS, LLC	NAME	Emily Brown
SIGNATURE		SIGNATURE	Emily B.
ADDRESS	1125 E. Morehead St, Ste 202, Charlotte, NC 28204	ADDRESS	3310 N. Davidson St. Apt 264 Charlotte, NC 28205
	Phone No. (704) 665-5978		

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

ETG — 8/25/21

SIGNATURE — DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE — TITLE — DATE

APPLICATION APPROVED BY NCDOT

DocuSigned by: 7AA7144FF694423... — District Engineer — 8/27/2021

SIGNATURE — TITLE — DATE

INSPECTION BY NCDOT

SIGNATURE — TITLE — DATE

COMMENTS:

STANDARD PROVISIONS

1. The Rowan County Maintenance Engineer's Office shall be notified at least five (5) days prior to the actual start of work and upon completion of all the work. A pre-construction meeting with Michael Hedrick, P.E., County Maintenance Engineer, Telephone (704-630-3240) shall be held in order that he may schedule his inspections accordingly.

2. An executed copy of this driveway permit shall always be present at the site during construction. If safety or traffic conditions warrant such an action, the Department reserves the right to further limit, restrict or suspend operations within the right-of-way.

3. All materials and construction shall be in accordance with NCDOT standards and specifications, Including, but not limited to, the NCDOT Standard Specifications of Roads and Structures dated January 2018, the NCDOT Roadway Standard Drawings, and NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way

4. Strict compliance with the Policy on Street and Driveway Access to North Carolina Highways and Subdivision Roads Minimum Construction Standards manuals shall be required.

5. It shall be the responsibility of the developer to acquire or dedicate new right-of-way for all roadway improvements associated with the driveway permit. This shall include any and all construction easements, utility easements, sidewalk maintenance easements, etc. The Department of Transportation will not approve or take on maintenance of any facility that is located outside of recorded right-of-way. The developer shall identify the need for additional right-of-way or easements and officially record those with the respective county's register of deeds office.

6. Traffic control devices, lane closures, road closures, positive protection and/or any other warning devices shall be used in accordance with the latest NCDOT Roadway Standard Drawings, Standard Specifications for Roads and Structures, and/or any additional amendments. If there is no guidance provided in the above mentioned standards all traffic control devices shall comply with the latest Manual on Uniform Traffic Control Devices for Streets and Highways. The Department reserves the right to require a written traffic control plan for encroachment operations.

7. During construction, ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants, and hospitals. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.

8. The Department reserves the right to modify, remove, or relocate any access point if it is deemed necessary to maintain the safety, mobility, and efficiency of the roadway. The applicant may be held liable for the redesigning any necessary modifications, including but not limited to, medians, auxiliary lanes, and turning movement restrictions.

9. All permanent driveway connections shall be paved for a minimum of fifty (50) feet along the centerline of the new driveway.

10. It shall be the responsibility of the Permittee to determine the location of utilities in the encroachment area. The Permittee shall be responsible for notifying utility owners, providing protection and safeguards to prevent damage or interruption to existing facilities and for maintaining accessibility to existing utilities. Relocation costs of any utilities shall be the responsibility of the permittee.

11. All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Permittee in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, and policies. All earth areas shall be regarded and seeded in accordance with NCDOT Standard Specifications for Roads and Structures dated January 2018.

12. It shall be the responsibility of the developer to install all necessary regulatory traffic signage, pavement markings, etc. in accordance with the latest NCDOT Roadway Standard Drawings.

13. When surface areas in excess of one acre will be disturbed, the Permittee shall submit a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. Failure to provide information shall be grounds for suspension of operations.

14. Driveways must be constructed so that they do not adversely affect highway drainage or drainage of adjacent properties. Drainage and stability of the highway subgrade must not be impaired by driveway construction or roadside development. In no case may the construction of a driveway cause water to flow across the highway pavement, to pond on the shoulders or in the ditch, or result in erosion within the right-of-way.

15. It shall be the responsibility of the owner to maintain a sight distance triangle being measured seventy (70) feet in length, along the right of way, in each direction from the edges of the proposed or existing driveway and being measured ten (10) feet in width along each side of the drive from its intersection with the right of way and being in addition to the right of way. It is further understood that no structures, signage or vegetation over fifteen (15) inches in height shall be placed within the above described sight distance triangles.

16. It shall be the responsibility of the developer to ensure adequate sight distance in both directions at the driveway connection. Sight distance shall be based upon ten (10) feet of clear sight distance for each one (1) mile per hour of the prevailing speed limit.

17. While the Department of Transportation permits sidewalk construction within the right-of-way, behind curb and gutter sections only, the liability and maintenance of the sidewalk remains the responsibility of the permittee/property owners. All newly constructed sidewalk and curb ramps within NCDOT right-of-way must be constructed in compliance with the Americans with Disabilities Act (ADA) standards. See STD 848.05

18. In the event that plantings require relocation or removal for highway construction, reconstruction, maintenance or safety, such removal or relocation will be done immediately by the permittee (municipality/civic group/individual) upon notification by the Division of Highways, entirely at the expense of the permitee. The Division of Highways will not be responsible for any damage to the planting which may be done by third parties. Maintenance of the plantings will be the responsibility of the permitee. All plantings shall be maintained in a condition that will not interfere nor endanger vehicular or pedestrian traffic. Sightlines to roadway signs must be visible and unobstructed. No planting shall be taller than 24" above roadway elevations. All vegetation must maintain a minimum 5' setback from all ditches and drainage structures.

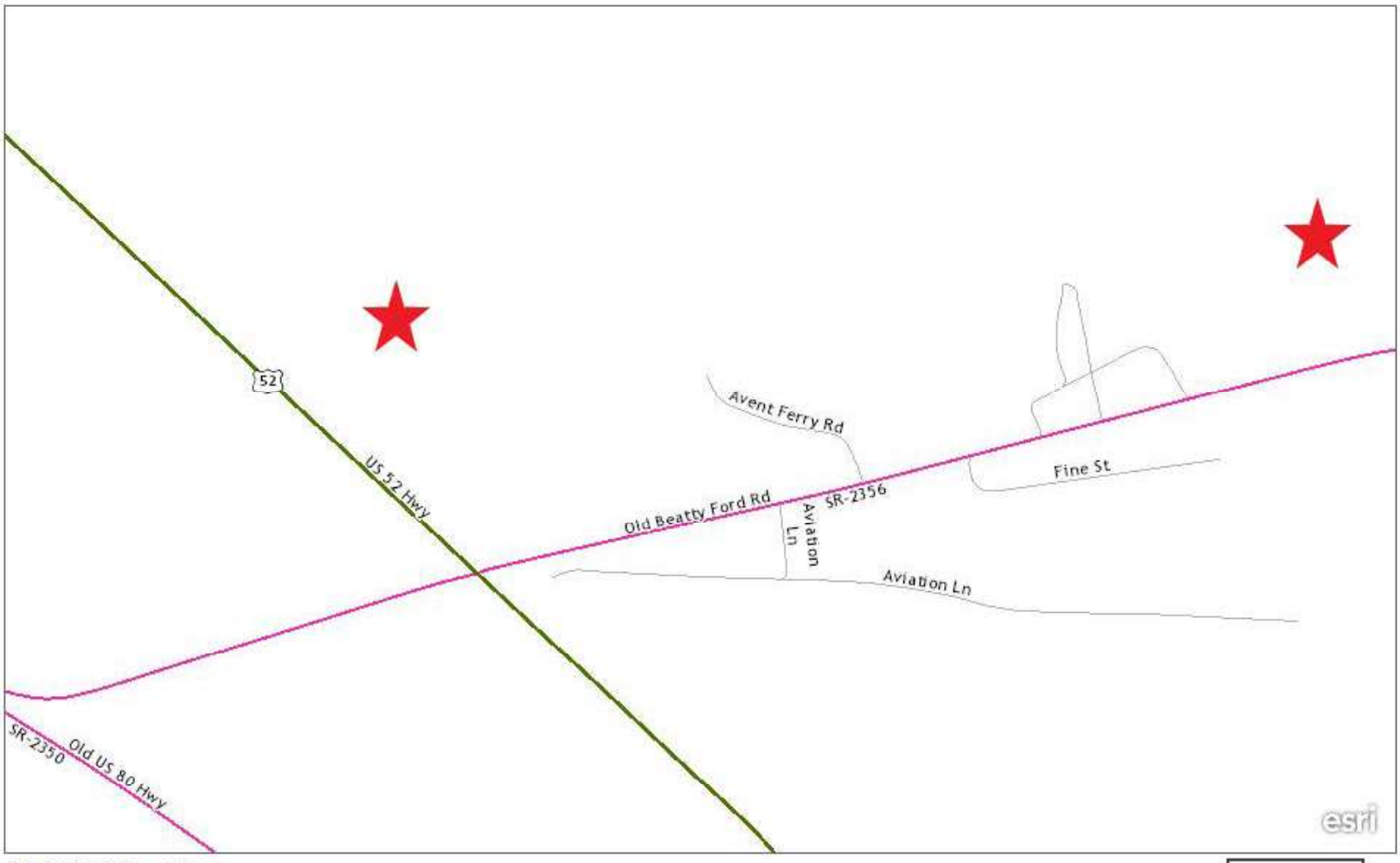
19. All temporary construction entrances are to be stoned and maintained at all times to prevent mud from being tracked onto the highway. Any mud/dirt which may collect on the roadway from equipment and/or truck traffic on site shall be removed in a timely manner to avoid any unsafe traffic conditions.

20. The driveway connection must be completed within one (1) year from the above approval date. Once this time has expired, a reapplication will be required.

21. All personnel performing any activity inside the highway right-of-way are required to be familiar with the NCDOT Maintenance/Utility Traffic Control Guidelines. All flagging, spotting, or operating Automated Flagger Assist Devices (AFAD) inside the highway right-of-way requires qualified and trained work zone flaggers. Training for this certification is provided by NCDOT training resources and pre-approved private entities. All personnel in charge of overseeing work zone traffic control are required to be qualified work zone supervisors. For any questions regarding proper work zone flagger or supervisor training please refer to our website at http://connect.ncdot.gov/projects/WZTC/pages/Training.aspx. You may also contact Kenneth Thornwell, P.E. at (919-814-5037) or kcthornwell@ncdot.gov

22. Prior to completing any work within five hundred (500') feet of a signalized intersection, please contact Division Traffic Engineer J.P. Couch at 336-747-7800. The developer will be held liable for any damages to existing signal loops or other components.

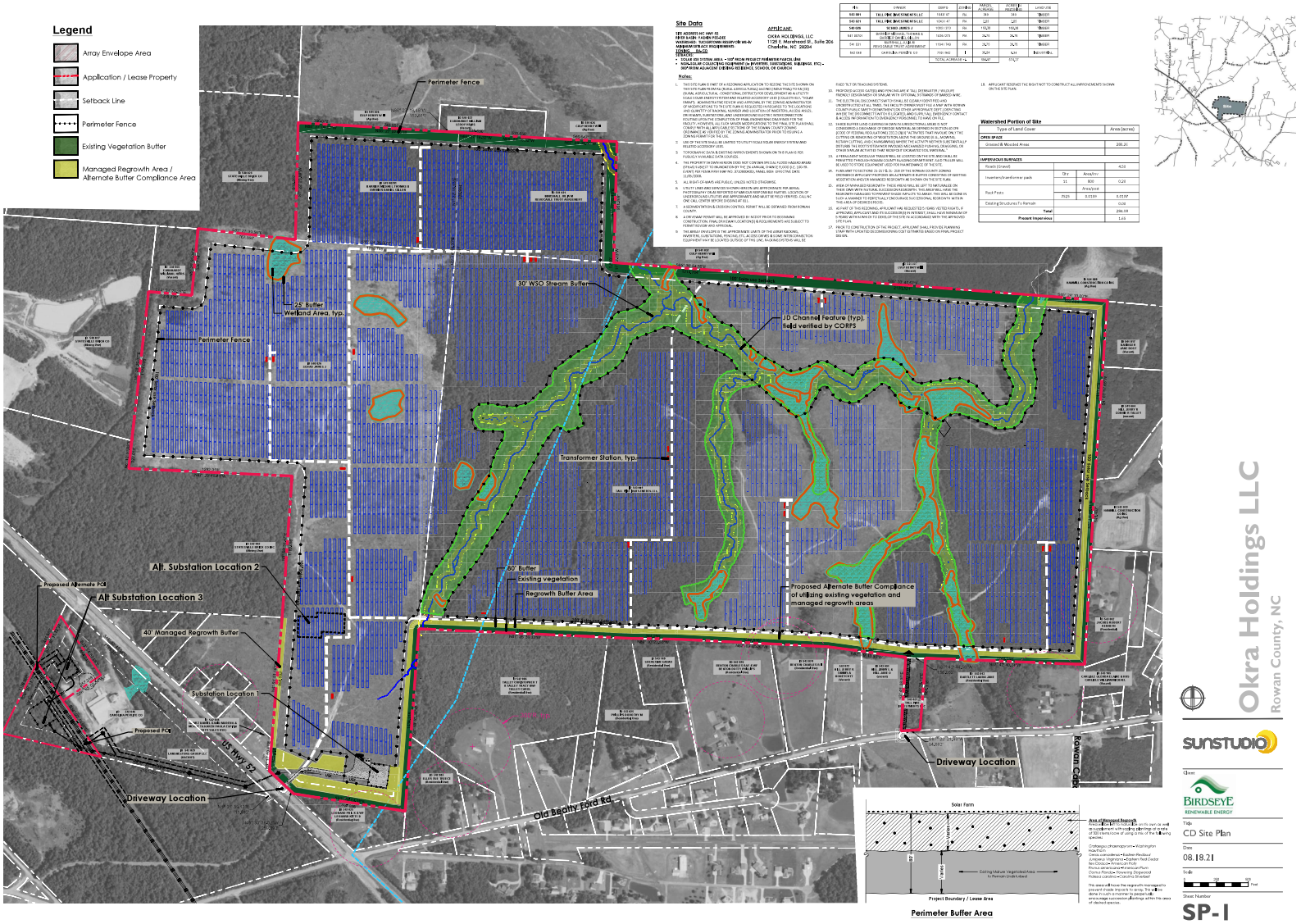
23. **Failure to comply with these set forth provisions will void your driveway access permit and may result in the removal of your driveway entrances.**



Div 9 Dist 1 Base Map

600ft

NCDOT GIS Unit, NCDOT STIP Unit | Esri and its data vendors | NCDOT PMU | NCDOT Traffic Survey Group staff collected, analyzed, processed and reported this data for calendar year 2019. | NCDOT GIS Unit



Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

Client
BIRDSEYE RENEWABLE ENERGY

Title
CD Site Plan

Date
08.18.21

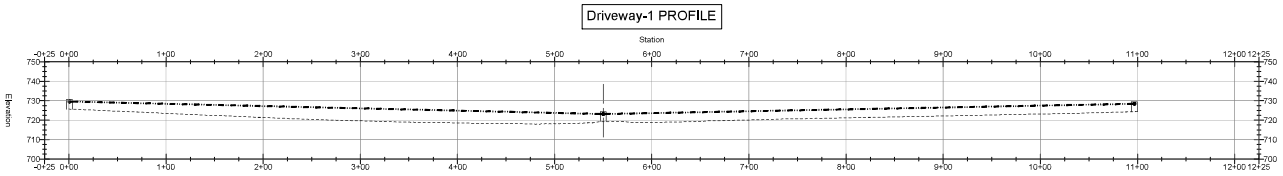
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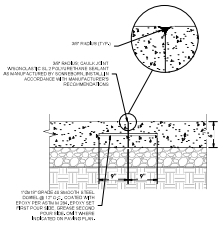




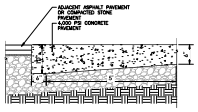
K1 Driveway 1 Site Plan



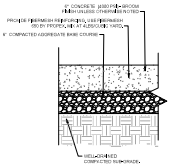
F1 Driveway 1 - Sight Distance Profile



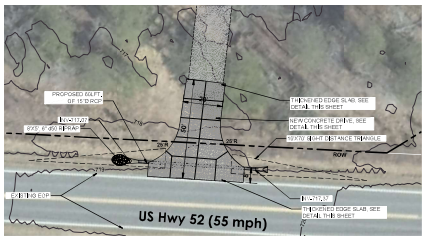
A1 Construction Joint



A5 Thickened Edge



A9 Concrete Paving



A13 Driveway Plan Enlargement

Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 979

Client
BIRDSEYE RENEWABLE ENERGY

Title
Driveway Plan

Date
08.20.21

Scale

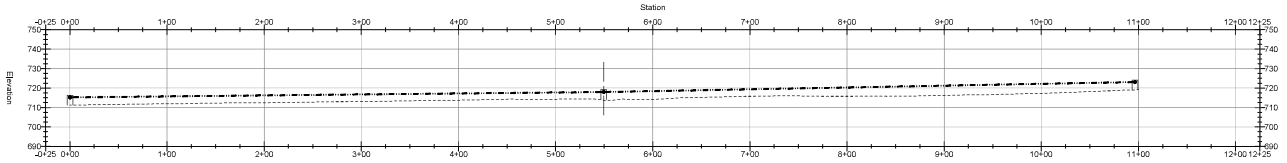
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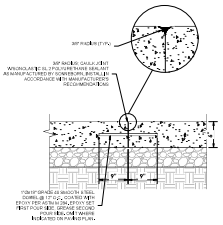


K1 Driveway 2 Site Plan

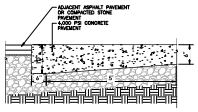
Driveway-2 PROFILE



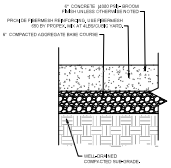
F1 Driveway 1 - Sight Distance Profile



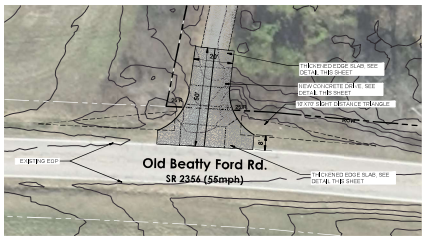
A1 Construction Joint



A5 Thickened Edge



A9 Concrete Paving



A13 Driveway Plan Enlargement

Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

Client
BIRDSEYE RENEWABLE ENERGY

Title
Driveway Plan

Date
08.20.21

Scale

Sheet Number
C1.00

PLANNING BOARD
Z 08-21 Exhibits
September 27, 2021

EXHIBIT 6

Decommissioning Estimate

NC PE's credentials and experience

Chris Sandifer PE

3118 Green Road Spring Hope, NC 27882
919-632-6519

Site Decommissioning Report

1 September 2021

Site Identification

Name		Okra Holdings, LLC	
Size	Queue	**69 MW**	2018-06-26 15:18:00
Address		US Highway 52, Gold Hill, NC	
POI Coordinates		35°30'40.27"N 80°19'18.51"W	
County / State		Rowan NC	

Transmission Data

Owner/Operator		Duke Energy Carolinas	
Circuit Name		Albemarle 100 kV White	
Voltage	Type	100 kV	Network

Qualifications

The estimated costs herein are based on the author's 40 plus year's engineering experience and 30 plus years' electrical contracting experience in the design and construction of utility scale energy facilities.

Work Scope

This decommission plan is for the fenced 551+/- acres portion of a 574+/- acre tract for a proposed photovoltaic renewable energy generator known as Okra Solar. The project is located in Rowan County NC, is to be rated for 69 MW AC.

Not included: The cost of removal of any Duke owned facilities such as a ring bus switch, metering, power quality monitoring and control equipment is not included. Planting of trees, shrubs, and other woody vegetation (re-forestation) is not included. It is assumed that re-grading of the site to remove any erosion control improvements such as diversion dikes and retention ponds would not desirable. It is further assumed that the rocked internal paths would remain. The land use is currently in wood fiber production. This access enhancement feature would be highly advantageous to future timber harvest and would boost the stump prices to the property owners in the future.

Included in the removal cost: Buried and above ground power conductors, communications, control cables and conduits, concrete equipment pads, fencing, transformers, switch gear, inverters, piles, racks, tracking equipment, and panels. It is expected that the entire disturbed site will be limed and re-seeded with native grasses.

Chris Sandifer PE

3118 Green Road Spring Hope, NC 27882
919-632-6519

Cost considerations

The cost estimates are based on employing a contractor with the experience and the ordinary equipment used in the deconstruction and decommissioning of PV solar farms or similar facilities. Cost estimates include current rates for the labor, materials, equipment depreciation, taxes, insurance, transport costs, equipment rental, overheads, and profit. Labor costs have been estimated using present day nonunion regional labor rates. There has been no future cost escalation or dollar deflation considerations. The equipment being decommissioned is assumed to be undamaged and in operating condition. The transformers, panels, solid state electronics and switch gear commonly have a 'used equipment' value significantly above scrap value in secondary after markets. Disassembly and removal of all other equipment is assumed to be performed without regard for any specific future material re-use except for recycled metals or landfill disposal. It is further assumed that there will be adequate material staging and laydown onsite for deconstruction, recyclables will transported to Charlotte, and the Rowan County Landfill will be used for wastes.

Cost breakdown table

	Qty	unit labor Cost $	Extended labor Cost $	tons	Freight Cost $	Land Fill Cost $	Total Restoration Cost $	unit salvage $/Lb	Extended salvage Cost $	Net Total $$
Item										
75 MVA transformer	1	$30K	$30,000	100	$3,389		$33,389	$2/kVA	$150,000	$116,611
Sungrow 3150U-MV	24	$900	$21,600	476	$4,233		$25,833	$4/kVA	$302,400	$276,567
2000 A 35kV bus 4 Lb./ft.	450	$2.5	$1,125	0.9	$8		$1,133	$3.38	$6,084	$4,951
35 kV Vacuum breakers	4	$800	$3,200	0.6	$5		$3,205	$2000/ea	$8,000	$4,795
100 kV circuit switcher	1	$3,000	$3,000	3.6	$32		$3,032	$5000/ea	$5,000	$1,968
200 kVAR shunt capacitors	75	$18	$1,350	2.1	$18		$1,368	$0.25	$1,031	-$337
Control panels	1	$200	$200	0.1	$1		$201	$600/ea	$600	$399
FTC Voyager tracker	1762	$325	$572,650	3172	$28,192		$600,842	$211/ton	$669,208	$68,366
tracking motor	1762	$13	$22,025	48	$423		$22,448	$0.25	$23,787	$1,339
racking harnesses (feet)	525000	$0.04	$18,375	9.5	$84		$18,459	$2.20	$41,580	$23,121
4/0 Cu 35 kV cable	47700	$0.35	$16,695	33.4	$297		$16,992	$1.10	$73,458	$56,466
PVC conduits	15900	$0.40	$6,360	15.9	$0	$572	$6,932	$0	$0	-$6,932
communications cable ft.	15900	$0.1	$954	0.8	$7		$961	$0.50	$795	-$166
fence 9 Gauge 1.75" mesh	25400	$0.45	$11,430	63	$562		$11,992	$188/ton	$11,890	-$102
concrete fence post/ 10ft	2540	$5	$12,700	64	$353	$2,286	$15,339	$0	$0	-$15,339
concrete pad 21' X 9 'X .5'	22	$300	$6,600	7	$39	$255	$6,895	$0	$0	-$6,895
Crush path 4" X 14'	0	$6/yd	$0	0	$0	$0	$0	$0	$0	$0
PV modules	172,718	$3/ea	$518,154	4430	$39,380		$557,534	$4/ea	$690,872	$133,338
Re-seeding (acre)	420	$120/acre	$50,400	0	$0		$50,400	$0	$0	-$50,400
Net Decommissioning is a Positive cash flow			$1,296,818		$77,023	$3,114	**$1,376,955**		$1,984,705	**$607,750**

This estimate is not based on a final project design. This estimate assumes the 551 acres can be effectively used for panel installation as shown on the site plan. Due to terrain, drainage, wetlands, access roads, additional setbacks and buffers, the actual number of panels installed

in any specific area is subject to change. The name and contact information for the manufacturer of the installed power generating panels has not been selected at this time. The panel manufacturer will be selected at a date closer to construction to ensure product availability and competitive pricing. The name and contact information for the company / contractor performing the installation will be identified after a final design and a complete set of construction plans are let for bids. The proposed schedule for synchronizing this project with the grid is the fourth quarter 2022 or the first quarter 2023. The panel currently under consideration for this project is the Jenko EAGLE 72HM G5b JKM515-535M-72HL4-TV-D2-US. Jenko has provided over 12 GW of panels to the US Market and a recognize leader in this industry. There is no copy of a manufacturer's recommendation for end of life management of equipment available. The primary and secondary contact information for the party responsible for management of installed equipment at the end of its useful life is unknown at this time. The Lessors have executed a Memorandum of Lease for their properties to be used for this project which the Lessee has duly recorded with the Register of Deeds in Rowan County.

The decommissioning costs herein are based on the following:

- FTC Voyager single axis trackers
- hydraulically installed racking piles – no concrete bases
- 550 W Jinko Eagle 72MH G5B panels
- copper conductors for the DC strings
- copper conductors for the low and medium voltage AC collector systems
- 4/0 copper MV cable for the 35 kV collection system
- Sungrow 3150U-MV inverters with integral GSU transformers
- 45/60/75 ONAN/ONAF/ONAF MVA rated Substation transformer
- six foot chain link fencing

Methods

All facilities will be considered to be de-energized with a visible means of "lock out – tag out" before removal. All the site facilities are assumed to be removed on the same mobilization and no part of the total facility will remain in operation. The inverters with transformers would be removed intact. The 75 MVA GSU transformer would be disassembled on site with the transformer fluid, radiators, bushings etc. contained and/or crated for reassembly. The other above ground and underground PV plant material will be mechanically disassembled in appropriate sizes for salvage and disposal, loaded and transported to their applicable destinations.

Chris Sandifer PE

3118 Green Road Spring Hope, NC 27882
919-632-6519



1 September 2021

This cost estimate was not based on detailed construction drawings but it would be typical for a project of this scope and type. Consequently the engineer accepts no liability for errors, omissions, or the adequacy as compared to the actual installed facilities. It is a violation of North Carolina State law for any person, unless acting under direction of a licensed professional engineer to alter this document.

Chris Sandifer PE

3118 Green Road Spring Hope, NC 27882
chrissandifer@embarqmail.com

1 September 2021

Ms. Rebecca Cheatham
Project Developer
Birdseye Renewable Energy
1125 E. Morehead St., Suite 202
Charlotte, NC 28204

Subject: Okra Holdings, LLC Health and Safety Report

Ms. Cheatham:

Okra Holdings, LLC proposes to construct a Utility Scale Solar Farm near the southern border of Rowan County, NC just east of US Highway 52 (Parcel Identification Number 6614-00-15-4655, 6614-00-13-4887, 6604-02-75-0947, 6604-02-77-2875, 6604-02-87-5727 and 6604-04-53-5618). I am familiar with the proposed type of equipment for this solar facility. I have studied the location and siting of this proposed project. I am familiar with the site plan for this project and its interconnection to the electrical grid. Please reference the Curricula Vitae that was sent separately to assess my unique qualifications to evaluate solar farms' health, safety and harmony. I have training and experience reviewing building codes as well as zoning and land use ordinances and regulations. My opinions with regard to issues related to solar farm equipment and design, solar farm locations, and solar farm safety impact have been accepted in judicial and quasi-judicial forums in the State of North Carolina, including municipal and county subdivisions of the State.

I have been employed in the solar industry for the past twelve (12) years, and I am familiar with the concepts of electrical engineering and design. I previously worked for Duke Energy and its predecessors in various roles, including interconnecting solar farms to the electric grid. My experience in the solar industry has taught me that solar farms are a practical solution to the need for sources of clean and renewable energy to power modern society.

I grew up on a farm in South Carolina and currently live on my own farm in Nash County, North Carolina. I also managed an additional 1,700 acres of family-owned, traditional farm lands in Lee, Nash, Edgecombe and Warren Counties in North Carolina. My family and I currently lease approximately 100 acres in Lee County, North Carolina for solar energy production (three 5 MW farms), on jointly owned property, with plans to expand the lease area. As an engineer, electrical contractor, farmer, and land owner, I have an abundance of tangible experience with solar farm design, construction, operation, and maintenance. Consequently, I understand the equipment, and procedures required for a safe and environmentally responsible installation and decommission and the subsequent removal of a solar farm's

facilities. I know that not only will the land not suffer detriment after the solar farm is removed but the soil will once again have the natural organisms which are vital to sustained organic crop production. I also appreciate the importance of having a steady and stable cash flow for a percentage of the annual farm business income.

I serve on the Nash County Planning Board. Nash County was one of the first counties in North Carolina to assess and approve photovoltaic solar farms. The Nash County Board of Commissioners has approved thirty-eight (38) utility-scale solar farms to date. The Board's experience with solar farms, as well as that of the Nash County Planning Department, has been very positive, and Nash County looks forward to more solar projects to benefit our community.

After construction is completed, the proposed Solar Farm will neither emit odor nor generate dust, as even common uses such as farming can. There is no permanent on-site parking or loading areas proposed, as this is an unmanned facility. Sound during full output operation of the Solar Farm will be indistinguishable from ambient background noise at the property boundary. The Solar Farm produces no noise at night.

The proposed Solar Farm will connect to and serve the existing power grid. Power distribution lines will be located underground except for interconnection of the facility to the power grid. Solar farms are safe, non-hazardous, unobtrusive, environmentally friendly, and advance the public necessity of adopting renewable sourcing of electricity. Because they are unpaved, they have beneficial stormwater and ground water recharging effects.

The proposed solar farm will consist of photovoltaic (PV) modules ("Panels") mounted on horizontal metal brackets that are attached to metal piles which are hydraulically pressed into the ground to minimize soil disturbance. The proposed solar panels do not contain any radioactive material, hazardous chemicals, or other material that could potentially cause harm to the surrounding community. The solar panels are non-combustible. They are safe and create no site emissions, odor, or dust. A solar facility is a low impact, passive use of the land. Solar farms enjoy widespread support from environmental organizations. Over 7,000,000 kW of solar generation are already connected to the grid in North Carolina. Solar technology like that proposed for the Property, is not new; solar panels have been in operation for more than fifty (50) years in the United States. The solar array may contain moving parts to enable the panels to track the sun's position in the sky. All electric components will have an Underwriters Laboratories (UL) listing and will comply with the edition of the National Electrical Code in effect at the time of construction.

From my education and experience, I know that EMF is present wherever electricity is present. For example, EMF is produced by magnets, electric tools, computers, radio and television transmitters, mobile phones, and medical devices. EMF is produced by a variety of natural sources as well as the production and distribution of electrical power. Ordinary household appliances such as televisions and refrigerators produce EMF. EMF strength attenuates rapidly as the distance from the source increases. PV panels produce weaker EMF than many household appliances, such as televisions and refrigerators.

The inverters (a solid state electronic device) used to convert electricity from direct current (DC) to alternating current (AC) power, will be located in the interior of the solar facility. Although the inverters inside the solar farm facility produce EMF, the strength of the fields decline rapidly with distance such that EMF measured at the perimeter of the physical facility is generally immeasurable when compared to background EMF.

Electricity is vital for our everyday lives and is essential for a growing economy. Aging traditional generation plants, such as coal and nuclear, will need to be shut down and replaced with new generation facilities. Solar farms are a public necessity in that they generate clean, inexpensive, and unlimited resource that should be preferred to conventional sources of power such as coal, gas, and nuclear energy. These conventional sources of electricity are expensive, use finite resources that require significant environmental disruption and public safety risks to extract and to utilize. This facility will not produce any by product waste such as coal ash or spent nuclear rods that could potentially endanger the environment.

Every NC utility scale solar project must receive a Certificate of Public Convenience and Necessity from the North Carolina Public Utilities Commission in order to make application to connect to the electric grid. Per the Solar Energy Industries Association, NC had over 7,000 MW of photovoltaic generation interconnected to the grid at the end of 2020. The costs for solar panels and electronic equipment continue to decrease as a result of mass production synergies. The output of solar panels has doubled in the last 10 years and the outputs are steadily rising due to improved technologies. The costs for utility scale energy storage are now also tracking down at the same rate and for the same causes. Duke Energy for example has retired 52 coal plants since 2010 and touts it has plans to reduce carbon emissions by 50% by the year 2030 and to be net-zero by 2050. This utility has found renewables to be a cost efficient solution for their new generation.

Approximately 40% of the US annual corn production is refined into ethanol. In 2018 the US Dept. of Energy reported 14.34 billion bushels of corn produced with 5.60 billion bushels used for ethanol fuel. At 165 bushels per acre that is 34 million acres of corn used for fuel. The ubiquitous solar panels installed in 2021 projects would produce that same net energy by using only 567 thousand acres. Photovoltaics are 60 times more efficient than photosynthesis derivatives.

The subject property adjacent to existing power transmission structures utilized to transmit power through the region. In order to effectively distribute electricity, the solar farm has to match the voltage of the line it is “tapping” into. Therefore, the electricity generated and transmitted by a solar farm does not increase the electrical voltage already present in the existing lines of the subject property and adjacent neighborhood, nor does it increase the current in the lines because it simply replaces current from other sources.

Solar farms make good transitional land uses in areas where suburban development is not envisioned in the immediate future. Solar farms, such as the one proposed, allow property owners to maintain large areas for future development while generating income from the

property. At the end of the useful life of the proposed Solar Farm, the land is easily redeveloped for home or other land uses or restored to farming.

Based upon the above stated facts and upon my experience as the engineer of record for multiple solar farms in North Carolina, and my review of this proposed Solar Farm, it is my professional opinion that:

- the proposed Solar Farm is appropriate.
- the proposed Solar Farm will not materially endanger the public health or safety, if located and installed according to the plan submitted and approved.
- the proposed Solar Farm will, if developed according to the plan as submitted and approved, will be in harmony with the area in which it will be located.
- the proposed Solar Farm is essential and desirable to the public convenience and welfare.
- the proposed Solar Farm will have adequate utilities, access roads, drainage, sanitation or other necessary facilities provided.
- the Proposed Solar Farm will, in all other respects, conform to the applicable regulations of the district in which it is located.

Please feel free to contact me, should you have any questions.

With Best Regards

Chris M. Sandifer PE



Chris Sandifer PE

CHRIS SANDIFER, PE

Spring Hope, NC 27882 ● 919.632.6519
chrissandifer@embarqmail.com

Registered and licensed professional Electrical Engineer with broad expertise in the design, building, maintenance and application of electrical power distribution systems since 1972. Extensive experience and proficiency in the redesign, repair, and rebuilding of large rotating electrical equipment and large power transformers. Developed and maintains a comprehensive knowledge of electrical and mechanical physics that enable a superior design. 30 years electric utility engineering experience.

Solar Experience

Engineering Consultant **2010 - 2021**

- Provide a total scope of medium and high voltage interconnection services for utility scale solar voltaic renewable energy developers including circuit design and equipment specifications.
- Vet potential solar farm sites for interconnection to the grid pursuant to the utility's compatibility requirements. The energy injection evaluations consider the size of the aggregate generation on the circuit, cumulative voltage drop, utility facility capacities, power flows, power factor, circuit stiffness factor and voltage flicker.
- Provide a budget cost for the required utility system upgrades.
- Provided preliminary solar site layouts, interconnection application technical data, and a single line diagram for each Interconnection package to the utility.
- Perform post mortem failure analyses for all types of renewable generator equipment including fluid filled transformers, switchgear and inverters.
- Provided expert testimony as to the 'health and safety' and the harmony in hundreds of hearings for zoning, CUPs & SUPs along the eastern seaboard.
- Registered professional engineer in SC, NC, FL, GA, VA, ID, MT, & TX.

Electrical Contractor **1999 - 2021**

A Licensed Electrical Contractor with the Unlimited Classification in NC since 1999. That business focus has been primarily the construction of medium and high voltage interconnections of utility scale renewable generators including photovoltaic, hydroelectric and landfill gas generators.

Education

Bachelor of Science, Electrical and Computer Engineering
Clemson University, Clemson, South Carolina

Farming

I grew up on a farm in SC and currently live on a farm in Nash County, NC. I currently lease approximately 100 acres for photovoltaic energy production The importance of having a steady and stable cash flow for a percentage of the farm income is appreciated.

Planning Board

I serve on the Nash County Planning Board. Nash County has approved 38 utility-scale solar farms to date. The Board's experience with solar farms, as well as that of the Nash County Planning Department staff, has been very positive, and we look forward to more solar projects to benefit our community.

ATTACHMENT 8

Facilities Study Agreement

THIS AGREEMENT ("Agreement") is made and entered into this May 19, 2021 day of May 19, 2021, 20 May 19, 2021 by and between **Okra Holdings, LLC**, a Limited Liability Company organized and existing under the laws of the State of North Carolina, ("Interconnection Customer,") and, **Duke Energy Carolinas, LLC**, a Limited Liability Company existing under the laws of the State of North Carolina, ("Utility"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity in addition to an existing Generating Facility consistent with the Interconnection Request Application Form completed by the Interconnection Customer, dated February 4, 2020, and received by the Utility on February 4, 2020; and the single-line drawing provided by the Interconnection Customer, dated June 8, 2018, and received by the Utility on February 4, 2020, and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

WHEREAS, the Utility has completed a System Impact Study and provided the results of said Study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the System Impact Study); and

WHEREAS, the Interconnection Customer has requested the Utility to perform a Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the System Impact Study and/or any other relevant studies in accordance with Good Utility Practice to physically and electrically connect the Generating Facility with the Utility's System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the North Carolina Interconnection Procedures.

2. The Interconnection Customer elects and the Utility shall cause to be performed a Facilities Study consistent with the North Carolina Interconnection Procedures.

3. The scope of the Facilities Study shall be subject to data provided in Appendix A to this Agreement.

4. The Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact studies. The Facilities Study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Utility's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the construction time required to complete the installation of such facilities.

   If the study is for a Project B, the Study shall assume the interdependent Project A is interconnected.

5. The Utility may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Generating Facility if it is willing to pay the costs of those facilities.

6. A deposit of the good faith estimated Facilities Study cost is required from the Interconnection Customer. If the unexpended portion of the Interconnection Request deposit made for the Interconnection Request exceeds the estimated cost of the Facilities Study, no payment will be required of the Interconnection Customer.

7. In cases where Upgrades are required, the Facilities Study must be completed within 45 Business Days of the Utility's receipt of this Agreement, or completion of the Facilities Study for an Interdependent Project A whichever is later. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the Facilities Study must be completed within 30 Business Days. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Facilities Study. If the information requested by the Utility is not provided by the Interconnection Customer within a reasonable timeframe to be identified by the Utility in writing, the Utility shall provide the Interconnection Customer written notice providing an opportunity to cure such failure by the close of business on the tenth (10th) Business Day following the posted date of such notice, where failure to provide the information requested within this period shall result in the Study being terminated and the Interconnection Request being deemed withdrawn. The period of time for the Utility to complete the Facilities Study shall be tolled during any period that the Utility has requested information in writing from the Interconnection Customer necessary to complete the Study and such request is outstanding.

8. Once the Facilities Study is completed, a Facilities Study Report shall be prepared and transmitted to the Interconnection Customer.

9. Any study fees shall be based on the Utility's actual costs and will be deducted from the Interconnection Request deposit made by the Interconnection Customer at the time of the Interconnection Request. After the Study is completed the Utility shall deliver a summary of costs incurred.

10. The Interconnection Customer must pay any Study costs that exceed the Interconnection Request deposit without interest within 20 Business Days of receipt of the invoice. If the unexpended portion of the Interconnection Request deposit exceeds the invoiced fees and the Interconnection Customer withdraws the Interconnection Request, the Utility shall make refund to the Customer pursuant to Section 6.3 of the North Carolina Interconnection Procedures.

11. If the Interconnection Customer submitted prepayment or Financial Security reasonably acceptable to the Utility for Network Upgrades under Section 4.3.9 of the North Carolina Interconnection Procedures, the Parties agree that this pre-payment or Financial Security shall be held by the Utility as a non-refundable pre-payment for the estimated cost of Network Upgrades and Interconnection Customer expressly agrees this pre-payment amount shall be forfeited to the Utility to construct the Network Upgrades if the Interconnection Request is subsequently withdrawn. The Network Upgrades pre-payment amount shall be trued up by the Utility in the Detailed Estimated Upgrade Charges amount calculated during the Facilities Study and identified in a Facilities Study Report to be included in a future Interconnection Agreement.

12. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

13. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

14. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein

assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

15. Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

16. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

17. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

18. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

19. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this

Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

20. Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

For Duke Energy Carolinas, LLC

Name: Jeffrey W. Riggins
Jeffrey W. Riggins (May 19, 2021 10:58 EDT)

Print Name: Jeffrey W. Riggins

Title: Director, DET Interconnections

Date May 19, 2021

For Okra Holdings, LLC

Name:

Print Name: Brian C. Bednar

Title: Manager

Date March 8, 2021

Data to Be Provided by the Interconnection Customer with the Facilities Study Agreement

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, circuits, etc.

On the one-line diagram, indicate the Maximum Generating Capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Utility station. Number of generation connections: 1

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No X

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____

(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Generating Facility?

The Facility will be under closed loop control utilizing a plant controller and data loggers

What protocol does the control system or PLC use?

Modbus TCP, Modbus RTU, DNP3, or any other protocols supported by the SEL-3530

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, distribution line, and property lines.

Physical dimensions of the proposed interconnection station:

see attached

Bus length from generation to interconnection station:

_____

Line length from interconnection station to Utility's System.

_____

Tower number observed in the field (Painted on tower leg)*:

_____

Number of third party easements required for lines*:

_____

* To be completed in coordination with Utility.

Is the Generating Facility located in Utility's service area?

Yes X No _____ If No, please provide name of local provider:

_____

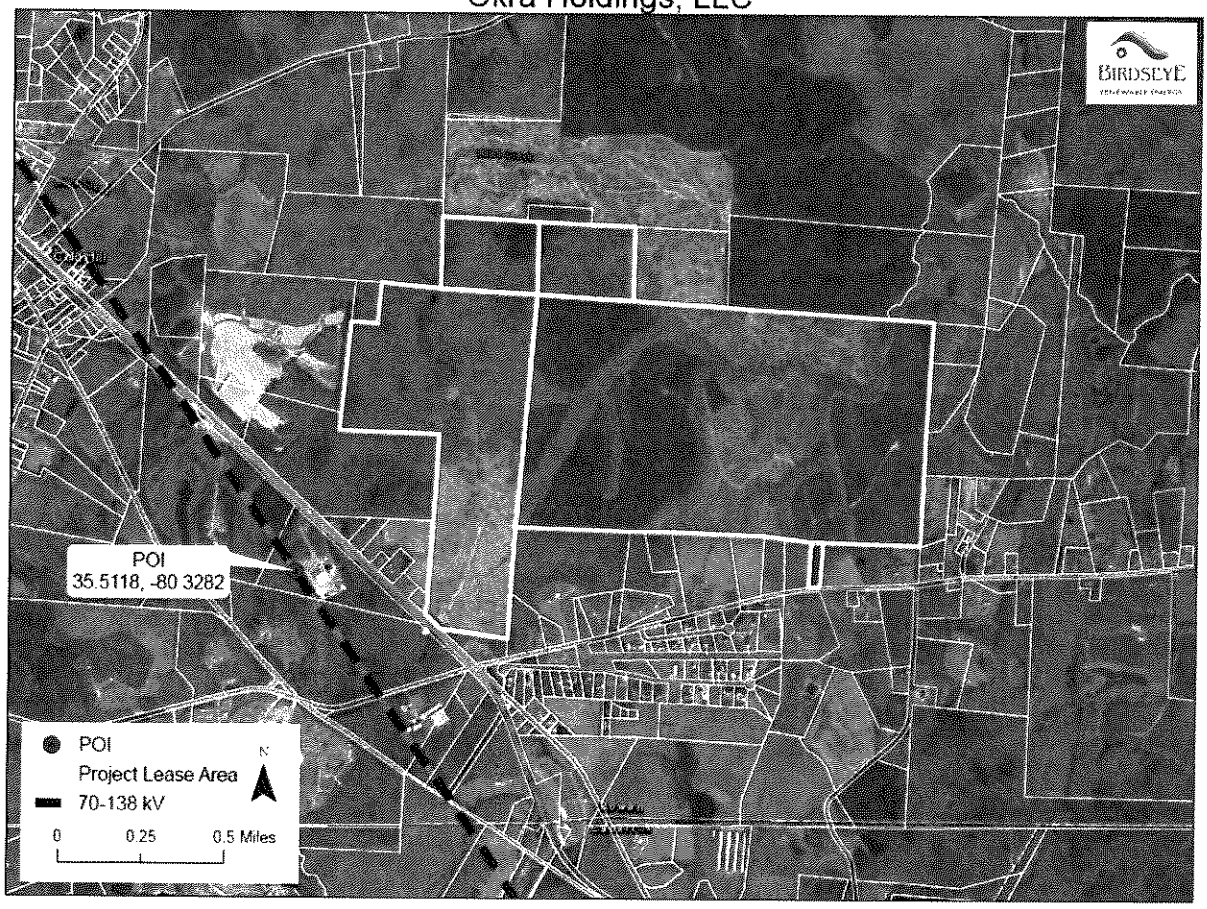
Please provide the following proposed schedule dates:

Begin Construction	Date: 10/15/21
Generator step-up transformers receive back feed power	Date: 10/07/22
Generation Testing	Date: 11/01/22
Commercial Operation	Date: 12/10/22

Utility Provided Information:

Okra Holdings, LLC
14750 US-52
Gold Hill, NC 28071

Okra Holdings, LLC



Contract Capacity$_{\text{with capacitor bank}}$ is 68,500 kW$_{AC}$
Contract Capacity$_{\text{without capacitor bank}}$ is 63,800 kW$_{AC}$

The point of interconnection is in between structures 75 and 76 on the Albemarle White transmission line.

The Company's substation will be positioned to the East of the transmission line.

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EXHIBIT 8

Glare Study

FORGESOLAR GLARE ANALYSIS

Project: **Okra 2021**
Rowan, NC

Site configuration: **Okra**
Analysis conducted by Wendy Stormont (Labernethy@birdseyeenergy.com) at 13:30 on 28 May, 2021.

U.S. FAA 2013 Policy Adherence

The following table summarizes the policy adherence of the glare analysis based on the 2013 U.S. Federal Aviation Administration Interim Policy 78 FR 63276. This policy requires the following criteria be met for solar energy systems on airport property:

- No "yellow" glare (potential for after-image) for any flight path from threshold to 2 miles
- No glare of any kind for Air Traffic Control Tower(s) ("ATCT") at cab height.
- Default analysis and observer characteristics (see list below)

ForgeSolar does not represent or speak officially for the FAA and cannot approve or deny projects. Results are informational only.

COMPONENT	STATUS	DESCRIPTION
Analysis parameters	PASS	Analysis time interval and eye characteristics used are acceptable
2-mile flight path(s)	PASS	Flight path receptor(s) do not receive yellow glare
ATCT(s)	N/A	No ATCT receptors designated

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

FAA Policy 78 FR 63276 can be read at https://www.federalregister.gov/d/2013-24729

SITE CONFIGURATION

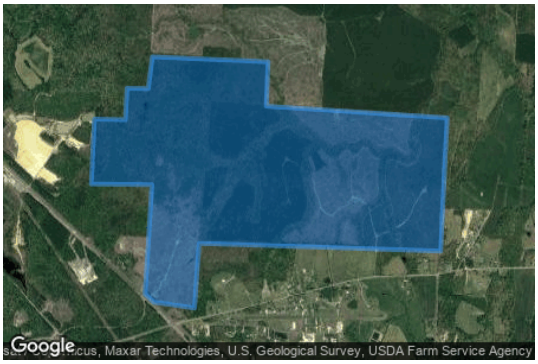
Analysis Parameters

DNI: peaks at 1,000.0 W/m^2
Time interval: 1 min
Ocular transmission coefficient: 0.5
Pupil diameter: 0.002 m
Eye focal length: 0.017 m
Sun subtended angle: 9.3 mrad
Site Config ID: 54197.9738



PV Array(s)

Name: Okra
Axis tracking: Single-axis rotation
Tracking axis orientation: 180.0°
Tracking axis tilt: 0.0°
Tracking axis panel offset: 0.0°
Max tracking angle: 60.0°
Resting angle: 60.0°
Rated power: -
Panel material: Light textured glass without AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	35.510300	-80.322529	716.95	15.00	731.95
2	35.509816	-80.321889	718.54	15.00	733.54
3	35.509473	-80.318938	722.63	15.00	737.63
4	35.513280	-80.318609	702.94	15.00	717.94
5	35.512826	-80.301071	711.17	15.00	726.17
6	35.520669	-80.300594	699.08	15.00	714.08
7	35.521359	-80.313727	701.75	15.00	716.75
8	35.523970	-80.313599	697.96	15.00	712.96
9	35.524261	-80.322003	720.77	15.00	735.77
10	35.522392	-80.322298	725.07	15.00	740.07
11	35.522409	-80.323838	716.60	15.00	731.60
12	35.520557	-80.323957	720.75	15.00	735.75
13	35.520598	-80.326205	714.53	15.00	729.53
14	35.516775	-80.326436	727.70	15.00	742.70
15	35.516734	-80.322036	725.15	15.00	740.15

Flight Path Receptor(s)

Name: Into Gold Hill Community Airpark - East
Description:
Threshold height: 50 ft
Direction: 270.0°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.508950	-80.305943	729.79	50.00	779.79
Two-mile	35.508955	-80.270383	667.60	665.65	1333.25

Name: Into Gold Hill Community Airpark - West
Description:
Threshold height: 50 ft
Direction: 88.4°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.508877	-80.314229	730.78	50.00	780.79
Two-mile	35.508090	-80.349775	755.96	578.28	1334.24

Name: Into Stanly County Airport 22L - NE
Description:
Threshold height: 50 ft
Direction: 217.4°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.420239	-80.146373	573.18	50.00	623.18
Two-mile	35.443193	-80.124774	506.89	669.75	1176.63

Name: Into Stanly County Airport 22R - NE
Description:
Threshold height: 50 ft
Direction: 216.6°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.421982	-80.147700	574.23	50.00	624.23
Two-mile	35.445185	-80.126506	527.88	649.80	1177.68

Name: Into Stanly County Airport 4L - SW
Description:
Threshold height: 50 ft
Direction: 37.0°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.415719	-80.153509	585.68	50.00	635.68
Two-mile	35.392622	-80.174874	550.80	638.34	1189.14

Name: Into Stanly County Airport 4R - SW
Description:
Threshold height: 50 ft
Direction: 35.6°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.410430	-80.155472	603.69	50.00	653.70
Two-mile	35.386927	-80.176157	552.83	654.32	1207.15

GLARE ANALYSIS RESULTS

Summary of Glare

PV Array Name	Tilt (°)	Orient (°)	"Green" Glare min	"Yellow" Glare min	Energy kWh
Okra	SA tracking	SA tracking	0	0	-

Total annual glare received by each receptor

Receptor	Annual Green Glare (min)	Annual Yellow Glare (min)
Into Gold Hill Community Airpark - East	0	0
Into Gold Hill Community Airpark - West	0	0
Into Stanly County Airport 22L - NE	0	0
Into Stanly County Airport 22R - NE	0	0
Into Stanly County Airport 4L - SW	0	0
Into Stanly County Airport 4R - SW	0	0

Results for: Okra

Receptor	Green Glare (min)	Yellow Glare (min)
Into Gold Hill Community Airpark - East	0	0
Into Gold Hill Community Airpark - West	0	0
Into Stanly County Airport 22L - NE	0	0
Into Stanly County Airport 22R - NE	0	0
Into Stanly County Airport 4L - SW	0	0
Into Stanly County Airport 4R - SW	0	0

Flight Path: Into Gold Hill Community Airpark - East

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Gold Hill Community Airpark - West

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Stanly County Airport 22L - NE

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Stanly County Airport 22R - NE

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Stanly County Airport 4L - SW

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Stanly County Airport 4R - SW

0 minutes of yellow glare
0 minutes of green glare

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
Glare analyses do not account for physical obstructions between reflectors and receptors. This includes buildings, tree cover and geographic obstructions.
Several calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare.
The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
Glare vector plots are simplified representations of analysis data. Actual glare emanations and results may differ.
The glare hazard determination relies on several approximations including observer eye characteristics, angle of view, and typical blink response time. Actual results and glare occurrence may differ.
Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
Refer to the Help page at **www.forgesolar.com/help/** for assumptions and limitations not listed here.

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September 27, 2021

EXHIBIT 9

NC Clearinghouse Documents

OFFICIAL COPY

Sep 18 2020

STATE OF NORTH CAROLINA
DEPARTMENT OF ADMINISTRATION

Roy Cooper
GOVERNOR

Machelle Sanders
Secretary

September 18, 2020

Kimberley Campbell
North Carolina Department of Commerce
Utilities Commission
4325 Mail Service Center
Raleigh, NC 27699-4325

Re: SCH File # 21-E-4600-0700 Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Hig

Dear Kimberley Campbell:

The above referenced environmental impact information has been reviewed through the State Clearinghouse under the provisions of the North Carolina Environmental Policy Act.

Attached to this letter are comments made in the review of this document. Because of the nature of the comments, it has been determined that no further State Clearinghouse review action on your part is needed for compliance with the North Carolina Environmental Policy Act. The attached comments should be taken into consideration in project development.

Sincerely,

Crystal Best
State Environmental Review Clearinghouse

Attachments

Mailing Address:
NC DEPARTMENT OF ADMINISTRATION
1301 MAIL SERVICE CENTER
RALEIGH, NC 27699-1301

Telephone: (919)807-2425
Fax: (919)733-9571
COURIER: #51-01-00
Email: state.clearinghouse@doa.nc.gov
Website: www.ncadmin.nc.gov

Location:
116 WEST JONES STREET
RALEIGH, NORTH CAROLINA

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
JAMIE RAGAN
Director

NORTH CAROLINA
Environmental Quality

MEMORANDUM

To: Crystal Best
State Clearinghouse Coordinator
Department of Administration

From: Lyn Hardison
Division of Environmental Assistance and Customer Service
Environmental Assistance and Project Review Coordinator
Washington Regional Office

RE: 21-0700
Environmental Review - Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility, Docket # SP-26028 Sub 0.
Rowan County

Date: September 14, 2020

The Department of Environmental Quality has reviewed the proposal for the referenced project. Based on the information provided, several of our agencies have identified permits that may be required and offered some valuable guidance to help minimize impacts to aquatic and terrestrial wildlife resources. The comments are attached for the applicant's review.

A project of this size should have a Scoping meeting to discuss the full scope of project with the State and Federal permitting and resources agencies. The meeting is design to discuss all permits that will be required, any potential environmental impacts that may be present and will improve the permitting processes. Please ask the applicant to contact Paul Williams, Permit Assistance Coordinator, in the Department's Winston Salem Regional Office, to coordinate a scoping meeting. His contact information is 336-776-9631 and paul.e.williams@ncdenr.gov .

Thank you for the opportunity to respond.

Attachments

State of North Carolina Department of Environmental Quality
INTERGOVERNMENTAL REVIEW PROJECT COMMENTS

Reviewing Regional Office: MRO
Project Number: 21-0700 Due Date: 9/11/2020
County: Rowan

After review of this project it has been determined that the DEQ permit(s) and/or approvals indicated may need to be obtained in order for this project to comply with North Carolina Law. Questions regarding these permits should be addressed to the Regional Office indicated on the reverse of the form. All applications, information and guidelines relative to these plans and permits are available from the same Regional Office.

	PERMITS	SPECIAL APPLICATION PROCEDURES or REQUIREMENTS	Normal Process Time (statutory time limit)
☐	Permit to construct & operate wastewater treatment facilities, non-standard sewer system extensions & sewer systems that do not discharge into state surface waters.	Application 90 days before begins construction or award of construction contracts. On-site inspection may be required. Post-application technical conference usual.	30 days (90 days)
☐	Permit to construct & operate, sewer extensions involving gravity sewers, pump stations and force mains discharging into a sewer collection system	Fast-Track Permitting program consists of the submittal of an application and an engineer's certification that the project meets all applicable State rules and Division Minimum Design Criteria.	30 days (N/A)
☐	NPDES - permit to discharge into surface water and/or permit to operate and construct wastewater facilities discharging into state surface waters.	Application 180 days before begins activity. On-site inspection. Pre-application conference usual. Additionally, obtain permit to construct wastewater treatment facility-granted after NPDES. Reply time, 30 days after receipt of plans or issue of NPDES permit-whichever is later.	90-120 days (N/A)
☐	Water Use Permit	Pre-application technical conference usually necessary.	30 days (N/A)
☐	Well Construction Permit	Complete application must be received and permit issued prior to the installation of a groundwater monitoring well located on property not owned by the applicant, and for a large capacity (>100,000 gallons per day) water supply well.	7 days (15 days)
☐	Dredge and Fill Permit	Application copy must be served on each adjacent riparian property owner. On-site inspection. Pre-application conference usual. Filling may require Easement to Fill from N.C. Department of Administration and Federal Dredge and Fill Permit.	55 days (90 days)
☒	Permit to construct & operate Air Pollution Abatement facilities and/or Emission Sources as per 15 A NCAC (2Q.O100 thru 2Q.0300)	Application must be submitted and permit received prior to construction and operation of the source. If a permit is required in an area without local zoning, then there are additional requirements and timelines (2Q.0113).	90 days
☒	Any open burning associated with subject proposal must be in compliance with 15 A NCAC 2D.1900	N/A	60 days (90 days)
☒	Demolition or renovations of structures containing asbestos material must be in compliance with 15 A NCAC 20.1110 (a) (1) which requires notification and removal prior to demolition. Contact Asbestos Control Group 919-707-5950	Please Note - The Health Hazards Control Unit (HHCU) of the N.C. Department of Health and Human Services, must be notified of plans to demolish a building, including residences for commercial or industrial expansion, even if no asbestos is present in the building.	60 days (90 days)
☒	The Sedimentation Pollution Control Act of 1973 must be properly addressed for any land disturbing activity. An erosion & sedimentation control plan will be required if one or more acres are to be disturbed. Plan must be filed with and approved by applicable Regional Office (Land Quality Section) at least 30 days before beginning activity. A NPDES Construction Stormwater permit (NCG010000) is also usually issued should design features meet minimum requirements. A fee of $65 for the first acre or any part of an acre. An express review option is available with additional fees.		20 days (30 days)
☐	Sedimentation and erosion control must be addressed in accordance with NCDOT's approved program. Particular attention should be given to design and installation of appropriate perimeter sediment trapping devices as well as stable Stormwater conveyances and outlets.		(30 days)
☒	Sedimentation and erosion control must be addressed in accordance with Rowan County Local Government's approved program. Particular attention should be given to design and installation of appropriate perimeter sediment trapping devices as well as stable Stormwater conveyances and outlets.		Based on Local Program
☐	Compliance with 15A NCAC 2H .0126 - NPDES Stormwater Program which regulates three types of activities: Industrial, Municipal Separate Storm Sewer System & Construction activities that disturb ≥1 acre.		30-60 days (90 days)
☐	Compliance with 15A NCAC 2H 1000 -State Stormwater Permitting Programs regulate site development and post-construction stormwater runoff control. Areas subject to these permit programs include all 20 coastal counties, and various other counties and watersheds throughout the state.		45 days (90 days)

Reviewing Regional Office: MRO
Project Number: 21-0700 Due Date: 9/11/2020
County: Rowan

	PERMITS	SPECIAL APPLICATION PROCEDURES or REQUIREMENTS	Normal Process Time (statutory time limit)
☐	Mining Permit	On-site inspection usual. Surety bond filed with DEQ Bond amount varies with type mine and number of acres of affected land. Affected area greater than one acre must be permitted. The appropriate bond must be received before the permit can be issued.	30 days (60 days)
☐	Dam Safety Permit	If permit required, application 60 days before begin construction. Applicant must hire N.C. qualified engineer to: prepare plans, inspect construction, and certify construction is according to DEQ approved plans. May also require a permit under mosquito control program. And a 404 permit from Corps of Engineers. An inspection of site is necessary to verify Hazard Classification. A minimum fee of $200.00 must accompany the application. An additional processing fee based on a percentage or the total project cost will be required upon completion.	30 days (60 days)
☐	Oil Refining Facilities	N/A	90-120 days (N/A)
☐	Permit to drill exploratory oil or gas well	File surety bond of $5,000 with DEQ running to State of NC conditional that any well opened by drill operator shall, upon abandonment, be plugged according to DEQ rules and regulations.	10 days N/A
☐	Geophysical Exploration Permit	Application filed with DEQ at least 10 days prior to issue of permit. Application by letter. No standard application form.	10 days N/A
☐	State Lakes Construction Permit	Application fee based on structure size is charged. Must include descriptions & drawings of structure & proof of ownership of riparian property	15-20 days N/A
☒	401 Water Quality Certification	Compliance with the T15A 02H .0500 Certifications are required whenever construction or operation of facilities will result in a discharge into navigable water as described in 33 CFR part 323.	60 days (130 days)
☐	Compliance with Catawba, Goose Creek, Jordan Lake, Randleman, Tar Pamlico or Neuse Riparian Buffer Rules is required. Buffer requirements: http://deq.nc.gov/about/divisions/water-resources/water-resources-permits/wastewater-branch/401-wetlands-buffer-permits/401-riparian-buffer-protection-program		
☐	Nutrient Offset: Loading requirements for nitrogen and phosphorus in the Neuse and Tar-Pamlico River basins, and in the Jordan and Falls Lake watersheds, as part of the nutrient-management strategies in these areas. DWR nutrient offset information: http://deq.nc.gov/about/divisions/water-resources/planning/nonpoint-source-management/nutrient-offset-information		
☐	CAMA Permit for MAJOR development	$250.00 - $475.00 fee must accompany application	75 days (150 days)
☐	CAMA Permit for MINOR development	$100.00 fee must accompany application	22 days (25 days)
☒	Abandonment of any wells, if required must be in accordance with Title 15A. Subchapter 2C.0100.		
☒	Notification of the proper regional office is requested if "orphan" underground storage tanks (USTS) are discovered during any excavation operation.		
☐	Plans and specifications for the construction, expansion, or alteration of a public water system must be approved by the Division of Water Resources/Public Water Supply Section prior to the award of a contract or the initiation of construction as per 15A NCAC 18C .0300 et. seq., Plans and specifications should be submitted to 1634 Mail Service Center, Raleigh, North Carolina 27699-1634. All public water supply systems must comply with state and federal drinking water monitoring requirements. For more information, contact the Public Water Supply Section, (919) 707-9100.		30 days
☐	If existing water lines will be relocated during the construction, plans for the water line relocation must be submitted to the Division of Water Resources/Public Water Supply Section at 1634 Mail Service Center, Raleigh, North Carolina 27699-1634. For more information, contact the Public Water Supply Section, (919) 707-9100.		30 days
☐	Plans and specifications for the construction, expansion, or alteration of the _____ water system must be approved through the _____ delegated plan approval authority. Please contact them at _____ for further information.		

Reviewing Regional Office: MRO
Project Number: 21-0700 Due Date: 9/11/2020
County: Rowan

Other Comments (attach additional pages as necessary, being certain to comment authority)

Division	Initials	No comment	Comments	Date Review
DAQ	AFC	☐	See checked items. Any engines installed should comply with 4Z	9/8/2020
DWR-WQROS	AHP	☐	Little detail was provided about specifics of siting the solar farm in the documents other than a parcel map. The identified parcels include portions of Riles Creek (classified as WS-IV) and related unnamed tributaries (UTs). Any impacts to these streams or wetlands that may be present on site would require a 401 certificate (box checked) and the area should be reviewed by qualified personnel prior to development to determine the locations of such features. Any wells in the development should be properly abandoned by a NC certified well contractor (box checked).	9/9/2020
DWR-PWS		☐		/ /
DEMLR (LQ & SW)	ZSK	☐	See above	9/5/2020
DWM – UST	RHT	☐	RE: Project Review Form: 21-0700 I have read through the scoping document for the proposed project. The following comments are pertinent to my review: 1. The Mooresville Regional Office (MRO) UST Section recommends removal of any abandoned or out-of-use petroleum USTs or petroleum above ground storage tanks (ASTs) within the project area. The UST Section should be contacted regarding use of any proposed or on-site petroleum USTs or ASTs. We may be reached at 704-663-1699. 2. Any petroleum spills must be contained, and the area of impact must be properly restored. Petroleum spills of significant quantity must be reported to the North Carolina Department of Environment & Natural Resources – Division of Waste Management Underground Storage Tank Section in the Mooresville Regional Office at 704-663-1699. 3. Any soils excavated during demolition or construction that show evidence of petroleum contamination, such as stained soil, odors, or free product must be reported immediately to the local Fire Marshall to determine whether explosion or inhalation hazards exist. Also, notify the UST Section of the Mooresville Regional Office at 704-663-1699. Petroleum contaminated soils must be handled in accordance with all applicable regulations. If you have any questions or need additional information, please contact me at Ron.Taraban@ncdenr.gov or by phone at 704-235-2167.	9/10/20
Other Comments		☐		/ /

REGIONAL OFFICES

Questions regarding these permits should be addressed to the Regional Office marked below.

☐ **Asheville Regional Office**
2090 U.S. 70 Highway
Swannanoa, NC 28778-8211
Phone: 828-296-4500
Fax: 828-299-7043

☐ **Fayetteville Regional Office**
225 Green Street, Suite 714,
Fayetteville, NC 28301-5043
Phone: 910-433-3300
Fax: 910-486-0707

☐ **Mooresville Regional Office**
610 East Center Avenue, Suite 301,
Mooresville, NC 28115
Phone: 704-663-1699
Fax: 704-663-6040

☐ **Raleigh Regional Office**
3800 Barrett Drive,
Raleigh, NC 27609
Phone: 919-791-4200
Fax: 919-571-4718

☐ **Washington Regional Office**
943 Washington Square Mall,
Washington, NC 27889
Phone: 252-946-6481
Fax: 252-975-3716

☐ **Wilmington Regional Office**
127 Cardinal Drive Ext.,
Wilmington, NC 28405
Phone: 910-796-7215
Fax: 910-350-2004

☐ **Winston-Salem Regional Office**
450 Hanes Mill Road, Suite 300,
Winston-Salem, NC 27105
Phone: 336-776-9800
Fax: 336-776-9797



North Carolina Wildlife Resources Commission

Gordon Myers, Executive Director

MEMORANDUM

TO: Lyn Hardison, Environmental Assistance and SEPA Coordinator
NCDEQ Division of Environmental Assistance and Customer Services

FROM: Olivia Munzer, Western Piedmont Coordinator
Habitat Conservation

DATE: 08 September 2020

SUBJECT: Application of Okra Holdings, LLC for a Certificate of Public Convenience and Necessity to Construct a 69-MW Solar Generating Facility, Rowan County. Docket No. SP-26028, Sub 0. DEQ Project No. 21-0700.

Biologists with the North Carolina Wildlife Resources Commission (NCWRC) have reviewed the proposed project description. Comments are provided in accordance with certain provisions of the North Carolina Environmental Policy Act (G.S. 113A-1 through 113A-10; 1 NCAC 25) and the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661 et seq.).

Okra Holdings, LLC propose to construct the 69-MW solar generating facility located on the east side of U.S. Highway 52, approximately 0.5 mile north of Old Beatty Ford Road near Gold Hill, Rowan County, North Carolina. The project appears mostly sited on forested lands. Unnamed tributaries to Riles Creek in the Yadkin River basin occur within the solar facility site. Solar projects should be sited to avoid impacts to wetlands, streams, riparian buffers and priority wildlife habitat.

We have records of the federal and state endangered Schweinitz's sunflower (*Helianthus schweinitzii*) and state endangered Carolina creekshell (*Villosa vaughaniana*) and Savannah lilliput (*Toxolasma pullus*); state special concern Carolina birdfoot-trefoil (*Acmispon helleri*) and smooth sunflower (*Helianthus laevigatus*);and state significantly rare eastern creekshell (*V. delumbis*), tricolored bat (*Perimyotis subflavus*), showy aster (*Eurybia spectabilis*), and Bush's sedge (*Carex bushii*). State significantly rare mosses documented near the site include three-ranked didymodon (*Didymodon tophaceus*), a moss (*Astomum ludovicianum*), Agoyan cataract moss (*Scopelophila cataractae*), and copper moss (*S. ligulata*). The lack of records from or adjacent to the site does not imply or confirm the absence of federal or state-listed species. An on-site survey is the only definitive means to determine if the proposed project would impact rare, threatened, or endangered species. We also recommend contacting the U.S. Fish and Wildlife Service (USFWS) at (828) 258-3939 to ensure that any issues related to federally listed species are addressed.

Gold Hill Flats Natural Heritage Natural Area (NHNA) occurs within the site; natural areas are sites with special biodiversity significance. Most of the Gold Hill Flats NHNA consists of Dry Oak-Hickory Forest (Piedmont Subtype), Xeric Hardpan Forest (Acidic Hardpan Subtype), and Upland Depression Swamp

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Forest Natural Communities, which are rare or high-quality natural communities, occur on or near the site.

We offer the following recommendations to minimize impacts to aquatic and terrestrial wildlife resources:

1. The project footprint should be surveyed for wetlands and streams to ensure there are no impacts to surface waters. In addition to providing wildlife habitat, wetland areas and streams aid in flood control and water quality protection. United States Army Corps of Engineers Section 404 Permits and NCDWR Section 401 Certifications are required for any impacts to jurisdictional streams or wetlands.
2. Avoid impacting streams and wetlands. If impacts to perennial streams occur, NCWRC may request surveys for state-listed mussels. We have records for the state endangered Carolina creekshell and Savannah Lilliput downstream of the site.
3. Maintain a minimum 100-foot undisturbed, native, forested buffer along perennial streams, and a minimum 50-foot buffer along intermittent streams and wetlands. Maintaining undisturbed, forested buffers along these areas will minimize impacts to aquatic and terrestrial wildlife resources, water quality, and aquatic habitat both within and downstream of the project area.
4. We recommend the solar facility avoid the Gold Hill Flats NHNA. Please contact Ms. Misty Buchanan (misty.buchanan@ncdcr.gov) at the Natural Heritage Program (NHP) for more information.
5. Establish a vegetative cover across the site prior to driving posts and installing the solar panels. This will support more thorough vegetative cover and reduce sedimentation and erosion at the site.
6. Reduce soil compaction under panel arrays and ensure adequate spacing between panels to allow water to filter into the soils. Consider rain gardens and other bioretention structures to reduce water runoff.
7. Re-seed disturbed areas with seed mixtures that are beneficial to wildlife. Avoid fescue-based mixtures because fescue is invasive and provides little benefit to wildlife. Consider planting native, wildflower seed mixes that will create pollinator habitat within the project boundary. Shade-tolerant plants that are within 12 to 18 inches can be selected for plantings both underneath and around the solar panels. Pollinator habitat can also be created in buffer areas outside of the panel region. **Planting native vegetation can reduce costs of maintenance**.
8. Fencing around large solar facilities can impact wildlife movements. We recommend using security wildlife fencing that is 75 inches high, deer 17-75-6 mesh, and no barbed wire. The security wildlife fencing should be installed upside-down such that the bottom three sections of fence should have vertical wire spaced at least 7 inches apart.
9. Due to the decline in populations of many bat species, avoid tree clearing activities during the maternity roosting season for bats (May 15 – August 15).
10. This region is known for underground mine, shafts, and mine-like features that serve as hibernaculum for several bat species, such as tricolored bats. If any mines or mine-like features occur onsite, NCWRC would like to survey the feature prior to disturbance. Due to white-nose syndrome, populations of bat species that use mines and caves have declined drastically, including tricolored bats. Please contact me or Katherine Etchison at (828) 545-8328 if these features occur at the site. If bats occupy the feature, we generally recommend avoiding the feature and keeping a 100-foot native, forested buffer or ensuring bats are not present prior to disturbance.
11. If overhead transmission lines will be installed, measures should be implemented to minimize impacts to birds. These can include increasing line visibility, insulating wires to cover exposed connections and increasing the distance between wires so no contact with ground or other

energized wire can be made. For more information, see http://www.fws.gov/birds/documents/powerlines.pdf.

12. Sediment and erosion control measures should be installed prior to any land clearing or construction. The use of **biodegradable and wildlife-friendly sediment and erosion control devices** is strongly recommended. Silt fencing, fiber rolls and/or other products should have loose-weave netting that is made of **natural fiber materials with movable joints** between the vertical and horizontal twines. Silt fencing or similar materials that have been reinforced with plastic or metal mesh should be avoided as they impede the movement of terrestrial wildlife species. Excessive silt and sediment loads can have detrimental effects on aquatic resources including destruction of spawning habitat, suffocation of eggs and clogging of gills.

13. Develop a plan that identifies the party responsible for decommissioning the facility as well as the conditions under which decommissioning will occur. In addition, the plan should emphasize that all equipment must be removed from the site, and the land should be restored to pre-construction conditions.

Please see the attached guidance documents for further recommendations to reduce impacts on natural resources. At this time, the information provided is not sufficient for our staff to make definitive recommendations or conclusions concerning this project. Thank you for the opportunity to review and comment on this project. Please contact me at (919) 707-0364 or olivia.munzer@ncwildlife.org if there are any questions about these comments.

Ec: Brena Jones, NCWRC
Katherine Etchison, NCWRC
Misty Buchanan, NHP
Bryan Tompkins, USFWS

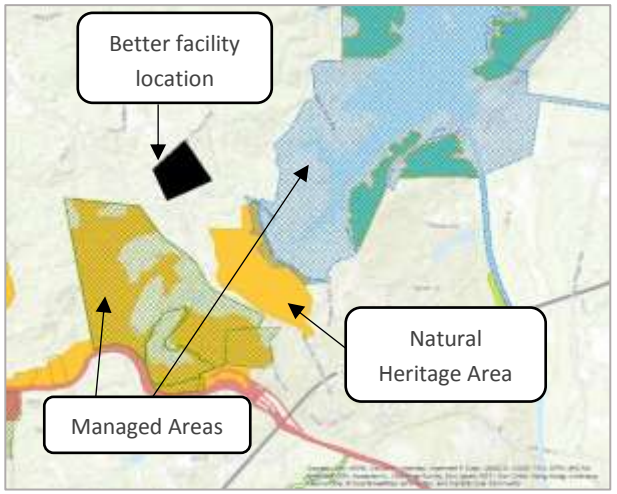
Preferred Solar Facilities Siting, Design, & Management

December 2017

FACILITY LOCATION

For detailed information see www.ncwildlife.org/greengrowth

- **Incentivize and encourage roof-top solar facilities.**
- **Select an appropriate site for ground solar facilities. Optimal green sites are on areas that are already impacted or in open areas, not in forests, and:**
  1. Located as far as possible from Managed Areas (conserved lands) and not between Managed Areas.
  2. Not in Natural Heritage Areas.
  3. Set-back from riparian forests and wetlands.
  4. Outside of mapped wildlife corridors.



DESIGN

1. Managed Areas Stewardship

Most Managed Areas are permanently protected critical wildlife habitats on private or public land. It is important that development not occur near or between Managed Areas so that habitats and habitat connectivity are not impacted. Often Managed Areas are managed with controlled burning. Development directly adjacent to Managed Areas impedes controlled burning which is vital for habitat quality and protecting communities from uncontrolled wildfires.

2. Avoid Natural Heritage Areas

Natural Heritage Areas are the highest quality natural areas and habitats known to remain in our state. They are the 'best of the best' sites protecting rare plant and animal species from further declines. Avoid placing any part of the solar facility in Natural Heritage Areas.

3. Set panels back from riparian forest and wetlands

Streams and wetlands need surrounding forests to maintain the food chain and temperature requirements of aquatic species, in addition to water quality. The N.C. Wildlife Resources Commission recommends maintaining:

- 100 feet on each side of perennial streams and 50 feet on intermittent streams.
- In watersheds that support federally listed aquatic species double these distances.

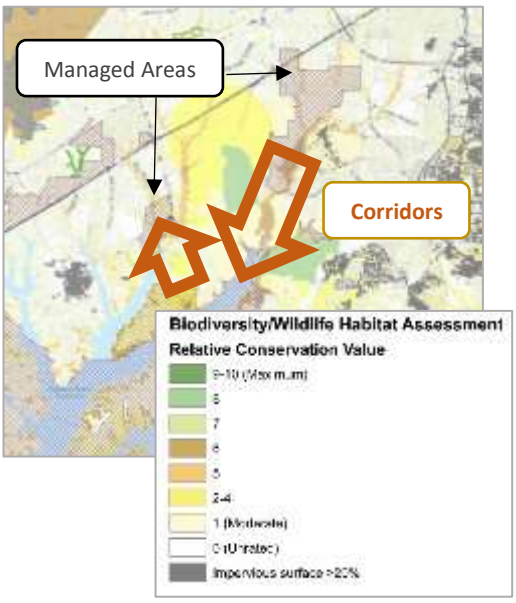
Set- back solar facilities from Managed Areas, streams, and wetlands. Avoid Natural Heritage Areas. Design appropriate stream crossings, and maintain wildlife corridors. Plant native grasses and flowers.

We recommend at least a 50-foot buffer on jurisdictional wetlands. Small wetlands are seasonally flooded, are often not jurisdictional, and provide the only breeding habitat for many amphibians, which also need the surrounding forest. We recommend a set-back of undisturbed forest, at least 150 feet wide on small wetlands. Ideally an area of undisturbed vegetation a total of 750 feet wide, would be set aside.

To prevent entangling and killing small wildlife, install biodegradable, natural fiber, non-plastic, wildlife-friendly sediment and erosion control devices prior to any land clearing.

Stream Crossings

Culverts and bridges interrupt the natural stream bed and cause sedimentation. We recommend using bridges for all permanent stream or wetland crossings. If culverts must be used, design them to allow aquatic life passage by burying them in the stream bed. Fords may be appropriate for crossings used only once or twice a year.



4. Maintain Wildlife Corridors

Wildlife need forested areas at least 150 feet wide and ideally more than 300 feet wide to travel between habitat areas. Any area that is included in the Biodiversity & Wildlife Habitat Assessment map represents a wildlife corridor, a stream or wetland buffer, or a Natural Heritage Area.

MANAGEMENT: UTILIZE NATIVE PLANTS



Provide Pollinator Habitat, Achieve Low Maintenance Costs, & Improve Aesthetics by Using Native Grasses and Plants

Disturbed areas should be returned to original soils and contours, and stabilized with annual small grains (e.g. oats, millet, rye, wheat, or rye grass). Ensure that seed is free of noxious weeds by inquiring with the vendor. Plant ground cover and borders with low-growing native grasses and flowers appropriate for the soil type and moisture. We recommend working with a Wildlife Commission biologist to select plants. For detailed recommendations refer to the N.C. Wildlife Commission Recommendations for Establishing Native Pollinator Habitat on Solar Farms in North Carolina.

Plantings under panels will need to be shade tolerant and very low maintenance.

Between Panels:

- At least three plant species at one time should be in bloom during months from April to September.
- Avoid mowing during the bird nesting season from April 1st to October 1st.

If pesticides or chemicals will be used, runoff should be directed to bio-retention areas prior to discharge.

Compared to turf grass, native plants need little fertilizer or herbicides, less mowing and maintenance, are often more drought resistant and control erosion more due to their deep root systems and adaptation to local conditions.

NC Audubon has lists of native plants available for larger scale landscaping. nc.audubon.org/conservation/bird-friendly-communities/bird-friendly-native-plants

Fencing

Fencing needs to exclude large mammals, such as deer and bear while allowing small wildlife, such as turtles, to exit.

Use security wildlife fencing 75 inches in height, (17/75/6) deer mesh, with no barbed wire. Install it upside-down such that the bottom three sections of fence should have vertical wire spaced at least 7 inches apart.

Wires

If additional overhead transmission lines will be installed, then measures to minimize impacts to birds should be implemented. These can include increasing line visibility, insulating wires to cover exposed connections, and increasing the distance between wires so no contact with ground or other energized wire can be made. For more information see http://www.fws.gov/birds/documents/powerlines.pdf.



North Carolina Wildlife Resources Commission

Gordon Myers, Executive Director

Recommendations for Establishing Native Pollinator Habitat on Solar Farms in North Carolina

Pollinators are a diverse group of animals, including birds, bats, bees, butterflies, moths, beetles and multiple other species of insects. As these animals travel between flowers, they inadvertently distribute pollen that allows for plant fertilization. According to the Pollinator Research Plan, published by the White House in May 2015, pollinators increase the nation's crop values by more than 15 billion dollars annually. Quantifying the value of pollinators in natural systems is a challenge; however, they are vital in the life cycle of plants that play a role in erosion control, water filtration and carbon sequestration. Many pollinators are in serious decline. The Pollinator Research Plan indicated that the number of managed honey bee colonies has dropped from 5.7 million colonies in the 1940s, to 2.7 million colonies, currently. Additional decreases in pollinator species, including wild bees, birds and monarch butterflies, have been documented across the globe.

Solar energy continues to grow in North Carolina and across the country. According to the Renewable Energy Data Book (published by the US Department of Energy), the amount of solar electricity installed capacity in the United States increased by more than 54% in 2014. Compared to other renewable energies, such as hydropower, geothermal and wind, solar energy accounted for more than 48% of total renewable electricity capacity installed. In 2014, North Carolina ranked 4th in the nation in photovoltaic cumulative capacity (953 MW). In 2016, North Carolina ranked 2nd in the cumulative amount of solar capacity installed (3,016 MW).

It is important to foster the use of renewable, sustainable energies as we enter a future with limited resources. Initially, solar farms were primarily sited on agricultural fields. As the solar farm industry has developed, forested areas are being cleared for use. Agricultural fields and forested lands have value as wildlife foraging areas and habitat. Solar farms can have a positive impact on pollinator decline. By establishing pollinator habitat and encouraging additional habitat restoration and enhancement practices, it is possible to offset the loss of valuable habitat.

The North Carolina Wildlife Resources Commission (NCWRC) offers the following recommendations to establish pollinator habitat on solar farms:

1. There are multiple approaches that can be used for creating pollinator habitat:
    - Plant a short-growing, low maintenance, native or naturalized seed mix underneath and around the panels.
    - Plant a diverse pollinator seed mix in between the rows of panels.
    - Establish and manage buffers (outside of the solar panel area) with vegetation that benefits pollinators and early successional species.

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- Plant native shrubs and/or trees along the property boundary (See **Appendix A** for suggested shrubs/trees).

2. When choosing seeds for flowers and grasses, the following parameters should be observed:
   - A minimum of nine species of native flowers should be included; more than nine is optimal.
   - A minimum of two grass species should be included.
   - At least three flower species from each bloom period (early, mid and late) should be chosen: **early**, April-June; **mid**, June-August; and **late**, August-September.
   - **Appendix B** includes a list of companies and local nurseries where seeds and seed mixes may be purchased.
3. The ideal planting window is either the month of October or late April to early May. However, early April to early June is also feasible. Planting can be completed both before and after solar panels are installed. Creating pollinator habitat in already established solar farms is also feasible; site assessments by NCWRC staff at each property will determine the appropriate course of action and suitable seed mixes.
4. Before planting, eliminate existing exotic and non-native vegetation; herbicide application prior to planting may be needed. No-till planting is preferred for establishment to reduce soil erosion potential. If necessary, smooth the area and firm the soil with a cultipacker to ensure seeds are not planted too deeply. NCWRC staff are available for site-specific recommendations and planting guidance.
5. The first year of maintenance will require repeated mowings to eradicate weedy growth. During this first year, mow the site when the weeds have reached 12-18 inches in height. Mow to a 6-8 inch height. Mowing lower than this height may stunt the growth of the pollinator plants. Repeat mowings every time weeds get to an approximate height of 12-18 inches. Once established, maintenance in proceeding years will be greatly reduced.
6. Some form of disturbance, likely mowing, will be needed every 2-3 years to prevent woody vegetation from establishing. Mow only in late winter (or early spring) to alleviate adverse impacts to wildlife; an ideal window is March 1 to March 31. Be aware that it can take 2-3 years to establish pollinator habitat. Spot-spraying unwanted (woody) vegetation may be necessary on an annual basis.
7. Additional wildlife-friendly recommendations include the following: install permeable fencing that will allow passage for herps and small mammals; create brush piles that will provide shelter and potential breeding habitat for numerous species; add bird and/or bat boxes to provide additional shelter. Recommendations for creating bee habitat can be found at www.xerces.org/enhancing-habitat-for-native-bees/.
8. The United Kingdom Solar Trade Association published a list of 10 Best Management Practices that were compiled by leading solar developers to offer guidance on establishing solar farms with a minimized impact to the natural environment: http://www.renewableenergyworld.com/articles/2013/08/ten-best-practice-guidelines-for-solar-development.html

Thank you for the opportunity to provide these recommendations. If I can be of further assistance, please do not hesitate to contact me at (910) 409-7350 or gabriela.garrison@ncwildlife.org.

The following sources provided information that was used in this document:

-Minnesota Department of Natural Resources: correspondence with Megan Benage, Regional Ecologist
-North Carolina State University, Biological Control Information Center
(http://www4.ncsu.edu/~dorr/Habitat_Information/Example/habitat_example.html)
-North Carolina Cooperative Extension, Pollinator Conservation Guide
(https://growingsmallfarms.ces.ncsu.edu/growingsmallfarms-pollinatorconservation/)
-USDA/NRCS Conservation Cover: Wildflower Meadow for Wildlife and Pollinators
(http://plants.usda.gov/pollinators/Conservation_Cover_Wildflower_Meadow_for_Wildlife_and_Pollinators_327a.pdf)
-US Department of Energy, Renewable Energy Data Book
(http://www.nrel.gov/docs/fy16osti/64720.pdf)
-The White House Executive Report: Pollinator Research Action Plan, Report of the Pollinator Health Task Force
(https://www.whitehouse.gov/sites/default/files/microsites/ostp/Pollinator%20Research%20Action%20Plan%202015.pdf)
-The Xerces Society: Establishing Pollinator Meadows from Seed
(http://www.xerces.org/wp-content/uploads/2013/12/EstablishingPollinatorMeadows.pdf)

APPENDIX A

Trees and Shrubs:

Cockspur hawthorn (*Crataegus crus-galli*): early bloomer; maximum height - 35’
Eastern Redbud (*Cercis canadensis*): early bloomer; maximum height - 30’
Highbush Blueberry (*Vaccinium corymbosum*): mid-season bloomer; maximum height - 12’
New Jersey Tea (*Caenothus americanus*): mid-season bloomer; maximum height - 3’
Buttonbush (*Cephalanthus occidentalis*): mid to late season bloomer; maximum height – 12’
Passionflower (*Passiflora incarnata*): mid to late season bloomer; this is a vine suitable for a fenceline.

APPENDIX B

The following companies can either create a mix of your choice or have pollinator mixes available for purchase:

- Roundstone Native Seed Company: Create your own mix or Southern Pollinator Conservation Seed Mix
- Ernst Conservation Seeds, Inc.: Create your own mix or Mid-Atlantic Pollinator Seed Mix
- Prairie Moon Nursery: Create your own mix or Pollinator-Palooza Seed Mix

The following local establishments can assist with creation of an appropriate native, pollinator mix:

- North Carolina Botanical Garden - Chapel Hill, NC
- Niche Gardens – Chapel Hill, NC
- Mellow Marsh Farm – Siler City, NC
- Cure Farm – Pittsboro, NC
- Big Bloomers Flower Farm – Sanford, NC
- Garrett Wildflower Seed Farm – Smithfield, NC

North Carolina Technical Guidance for Native Plantings on Solar Sites

North Carolina Pollinator Conservation Alliance

October 2018

Introduction

North Carolina is home to nearly 500 species of native bees and more than 2,200 and 170 species of moths and butterflies, respectively. In the North Carolina Wildlife Resources Commission's 2015 State Wildlife Action Plan (SWAP) (www.ncwildlife.org/plan), there are 28 insect species that have been listed as Species of Greatest Conservation Need (SGCN). This list includes the rusty-patched bumble bee (Bombus affinis), a species that has been recently listed as federally endangered under the Endangered Species Act (ESA). In addition, the yellow-banded bumble bee (Bombus terricola), an SGCN in the SWAP, has been petitioned for listing under the ESA. There are several species of butterfly that are considered threatened or endangered due to loss of host plant habitat, including the frosted elfin (Callophyrs irus) and monarch butterfly (Danaus plexippus), currently under review for listing by the U.S. Fish and Wildlife Service. The primary threat to these imperiled species is habitat loss and fragmentation.

Threatened and endangered pollinators found in North Carolina


Rusty-patched bumble bee © Susan Day


Yellow-banded bumble bee © Denis Doucet


Frosted Elfin Butterfly © Bill Bouton


Monarch Butterfly © Lindsey Brendel

Historically, a significant portion of North Carolina was considered 'prairie' habitat; less than 1% currently remains. In the early1500's, European settlers detailed the existence of prairie-type openings across the Piedmont region. In 1540, Hernando de Soto wrote of large swaths of un-forested areas that were easily navigated on horseback with abundant amounts of grass. In 1718, a French explorer, Guillaume Delisle, reported the landscape as a sparsely forested, open grassland containing bison and elk, present from the Neuse River to the foot of the mountains.

These early explorers depicted a vastly different landscape than exists in modern-day North Carolina. It is likely these former prairie-type habitats were maintained by centuries of wildfires and Native Americans who managed the open areas for agricultural purposes and game species. After European colonization, Native Americans and large grazers were displaced and prairie areas were converted to pastures, agriculture fields or succeeded to forest. It is difficult to approximate the floral and faunal diversity that has been lost with the disappearance of this expansive habitat. However, the solar industry has an opportunity to create large areas of habitat with similar prairie characteristics that may offset habitat loss and declining pollinator populations (Forup et al. 2008).

Healthy Pollinator Communities

A healthy pollinator population is an excellent indicator of the overall health of most terrestrial communities (Kevan 1999). Maintaining species diversity is crucial to providing ecosystem resilience in the face of future environmental change. The most important pollinator conservation actions that can be incorporated into solar facility planning include the creation, restoration and/or preservation of native beneficial pollinator vegetation and vegetated riparian buffers.

Honey bee (left) and painted lady (right) feeding on flowers


© Kees Smans


© Carol Duke

Vegetation

Pollinator-friendly plants provide food sources, shelter, nesting and egg deposition sites for native pollinator species. Increasing the abundance and diversity of native plants within and around solar facilities can have beneficial effects on native pollinator populations (Tonietto et al. 2011), thereby benefiting other plants and wildlife in the area. Benefits may include increased populations, population fitness and pollinator diversity in and around the project site. Increased populations can also increase home garden and agricultural production in adjacent areas.

1. **Food Sources** – Consistent, energy rich food sources provide enhanced larval and adult nutrition and better adaptability to pests and diseases. Because flowers provide nectar (high in sugar and amino acids) and pollen (high in protein), the common belief is that pollinator conservation consists solely of increasing floral diversity at a site (Fontaine et al. 2005). While increased floral diversity is desirable, a variety of native grasses, shrubs and trees are as important to pollinator health because they provide vital foraging, cover, nesting and egg deposition areas. To further enhance pollinator health and diversity at solar sites:
    - **Use a wide variety of plants that bloom from early spring into late fall.** Increasing pollinator health and diversity by providing a consistent food sources throughout the seasons is vital to healthy pollinator populations. A diverse pollinator population requires blooming plants from March-November. Early blooming plants (March-May) are particularly important because pollinators are coming out of winter dormancy and need a consistent early food source for colony creation. It is important to use plants that are native to your region because they are adapted to the local climate, soil and pollinator species. Night-blooming plants should be included to support moths and bats.
    - **Incorporate a variety of plant types into the site plan.** Plants of different heights and types (e.g., flowers, grasses, trees and shrubs) will attract different pollinator species and provide a variety of food sources. Fruit- producing shrubs and trees should be planted wherever possible and as required "screening" around the solar facility. Fermenting fruits from trees and shrubs are important food sources for bees, beetles and butterflies.

- **Include larval host plants.** Providing abundant and diverse larval host plants is necessary for healthy butterfly and moth populations. Moths and butterflies require specific plants or habitats to deposit their eggs during different life stages. Eggs must be deposited on or near the plant on which their larva will feed once it hatches. Some butterflies and moths use only a single species or genus for host plants. For example, monarch butterflies lay their eggs only on the leaves of milkweed plants. Upon hatching, the larvae will feed only on milkweed plants. Some butterfly species are generalist feeders and will use a wide range of plants such as trees, shrubs and forbs. Many moth species lay their eggs on the trunk or leaves of trees and shrubs, or in leaf litter on the ground. To provide egg-laying habitat for the highest number of butterflies and moths, planting plans should incorporate plant species that can be used by several species.

Monarch butterfly eggs on milkweed leaves



2. **Foraging/Cover** – A diversity of plants on solar sites provides pollinators with protection from severe weather and predators. Leaf litter, dead plant material and multiple vegetation layers will help create "shelter areas" across the site for numerous pollinators. Establishing adequate plant density throughout the site will also allow pollinators to avoid predators and safely move through the landscape.

3. **Nesting and Egg Deposition** - Different pollinators have different needs for reproduction. Solar facilities should be designed to maintain a diverse array of habitats to accommodate varied pollinators, from hummingbirds to butterflies to bees. Hummingbirds typically nest in trees or shrubs while many moths and butterflies lay eggs on specific host plants. Most native bees nest in wood (or wood-like structures), hollow plant stems or in the ground. Areas of uncovered soil provide ground-nesting pollinators with easy access to underground tunnels. Brush piles, dead trees/shrubs and leaf litter are ideal for providing nesting and egg deposition habitat for a host of moth and butterfly species.

Riparian/Wetland areas

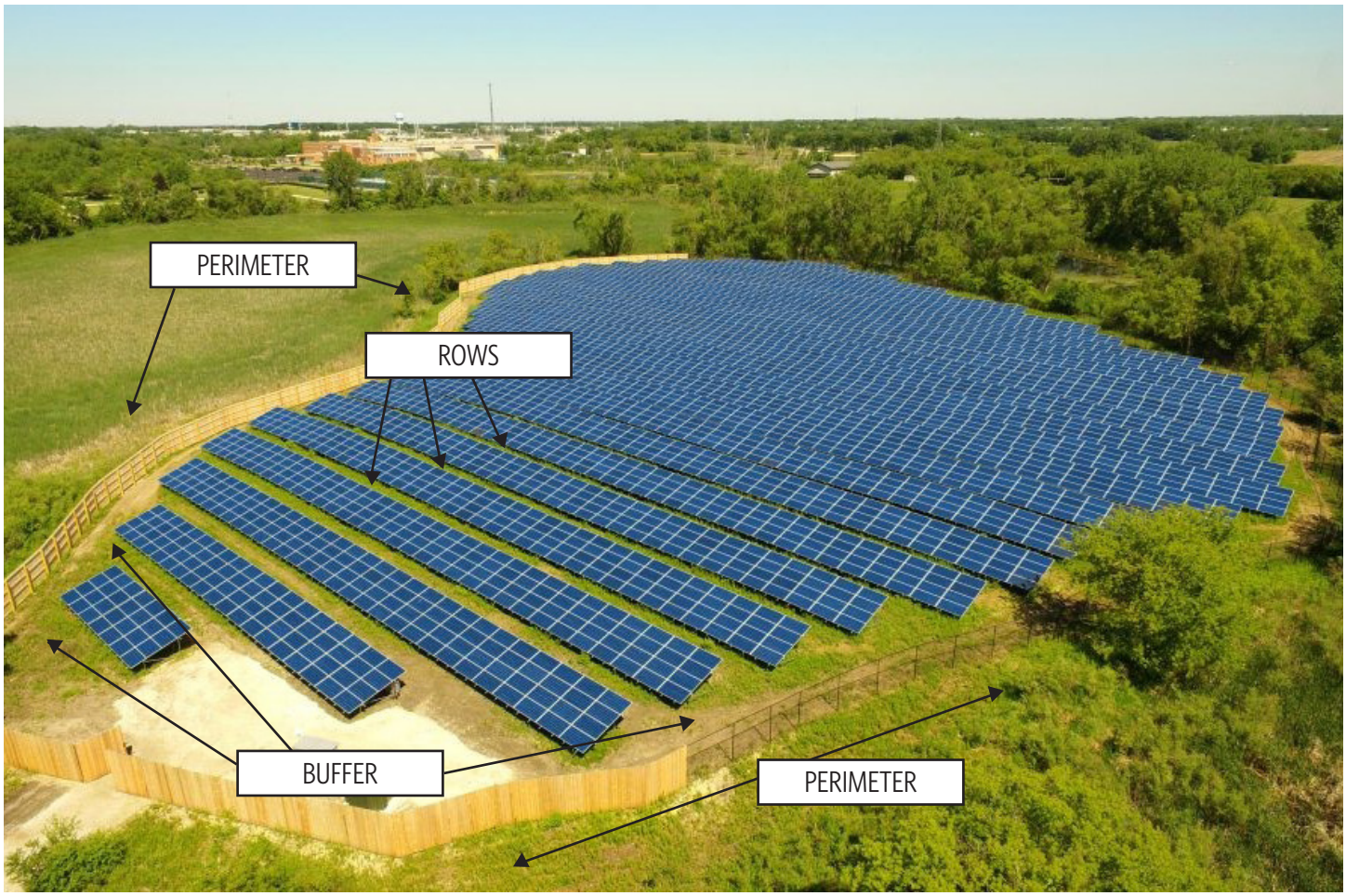
Vegetated riparian buffers are vital to maintaining a healthy ecosystem. These areas can provide many important elements such as food sources, shelter and nesting habitat. Most importantly, they are a water source. A clean, reliable water source provides drinking and bathing opportunities for pollinators. In many areas, vegetated riparian areas have a higher floristic diversity than other areas, and support more foraging pollinators than adjacent fields. By preserving or restoring vegetated, aquatic buffers, solar sites can increase water quality and quantity, and provide cover for pollinators to move safely between feeding and watering areas. Un-interrupted/connected vegetated riparian buffers also provide safe travel corridors between nesting sites for greater dispersal and reproductive efforts. For these reasons, solar sites should be designed so that all riparian buffer areas within the site are "connected". For more information on solar siting, see Attachment.

Solar Farm Site Preparation and Planting Guidelines

There are four planting options that can be used to establish pollinator habitat within a solar installation:

1. Clover/grass mix underneath panels and in rows; tall-growing pollinator mix (native forbs and native grass) in buffer area.
2. Clover/grass mix underneath panels; short-growing pollinator mix in rows and buffer area.
3. Short-growing pollinator mix underneath panels and in rows; tall-growing pollinator mix in buffer area.
4. Short-growing pollinator mix throughout the site.

Solar Farm Layout



When choosing seed mixes for flowers and grasses, the following parameters are recommended:

- A minimum of nine native flower species.
- A minimum of two native grass species.
- At least three flower species from each bloom period (early, mid and late): **early**, April-June; **mid**, June-August; and **late**, August-September.

The use of native plant species is recommended when creating seed mixes. However, clover is an exception as it is a nonnative, naturalized species that has persisted across the landscape without the negative qualities of invasive and noxious plant species. Clover seeds are readily available for purchase, easy to propagate and low-growing. Most importantly, clover provides a valuable nectar source for pollinating insects. Where possible, select native seeds from local growers, as they tend to be adapted to local conditions such as climate, insects/pests and soil.

Table 1. Solar Farm Seed Selection

Common Name	Scientific Name	Height	Bloom	Region*
Western Yarrow	*Achillea millefolium var. occidentalis*	1-3'	Spring	C, P
Fringed Bluestar	*Amsonia ciliata*	2'	Spring	C
Eastern Bluestar	*Amsonia tabernae-montana*	3'	Spring	C, P, M
Goldenstar	*Chrysogonum virgin-ianum*	1'	Spring	C, P, M
Lobed Tickseed	*Coreopsis auriculata*	1'	Spring	C, P, M
Piedmont Barbara's Buttons	*Marshallia obovata var. obovata*	2'	Spring	P
Narrowleaf Evening Primrose	*Oenothera fruticosa*	2'	Spring	C, P, M
Appalachian Ragwort	*Packera anonyma*	2.5'	Spring	C, P, M
Small's Beardtongue	*Penstemon smallii*	3'	Spring	P, M
Trailing Phlox	*Phlox nivalis*	1'	Spring	C, P, M
Heartleaf Scullcap	*Scutellaria ovata*	2'	Spring	C, P, M
Common Blue Violet	*Viola sororia*	.5'	Spring	C, P, M
Spiked Wild Indigo	*Baptisia albescens*	3-4'	Spring-Summer	C, P
Rattlesnake Master	*Eryngium yuccifolium*	3-6'	Spring-Summer	C, P, M
Indian Blanket	*Gaillardia pulchella var. drummondii*	1-2'	Spring-Summer	C
Spotted Beebalm	*Monarda punctata*	1-3'	Spring-Summer	P
Appalachian Beard-tongue	*Penstemon laevigatus*	2-5'	Spring-Summer	C, P
Golden Alexander	*Zizia aurea*	1-3'	Spring-Summer	P, M
Butterfly Milkweed	*Asclepias tuberosa*	1-3'	Spring-Fall	C, P, M
Yellow Wild Indigo	*Baptisia tinctoria*	2-3'	Spring-Fall	P, M
Wild Bergamot	*Monarda fistulosa*	2-5'	Spring-Fall	P, M
White Colicroot	*Aletris farinosa*	3'	Summer	C, P, M
Nodding Onion	*Allium cernuum*	2'	Summer	P, M
White Milkweed	*Asclepias variegata*	3'	Summer	C, P, M
Bearded Beggarticks	*Bidens aristosa*	6'	Summer	C, P, M
Sensitive Pea	*Chamaecrista nictitans*	1'	Summer	C, P, M
Maryland Goldenaster	*Chrysopsis mariana*	2'	Summer	C, P, M
Greater Tickseed	*Coreopsis major*	3'	Summer	C, P, M
Whorled Tickseed	*Coreopsis verticillata*	3'	Summer	C, P
Wild Quinine	*Parthenium integrifolium*	1-3'	Summer	C, P, M
Eastern Gray Beard-tongue	*Penstemon canescens*	2.5'	Summer	P, M
Hoary Mountainmint	*Pycnanthemum incanum*	3'	Summer	P, M
Clustered Mountain-mint	*Pycnanthemum muticum*	3'	Summer	C, P, M

Common Name	Scientific Name	Height	Bloom	Region*
Hoary Skullcap	*Scutellaria incana*	3'	Summer	C, P, M
Partridge Pea	*Chamaecrista fasciculata*	1-3'	Summer-Fall	P
Mistflower	*Conoclinium coelestinum*	1-3'	Summer-Fall	C, P
Oxeye Sunflower	*Heliopsis helianthoides*	3-5'	Summer-Fall	P, M
Slender Bush Clover	*Lespedeza virginica*	1-2'	Summer-Fall	C, P, M
Grassleaf Blazing Star	*Liatris pilosa*	4-5'	Summer-Fall	C, P
Dense Blazing Star	*Liatris spicata*	3-4'	Summer-Fall	P, M
Scaly Blazing Star	*Liatris squarrosa*	1-2'	Summer-Fall	C, P
Narrowleaf Mountainmint	*Pycnanthemum tenuifolium*	1-3'	Summer-Fall	C, P, M
Orange Coneflower	*Rudbeckia fulgida*	2-4'	Summer-Fall	P
Blackeyed Susan	*Rudbeckia hirta*	1-3'	Summer-Fall	C, P, M
Gray Goldenrod	*Solidago nemoralis*	1-2'	Summer-Fall	P, M
Licorice-scented Goldenrod	*Solidago odora*	1-3'	Summer-Fall	C, P
Showy Goldenrod	*Solidago speciosa*	2-4'	Summer-Fall	P, M
New England Aster	*Symphyotrichum novae-angliae*	3-6'	Summer-Fall	P, M
Late Purple Aster	*Symphyotrichum patens*	2-3'	Summer-Fall	C, P, M
Wavy-leaved Aster	*Symphotrichum undulatum*	3-4'	Summer-Fall	C, P, M
Ironweed	*Vernonia noveboracensis*	3-6'	Summer-Fall	C, P, M
White Wood Aster	*Eurybia divaricata*	2'	Fall	C, P, M
Swamp Sunflower	*Helianthus angustifolius*	3-6'	Fall	C, P
Browneyed Susan	*Rudbeckia triloba var. triloba*	3'	Fall	M
Eastern Silver Aster	*Symphyotrichum concolor*	4'	Fall	C, P, M
Largeflower Aster	*Symphyotrichum grandiflorum*	3'	Fall	C, P

Grasses	Scientific Name	Height	Bloom	Region*
Downy Danthonia	*Danthonia sericea*	3'	Spring	C, P, M
Virginia Wildrye	*Elymus virginicus*	3-6'	Spring	C, P, M
Winter Bentgrass	*Agrostis hyemalis*	2-4'	Spring-Fall	C, P, M
Deertongue	*Dichanthelium clandestium*	2-4'	Spring-Fall	P, M
Sideoats grama	*Bouteloua curtipendula*	1-2'	Summer-Fall	C, P, M
Bigtop Lovegrass	*Eragrostis hirsuta*	2-4'	Summer-Fall	C, P

Grasses	Scientific Name	Height	Bloom	Region*
Beaked Panicgrass	*Panicum anceps*	2-4'	Summer-Fall	C, P, M
Little Bluestem	*Schizachyrium scoparium*	3-6'	Summer-Fall	C, P, M
Indiangrass	*Sorghastrum nutans*	3-8'	Summer-Fall	C, P
Purpletop	*Tridens flavus*	3-5'	Summer-Fall	C, P, M
Muhly Grass	*Muhlenbergia capillaris*	3'	Fall	C, P, M

Naturalized	Scientific Name	Height	Bloom	Region*
Lanceleaf Coreopsis	*Coreopsis lanceolata*	1-2'	Spring-Summer	C, P, M
Plains Coreopsis	*Coreopsis tinctoria*	1-2'	Spring-Summer	C, P, M
Red Clover	*Trifolium pratense*	1-1.5'	Summer	C, P, M
White Clover	*Trifolium repens*	.5-1.5'	Spring-Fall	C, P, M

* C=Coastal, P=Piedmont, M=Mountains

Solar farm in North Carolina planted with pollinator-friendly vegetation, including blackeyed susans (*Rudbeckia hirta*)



Site Preparation

Collect a soil sample from the proposed site and submit to the local County Cooperative Extension Office for soil testing. Existing invasive, agricultural weeds and nonnative vegetation should be eliminated before planting commences. Please refer to the following list for invasive and nonnative species in North Carolina: https://www.ncwildflower.org/plant_galleries/invasives_list.

Herbicide application prior to planting may be necessary. In particular, herbicide treatment across multiple seasons may be necessary to eradicate certain turf grasses and/or invasive species. When determining application amounts, always adhere to instructions on the herbicide label. Allow a minimum of 72 hours between herbicide application and planting. Post-construction, a heavy duty, offset rake attached to an ATV may be used to scarify the ground underneath the panels.

Timing

The ideal planting window is in the month of October or from early-April to late-May. Creating pollinator habitat in already established solar sites is feasible. However, solar infrastructure can complicate establishment and possibly limit site preparation and seeding options. A site assessment at each property will be necessary to determine the appropriate site preparation needed for planting.

Planting Method

A ground-stabilizing mix should be broadcast in the project area, pre-construction. Seasonal conditions may dictate the choice of ground cover. Winter wheat and rye are recommended for fall and winter plantings; browntop millet may be used in the spring and summer. Clover and ground cover mixes may be broadcast post-construction. Short and tall-growing pollinator mixes should be drilled with an appropriate seed drill designed to accommodate the size and texture of different seeds. No-till planting is preferred for establishment to limit soil erosion potential, reduce weed pressure and retain soil moisture. If necessary, smooth the area and firm the soil with a cultipacker to ensure seeds are not planted too deeply. Collect soil samples and have them analyzed prior to planting. Barring an extreme deficiency in potassium, phosphorous or pH of 3.5 or lower, do not use fertilizer or any form of soil augmentation, as that will encourage weed growth. Typically, native plants do not require fertilizer.

Maintenance

The first year of maintenance may require repeated mowings to eradicate weedy growth. During the first year, mow the site when weeds have reached 12-18 inches in height. Mow to a 6-8 inch height. Mowing less than this height may stunt the growth of the pollinator plants. Repeat mowings when weeds reach 12-18 inches in height. Once established, maintenance in proceeding years will be reduced.

Some form of disturbance, likely mowing, will be needed every 2-3 years to prevent establishment of woody vegetation. Mow only in late winter (or early spring) to alleviate adverse impacts to wildlife; an ideal window is March 1 to March 31. Spot-spraying unwanted (woody) vegetation, as well as invasive/nonnative species, will likely be necessary annually.

Once the habitat has been established, mow only a portion of the site per season. One third or one fourth of the area each season is recommended to allow for insect refugia throughout the year. If possible, the same area should not be mowed in consecutive years. Posted informational signage is encouraged to explain the process, as pollinator habitat can take several years to become established and have aesthetic value.

Buffers/Screen Areas

In some areas, vegetated screening is required around solar facilities. The installation of these buffer areas may create another important habitat feature at the project site. In areas where screening will be required or desired, a diverse selection of native tree and shrub species should be used to create a hedgerow habitat structure. Hedgerows typically include a variety of tree and shrub species that vary in height, as opposed to hedges, which are usually made up of a single species in a closely spaced row. The resulting layers of plants mimic an early successional or forest edge habitat, fulfilling different habitat functions for wildlife such as shelter, nesting sites and food sources. Many tree and shrub species can be purchased as bare root saplings at a fraction of the cost of container plants. Hedgerow/forest edge habitat supports a variety of wildlife

species. Hedgerows, like riparian buffers, generally support a higher diversity of pollinator and floral species than surrounding landscapes, and provide a valuable forage resource and corridor for movement of pollinators. Even if screening is not required, the creation of hedgerows in practical areas around the solar facility is an excellent way to create a diverse habitat structure, provide cover for wildlife and enhance the overall aesthetic value of the site.

Please see the following table for suggested screening plant species:

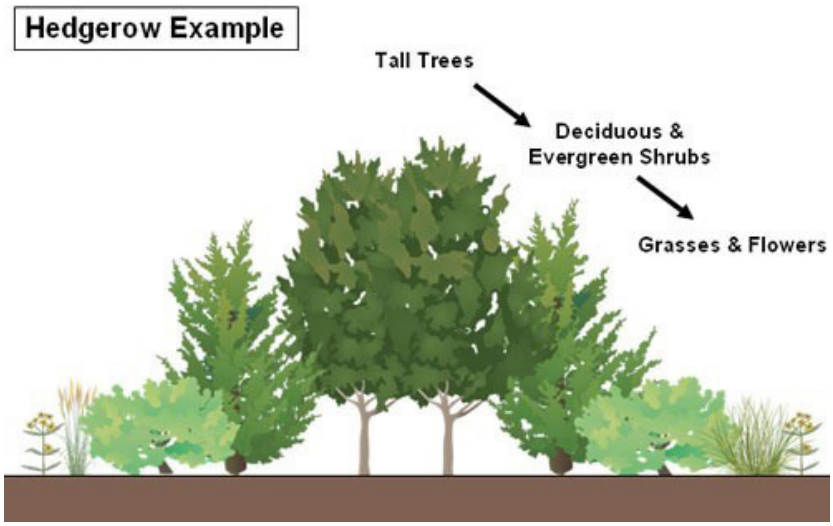
Table 2. Hedgerow Screening Species

Common Name	Scientific Name		Bloom
Red Buckeye	*Aesculus pavia*	Small Tree	Spring
Serviceberry	*Amelanchier arborea*	Small Tree	Spring
Eastern Redbud	*Cercis canadensis*	Small Tree	Spring
Washington Hawthorn	*Crataegus phaenopyrum*	Small Tree	Spring
Carolina Silverbell	*Halesia carolina*	Small Tree	Spring
American Holly	*Ilex opaca*	Small Tree	Spring
Southern Crabapple	*Malus angustifolia*	Small Tree	Spring
American Crabapple	*Malus coronaria*	Small Tree	Spring
American Plum	*Prunus americana*	Small Tree	Spring
Chickasaw Plum	*Prunus angustifolia*	Small Tree	Spring
Black Willow	*Salix nigra*	Small Tree	Spring
Sassafras	*Sassafras albidum*	Small Tree	Spring
Flowering Dogwood	*Cornus florida*	Small Tree	Spring-Summer
Smooth Sumac	*Rhus glabra*	Small Tree	Spring-Summer
Winged Sumac	*Rhus copallinum*	Small Tree	Summer-Fall
Red Maple	*Acer ruburm*	Tree	Spring
Pignut Hickory	*Carya glabra*	Tree	Spring
Shagbark Hickory	*Carya ovata*	Tree	Spring
Black Cherry	*Prunus serotina*	Tree	Spring
Persimmon	*Diospyros virginiana*	Tree	Spring-Summer
Spicebush	*Lindera benzoin*	Shrub	Spring-Summer
Choke Cherry	*Prunus virginiana*	Shrub	Spring-Summer
Raspberry, Blackberry	*Rubus spp.*	Shrub	Spring-Summer
Blueberries	*Vaccinium spp.*	Shrub	Spring-Summer
Beauty Berry	*Callicarpa americana*	Shrub	Summer
New Jersey Tea	*Ceanothus americanus*	Shrub	Summer
Buttonbush	*Cephelanthus occidentalis*	Shrub	Summer
Sweet Pepperbush	*Clethra alnifolia*	Shrub	Summer
Elderberry	*Sambucus canadensis*	Shrub	Summer
Black Haw	*Viburnum prunifolium*	Shrub	Summer-Fall
Downy Arrowwood	*Viburnum rafinesquianum*	Shrub	Summer-Fall
Cross Vine	*Bignonia capreolata*	Vine	Spring
Dutchman's Pipe	*Aristolochia macrophylla*	Vine	Spring-Summer

Common Name	Scientific Name		Bloom
Coral Honeysuckle	*Lonicera sempervirena*	Vine	Spring-Summer
Virginia Creeper	*Parthenocissus quinquefolia*	Vine	Spring-Summer
Passionflower	*Passiflora incarnata*	Vine	Spring-Fall
Trumpet Creeper	*Campsis radicans*	Vine	Summer
Virgin's Bower	*Clematis virginiana*	Vine	Summer-Fall
Climbing Aster	*Ampelaster carolinianus*	Vine	Fall

Trees used as buffer zone for solar farm in North Carolina





© photolibrary.com; diagram from http://dnr.maryland.gov/wildlife/Pages/habitat/wahedgerows.aspx

Seed Suppliers

Though we do not endorse any specific company, the following establishments can either create a mix of your choice or have pollinator mixes available for purchase:

- Roundstone Native Seed Company
- Ernst Conservation Seeds, Inc.
- Prairie Moon Nursery

The following local establishments can assist with creation of an appropriate native, pollinator mix:

- North Carolina Botanical Garden - Chapel Hill, NC
- Garrett Wildflower Seed Farm – Smithfield, NC
- Mellow Marsh Farm – Siler City, NC
- Niche Gardens – Chapel Hill, NC (no seed mixes)
- Cure Farm – Pittsboro, NC (no seed mixes)
- Big Bloomers Flower Farm – Sanford, NC (no seed mixes)

Additional Benefits from Pollinator Conservation Activities

Establishing native habitat on solar sites will have numerous benefits to people, wildlife and ecological functions within and adjacent to the site. Specific benefits from establishing native habitat include:

- **Soil stabilization and storm water filtration** – The establishment of diverse, native vegetation and protected riparian buffers can increase water quality and stream bank stabilization both within and downstream of the site (Wratten et al. 2012). Densely planted and deep-rooted vegetation help attenuate the

flow of storm water across the land and allows for increased soil infiltration. This decreases the speed and amount of water entering streams which aids in stream bank stabilization and minimizes turbidity. Prairie root systems also increase water storage capacity on land, creating a natural bio-retention area to help mitigate storm water runoff and flooding caused by impervious surfaces.

- **Pollinator services for agriculture** - Native bees provide free pollination services and are specialized for foraging on flowers, such as squash, berries or orchard crops. This specialization results in more efficient pollination and production of larger and more abundant fruit from certain crops (Blaauw et al. 2014). Pollinators are critical to the $78 billion agricultural economy of North Carolina. More than 70% of crops require either insect pollination or have higher production because of pollinating insects. A 2012 study in California found that native bees are likely responsible for between $900 million and $2.4 billion in crop production, suggesting their role may be greater than previously anticipated (USDA-NRCS 2013). By maintaining habitats that increase diversity and species populations, solar sites can have positive effects on crop production on adjacent agricultural operations.
- **Decreased pesticide use** – In addition to supporting pollinators, native plant habitats attract beneficial insects that are predators and parasitoids of crop pests and are less prone to destructive insects and disease. This can decrease the amount of pesticide needed at the site and adjacent properties.
- **Diversity of other species and species habitats** – Establishing a diverse native plant structure on a site not only benefits pollinators but can benefit other species as well. Many native pollinator plants provide food sources for other animals. Taller native plants on a site can provide habitat to ground nesting/feeding birds, small mammals and a variety of reptiles and amphibians.
- **Travel corridors for movement** – Designing solar farms to ensure wildlife connectivity and movement across the landscape ensures that species have increased access to other forage areas, aids in reproduction and increases genetic diversity. If a solar site is large, including unfenced corridors through the facility allows for movement of pollinators and other wildlife species. Additionally, fencing at sites should be installed in a way that allows small mammal and turtle movement.

Example of a corridor through this solar farm that follows a streambed.



- **Carbon sequestration** - Carbon sequestration occurs when the amount of carbon dioxide absorbed by growing plants is greater than the amount of the gas released by decomposing plant material. Forests act as "carbon sinks", meaning they absorb more carbon dioxide than they release. Grassland/prairies also act as "carbon sinks", with most of the grassland's carbon sequestration happening below ground, where roots dig into the soil of depths up to 15 feet and more. It has been shown that grasslands can store more carbon below ground than a forest can store above ground (Pacala et al. 2001).

- **Aesthetic value** – Prairie/pollinator habitat restoration can increase the aesthetic value of the solar site. When properly established, a field of native forbs and grasses can provide a colorful display that will enhance the site and offer a diverse element to the landscape. With proper seed mixes, flowers will last from spring until the first frost, giving a colorful backdrop for most of the year. This is especially valuable in areas where solar farms are sited in proximity to residential or high traffic areas.
- **Decrease maintenance costs** – Native plant communities are a low maintenance alternative to non-native plants. Because most native plant species are adapted to the local environment and have deep root systems, they do not require watering or pesticides. Though native plant communities require some maintenance, proper maintenance would consist of mowing no more than twice a year, which would be considerably lower in cost and recurrence than maintenance of turf grass. Native plant communities take an additional upfront cost to install but result in about 50% savings of the total maintenance costs when compared to turf or pasture (ASLA 2015). The return on investment for conversion of turf/pasture to native plant communities can likely be met within three to five years.

Additional Conservation Recommendations for Wildlife Conservation

- Install bluebird boxes around the site.
- Provide raptor perches around the site.
- Install bat boxes around the site.
- Leave piles of sand, graded soil or bare ground areas for ground-nesting bees.
- Construct screened areas as hedgerows or forest edge habitat.
- Plant native vines along perimeter fencing to increase diversity and habitat.
- Retain and/or restore wetlands or water features on site.
- Install fencing that allows movement of small wildlife; use fixed-knot woven wire, security fencing, 75 inches in height (17/75/6) deer mesh, with no barbed wire. Install the fencing upside-down such that the bottom section of fence has a vertical wire spaced at least 7 inches apart.


Bluebird box © Dave Kimeer


Wildlife-friendly fencing © Liz Kalies

For More Information on Designing Your Solar Farm

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NC WIldlife Resources Commission
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US Fish and Wildlife Service
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828/450-7586 (cell)
bryan_tompkins@fws.gov

Supplemental Information

Pollinators and Safety in the Field

Meadows and native plant fields are the ideal location to find bees and other pollinators. There is concern that large, flowering fields may lead to an increased chance of getting stung. However, if precautions are taken, there is minimal risk of harm.

Native bumble bees and honeybees:

- Male bees do not have stingers.
- Females are unlikely to sting, as it causes them to die.
- Female bees only sting when their nest is threatened.
- If a bee is on a flower, it will likely ignore your presence.

Wasps:

- Most stings are caused by wasps, including yellow jackets and hornets.
- Wasps only sting when their nest is threatened.

How to prevent stings from bees and wasps:

- Avoid perfumed soaps, shampoos and deodorants.
- Wear light-colored clothing and pull hair back to reduce the chance of insects getting tangled in hair.
- Be observant; avoid areas where bees or wasps frequent, such as logs or a hole in the ground.
- Remain calm and still if a stinging insect is flying around. Swatting is perceived as an aggressive motion and may cause stinging behavior.
- Empty trash cans regularly, keep them covered and don't eat near them.
- Store your lunch in a lunchbox and drink in a container with a lid.
- Workers with a history of severe allergic reactions to insect bites or stings should carry an epinephrine auto injector and wear medical ID jewelry stating their allergy.

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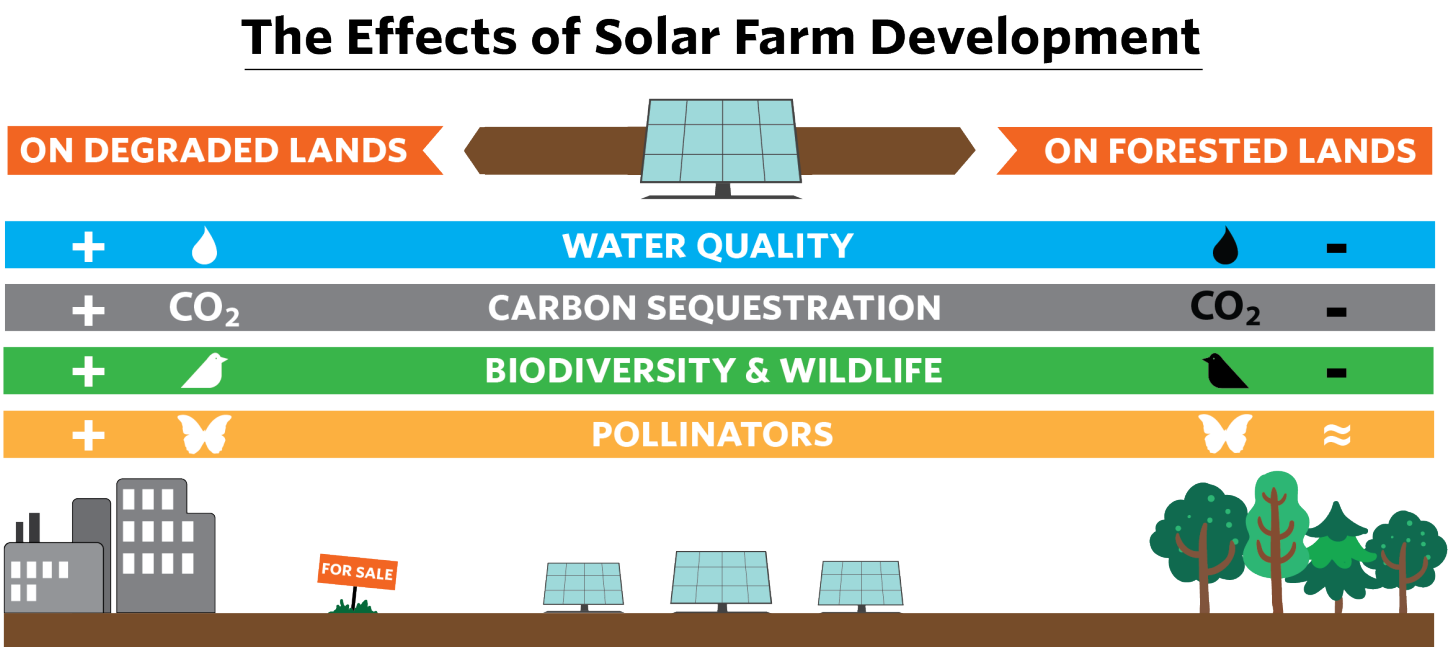
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ATTACHMENT

Siting of Solar Projects to Benefit Pollinators

Siting solar installations to avoid areas with significant biodiversity and high quality habitat is an important step. It is difficult to absolve the damage once high quality habitat or rare species have disappeared. Choosing 'degraded' sites for solar development (e.g., brownfields, sites with prior development, little or no vegetation, poor soil quality, etc.) reduces impact and diminishes the amount of carbon lost due to site conversion and construction. Furthermore, by developing a degraded site, solar companies have an opportunity to add pollinator habitat to the landscape, rather than destroy potentially rare and/or significant habitat.

This graphic illustrates how "ecosystem services" – benefits to humans that are provided by nature – are compromised least when solar farms are sited on degraded lands.



© Avery Bond

There is an extensive amount of conservation data available for public consumption. These data can be used to determine the location of environmentally sensitive areas with priority habitat and SGCNs. The following is not an all-inclusive list, rather a sampling of publicly-available information for conservation planning:

1. South Atlantic Landscape Conservation Cooperative (SALCC): www.southatlanticlcc.org. The mission of the SALCC is to facilitate conservation actions that sustain natural and cultural resources, guided by a shared adaptive Blueprint. Their Conservation Blueprint is a living spatial plan to conserve natural and cultural resources across the South Atlantic region. As described on their website, it is 100% data-driven and based on terrestrial, freshwater, marine and cross-ecosystem indicators. The Blueprint represents feedback from over 500 individuals and 150 organizations and agencies.
2. The Nature Conservancy's Resilient and Connected Network (RCN) is the first study to comprehensively map resilient land and significant climate corridors across the eastern United States: http://maps.tnc.org/resilientland/. Released in October 2016, the study took eight years to complete, involved 60 scientists and developed innovative new techniques for mapping climate-driven movements. RCN corridors represent areas that species are likely to use to move over time in response to climate change, generally in upward and northward directions. Solar developers should not site in the RCN resilient areas and avoid fragmenting the RCN corridors. This will help protect biodiversity both now and into the future.

3. The North Carolina Wildlife Resource Commission's Green Growth Toolbox (GGT): www.ncwildlife.org/Conserving/Programs/Green-Growth-Toolbox. The GGT is a technical assistance tool designed to help communities and organizations conserve high quality habitats and SGCNs. The goal is to conserve the State's most unique natural assets while continuing to grow as a community. Conservation data includes, but is not limited to, the Biodiversity and Wildlife Habitat Assessment, Natural Heritage Data, National Wetlands Inventory Data, Streams, Important Watersheds and Priority Bird Habitat.

Other siting considerations include maintaining a minimum 100-foot undisturbed native, forested buffer along perennial streams, and a minimum 50-foot buffer along intermittent streams and wetlands. Maintaining undisturbed, forested buffers along these areas will reduce impacts to aquatic and terrestrial wildlife resources, as well as aquatic habitat both within and downstream of the site. In addition, these buffers will act as a travel corridor for wildlife species. Lastly, forested riparian buffers protect water quality by stabilizing stream banks and filtering storm water runoff.

The project footprint should be surveyed for wetlands and streams to ensure there are no impacts to surface waters. In addition to providing wildlife habitat, wetland areas and streams aid in flood control and water quality protection. United States Army Corps of Engineers Section 404 Permits and NC Division of Water Resources Section 401 Certifications are required for any impacts to jurisdictional streams or wetlands.

Control No.: 21-E-4600-0700

County.: ROWAN

Date Received: 8/7/2020

Agency Response: 9/8/2020

Review Closed: 9/8/2020

DEVON BORGARDT

Clearinghouse Reviewer

DEPT OF NATURAL & CULTURAL RESOURCE

Project Information

Type: State Environmental Policy Act ironmental Review

Applicant: North Carolina Department of Commerce

Project Desc.: Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina.

As a result of this review the following is submitted:

☐ No Comment ☐ Comments Below ☑ Documents Attached

Reviewed By: DEVON BORGARDT Date: 9/9/2020

North Carolina Department of Natural and Cultural Resources

State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary Susi H. Hamilton

Office of Archives and History
Deputy Secretary Kevin Cherry

September 9, 2020

MEMORANDUM

TO: Crystal Best
North Carolina State Clearinghouse
Department of Administration

FROM: Ramona M. Bartos, Deputy RSL for Ramona M. Bartos
State Historic Preservation Officer

SUBJECT: Construct 69 MW solar facility, east side of US Highway 52 approximately one half mile North of Old Beatty Ford Road, near Gold Hill, Rowan County, ER 20-1743

Thank you for your notification of August 7, 2020 concerning the above project.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-814-6579 or environmental.review@ncdcr.gov. In all future communication concerning this project, please cite the above referenced tracking number.

Control No.: 21-E-4600-0700

County.: ROWAN

Date Received: 8/7/2020

Agency Response: 9/8/2020

Review Closed: 9/8/2020

JINTAO WEN

CLEARINGHOUSE COORDINATOR

DPS - DIV OF EMERGENCY MANAGEMENT

Project Information

Type: State Environmental Policy Act ironmental Review

Applicant: North Carolina Department of Commerce

Project Desc.: Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina.

As a result of this review the following is submitted:

☑ No Comment ☐ Comments Below ☐ Documents Attached

Reviewed By: JINTAO WEN Date: 9/4/2020

Control No.: 21-E-4600-0700

County.: ROWAN

Date Received: 8/7/2020

Agency Response: 9/8/2020

Review Closed: 9/8/2020

JEANNE STONE

DEPT OF TRANSPORTATION

Project Information

Type: State Environmental Policy Act ironmental Review

Applicant: North Carolina Department of Commerce

Project Desc.: Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina.

As a result of this review the following is submitted:

☐ No Comment ☐ Comments Below ☑ Documents Attached

Reviewed By: JEANNE STONE Date: 8/10/2020

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 10, 2020

MEMORANDUM TO: Crystal Best
NC State Clearinghouse
Administrative Building, 5th Floor, Room #5026

FROM: John A. (Andy) Bailey
Transportation Engineering Supervisor
Transportation Planning Division
North Carolina Department of Transportation

SUBJECT: Clearinghouse 20-E-4600-0700

These are comments from the NCDOT – Transportation Planning Division regarding North Carolina State Clearinghouse of Administration Intergovernmental Review #20-E-4600-0700.

The NCDOT – Transportation Planning Division would like to make the North Carolina Department of Commerce aware of the following projects that may impact the study area:

- US 52 – The Cabarrus-Rowan Metropolitan Planning Organization – Comprehensive Transportation Plan (CRMPO CTP) recommends the widening of US 52 from a 2 lane major thoroughfare to a 4 lane divided boulevard in this project's vicinity.

Please see the following websites for a better view of the proposal:

https://connect.ncdot.gov/projects/planning/TPBCTP/Cabarrus-Rowan/AMENDED%20CRMPO%20CTP%20Highway%20Map%20and%20Insets.pdf

https://connect.ncdot.gov/projects/planning/TPBCTP/Cabarrus-Rowan/CRMPO%20CTP%20Roadway%20Inventory%20(Amended%20March%2027,%202019).xlsx

If you have any further questions, please do not hesitate to contact me at 919-707-0991 or email at jabailey@ncdot.gov.

Attachments: Excerpts from the: 2019 CRTPO Amended CTP

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PLANNING DIVISION
1554 MAIL SERVICE CENTER
RALEIGH, NC 27699-1554

Telephone: (919) 707-0900
Fax: (919) 733-9794
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1 SOUTH WILMINGTON ST
RALEIGH, NC 27601

NCDOT TPD
TRANSPORTATION PLANNING DIVISION

Control No.: 21-E-4600-0700

County.: ROWAN

Date Received: 8/7/2020

Agency Response: 9/8/2020

Review Closed: 9/8/2020

JOSEPH HUDYNCIA
CLEARINGHOUSE COORDINATOR
DEPT OF AGRICULTURE

Project Information

Type: State Environmental Policy Act ironmental Review

Applicant: North Carolina Department of Commerce

Project Desc.: Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina.

As a result of this review the following is submitted:

☐ No Comment ☑ Comments Below ☑ Documents Attached

See attached.

Reviewed By: JOSEPH HUDYNCIA Date: 8/10/2020

Dr. Alexander Stewart
Assistant Commissioner

North Carolina Department of Agriculture and Consumer Services
Agricultural Services

Joseph Hudyncia
Environmental Programs

Crystal Best
State Clearinghouse
N.C. Department of Administration
1301 Mail Service Center
Raleigh, NC 27699-1301

August 10, 2020
RE: S # 21-E-4600-0700 (Okra Holdings)

Dear Ms. Best:

The proposed ground-mounted photovoltaic electric generating facility has the potential to negatively impact agricultural, environmental and economic balance in the area of the development project. Development of all types continues to be a threat to one of the state's most valuable natural resources, i.e. productive farmland. As productive farmland is removed from agricultural production the associated potential for providing necessary agricultural products for a growing population is reduced, and with it a substantial amount of recurring, local ag-related economic activity generated by local farming incomes.

We encourage conservation of highly productive soils for their best use – agriculture - and recommend locating ground-mounted solar arrays of this scale on less productive sites on the associated tract if possible. Prioritization of sites based on potential agricultural productivity, whereby less productive sites (e.g. marginal lands) are selected for development and more productive sites are retained for agricultural production, may help mitigate some impact to agricultural resources. One means to assess the agronomic potential of soils is to first consult the published county soil survey to identify soil types (soil map units) and distribution, and then use the NC State Cooperative Extension Realistic Yield Expectation for NC Soils database (https://realisticyields.ces.ncsu.edu/) to compare yield potential of soil map units on the tract. This analysis may help prioritize areas for retention in agricultural production.

Additionally, the use of best practices in construction and operation and maintenance of the facility are encouraged to preserve the productive capabilities of the site for future agricultural use, while maintaining or enhancing the integrity of unique or sensitive habitats. It is also recommended that a decommissioning plan that clearly defines the responsible party, process details, timeline, and specific responsibilities (including restoration) be incorporated into the development plan.

We have cross-referenced the parcel for existing easements related to agriculture and found no CREP conservation easements, swine buyout easements, ADFP easements, plant conservation easements, plant conservation priority sites, or Voluntary Agricultural Districts associated with the subject property.

Respectfully,

Joe Hudyncia
Environmental Programs

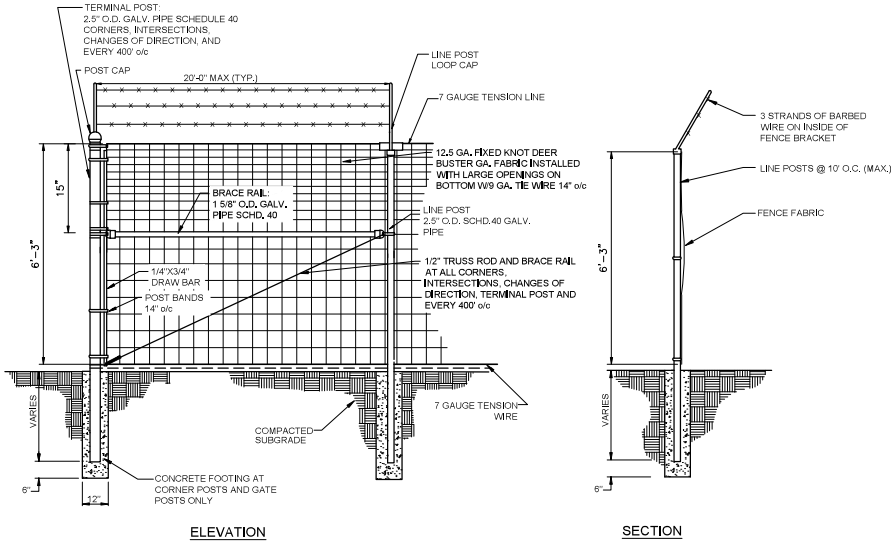
E-mail: joseph.hudyncia@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001 (919) 707-3070 ● Fax (919) 733-1141
An Equal Opportunity Employer

PLANNING BOARD
Z 08-21 Exhibits
September 27, 2021

EXHIBIT 10

Deer Buster Fencing Examples





ELEVATION

SECTION

Inverted Deer Buster Fencing


HAWKINS SOLAR TWO
PHIPPS BEND, TN
BIRDSEYE
RENEWABLE ENERGY
704-644-7733

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September 27, 2021

EXHIBIT 11

Emergency Action Plan

Emergency Action Plan for

Okra Holdings Solar Project

Old Beatty Ford Road, Gold Hill, NC 29730

LAT: 35.5118 LONG: -80.3282

Prepared by Okra Holdings, LLC

1.0 Construction Emergency Action Plan (EAP) for Okra Holdings

The EAP emergency action plan will take effect in the case of a Safety, Fire, or Medical Emergency. The plan will be initiated by three horn blasts and followed with radio or cellular communications as applicable. Once the three horn blasts are heard, supervision must immediately clear all non-essential traffic airwaves and wait for further instruction, as appropriate. The emergency radio channel will be channel 5. All incident responders should communicate with the construction Emergency Response Coordinator (ERC). The ERC will coordinate with all municipals before the start of the project to provide them with a scope of work, emergency procedures, and access to the site.

2.0 Pre-Emergency Planning

The Emergency Response Coordinator (ERC) is the onsite safety manager. The ERC will perform practical pre-emergency planning tasks before starting field activities and coordinate emergency response with onsite personnel, the facility, and the local emergency service providers. These activities include the following:

- Ensure that there is a good contact list for all personnel onsite See Section 10.0.
- Verify that two-way radio communications are available and serviceable.
- Verify that all emergency contact information is correct and up to date.
- Post “Exit and Fire Extinguishers” signs above exit doors and locations of fire extinguishers, also keep areas exits and fire extinguisher access clear.
- Evaluate site condition, onsite operations, and personnel availability for emergency response procedures.
- Take an inventory of the site’s equipment, supplies, and potable water.
- Visit the local fire department, EMS, coordinate with a local doctor’s office to handle advanced first-aid incidents, and locate the local hospital.
- Communicate emergency procedures for site hazards such as personal injury, exposures, fires, explosions, and releases.
- The Safety team will brief new workers on the emergency action plan and evaluate emergency response actions during a new hire orientation.

3.0 Emergency Equipment and Supplies

The onsite Safety Coordinator will ensure the following emergency equipment is onsite and that the equipment is functional and serviceable. The Safety Coordinator will also note the locations of equipment and communicate that to all employees.

Emergency Equipment and Supplies include:

- Appropriate number and size of Class A, B, and C Fire Extinguisher based on construction site and construction activities
- Medical Jump Bag
- First Aid kit located in office
- AED
- Potable water
- Bloodborne Pathogen Kit
- Additional equipment needed for site-specific reasons
- Spill Kits
- Spill containment systems as required
- Lightning monitor
- WBGT meter

4.0 Incident Response

In case of a fire, explosion, or chemical release, please follow the steps below:

1. Alert the appropriate response personnel.
2. Shut down operations and evacuate the immediate work area.
3. Perform a headcount of the designated assembly area(s).
4. Assess the need for site evacuation, and evacuate the site as warranted.
5. Conduct Incident Notification, Reporting, and Investigation as required by OSHA and employer.
6. Notify and submit reports to clients to owners and municipals as needed.

NOTE: *Fires or spills that present a minimal safety or health hazard may be controlled with onsite spill kits or fire extinguishers without activating the site's evacuation procedure. When in doubt, evacuate.*

5.0 Emergency Medical Treatment

If emergency medical treatment is needed, whether life-threatening or not, it must be immediately reported to site safety (ERC). Site safety will evaluate the course of action that is required. Major medical emergencies include injuries of severe bleeding, loss of consciousness, breathing, or heart failure. A minimum of two first aid, CPR, and AED trained persons shall be onsite at all times for medical emergencies. In the event of such, please follow the steps below:

1. Notify Safety Personnel.
2. **Notify 911** or other appropriate emergency response authorities that are listed at the site.
3. Initiate first aid and CPR and AED if needed.
4. Make certain that the injured person is accompanied by Safety personnel to the doctor or emergency room.

6.0 Evacuation

The site map should have clear, detailed evacuation routes, assembly areas, severe weather shelters, and any alternative routes and assembly locations.

Primary Muster Point: Primary Driveway Entrance- From the Intersection of Route No. SR 2356 and Route No. US 52 towards Doby Drive, Gold Hill, NC

Secondary Muster Point: Secondary Driveway Entrance- From the Intersection of Route No. SR 2256 and Route No. US 52 towards SR 2412, Gold Hill, NC

Gold Hill Volunteer Fire Department Inc. Fire Department will become the muster point if site evacuation is needed. All evacuation routes are shown on the map in section 9.0. Upon hearing the emergency signal for evacuation, the following steps will be taken:

- All members of staff will gather at the muster point.
- The Safety personnel and a “buddy” will remain on the site after the site has been evacuated if the situation is safe to assist local responders
- The Safety team will account for all personnel in the onsite assembly area.
- A designated person will account for personnel at alternate muster area(s).
- The Safety Coordinators will follow the incident reporting protocols.

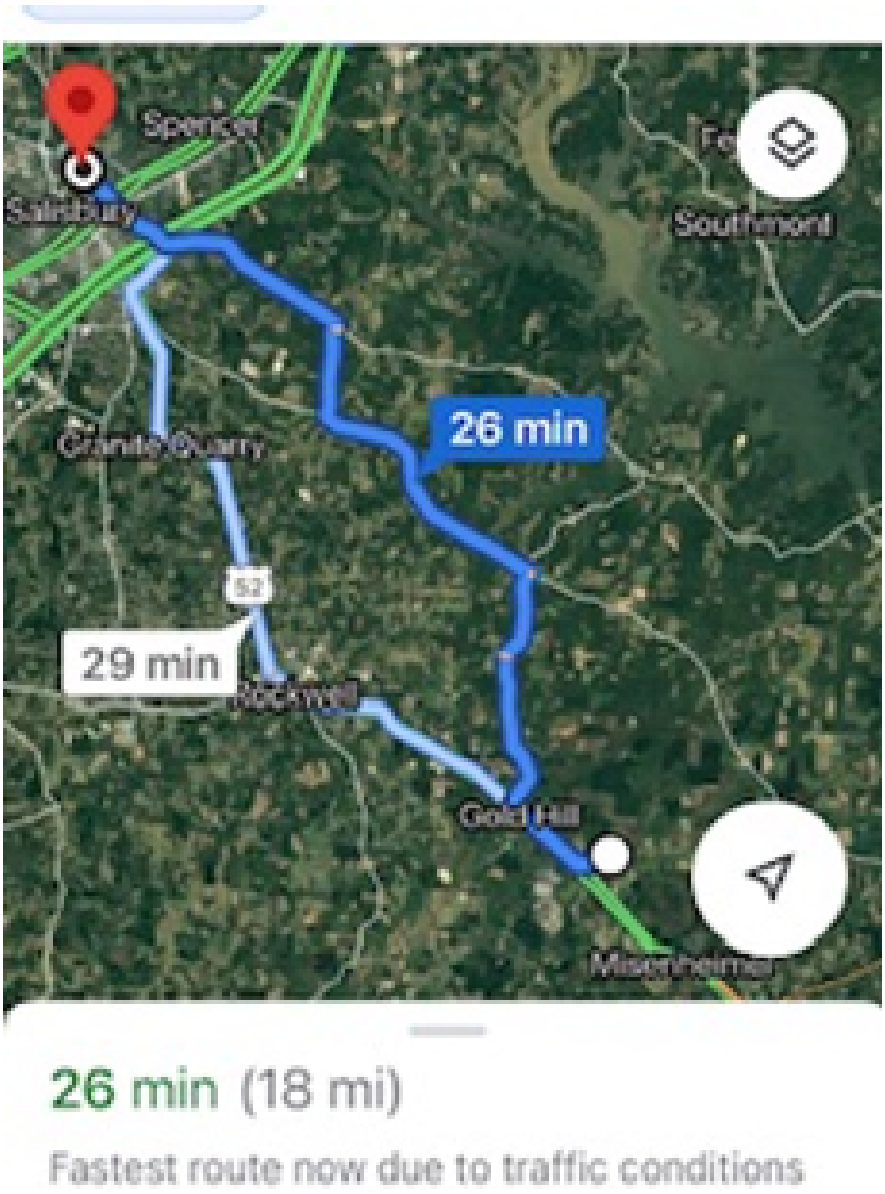
7.0 Inclement Weather

Sudden inclement weather can infringe upon field personnel. Emergency preparedness and caution are the best defense. Field crew members performing work outdoors should carry the appropriate clothing for this type of weather. Staff should pay close attention to the weather forecast daily to look for signs of inclement weather. These signs include towering thunderheads, darkening skies, or a sudden increase in wind. If stormy weather ensues, field personnel should discontinue work and seek shelter until the storm has passed. Stay away from open water, metal equipment, wire fences, and metal pipes. Other general precautions include, but are not limited to:

- Know where to go and how long it will take to get there. If possible, take refuge in a large building or vehicle. Do not go into a shed in an open area.
- The inclination to see trees as enormous umbrellas are the most frequent and deadly mistake. Avoid standing under large trees, poles, antennae's and towers.
- If the area is wide open, go to a valley or ravine, but be aware of flash flooding.
- If you are caught in a level open area during an electrical storm and start to feel your hair stand on top of your head, you should drop to your knees, bend forward, and crouch. This technique will make you less vulnerable to electrocution.
- Do not lie down; this is dangerous and can cause the wet earth to conduct electricity.
- Do not touch the ground with your hands.
- Do not use telephones during electrical storms, except in the case of an emergency.
- Remember: lightning can strike several miles from the parent cloud, so work should be stopped and restarted accordingly.
- Lightning safety recommendation is 30-30; this means seeking protection when thunder sounds within 30 seconds after a lightning flash and does not resume work until 30 minutes after the last thunderclap. Stay alert for high winds that can cause unsafe conditions. Working in high wind conditions should be avoided. If continuous high wind persists, then staff should seek shelter. All employees will stand down when lightning reaches a range of 8 Miles.

8.0 Emergency Directions

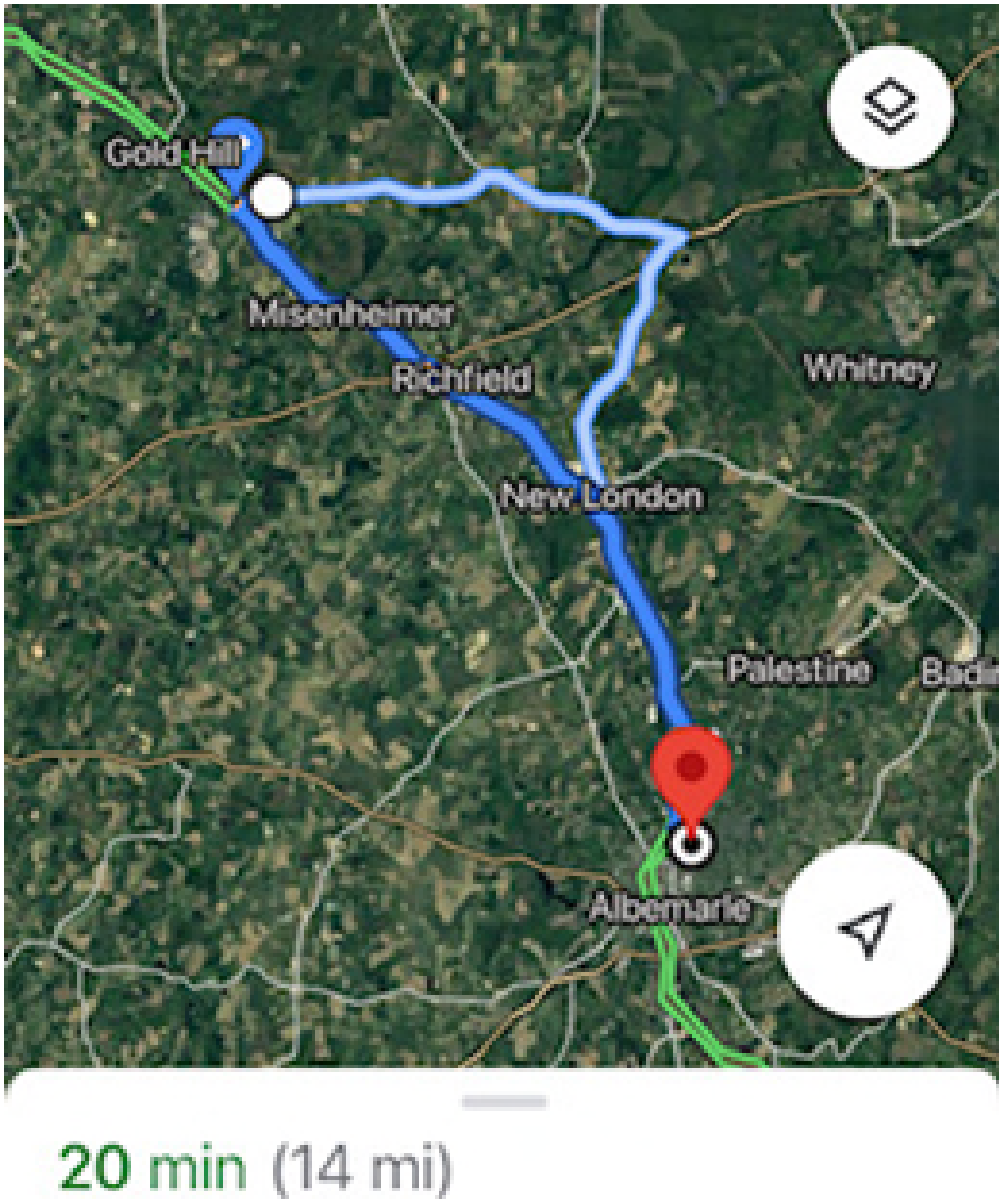
Closest Emergency Room – Novant Health Rowan Medical Center



Emergency Room- Novant Health Rowan Medical Center
612 Mocksville Ave, Salisbury, NC 28144

- **Head east towards Old Beatty Ford Road (0.6 miles)**
- **Turn RIGHT onto US-52N (1.5 miles)**
- **Turn RIGHT onto Liberty Road (4.3 miles)**
- **Turn LEFT onto Stokes Ferry Road (4.6 miles)**
- **Turn RIGHT onto Union Church Road (1.6 miles)**
- **Turn LEFT onto Bringle Ferry Road (4.3 miles)**
- **Continue STRAIGHT onto E Henderson St (0.1 miles)**
- **Turn RIGHT onto N Railroad ST (250 Feet)**
- **Turn LEFT onto E. Henderson ST (0.9 miles)**
- **Turn LEFT into the ER Parking Lot**

Regional Hospital – Stanley Memorial Hospital Heliport

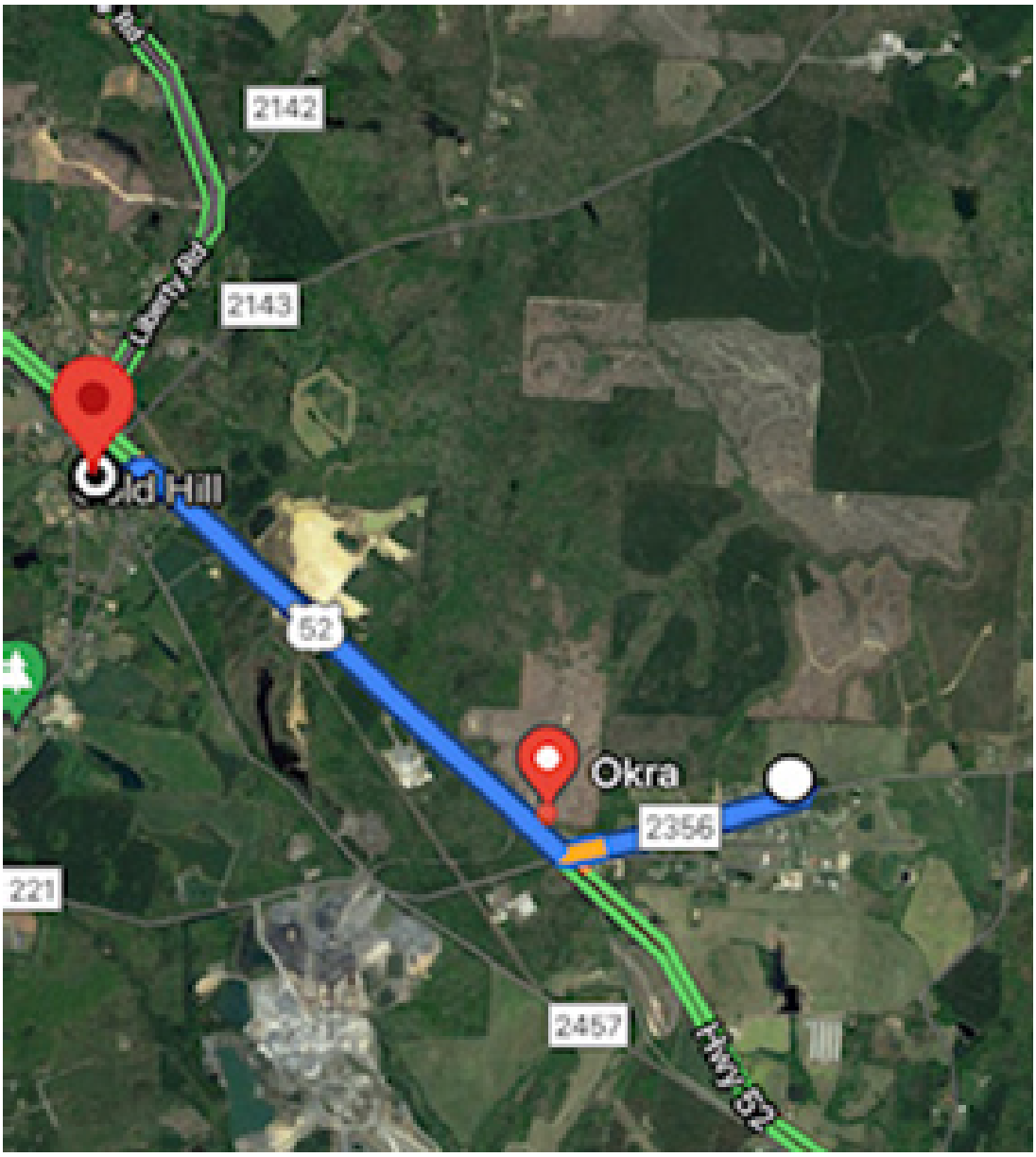


Stanley Memorial Hospital Heliport

301 Yadkin St. Albemarle, NC 28001

- **Head RIGHT onto Old Beatty Ford Road (0.6 miles)**
- **Turn LEFT onto US-52 S (11 miles)**
- **Turn LEFT onto N 2nd St (0.4 miles)**
- **Turn LEFT onto Hawthorn Ave (400 feet)**
- **Turn RIGHT into the Hospital Entrance (250 feet)**
- **Turn LEFT (100 feet)**
- **Turn RIGHT (150 feet)**

Fire Department Directions- Gold Hill VFD Station 46

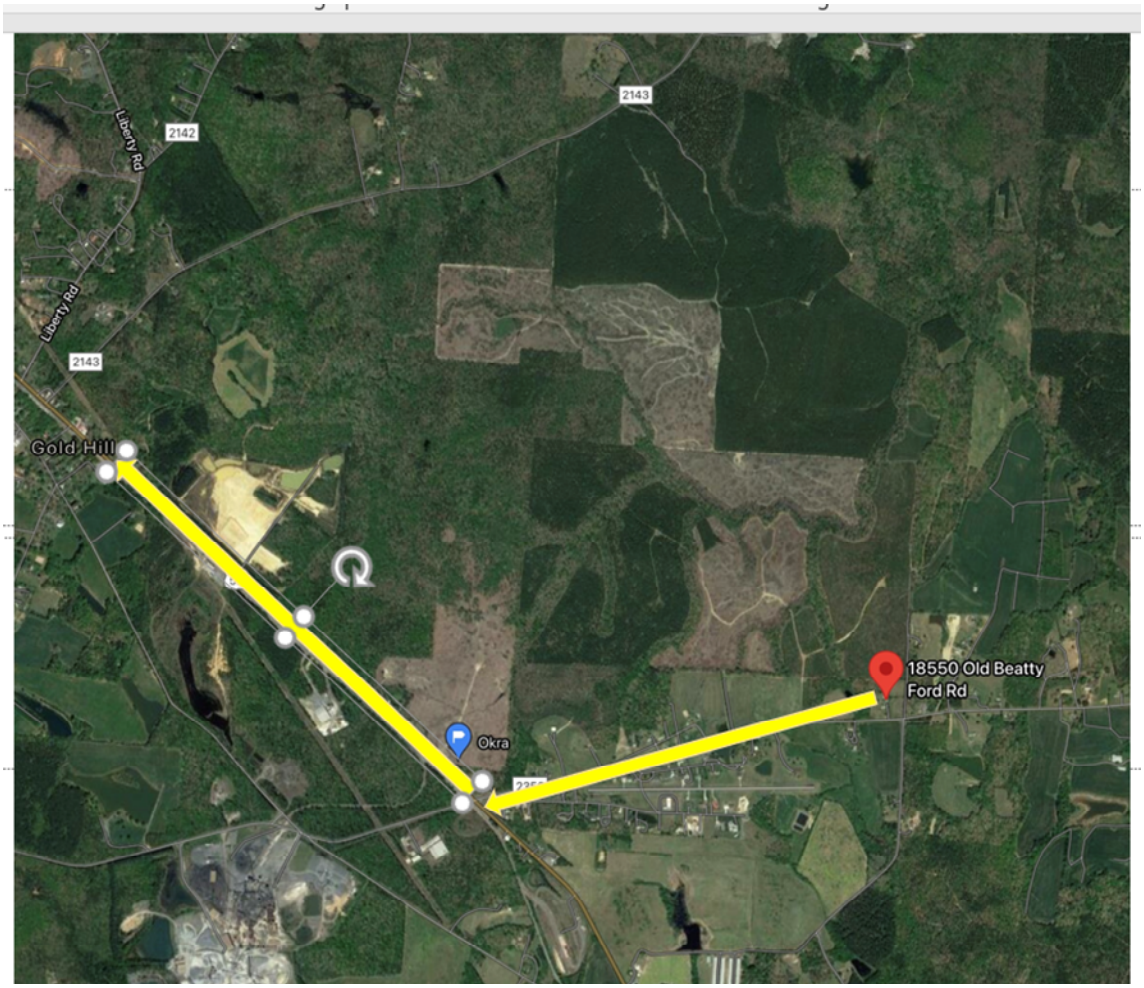


Gold Hill VFD Station 46

820 Old US Hwy 80, Gold Hill, NC 28071

- **Head RIGHT onto Old Beatty Ford Road (0.6 miles)**
- **Turn RIGHT onto US-52 N (1.4 miles)**
- **Turn LEFT onto Doby Dr (0.1 miles)**
- **Turn RIGHT onto Old Hwy 80 (250 feet)**
- **Turn LEFT into Fire Department Parking Lot**

9.0 Evacuation Route and Muster Point Area- Gold Hill VFD Station 46



10.0 EMERGENCY CONTACTS

IF THERE IS AN EMERGENCY, THE AIR HORN A WILL SOUND. AFTER THE HORN, THERE WILL BE A MESSAGE INDICATING THE TYPE OF EMERGENCY FOLLOWED BY DIRECTIONS FOR PERSONNEL RESPONSE.

Primary Muster Point – Primary Driveway Entrance- From the Intersection of Route No. SR 2356 and Route No. US 52 towards Doby Drive, Gold Hill, NC

Secondary Muster Point – Secondary Driveway Entrance -From the Intersection of Route No. SR 2256 and Route No. US 52 towards SR 2412, Gold Hill, NC

Offsite Muster Point – Gold Hill Volunteer Fire Department, Station 46, 820 Old US Hwy 80, Gold Hill, NC 28071

EMERGENCY CONTACT LIST

Gold Hill VFD, Station 46	Gold Hill, NC	704-279-8662
Novant Health Rowan Medical Center	Salisbury, NC	704-210-5000
Stanly Regional Medical Center	Albemarle, NC	704-984-4000
Rowan County Sheriff Department	Salisbury, NC	704-216-8700

ALTERNATE EMERGENCY CALL 911

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EXHIBIT 12

Gold Hill Flats letter

Roy Cooper
Governor

D. Reid Wilson
Secretary, Department of Natural and Cultural Resources

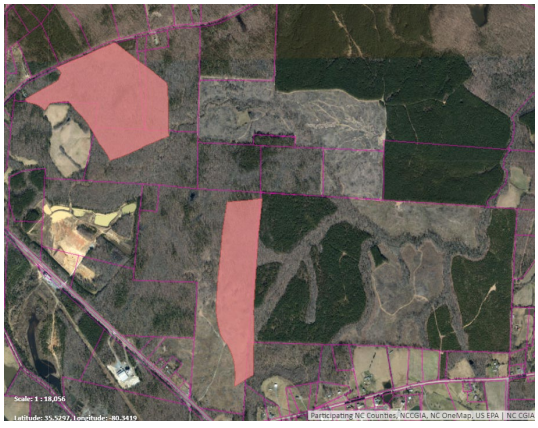
Will Summer
Interim Director, Division of Land and Water Stewardship
Interim Executive Director, NC Land and Water Fund

August 18, 2021

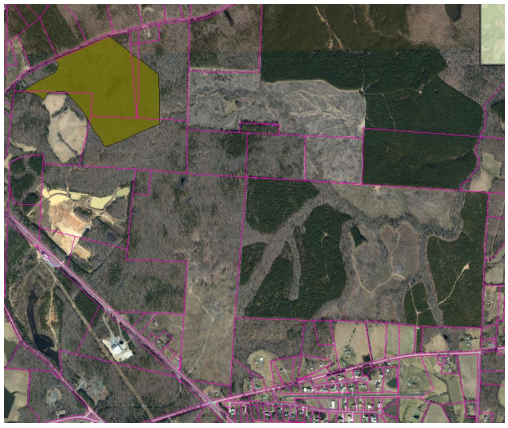
Mr. Ed Muire, Planning and Development Director
Rowan County
402 N. Main Street, Room 204
Salisbury, NC 28144
Transmitted via email to: Ed.Muire@rowancountync.gov

Dear Mr. Muire,

Thank you for reaching out the North Carolina Natural Heritage Program (NCNHP) regarding the Okra Holdings Solar proposal and our Gold Hill Flats Natural Area. Our program has been in contact with Birdseye Environmental and their associates and we attended a meeting on July 26, 2021 with their representatives and other state agencies. The meeting was arranged by North Carolina Department of Environmental Quality to discuss the environmental aspects of the project. At this meeting, NCNHP learned that the portion of the solar proposal that intersected with our Gold Hill Flats Natural Area boundary, the Schad tract, had been fully clear-cut in 2018 and 2019. We have reviewed GIS data layers that confirmed this. The harvesting of timber from the Schad tract eliminated the rare natural communities that had been previously documented in that area. Based on this information, the NCNHP revised the boundary of the Gold Hill Flats Natural Area, removing the portion of the Gold Hill Flats Natural Area that was documented on the Schad tract, as illustrated in the maps below.



Map 1. Gold Hill Flats Natural Area (pink) 2021 July.



Map 2. Gold Hill Flats Natural Area (green) 2021 August.

Please note two important issues for consideration. First, NCNHP Natural Areas are a non-regulatory designation and there are no State-level prohibitions on land

management or land use change tied specifically to Natural Area designation. As such, the clear cutting in 2018-19 and the current proposal are not regulated by NCNHP.

Second, there are occurrences of the State and Federal Endangered Schweinitz's Sunflower (*Helianthus schweinitzii*) on the southwest border of the Schad tract along the Highway 52 right-of-way and elsewhere. We recommend that the project planners contact the United States Fish and Wildlife for regulatory guidance related to this species. This sunflower thrives in full sun, including roadside rights-of-way and cleared areas, so although the rare forest communities no longer exist on the project site, this species may respond positively to the alterations from the timber removal. We recommend that the consultant survey the entire project area for this species between Aug-Nov (preferably Sept-Oct), flag locations of any occurrences in the field, and avoid any impacts during construction and maintenance. With careful planning, they may be able to plan the project in a way that avoids negative impacts, or even improves sunflower habitat and we would be happy to consult with them on that if they are interested.

Attached please find a report generated through our North Carolina Natural Heritage Data Explorer. This report was generated showing the 2021 July Gold Hill Flats Natural Area Boundary, rather than the 2021 August boundary but the details regarding the Schweinitz's Sunflower documented within the project area and information on species, natural communities, Natural Areas, and Managed Areas within 1-mile of the project area are accurate for planning purposes. The maps on the Natural Heritage Data Explorer website will be updated in October, and will reflect the removal of the Schad draft from the natural area.

If you have questions regarding the information provided in this letter or need additional assistance, please contact me with information provided below or Judy Ratcliffe at judith.ratcliffe@ndccr.gov, 919-707-8628.

Sincerely,

Misty Buchanan

Misty Buchanan
Deputy Director for Natural Heritage
misty.buchanan@ncdcr.gov, 919-707-8107

cc: Rebecca Cheatham, Birdseye Renewable Energy

NC DEPARTMENT OF
NATURAL AND CULTURAL RESOURCES

Roy Cooper, **Governor**
D. Reid Wilson, **Secretary**
Walter Clark
Director, Division of Land and Water Stewardship

NCNHDE-15458

August 18, 2021

Ed Muire
Planning and Development Director
402 N. Main Street, Room 204
Salisbury, NC 28144
RE: Okra Holdings Solar Proposal

Dear Ed Muire:

The North Carolina Natural Heritage Program (NCNHP) appreciates the opportunity to provide information about natural heritage resources for the project referenced above.

A query of the NCNHP database indicates that there are records for rare species, important natural communities, natural areas, and/or conservation/managed areas within the proposed project boundary. These results are presented in the attached 'Documented Occurrences' tables and map.

The attached 'Potential Occurrences' table summarizes rare species and natural communities that have been documented within a one-mile radius of the property boundary. The proximity of these records suggests that these natural heritage elements may potentially be present in the project area if suitable habitat exists. Tables of natural areas and conservation/managed areas within a one-mile radius of the project area, if any, are also included in this report.

If a Federally-listed species is documented within the project area or indicated within a one-mile radius of the project area, the NCNHP recommends contacting the US Fish and Wildlife Service (USFWS) for guidance. Contact information for USFWS offices in North Carolina is found here: https://www.fws.gov/offices/Directory/ListOffices.cfm?statecode=37.

Please note that natural heritage element data are maintained for the purposes of conservation planning, project review, and scientific research, and are not intended for use as the primary criteria for regulatory decisions. Information provided by the NCNHP database may not be published without prior written notification to the NCNHP, and the NCNHP must be credited as an information source in these publications. Maps of NCNHP data may not be redistributed without permission.

Also please note that the NC Natural Heritage Program may follow this letter with additional correspondence if a Dedicated Nature Preserve, Registered Heritage Area, Land and Water Fund easement, or an occurrence of a Federally-listed species is documented near the project area.

If you have questions regarding the information provided in this letter or need additional assistance, please contact Rodney A. Butler at rodney.butler@ncdcr.gov or 919-707-8603.

Sincerely,
NC Natural Heritage Program

Natural Heritage Element Occurrences, Natural Areas, and Managed Areas Intersecting the Project Area
Okra Holdings Solar Proposal
August 18, 2021
NCNHDE-15458

Element Occurrences Documented Within Project Area

Taxonomic Group	EO ID	Scientific Name	Common Name	Last Observation Date	Element Occurrence Rank	Accuracy	Federal Status	State Status	Global Rank	State Rank
Natural Community	13957	Dry Oak--Hickory Forest (Piedmont Subtype)	---	2010	B	2-High	---	---	G4G5	S4
Natural Community	7824	Upland Depression Swamp Forest	---	2010	A	3-Medium	---	---	G2G3	S2S3
Natural Community	17050	Xeric Hardpan Forest (Acidic Hardpan Subtype)	---	2010	B	3-Medium	---	---	G2	S1
Vascular Plant	24229	Helianthus schweinitzii	Schweinitz's Sunflower	2017-10-13	D	1-Very High	Endangered	Endangered	G3	S3

Natural Areas Documented Within Project Area

Site Name	Representational Rating	Collective Rating
Gold Hill Flats	R1 (Exceptional)	C4 (Moderate)

No Managed Areas Documented within the Project Area

Definitions and an explanation of status designations and codes can be found at https://ncnhde.natureserve.org/help. Data query generated on August 18, 2021; source: NCNHP, Q2 July 2021. Please resubmit your information request if more than one year elapses before project initiation as new information is continually added to the NCNHP database.

Natural Heritage Element Occurrences, Natural Areas, and Managed Areas Within a One-mile Radius of the Project Area
Okra Holdings Solar Proposal
August 18, 2021
NCNHDE-15458

Element Occurrences Documented Within a One-mile Radius of the Project Area

Taxonomic Group	EO ID	Scientific Name	Common Name	Last Observation Date	Element Occurrence Rank	Accuracy	Federal Status	State Status	Global Rank	State Rank
Freshwater Bivalve	27822	Villosa delumbis	Eastern Creekshell	2004-05-20	E	3-Medium	---	Significantly Rare	G4	S4
Natural Community	13957	Dry Oak--Hickory Forest (Piedmont Subtype)	---	2010	B	2-High	---	---	G4G5	S4
Natural Community	7824	Upland Depression Swamp Forest	---	2010	A	3-Medium	---	---	G2G3	S2S3
Natural Community	10399	Upland Depression Swamp Forest	---	1993-09-23	A	3-Medium	---	---	G2G3	S2S3
Natural Community	17050	Xeric Hardpan Forest (Acidic Hardpan Subtype)	---	2010	B	3-Medium	---	---	G2	S1
Natural Community	15000	Xeric Hardpan Forest (Acidic Hardpan Subtype)	---	2010	A	3-Medium	---	---	G2	S1
Vascular Plant	31204	Carex bushii	Bush's Sedge	1994-06-07	E	3-Medium	---	Significantly Rare Peripheral	G4	S1
Vascular Plant	23070	Helianthus laevigatus	Smooth Sunflower	2018-11-07	B	3-Medium	---	Special Concern Vulnerable	G4	S3
Vascular Plant	20753	Helianthus schweinitzii	Schweinitz's Sunflower	2013-10-10	F	3-Medium	Endangered	Endangered	G3	S3
Vascular Plant	20751	Helianthus schweinitzii	Schweinitz's Sunflower	2018-09-11	C	3-Medium	Endangered	Endangered	G3	S3
Vascular Plant	20757	Helianthus schweinitzii	Schweinitz's Sunflower	2017-10-13	D	2-High	Endangered	Endangered	G3	S3
Vascular Plant	20748	Helianthus schweinitzii	Schweinitz's Sunflower	2018-11-07	C?	2-High	Endangered	Endangered	G3	S3
Vascular Plant	6	Helianthus schweinitzii	Schweinitz's Sunflower	2018-11-07	D	1-Very High	Endangered	Endangered	G3	S3
Vascular Plant	20754	Helianthus schweinitzii	Schweinitz's Sunflower	2002-10-31	F	3-Medium	Endangered	Endangered	G3	S3
Vascular Plant	24229	Helianthus schweinitzii	Schweinitz's Sunflower	2017-10-13	D	1-Very High	Endangered	Endangered	G3	S3
Vascular Plant	20749	Helianthus schweinitzii	Schweinitz's Sunflower	2018-11-07	D	1-Very High	Endangered	Endangered	G3	S3

Natural Areas Documented Within a One-mile Radius of the Project Area

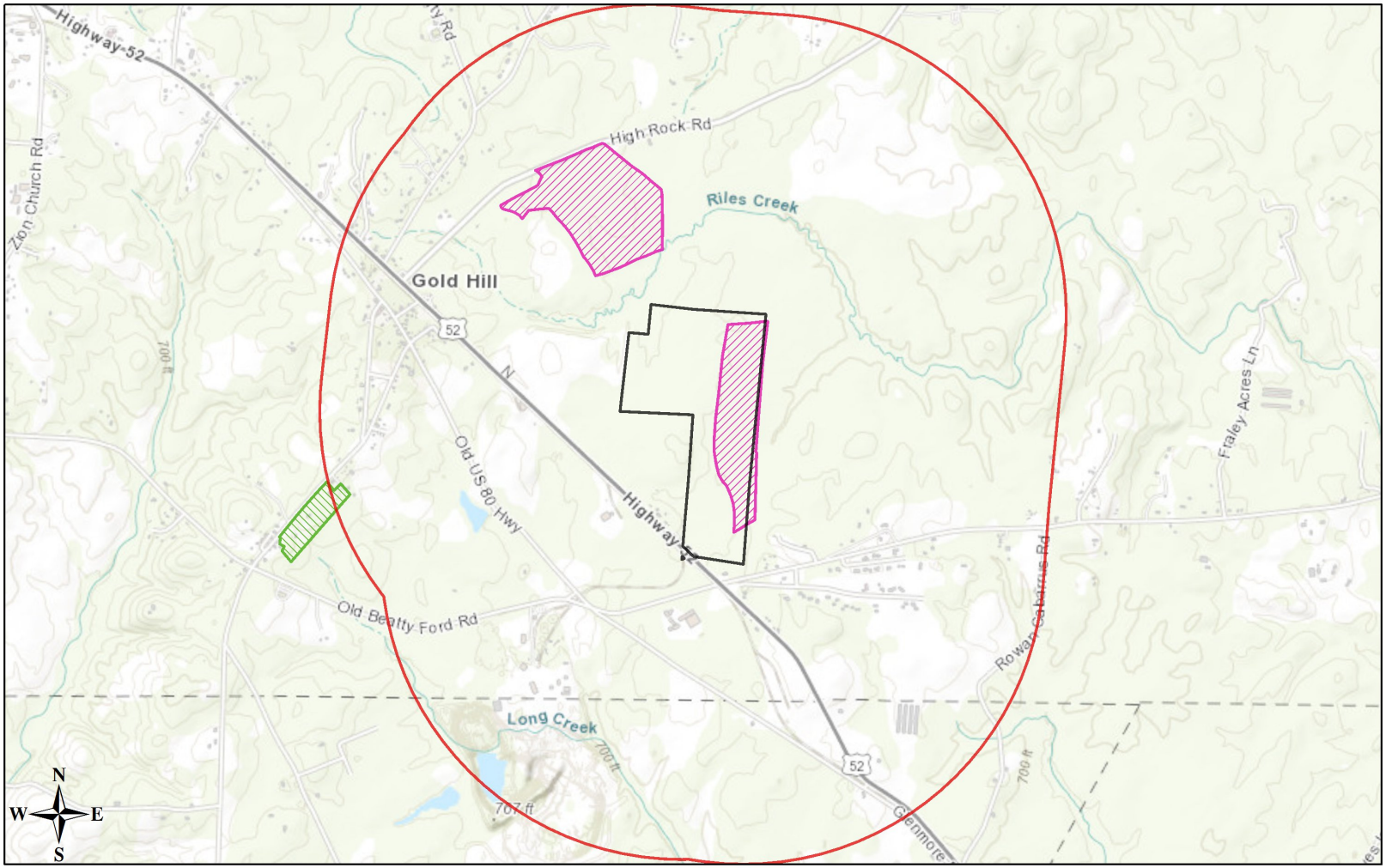
Site Name	Representational Rating	Collective Rating
Gold Hill Flats	R1 (Exceptional)	C4 (Moderate)

Managed Areas Documented Within a One-mile Radius of the Project Area

Managed Area Name	Owner	Owner Type
Historic Gold Hill and Mines Foundation Preserve	Historic Gold Hill and Mines Foundation	Private

Definitions and an explanation of status designations and codes can be found at https://ncnhde.natureserve.org/help. Data query generated on August 18, 2021; source: NCNHP, Q2 July 2021. Please resubmit your information request if more than one year elapses before project initiation as new information is continually added to the NCNHP database.

NCNHDE-15458: Okra Holdings Solar Proposal



August 18, 2021

- Project Boundary
- Buffered Project Boundary
- NHP Natural Area (NHNA)
- Managed Area (MAREA)

1:29,052

0 0.25 0.5 1 mi

0 0.4 0.8 1.6 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

PLANNING BOARD
Z 08-21 Exhibits
September 27, 2021

EXHIBIT 13

NC Utilities Commission CPCN

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. SP-26028, SUB 0

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of		
Application of Okra Holdings, LLC, for a	)	ORDER ISSUING CERTIFICATE
Certificate of Public Convenience and	)	AND ACCEPTING REGISTRATION
Necessity to Construct a 69-MW Solar	)	OF NEW RENEWABLE ENERGY
Facility in Rowan County, North Carolina	)	FACILITY

BY THE COMMISSION: On July 31, 2020, Okra Holdings, LLC (Applicant), filed an application seeking a certificate of public convenience and necessity pursuant to N.C. Gen. Stat. § 62-110.1(a) for construction of a 69-MW_{AC} solar generating facility to be located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina. The Applicant plans to sell the electricity to Duke Energy Carolinas, LLC (DEC).

Contemporaneously with the application, the Applicant filed a registration statement for a renewable energy facility or new renewable energy facility. The registration statement included certified attestations that: (1) the facility is in substantial compliance with all federal and state laws, regulations, and rules for the protection of the environment and conservation of natural resources; (2) the facility will be operated as a renewable energy facility; (3) the Applicant will not remarket or otherwise resell any renewable energy certificates sold to an electric power supplier to comply with N.C.G.S. § 62-133.8; and (4) the Applicant will consent to the auditing of its books and records by the Public Staff insofar as those records relate to transactions with North Carolina electric power suppliers.

On August 3, 2020, the Commission issued an Order Requiring Publication of Notice.

Also on August 3, 2020, the Applicant filed a verified certificate of service stating that the application and the related public notice were provided to DEC on August 3, 2020.

On September 2, 2020, the Applicant filed an affidavit of publication from The Salisbury Post (Rowan County, North Carolina) stating that the publication of notice was completed on August 25, 2020.

On September 18, 2020, the State Clearinghouse filed comments. The cover letter indicated that, because of the nature of the comments, no further State Clearinghouse review action by the Commission was required for compliance with the North Carolina Environmental Policy Act.

The Public Staff has reviewed the application and determined it to be in compliance with the requirements of N.C.G.S. § 62-110.1(a) and Commission Rule R8-64. The Public

Staff further stated that the registration statement contains the certified attestations required by Commission Rule R8-66(b). Therefore, the Public Staff recommended approval of the certificate and registration for the facility.

The Public Staff noted that it inquired of the Applicant whether the project was planned for participation in the Competitive Procurement of Renewable Energy (CPRE) Program pursuant to N.C.G.S. § 62-110.8, and the Applicant responded that it does not plan for the project to be bid into current or future CPRE Program tranches.

After careful consideration, the Commission finds good cause to approve the application and issue the attached certificate for the proposed solar photovoltaic (PV) electric generating facility. The Commission further finds good cause, based upon the foregoing and the entire record in this proceeding, to accept registration of the facility as a new renewable energy facility. The Applicant shall annually file the information required by Commission Rule R8-66 on or before April 1 of each year and will be required to participate in the NC-RETS REC tracking system (http://www.ncrets.org) in order to facilitate the issuance of RECs.

IT IS, THEREFORE, ORDERED as follows:

1. That a certificate of public convenience and necessity shall be, and is hereby, issued to Okra Holdings, LLC, for the construction of a 69-MW_{AC} solar PV electric generating facility to be located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina;

2. That Appendix A hereto shall constitute the certificate of public convenience and necessity issued for the facility;

3. That the registration statement filed by Okra Holdings, LLC, for its solar PV electric generating facility to be located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina, as a new renewable energy facility, shall be, and is hereby, be accepted; and

4. That Okra Holdings, LLC, shall annually file the information required by Commission Rule R8-66 on or before April 1 of each year.

ISSUED BY ORDER OF THE COMMISSION.

This the 13th day of October, 2020.

NORTH CAROLINA UTILITIES COMMISSION



Kimberley A. Campbell, Chief Clerk

APPENDIX A

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. SP-26028, SUB 0

Okra Holdings, LLC
1125 E Morehead Street, Suite 202
Charlotte, North Carolina 28402

is hereby issued this

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
PURSUANT TO N.C. GEN. STAT. § 62-110.1

for a 69-MW_{AC} solar photovoltaic electric generating facility

located

at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina

subject to all orders, rules, regulations, and conditions
as are now or may hereafter be lawfully made
by the North Carolina Utilities Commission.

ISSUED BY ORDER OF THE COMMISSION.

This the 13th day of October, 2020.

NORTH CAROLINA UTILITIES COMMISSION

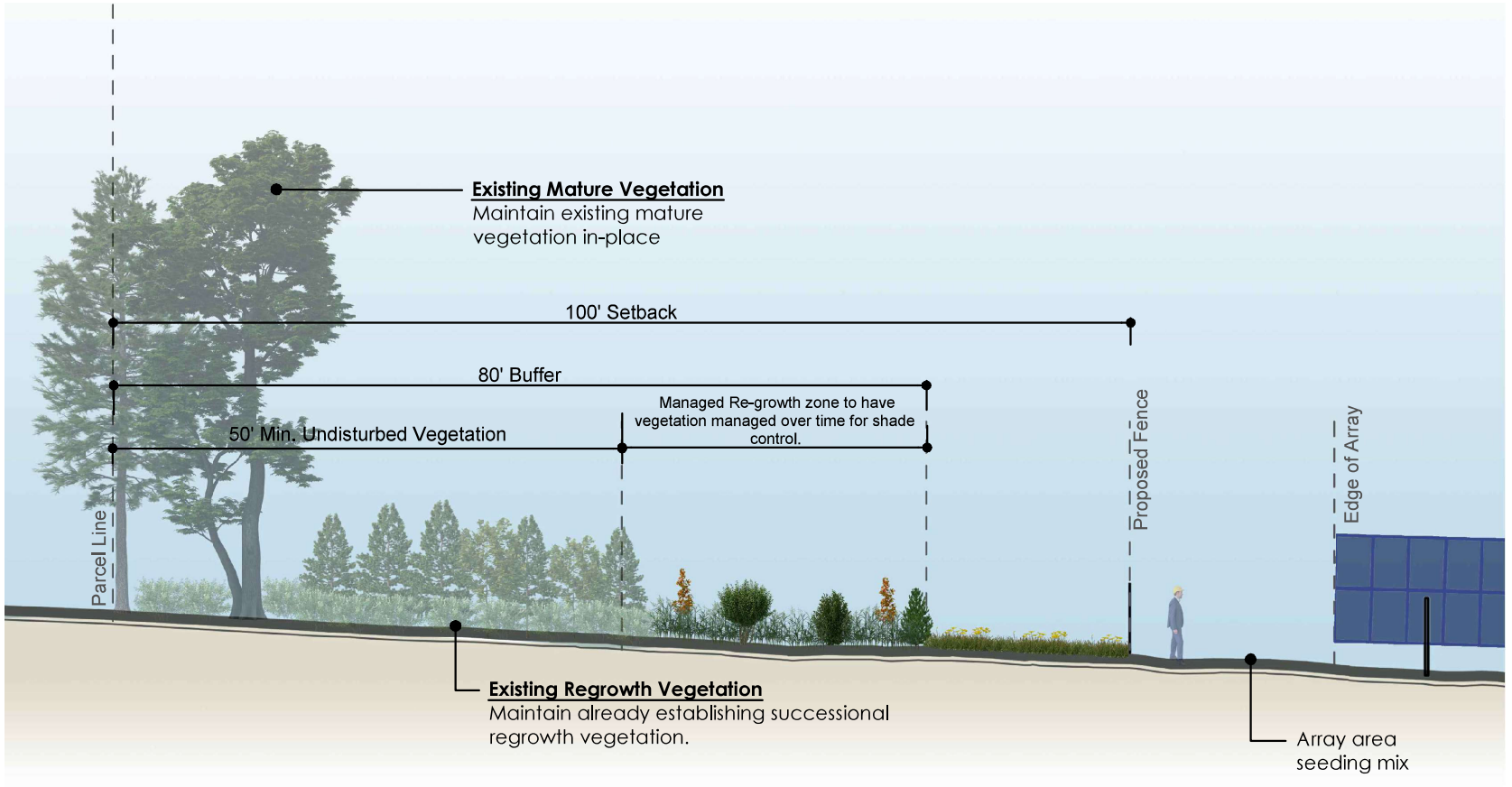
Kimberley A. Campbell

Kimberley A. Campbell, Chief Clerk

PLANNING BOARD
Z 08-21 Exhibits
September 27, 2021

EXHIBIT 14

Alternative Buffering Explanation and Photos



1 Buffer Compliance Option

In locations where there is some mature vegetation and applicant is required to meet the screening, buffering and fencing standards of section 21-64(a)(3) and sections 21-215(2)(b)(1) and (2), or is otherwise required to provide screening against adjacent land uses in accordance with section 21-215 and table 21-216, applicant proposes the use of alternate buffer and screening to consist of either an 80 foot wide undisturbed buffer of existing vegetation, or an 80 foot wide buffer consisting of (a) minimum 50 feet of undisturbed existing vegetation, and (b) 30 feet of managed regrowth area which will be either allowed to continue to grow and mature or planted with select native tree and shrub species and grasses. the managed regrowth buffer area may be managed over time to for shade control as needed. a six foot high security fence will be provided along the system area boundary.

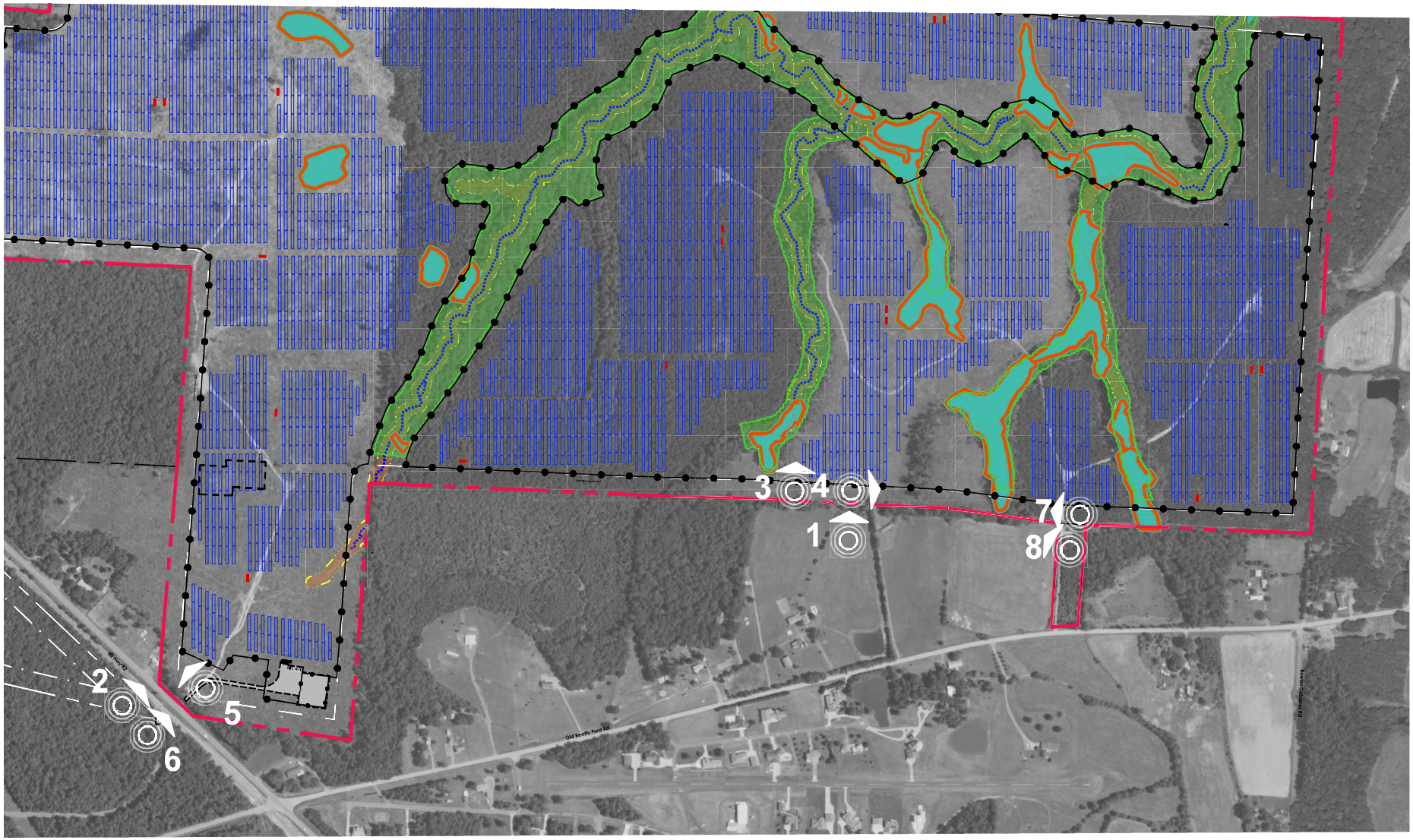


Photo Location Key Map

Okra Solar

Rowan County, NC

BUFFER COMPLIANCE STRATEGY



View 1



View 2

1 Buffer Compliance

Okra Solar

Rowan County, NC

BUFFER COMPLIANCE STRATEGY



View 3



View 4

Existing Regrowth Vegetation
Maintain already establishing successional regrowth vegetation.

Existing @ Parcel Line
Maintain existing vegetation.

1 Buffer Compliance

Okra Solar
Rowan County, NC
BUFFER COMPLIANCE STRATEGY



View 5



View 6

Existing @ Parcel Line
Maintain existing vegetation.

Existing Regrowth Vegetation
Maintain already establishing successional regrowth vegetation.

1 Buffer Compliance



View 7



View 8

Existing Vegetation To Remain
Maintain already establishing successional regrowth vegetation.

Existing Vegetation To Remain

1 Buffer Compliance

Okra Solar
Rowan County, NC
BUFFER COMPLIANCE STRATEGY

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Ed Muire, Planning Director
DATE:	October 25, 2021
SUBJECT:	Z 08-21 Suggested Hearing Procedures

REQUEST

Staff has proposed the attached procedures be used for the Z 08-21 Okra Holdings, LLC utility scale solar energy system legislative hearing scheduled for November 15, 2021. The suggested process and content have been reviewed and approved by the County Attorney and we feel these provide an equal opportunity for all parties to be heard by the Commission in a timely manner.

These procedures will be posted on the County webpage, adjoining property owners receiving the hearing notice will also be advised and the published hearing notice in the *Salisbury Post* will mention the special procedures directing them to the County webpage for specifics.

The applicant and interested citizens in the Gold Hill community have already been advised the Commission will be considering instituting these procedures for this hearing.

STAFF RECOMMENDATION

- Adopt the accompanying hearing procedures for the Z 08-21 legislative hearing.

ATTACHMENTS:

Description	Upload Date	Type
Hearing Procedures	10/25/2021	Backup Material

Proposed Procedures for Okra Holdings, LLC Legislative Hearing for Z 08-21

The Rowan County, NC Board of County Commissioners has opted to implement the following procedures for the **Z 08-21** application to ensure the legislative hearing is conducted fairly and scheduled one and a half hours of its November 15, 2021 agenda to receive comments in an equitable manner.

It is suggested that all speakers use the sign-up sheet to register their name and address for the record. The applicant will be provided a separate sign-up sheet to record their attendance.

I. Following the Staff presentation, the applicant will be provided thirty (30) minutes to present their application and state its basis for approval of the application and vested rights request. After which, the Commission may ask questions of the applicant. Q and A between the applicant and Commission will not be included in the 30-minute limit.

II. The public will then be provided a total of forty-five (45) minutes, with a maximum of three (3) minutes per speaker, but time may be yielded from one or several citizens to a "spokesperson" for a group. Those citizens yielding time must have recorded their name on the sign-up sheet and noted such. Names will be called in the order appearing on the sign-up sheet. All comments should be directed to the Commission regarding the application, not toward the applicant or Staff.

III. Following public comment, the applicant will be provided fifteen (15) minutes for rebuttal or to offer additional comments, which may include additional modifications or conditions to the **Z 08-21** application.

IV. If scheduled time remains or at the discretion of the Chair, additional testimony may be allowed at a maximum of three (3) minutes per speaker.

V. Following the rebuttal period, the Commission will close the Legislative Hearing and will not receive any further comments from the applicant or the public unless specifically requested by the Chair.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Commissioner Judy Klusman
DATE: October 27, 2021
SUBJECT: Visitation Station for Families First

ATTACHMENTS:

Description	Upload Date	Type
Visitation Station	10/27/2021	Cover Memo

TO: Board of Commissioners
FROM: Commissioner Judy Klusman
DATE: October 27, 2021
SUBECT: Visitation Station

I am requesting that board appropriate $92,800 to Families First for the funding of the Visitation Station used by the courts for supervised parental visitation.

MOTIONS:

1. Authorize the County Manager to appropriate $92,800 to Families First in 4 quarterly payments of $23,200.
2. Authorize a budget amendment in the amount of $92,800 from the General Fund Balance to contingency.
3. Authorize the County Manager to transfer $92,800 from contingency to the appropriate line item for purpose of making payments to Families first.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 10/26/21
SUBJECT: Approval of Contract with Carolina Siteworks for Roadway Project

---

At the September 20, 2021 meeting the Board of Commissioners approved for the County Manager to enter into a contract with Carolina Siteworks for $480,520 for a roadway project at the dog adoption center. While reviewing the required certificate of insurance it was determined that an amount different than what was originally requested in the IFB would be accepted as an appropriate functional alternate to the limits listed in the contract conditions. The bid required liability limits of $1,000,000 per person per occurrence for Bodily Injury and $1,000,000 per occurrence and aggregate for Property Damage. The compromise, and what seems to be more of an industry standard, is $1,000,000 combined single limit.

Attached updated contract with Carolina Siteworks.

Purchasing Director recommends that the Board of Commissioners allow the County Manager to enter into a contract with Carolina Siteworks for the roadway project at the dog adoption center for an amount not to exceed $480,520.

ATTACHMENTS:

Description	Upload Date	Type
Agreement w/ Carolina Siteworks - 1	10/26/2021	Cover Memo
Carolina Siteworks	10/26/2021	Cover Memo

MODIFIED AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-520 Modified Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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MODIFIED AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Rowan County ("Owner") and Carolina Siteworks, Inc. ("Contractor").

Effective Date of Agreement: _____

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of approximately 500 linear feet of paved industrial road providing public access to the Rowan County Dog Adoption Center and the Rowan County Animal Shelter, and includes approximately 600 linear feet of public sewer extension with manholes and related appurtenances, and approximately 500 linear feet of public water extension with hydrants, valves, and related appurtenances.

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by McGill Associates, P.A. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed within 130 calendar days, and completed and ready for final payment in accordance with the Modified General Conditions within 150 calendar days.

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3.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Modified General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$ 1,000** for each calendar day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **$1,000** for each calendar day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A, and 4.01.B below:

A. For lump sum work an amount equal to the percentage completed of specific items of work provided by the Contractor as a schedule of values for the Lump Sum work.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The unit price for each item is as supplied in the Bid for the project.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Modified General Conditions. Applications for Payment will be processed by Engineer as provided in the Modified General Conditions.

5.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Modified General Conditions (and in the case of Unit Price Work based on the number of units completed).

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Modified General Conditions.

    a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the Modified General Conditions and less 2.5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the Modified General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has reviewed all General and Supplementary Conditions applicable to the Work.

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

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procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 6.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – MISCELLANEOUS

7.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the Modified General Conditions and the Supplementary Conditions.

7.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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7.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 through 7, inclusive).
2. Performance bond (pages __ through __, inclusive).
3. Payment bond (pages ___ through __, inclusive).
4. Other bonds (pages _N/A_ through _N/A_, inclusive).
5. Notice of Award (pages 1 through 1, inclusive).
6. Modified General Conditions (pages 1 through 82, inclusive).
7. Supplementary Conditions (pages 1 through 1, inclusive).
8. Specifications as identified in the table of contents of the bound Project Manual.
9. Drawings consisting of 22 sheets with each sheet bearing the following general title: Rowan County Roadway Project
10. Addenda (numbers 1 through 3, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 through 32, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed (pages 1 through 1, inclusive).
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Modified General Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER:

Rowan County

By: _____

Title: Aaron Church, County Manager

Attest: _____

Title: _____

Address for giving notices:

Rowan County

130 West Innes Street

Salisbury, North Carolina 28144

Pre-Audit Statement: This instrument has been preaudited in the manner required by the Local Budget and Fiscal Control Act as amended.

_____

By:

Title:

Date:

Approved as to Form:

_____

By:

Title:

Date:

CONTRACTOR

Carolina Siteworks, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____

Agent for service of process:

_____

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

MODIFIED STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America — Skill Responsibility Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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These Modified General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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MODIFIED STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 5

Article 2 – Preliminary Matters 7
2.01 Delivery of Bonds and Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Commencement of Contract Times; Notice to Proceed 7
2.04 Starting the Work 7
2.05 Before Starting Construction ..... Intentionally Deleted
2.06 Preconstruction Conference; Designation of Authorized Representatives 7
2.07 Submission and Acceptance of Schedules 8

Article 3 – Contract Documents: Intent, Amending, Reuse 8
3.01 Intent 8
3.02 Reference Standards 9
3.03 Reporting and Resolving Discrepancies 9
3.04 Amending and Supplementing Contract Documents 11
3.05 Reuse of Documents 11
3.06 Electronic Data 12

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 12
4.01 Availability of Lands 12
4.02 Subsurface and Physical Conditions 13
4.03 Differing Subsurface or Physical Conditions 14
4.04 Underground Facilities 15
4.05 Reference Points 17
4.06 Hazardous Environmental Condition at Site 17

Article 5 – Bonds and Insurance 19
5.01 Performance, Payment, and Other Bonds 19
5.02 Licensed Sureties and Insurers 19
5.03 Certificates of Insurance 19
5.04 Contractor's Insurance 20
5.05 Owner's Liability Insurance 23
5.06 Property Insurance 23
5.07 Waiver of Rights 24
5.08 Receipt and Application of Insurance Proceeds 25
5.09 Acceptance of Bonds and Insurance; Option to Replace 25

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5.10 Partial Utilization, Acknowledgment of Property Insurer 26

Article 6 – Contractor's Responsibilities 26
6.01 Supervision and Superintendence 26
6.02 Labor; Working Hours 27
6.03 Services, Materials, and Equipment 28
6.04 Progress Schedule 29
6.05 Substitutes and "Or-Equals" 30
6.06 Concerning Subcontractors, Suppliers, and Others 33
6.07 Patent Fees and Royalties 35
6.08 Permits 35
6.09 Laws and Regulations 35
6.10 Taxes 36
6.11 Use of Site and Other Areas 36
6.12 Record Documents 37
6.13 Safety and Protection 37
6.14 Safety Representative 39
6.15 Hazard Communication Programs 39
6.16 Emergencies 39
6.17 Shop Drawings and Samples 39
6.18 Continuing the Work 42
6.19 Contractor's General Warranty and Guarantee 42
6.20 Indemnification 43
6.21 Delegation of Professional Design Services 44
6.22 Owner-Purchased Material and Equipment 44

Article 7 – Other Work at the Site 45
7.01 Related Work at Site 45
7.02 Coordination 46
7.03 Legal Relationships 46
7.04 Claims Between Contractors 46

Article 8 – Owner's Responsibilities 47
8.01 Communications to Contractor 47
8.02 Replacement of Engineer 47
8.03 Furnish Data 47
8.04 Pay When Due 47
8.05 Lands and Easements; Reports and Tests 47
8.06 Insurance ..... Intentionally Deleted
8.07 Change Orders 47
8.08 Inspections, Tests, and Approvals 47
8.09 Limitations on Owner's Responsibilities 48
8.10 Undisclosed Hazardous Environmental Condition 48
8.11 Evidence of Financial Arrangements ..... Intentionally Deleted
8.12 Compliance with Safety Program ..... Intentionally Deleted

Article 9 – Engineer's Status During Construction 48
9.01 Owner's Representative 48

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9.02 Visits to Site 48
9.03 Construction Field Representative 49
9.04 Authorized Variations in Work 49
9.05 Rejecting Defective Work 50
9.06 Shop Drawings, Change Orders and Payments 50
9.07 Determinations for Unit Price Work 50
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 50
9.09 Limitations on Engineer's Authority and Responsibilities 51
9.10 Compliance with Safety Program ..... Intentionally Deleted

Article 10 – Changes in the Work; Claims 52
10.01 Authorized Changes in the Work 52
10.02 Unauthorized Changes in the Work 52
10.03 Execution of Change Orders 52
10.04 Notification to Surety 53
10.05 Claims 53

Article 11 – Cost of the Work; Allowances; Unit Price Work 55
11.01 Cost of the Work 55
11.02 Allowances 58
11.03 Unit Price Work 58

Article 12 – Change of Contract Price; Change of Contract Times 59
12.01 Change of Contract Price 59
12.02 Change of Contract Times 60
12.03 Delays 60

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 63
13.01 Notice of Defects 63
13.02 Access to Work 63
13.03 Tests and Inspections 63
13.04 Uncovering Work 64
13.05 Owner May Stop the Work 65
13.06 Correction or Removal of Defective Work 65
13.07 Correction Period 65
13.08 Acceptance of Defective Work 66
13.09 Owner May Correct Defective Work 67

Article 14 – Payments to Contractor and Completion 68
14.01 Schedule of Values 68
14.02 Progress Payments 68
14.03 Contractor's Warranty of Title 73
14.04 Substantial Completion 73
14.05 Partial Utilization 74
14.06 Final Inspection 75
14.07 Final Payment 75
14.08 Final Completion Delayed 76
14.09 Waiver of Claims 77

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Article 15 – Suspension of Work and Termination 77
15.01 Owner May Suspend Work 77
15.02 Owner May Terminate for Cause 77
15.03 Owner May Terminate For Convenience 78
15.04 Contractor May Stop Work or Terminate 79

Article 16 – Dispute Resolution 80
16.01 Methods and Procedures 80

Article 17 – Miscellaneous 80
17.01 Giving Notice 80
17.02 Computation of Times 80
17.03 Cumulative Remedies 81
17.04 Survival of Obligations 81
17.05 Controlling Law 81
17.06 Headings 81

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form provided in the Contract Documents is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—the offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—the individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Construction Field Representative (CFR)*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

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12. *Contract*—the entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

13. *Contract Documents*—those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*—the Monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

15. *Contract Times*—The number of calendar days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

16. *Contractor*—the individual or entity with whom Owner has entered into the Agreement.

17. *Cost of the Work*—See Paragraph 11.01 for definition.

18. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

19. *Effective Date of the Agreement*—the date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Engineer*—the individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*—Sections of Division 1 of the Specifications.

23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

24. *Hazardous Waste*—the term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*—a principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*—the written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement. The Notice of Award shall not be construed as an agreement or contract. Contractor has no rights or remedies against Owner until the Notice to Proceed has been issued.

29. *Notice to Proceed*—a written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

30. *Owner*—the individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

31. *PCBs*—Polychlorinated biphenyls.

32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

35. *Project Manual*—the bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents. The Project Manual contains any and all addenda issued, documents executed by the Owner and Contractor or Engineer after bidding, and all attachments and exhibits thereto, up to and including the executed copy of the Notice to Proceed.

36. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

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38. *Schedule of Submittals*—a schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—a schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—an individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be fully utilized for the purposes for which it is intended. As a precedent condition to Substantial Completion the Owner shall have received all certificates of occupancy and any other necessary permits for beneficial occupancy. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—the Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—that part of the Contract Documents which amends or supplements these Modified General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water

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levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

49. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*—Work to be paid for on the basis of unit prices.

51. *Work*—the entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or

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authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents or general standards of workmanlike construction or published authorities which govern the proper use and application of a particular material or component, including but not limited to literature published by manufacturers and trade organizations; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

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ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish. The Owner shall have authority to review and reject any bonds as nonconforming.

B. Within fifteen (15) calendar days after the Effective Date of the Agreement, but before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates and other evidence of insurance requested by Owner which Contractor is required to purchase and maintain in accordance with paragraphs Article 5 of these Modified General Conditions. The Owner shall have the authority to review and reject any insurance as nonconforming.

2.02 *Copies of Document*

A. Engineer shall furnish to the successful Contractor up to three (3) sets of the Project Manual. Additional sets will be made available by the Engineer to the Contractor at the cost set forth in the Advertisement for Bids for this project or the actual cost for reproduction whichever is greater.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contractor shall complete all of the work contracted herein, in an acceptable manner and within the established Contract Time. The Contract Time shall commence on the start date given in the Notice to Proceed, and shall run continuously each and every calendar day following, except as herein provided, and in accordance with paragraph 17.02. Times shall be of the essence of this Agreement.

2.04 *Starting the Work*

A. The Contractor shall commence work on or before the tenth (10^{th}) calendar day after the date of the Notice to Proceed or as may be differently stated in the Notice to Proceed. Contractor shall not start work prior to the date set in the Notice to Proceed.

2.05 (Intentionally Deleted)

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a Preconstruction Conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the Contractor's schedule for completion of the work, policies and procedures for submittal of Shop Drawings and other submittals, presentation and processing of Applications for Payment, and maintaining records required by the Contract Documents. If agreed between Owner and Contractor, the Preconstruction Conference may be held prior to the commencement of the Contract Times.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the

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Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of, and legally bind each respective party.

2.07 *Submission and Acceptance of Schedules*

A. Prior to presentation of the first Application for Payment, the Contractor shall submit the following schedules. No progress payment shall be made to Contractor until acceptable Schedules are submitted to Engineer. All schedules shall be coordinated and shall be logically related in time and value for the various stages of work.

1. The Progress Schedule. The Progress Schedule shall be computer generated, utilizing the critical path method (CPM), indicating the dates and duration for completing the various stages of the Work, including any milestones. The level of detail a number of tasks shown in the Progress Schedule shall be commensurate with the complexity of the work. The Progress Schedule shall be acceptable to Engineer if at a minimum it clearly and accurately demonstrates an orderly progression and completion of the work within the contract times. Contractor shall be solely responsible for scheduling and completing the work within the contract time. Any approval or acceptance of the schedule shall not impose on Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility for completion within the contract time.

2. The Schedule of Submittals. The Schedule of Submittals shall provide a workable arrangement for the, engineer to timely review and process the required submittals. The Schedule of Submittals shall also include a list of manufacturers and suppliers. Approval of any schedule by Engineer shall not receive the Contractor from its obligations under the Contract.

3. The Schedule of Values. The Contractors Schedule of Values shall provide a reasonable allocation of the Contract Price to component parts of the Work. Contractor's Schedule of Values for all of the Work shall include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail, commensurate with the complexity of the Work, to serve as the basis for progress payments during performance of the Work. The Schedule of Values shall have line items for project closeout including, demobilization, record drawings, completion of the punch list and project restoration and final cleanup. Approval of any Schedule by Engineer shall not relieve the Contractor from its obligations under the Contract.

4. Cash Flow Schedule. Contractor's Cash Flow Schedule shall be a scheduled and forecasted value of the anticipated payment requests for the Work. The amounts shown shall be considered an estimate which may differ from the actual amounts requested.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

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B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect as of the date Engineer sealed, signed, and dated the Contract Documents, except as may be otherwise specifically stated in the Contract Documents.

2. The Contract Documents shall be deemed to include applicable building codes, laws and regulations, relevant published industry and trade organization standards, as well is the published requirements of any product manufacturer. However, no such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby. Contractor's failure to notify Engineer of any such discrepancy prior to commencement of Work shall constitute a waiver of Contractor's right to seek additional compensation or damages for any alleged discrepancy later discovered by Contractor.

a. Contractor (and any Subcontractor responsible for the performance of all or any part of such Work) shall field verify the accuracy of all grades, elevations, dimensions, locations, orientation and measurements. This shall include locations of any underground utilities or other features which may be shown generally on the drawings for informational purposes only. The Engineer shall be promptly notified in writing of any discrepancies. Contractor's failure to notify Engineer of any such discrepancy prior to

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commencement of Work shall constitute a waiver of Contractor's right to seek additional compensation or damages for any alleged discrepancy later discovered by Contractor.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04. Contractor's failure to notify Engineer of any such discrepancy prior to commencement of Work shall constitute a waiver of Contractor's right to seek additional compensation or damages for any alleged discrepancy later discovered by Contractor.

a. In the event Contractor determines that some aspect of the Contract Documents require clarification or interpretation by Engineer, Contractor shall submit a Request for Information (RFI) in writing to Engineer in a format provided by Engineer. RFIs may only be submitted by the Contractor and shall be in the form required by Engineer. Verbal RFI or a RFI presented on an unapproved form shall be rejected. Any delay caused by Engineer's refusal to accept a verbal RFI or a RFI presented on an unapproved form will be attributed solely to Contractor. Each RFI shall be limited to a single issue. Information that is discernible from the Contract Documents as well as issues concerning construction means, methods, techniques, sequences or safety will not be addressed by Engineer.

b. Contractor shall clearly and concisely state the issue for which clarification or interpretation is sought and why a clarification or interpretation is needed. The RFI process shall not be used by Contractor to seek approval for proposed "or-equal" or substitute materials or equipment.

c. Engineer's review of or responses to RFIs shall not constitute an approval, direction, or procedure related to the construction means, methods, techniques, sequences, or safety.

d. Responses to Contractor RFIs will not change any requirement of the Contract Documents. In the event Contractor believes that a response to an RFI will cause a change in the Contract Price or Contract Time, Contractor shall give written notice of the Claim to Engineer.

e. If Contractor wishes to make Claim for an adjustment of the Contract Price or an extension of the Contract Times, or both, written notice as provided in Paragraph 10.05 shall be given before proceeding to execute the Work. Failure to give such written notice shall waive Contractor's right to seek an adjustment of the Contract Price or an extension of the Contract Times.

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B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation of such documents by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for ordinary record keeping purposes.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Engineer, and the Owner and their employees, principals, agents, successors, insurers, sureties and assigns, from and against any and all liabilities, claims, causes of actions, suits of any nature, fines, penalties, expenses, costs, losses, and damages (including but not

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limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of, resulting from, or relating to the unauthorized use, reuse, or modification of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions, by Contractor, its employees, agents, or any other person or entity for whom Contractor is legally liable.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, surveys, graphics, or other types are furnished, if at all, only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. To the extent that any discrepancy exists between the electronic files and the hard copies, the hard copies shall govern.

1. The Engineer may, but shall not be obligated to, make copies of requested Drawings in electronic format for the Contractor's convenience and to facilitate the Contractor's administration of the Project. Because information presented on electronic files can be modified, unintentionally or otherwise, the Engineer reserves the right to remove all indications of ownership from each electronic display. Notwithstanding the removal of indicia of ownership, the Engineer's copyright interest in such files and the information contained therein shall not be abridged or abated by such action. The use of electronic files prepared by the Engineer shall not in any way relieve the contractor of its duty to fully comply with the Contract Documents nor negate the Contractor's responsibility for coordination of other trades, and taking field measurements.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. To the extent that any errors are detected, the receiving party shall provide written notice to the transferring party, which party shall correct such errors identified within the 60 day acceptance period.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are

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unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

B. In the event the Project involves private land, upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Contract Documents identify:

1. If during the preparation of these Contract Documents, subsurface or geotechnical explorations were conducted which are relevant in the discretion of the Engineer to the scope of the work, the findings of such will be included in the Appendix of the Specifications. The Contractor shall be responsible for obtaining such reports and explorations it deems necessary and advisable for the performing of the Work in accordance with the Contract Documents.

2. Information and data reflected in the Contract Documents with respect to existing structures and facilities at or contiguous to the Site are based upon information obtained from varying sources which may include reports, drawings or other data of those facilities presently on file with the Owner. The Owner and Engineer do not guarantee the accuracy of any such information. The Contractor shall be responsible for field verifying all conditions and measurements and for determining the suitability of the site for the proposed Work.

B. *Limited Reliance by Contractor on Technical Data Authorized:* any reports and drawings which have been identified in Article 4.02 A 1 are not Contract Documents. However, in the event the Engineer specifically calls out and designates certain information in such reports and drawings as "Technical Data" than Contractor shall have a limited right to rely upon the accuracy of the designated Technical Data. Other than the designated Technical Data, any information provided and depicted on the Drawings is merely intended to be a general representation of the physical conditions likely be encountered during the Work and shall not constitute a guarantee or warranty by the Engineer or Owner that actual conditions will not vary from that which is depicted. Except for the Contractor's right to rely on the designated technical data, which is limited as more specifically shown below, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

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2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4. The information provided herein and depicted on the project drawings are not guaranteed by the Owner or Engineer to be more than a general representation of the physical conditions likely to be encountered during the Work.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor discovers or should reasonably have discovered, or otherwise reasonably believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "Technical Data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; and is not in the area of the project bid as Unclassified Excavation;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such circumstance must meet the conditions of Paragraph 4.03. A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

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2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any consequential damages, including but not limited to claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project, and Contractor expressly and specifically releases any and all damages related thereto. Any damages for suspension or idle time shall be limited to the Contractor's actual cost of labor or equipment costs, including a reasonable markup for overhead but shall not include a markup for profit.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:

   1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided; and

   2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

      a. reviewing and checking all such information and data;

      b. locating all Underground Facilities shown or indicated in the Contract Documents;

      c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

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d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

3. Generally, service connections are not indicated on the project drawings. Contractor shall be responsible for locating all existing underground utility installations in advance of excavation.

C. *Underground Utility Damage Prevention Act:*

1. Contractor shall be required and agrees to comply with all the provisions of any applicable underground utility damage prevention act (however titled) and hereby agrees, to the fullest extent permitted by Laws and Regulations, to indemnify, defend, and hold harmless Owner, Engineer, and their employees, principals, agents, successors, sureties, insurers and assigns, including any of their Related Entities, if any, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure, or the failure of anyone for whom Contractor is responsible, to so comply with the requirements of said act, except the Contractor shall not be required to indemnify any person or entity for acts attributable to the sole negligence of such person or entity.

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4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Contract Documents for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on designated Technical Data Authorized:* Contractor may rely upon the accuracy of any designated "Technical Data" contained in such reports and drawings, but such reports and drawings are not Contract Documents, and Contractor's reliance on the designated Technical Data is limited to the extent specifically described in set forth in Article 4.02 B. Except for such reliance on such "Technical Data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for

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Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents. The Owner shall be solely responsible for determining the adequacy and sufficiency of the bonds for the Project.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. The Owner shall be responsible for determining the sufficiency and adequacy of such bonds and insurance.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Contract Documents, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain. The Owner shall be solely responsible for determining the adequacy and sufficiency of the insurance requested under the Contract Documents and any certificates of insurance which are furnished hereunder.

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B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Contract Documents, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Neither Owner nor Engineer represents that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the cap contract documents, including under the indemnities granted in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and

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7. claims for damages arising out of Contractor's performance or providing of professional architectural or engineering services in accordance with Paragraph 6.21.B.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insured's (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Contract Documents, all of whom shall be listed as additional insured's, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured's, and the insurance afforded to these additional insured's shall provide primary coverage for all claims covered thereby;

2. include the specific coverages herein required or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 60 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Contract Documents to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Contract Documents to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

C. Satisfactory certificates of insurance shall be submitted and attached to the executed Agreement for Construction between the Owner and Contractor. In connection with the provisions set forth in the Modified General Conditions, the Notice to Proceed will not be issued until satisfactory certificates of insurance are filed.

D. Specified Limits of Insurance Required to be Carried by Contractor

1. Worker's Compensation and Employer's Liability

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This insurance shall protect the Contractor and Owner and the Engineer against all claims under applicable state workmen's compensation laws. The Contractor and Owner shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be not less than:
Worker's Compensation ..... Statutory
Employer's Liability ..... $500,000 each occurrence

2. Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and Owner and engineer against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be not less than:
$1,000,000 Combined Single Limit Each Accident

3. Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and Owner against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act or omission of Contractor or his agents, employees, or Subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage and shall include a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the Modified General Conditions, and "Completed Operations and Products Liability" coverage (to remain in force during the correction or warranty period required under this Agreement.

To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property.

Bodily Injury	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
	$2,000,000 aggregate

4. Umbrella Liability Policy

This insurance shall protect the Contractor against all claims in excess of the limits provided under the workmen's compensation and employer's liability, comprehensive automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall not be less than $5,000,000.

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E. Contractor covenants and agrees that the insurance coverage and limits required by the Contract Documents shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Contractor may otherwise have, including, without limitation, liability under the indemnification provisions contained herein.

1. by requiring such insurance and insurance limits, neither Owner nor Engineer represents that such coverage and limits will necessarily be adequate to protect Contractor.

2. Contractor shall be responsible for any deductible or self-insured retention.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Contractor shall purchase and maintain Builder's Risk insurance for the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Contract Documents or required by law). Contractor shall be responsible for all associated costs for such insurance. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Contract Documents, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Contract Documents.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

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7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued. The Owner shall be solely responsible for determining the adequacy and sufficiency of such Builders Risk insurance.

B. Unless otherwise provided in the Contract Documents, Contractor shall purchase and maintain such boiler and machinery insurance or any other additional property insurance required by the Contract Documents or Laws and Regulations, which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Contract Documents, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest in the project and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 60 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Contract Documents. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. (Intentionally deleted)

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise

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payable under any policy so issued. This Waiver of Subrogation shall survive the completion or termination of this Agreement.

B. Owner, and Contractor waive all rights against each other, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner, or any other loss of profits or other consequential damages; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them. This provision shall survive the completion and/or termination of the Agreement.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the Monies so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the

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objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party fails to purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

Contractor shall provide competent, qualified, on-site, supervision at all times during construction activities including supervision of the activities of the sub-contractor(s), vendors and suppliers through a Resident Superintendent. The Resident Superintendent shall be on-site at any time that work is ongoing at the project. Sub-contractors shall not work independently on the project without on-site supervision provided Resident Superintendent. A resume for the Resident Superintendent shall be submitted to the Engineer for approval prior to commencing work. Such resumes shall include projects that they were in responsible charge of, that are of similar work in scope and value with owner's references. Contractor shall not change the Resident Superintendent without written approval from the Engineer. However, the approval of any supervisor by the Engineer shall not relieve the Contractor of its obligation to properly supervise and perform the Work.

B. If at any point during the progress of the Work the Owner determines, in its sole discretion, that the Resident Superintendent is inadequately performing its services, the Owner may direct in writing the Contractor to replace the Resident Superintendent within thirty (30) days of such

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notification. The resumes of any proposed new Resident Superintendent shall be submitted to the Engineer for approval prior to their commencement of work on the project.

1. The Resident Superintendent shall provide Owner and Engineer with a written daily field report containing, as a minimum, the following information:

   a. the number of personnel on site, identified by craft or trade, employer and work activity, and the number of hours worked during the workday;

   b. the types and numbers of equipment on site and the time each piece of equipment was used or stood idle during the workday;

   c. any materials or equipment received on site during the workday; and

   d. the identification and quantity of any unit price work, if any, installed during the day.

   Said daily field reports shall be submitted to Owner and Engineer not less than weekly.

C. For purposes of giving or receiving notices, directives, Change Orders, or any other information from Owner or Engineer to Contractor, Contractor shall designate a specific individual as Project Manager to receive such notices, directives, Change Orders, or other information. If the person so designated by Contractor is not available, Contractor shall (in writing addressed to Owner and Engineer) identify the individual who is acting as his authorized representative.

D. Contractor acknowledges that its obligation to complete the Work in accordance with the Contract Documents shall not be affected or amended as a result of any act by Engineer or any other Owner's consultant, or as a consequence of any field inspections or observations or approval of any Application for Payment, or in regard to any other duty performed by Engineer or other Owner's consultant for the benefit of Owner, unless Owner and Engineer shall expressly approve Contractor's action in advance in writing specifically identifying the action approved. Furthermore, Contractor shall not be relieved of any responsibility to complete the Work in conformity with the contract Documents as a consequence of any knowledge of non-conformity obtained by an Owner's representative, including Engineer, whether or not such representative acts or fails to act on such knowledge. Contractor acknowledges and agrees that any representative retained by Owner to act for Owner's benefit, including Engineer, shall have no duty or responsibility to Contractor, except where specifically stated herein, and no act or failure to act by such Owner's representative shall relieve Contractor of its obligations to perform all requirements under this Contract, except as specifically approved in writing otherwise.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the

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performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

C. No Work shall be done between 6 p.m. and 7 a.m. without permission of Owner. However, emergency work may be accomplished without prior permission. No Night Work may be undertaken without permission of Owner.

D. Each occasion Contractor works in excess of 45 hours per week, or outside of the hours of 7:00 am and 6:00 pm, or on weekends or holidays, the Contractor shall reimburse Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses associated with additional Observation and Contract Administration) incurred by Owner as a result of such schedule. Contractor covenants and agrees that Owner may retain, deduct, and/or offset monies due to Owner pursuant to this Paragraph from monies due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such monies shall not be subject to any notice or claim provisions of the Contract Documents.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

1. To the extent possible, all warranties shall run to and be enforceable by Owner. Contractor agrees to assign to Owner at the time of final completion of the Work, or as otherwise required by the Contract Documents, any and all Subcontractor and Supplier warranties relating to materials and labor used in the Work and Contractor further agrees to perform the Work in such a manner to preserve any and all Subcontractors' and Suppliers' warranties. Contractor shall provide Owner assistance, throughout the duration of such warranties, in enforcing the obligations of Subcontractors and Suppliers. If necessary as a matter of law, Contractor may retain the right to enforce directly any such Subcontractors' and Suppliers' warranties during the one-year period following the date of Substantial Completion established by Paragraph 14.04. Contractor includes in this warranty materials and equipment specified by Engineer by brand name. The warranty provided in this Paragraph 6.03 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law and shall be in addition to all other rights and remedies available to Owner. All warranty obligations are cumulative to and in addition to all remedies available to Owner pursuant to the Contract Documents and applicable law.

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C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. Materials and equipment stored off site shall be stored in a bonded, secure warehouse. Any such materials and equipment stored off site shall be available for review by Engineer's representative. Material and equipment shall be stored and maintained while in storage in a manner consistent with the manufacturer's recommendations. Such maintenance during storage, or prior to startup shall be documented and presented to the Engineer. Risk of loss of stored materials and equipment shall be on Contractor, whether titled in the name of the Contractor or whether title previously passed to the Owner as a result of payment for the stored materials and equipment.

E. The Contractor shall have responsibility for the care of all equipment and materials, including those furnished by the Owner, if any, and shall bear the risk of injury, loss, or damage to any part thereof by action of the elements or from any other cause, until final completion. Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the equipment or materials occasioned by any cause before completion and acceptance of the Work and shall bear the expense therefore. Contractor shall, at no additional cost to Owner, provide temporary measures and suitable structures as they might be necessary to protect the Work or any portion thereof from damage.

F. Suspension of the Work or the granting of an extension of time for any cause whatever shall not relieve Contractor of his responsibilities for the Work as specified herein including the continuing care and maintenance of stored materials and equipment as well as work accomplished to date.

G. If the equipment furnished by the Contractor differs in dimension, orientation, horsepower requirements, pipe connection sizes, or is otherwise non-conforming to the Contract Documents, the Contractor shall be responsible for the furnishing of all properly-sized connecting piping, motor starters, motor controls, and electrical wiring and connections, and all other work required to properly install the equipment in complete operating condition. Further, such non-–conforming equipment or materials shall be submitted as a "Substitute" in accordance with Section 6.05 of the Modified General Conditions, including and subject to Paragraph 6.05. E. *Engineer's Cost Reimbursement*. No additional compensation by the Owner to the Contractor will be made with respect to such "Substitutes".

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

3. Contractor shall submit to the Engineer an adjusted Progress Schedule whenever the progress of the Work is behind the current, approved Progress Schedule as defined in paragraph 2.07 A.1 of the Modified General Conditions, or upon the Engineer's request and whenever the Engineer determines in its discretion that the Work cannot be substantially complete in the time remaining. The adjusted Progress Schedule must be submitted within ten (10) days of Engineer's written request and prior to the Contractor's next application for payment.

4. Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of Owner's premises or any tenants or invitees thereof. Contractor shall, upon Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Paragraph 6.04.A.3 may be grounds for an extension of the Contract Times, if permitted under Article 12, and an equitable adjustment in the Contract Price, if permitted under Article 12 and (i) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents and (ii) such rescheduling or postponement is required for the convenience of the Owner.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the Contract Documents contain a description followed by words reading "or an approved equivalent" or "or approved equal" item or "substitution is permitted," other items of material or equipment or material or equipment of other suppliers may not be submitted to Engineer for review. If the description contains or is followed by words reading "or an approved equivalent" or "or approved equal" item or "substitution is permitted," other items of material or equipment or material or equipment of other suppliers may be substituted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

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1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics; and

2) it will reliably perform at least equally well the function and achieve the results intended by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service; and

4) it is equal or better in form, features, operation and maintenance cost and general configuration; and

5) it conforms to the requirements of the Contract Documents in all respects, except for make and manufacturer or supplier and minor details of specified equipment; and

b. Contractor certifies in writing that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances. Applications for approval of substitute items of material or equipment will not be accepted by the Engineer if made as part of a Shop drawing submittal. The application for use of substitute material or equipment must be made prior to the submission of a shop drawing by a written communication clearly labeled "Request for Substitution". Substitute items proposed by Shop Drawings for materials or equipment will be rejected by the Engineer unless previously approved in a separate application.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

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b) be similar in substance to that specified, and

c) be suited to the same use as that specified; and

d) Contractor accepts the installation instructions, warranty and correction obligations contained in the product manufacturer's literature in connection with the proposed substitution as if such, information pertaining to the new product was originally specified in the Contract Documents; and

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty; and

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) And shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

e. If a proposed substitution affects a correlated function, adjacent construction, or the work of other contractors, then the necessary changes and modifications to the affected work are considered an essential part of the proposed substitution, to be accomplished by Contractor as a part of the Work, if and when approved.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized

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until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

1. Proposed substitutions may be rejected without explanation and will not be considered unless one or more of the following conditions exists:

   a. Required for compliance with interpretation of code requirements or insurance regulations then existing.

   b. Unavailability of specified products, through no fault of Contractor.

   c. Subsequent information discloses inability of specified products to perform properly or to fit in designated space.

   d. Manufacturer/fabricator refuses to certify or guarantee performance or specified product as required.

   e. When in the judgment of Owner or Engineer, that a substitution would be substantially to Owner's best interests, in terms of cost, time, or other considerations.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses) incurred by Owner as a result of evaluating a substitute proposed or submitted by the Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B, and reflecting changes in the Contract Documents, whether or not Engineer approves a substitute so proposed or submitted by Contractor. Contractor covenants and agrees that Owner may retain, deduct, and/or offset monies due to Owner pursuant to this Paragraph 6.17.D.4 from monies due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such monies shall not be subject to any notice or claim provisions of the Contract Documents. Such payment is an obligation separate and apart from the Contractor's obligation to pay liquidated damages for delay, if any.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

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B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

B. As part of the Bid or the Proposal, the Owner may require the identity of the Contractor's proposed Subcontractors and Suppliers of Equipment or Materials in order to better evaluate the Proposal or Bid. In the instance where identification of Suppliers is required, supply only one name per equipment or material item.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual, entity, or organization, to the extent practicable, information about amounts paid to Contractor for Work performed. Nothing in the Contract Documents:

    1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

    2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any Monies due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. Owner and Engineer assume no responsibility for the overlapping or omission of parts of the Work by various Subcontractors or Suppliers in their subcontracts with the Contractor, as this is solely the Contractor's responsibility.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically

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binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured's or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same. This Waiver of Subrogation provision shall survive the completion and/or termination of this Agreement.

H. As soon as possible, but in no case more than 30 days after receipt of the Notice of Award, and prior to the first application for payment, the Contractor shall provide the Engineer with a list of sub-contractors along with the division of their work.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

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B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. A certified sales tax statement shall be provided with each and every pay application, even if there were no sales tax during that period.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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4. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. If Contractor uses any portion of the new Work prior to the date of Substantial Completion of the entire Work, such items shall be restored to their new condition.

B. *Removal of Debris during Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction including, but not necessarily limited to, (i) deviations from the Drawings and Specifications made during construction; (ii) details in the Work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on the Drawings; (iv) the actual installed position of all mechanical, electrical equipment, piping, ductwork, access panels, valves, drains, stub outs, etc.; and (v) such other information as Owner or Engineer may reasonably request. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to Engineer and Owner for reference. Contractor's Record Documents shall be available for review by Engineer as part of the pay application process. A pay application will not be considered until the Record Documents are shown complete through that application period. Upon completion of the Work, these Record Documents, Samples, and Shop Drawings will be delivered to Engineer for Owner. Final payment and any retainage shall not be due and owing to Contractor until the Record Documents, marked by Contractor, as required above are delivered as required above.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Nothing contained in the Contract Documents shall be construed to require or authorize Engineer or Owner to supervise or be in any way responsible for Contractor's compliance with any applicable safety regulations, codes, or procedures. Engineer and Owner shall have no duty to inform the Contractor of any safety violations, and should Engineer or Owner voluntarily point out safety violations, such actions shall not be construed to mean that Engineer or Owner has assumed any responsibility for Contractor's compliance with any applicable safety regulations, codes, or procedures. Contractor is solely responsible for Project safety.

H. Contractor shall promptly report in writing to Owner and Engineer all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses.

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6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07) and the submittal procedures described elsewhere in these Contract Documents. In the event of any conflict between the submittal procedures noted above and this Paragraph 6.17, the more stringent requirements shall control. Each submittal will be identified as Engineer may require. Contractor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Contract Documents or applicable Laws or Regulations, be a licensed architect or engineer, as appropriate.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

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b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for

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by the Contract Documents) or to safety precautions or programs incident thereto. Engineer's review is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance responsibility of Contractor as required by the Contract Documents. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Except as otherwise expressly provided herein, Engineer's approval of any submittal shall not in any way be deemed to release Contractor from full responsibility for complete and accurate performance of the Work in accordance with the Contract Documents; neither shall such approval release Contractor from any liability imposed upon Contractor by any provision of the Contract Documents. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

4. Contractor acknowledges that the processing of Shop Drawings and other submittals often requires extensive and time-consuming reviews by many individuals and that the time required for such reviews are directly related to the clarity, completeness, and accuracy of such submittals. Contractor covenants and agrees that Contractor's responsibilities include, but are not limited to, reviewing and coordinating each submittal with all other related or affected work and approving each submittal before submitting same to Engineer for approval. As a part of its Basic services to Owner, Engineer will review up to two submissions of all Contractor submittals required by the Contract Documents. However, if Engineer is required to:

   a. review a third or subsequent submission of any submittal, or

   b. review more than the number of copies of each submittal specified in the Contract Documents, or

   c. review submittals in addition to those required by the Contract Documents, or

   d. review submittals for proposed substitutions for previously approved items, then

   Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses) incurred by Owner as a result thereof. Contractor covenants and agrees that Owner may retain, deduct, and/or offset Monies due to Owner pursuant to this Paragraph 6.17.D.4 from monies due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such monies shall not be subject to any notice or claim provisions of the Contract Documents. Contractor acknowledges that this obligation is separate and apart from the obligation to pay liquidated damages for delay, if any.

E. *Resubmittal Procedures:*

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1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

F. *Professional Certification:*

1. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the materials, systems, or equipment that are expected to operate at the Project site. The certification shall be based on performance under the operating conditions generally prevailing or expected at the Project site. Engineer shall be entitled to rely upon the accuracy and completeness of such certification.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing. Contractor's refusal or failure to continue with the Work in a timely manner as a result of any dispute that arises will constitute a material breach of the Agreement. Owner shall be entitled to specific performance of provisions requiring delivery of warranties and other required documentation.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee. Unless otherwise stipulated elsewhere within the Contract Documents, the Contractor's warranty period will begin at Owner's acceptance and remain in effect for a period of 12 months. If an equipment or material failure occurs during the Contractor's warranty period, the Contractor's warranty period shall be extended by a period of time, equal to the down time of the equipment, or time until the material failure was corrected to the Owner's satisfaction.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work which is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor and Subcontractor(s) (the "Indemnitors") shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, insurers, agents, consultants and subcontractors of each and any of them (the "Indemnitees") from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of, resulting from, or relating to the Contractor's or its employees', agents' or Subcontractors' (or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) actions, activities or omissions, negligent or otherwise, or breach or failure to perform this Agreement on or near Owner's property or easement, or arising in any way out of, resulting from, or relating to any of the Work to be performed under this Contract, including, without limitation, claim for bodily injuries, sickness, disease, or death, or to injury to or destruction of tangible property, or other economic damages such as fines, penalties, or other losses, including the loss of use resulting therefrom, except such obligation shall not require indemnity in favor of any party whose negligence solely call such loss. To the extent that any portion of this provision is deemed contrary to law or to otherwise be unenforceable, the parties agree that such offending portion or portions shall be severed from this provision and the remaining provisions shall be enforceable to the maximum extent permitted at law. In the event of any conflict in the construction of this provision, the parties agree that the interpretation requiring the fullest obligation and indemnity shall prevail.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, and Contractor expressly waives any right to any such limitation. Contractor shall include in any and all subcontracts a provision requiring each Subcontractor to likewise waive any limitation on

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amount or type of damages, compensation, or benefits payable for or to the Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. Contractor's indemnity obligations under this Paragraph 6.20 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or mediation or other dispute resolution costs), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by Contractor, a Subcontractor, or any person or entity for whom either is responsible, specifically including, but not limited to, any violations of the federal Occupational Safety and Health Act (as applied in the state in which the Project is located or any of the Work is performed) or the safety requirements under Article 6 of these Modified General Conditions; (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work; and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by Contractor, Subcontractor, or any person or entity for whom either is responsible.

D. Contractor shall indemnify and hold harmless all of the Indemnities from and against any and all costs and expenses (including, but not limited to, reasonable fees and charges of attorneys) incurred by any of the Indemnities in enforcing any of Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

E. No contention by Contractor that a certain claim is beyond its indemnity obligations herein required shall relieve Contractor of the obligation to provide indemnity until final judgment by a court of competent jurisdiction holding that there exists no duty on the part of Contractor to undertake any indemnity obligation under the circumstances of any particular claim.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures or safety precautions and programs in connection with the Work.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria of which the Owner and Engineer have knowledge that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional, whom shall comply with reasonable requirements of the Owner regarding qualifications and insurance. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

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C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria of which the Owner and Engineer have knowledge that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. (Intentionally deleted)

6.22 *Owner-Purchased Material and Equipment*

A. Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of Owner-purchased materials and equipment that are identified as part of the Contract Documents, if any. Contractor shall be responsible for any such pre-purchased items as if Contractor were the original purchaser. The Contract Price shall include, without limitation, all costs and expenses in connection with delivery, handling, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the contract documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefore, or have other work performed by utility owners that does not unreasonably interfere with Contractor's Work.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Contract Documents:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. (Intentionally deleted)

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

7.04 *Claims between Contractors*

A. Should Contractor cause damage to the Work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold harmless Owner and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all liabilities, claims, causes of action, suits of any nature, fines, penalties, expenses, costs, losses, and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, or, indirectly, out of any controversy arising between Contractor any other contractor oversight, including, without limitation, any action, legal or equitable, brought by any other contractor against Owner to the extent said claim is based on or arises out of Contractor's performance of the Work. Should the presence of another contractor at the Site give rise to any other Claim, Contractor agrees its sole remedy with respect to such claim shall be against the of the contractor and Contractor agrees it shall not institute any action, legal or equitable, against owner or its officers, directors, partners, employees, agents, consultants, and subcontracts, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter, which seeks to impose liability on or to recover

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damages from Owner or its officers, directors, partners, employees, agents, consultants, and subcontractors on account of any such damage or Claim.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these Modified General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *(Intentionally deleted)*

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

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and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *(Intentionally deleted)*

8.12 *(Intentionally deleted)*

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer. Except for those responsibilities of the Engineer to decide matters in dispute between the Owner and contractor, the Engineer's services are being performed solely for Owner's benefit, and no other party or entity shall have any claim against Engineer because of the performance or non-performance of such services.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work. No act or omission of the Engineer and performing observation of the Work shall r relieve the Contractor of its primary obligation to perform Work in strict accordance with the Contract Documents. No deviation from the Contract Documents shall be deemed to be conforming Work and unless documented in a written Change Order signed by all Parties, except as provided for minor deviations which may be addressed by Field Orders as set forth below.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs

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incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Construction Field Representative (CFR)*

A. Engineer may furnish a CFR to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such CFR and assistants will be as provided in the Contract Documents, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Contract Documents.

B. Limitations of Authority: Contractor shall have no right to rely on the CFR in performing any of the following unless Contractor first receives a written instructions of the Engineer and otherwise the CFR shall not:

1. shall not undertake any of the responsibilities of the Contractor, the Subcontractors, or the Contractor's superintendent;

2. shall not authorize any deviation from the Contract Documents;

3. shall not stop Work;

4. shall not expedite the work for the Contractor;

5. shall not advise on or issue directions relative to any aspect of the means, methods, techniques, safety, sequences, or procedures of construction;

6. shall not authorize the Owner to occupy the Project in whole or in part;

7. shall not participate in the performance of specialized field or laboratory tests.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning

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whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 21 days of the event giving rise to the question in accordance with the provisions of Paragraph 10.5 with a request for formal decision.

1. In connection with Contractor's responsibilities with respect to requests for information (RFIs), see Paragraph 3.03.A.2.a and 3.03.A.2.b.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision with respect to any such Claim will be a condition precedent to any exercise of rights or remedies a party may have under law.

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D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision unless either party proves, by the preponderance of the evidence, that Engineer's decision was made arbitrarily and capriciously, with no evidence whatsoever to support Engineer's decision.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them. As a condition of the Contractor accepting the right to perform the Work required under this Agreement, the Contractor on behalf of itself, its subcontractors, employees, sureties, and assigns does prospectively release any such claim as to Engineer and Contractor agrees its sole remedy shall be under the Contract to request additional time and compensation from the Owner in strict accordance with the provisions of this Agreement.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work. Neither the professional activities of Engineer, nor the presence of Engineer or its employees or consultants at the Project site, shall relieve Contractor of its obligations, duties, and responsibilities under the Contract Documents.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Construction Field Representative, if any, and assistants, if any.

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9.10 *(Intentionally deleted)*

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A change in the Contract Price or the Contract Times shall be accomplished only by a written Amendment, a written Change Order, or a written Work Change Directive. Contractor waives the right to additional compensation or time unless it first obtains such documents, properly executed by the appropriate parties, prior to performing any additional Work. No course of conduct or dealings between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents unless such written documentation is obtained, as such written documentation is a condition precedent to the Contractor's recovery of additional money or time.

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A, or otherwise nonconforming work or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

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3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

B. Agreement on any Change Order shall constitute a full and final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect (including without limitation delay, disruption, impact, loss of efficiency, and extended overhead) costs associated with such change, or the cumulative effect of changes through the date of the subject Change Order, and any and all adjustments to the Contract Price and the Contract Times. Implied in every Change Order, unless expressly reserved by Owner or Contractor, is a waiver of all known and unknown claims arising out of or otherwise associated with the Change Order, including a waiver of an applicable federal or state anti-claim waiver statute or common law principal of similar effect. In the event a Change Order increases the Contract Price, Contractor shall include the Work covered by such change Order in Applications for Payments as if such Work were originally part of the contract Documents.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Owner shall be charged with responsibility for enforcing this provision.

B. Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of, (i) notice of changes in the Work; (ii) request for reduction or release of retention; (iii) request for final payment; and/or (iv) any other item required by the surety. Owner shall be notified by Contractor and shall be carbon copied, in writing, with all communications between the Contractor and the surety. Owner may, in Owner's sole discretion, inform the surety of the quality and progress of the Work and obtain consents as necessary to protect Owner rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 21 days) after the start of the event giving rise thereto; provided, however, that the claimant shall use its best efforts to furnish Engineer and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions,

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once such Claim is recognized, and shall cooperate with Engineer and the party against whom the Claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

    1. Deny the Claim in whole or in part;

    2. Approve the Claim; or

    3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05. C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

    1. The notice required by Paragraph 10.05.B is a condition precedent to the assertion of any claim by Contractor. The right of Owner to receive written notice of claims under Paragraph 10.05.B may not be waived or modified by Owner or Engineer except in writing signed by Owner, and Contractor waives the right to rely on any purported waiver of this written notice by verbal instructions or other conduct of Owner or Engineer.

    2. Contractor's written notice of a Claim shall be made by written request seeking a Change Order and specifying the grounds therefore and the relief sought. Contractor shall attach to each Application for Payment a schedule of outstanding and unresolved Contractor Claims. By attaching and submitting such schedule with its Application for Payment, Contractor shall be deemed to have certified that the only outstanding and unresolved Claims of which it has

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notice at the time of the Application for Payment are those identified in the schedule attached to its Application for Payment. A schedule of outstanding and unresolved requests for change orders and claims shall be required of each Subcontractor submitting an application for payment to Contractor that is to be included in Contractor's Application for Payment to Owner. Owner and Engineer shall each rely upon Contractor's schedule of outstanding and unresolved Claims as inclusive of any and all Claims Contractor is then on notice of, and Contractor's acceptance of payment in response to an Application for Payment shall constitute a waiver and release of any and all Claims not identified in Contractor's schedule of outstanding and unresolved Claims not identified in Contractor's schedule accompanying such Application for Payment. Contractor shall require that each Subcontractor waive and release any and all requests for change orders and claims the Subcontractor is on notice of at the time it submits its application for payment to Contractor and which is not identified in its application for payment by acceptance of payment from Contractor.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

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3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work, but only to the extent authorized and approved by Owner in writing before such charges and expenses are incurred.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

   g. The cost of utilities, fuel, and sanitary facilities at the Site.

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h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor are required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

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1. Contractor agrees that:

   a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

   b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

   1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Unless otherwise stipulated in the Contract Documents, for Unit Price Work, Contractor shall be paid an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the actual quantity of each item as determined by the Engineer pursuant to paragraph 9.07. Variations between the actual quantity and the estimated quantity for items of Unit Price Work, including increases and decreases in quantities, as a result of any Change Orders, shall not serve as a basis for an adjustment in the unit price of the item.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the

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Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

1. If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand of Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Price and may, in Owner's sole discretion, elect either to (1) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, including payment of retainage, or (2) issue a written notice to Contractor reducing the Contract Price by an amount equal to that which Owner is entitled.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

    1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

    2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

    3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to new unit prices or a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

    1. a mutually acceptable fixed fee; or

    2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

    a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

    b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

    c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

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d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. where Work is deleted from the Contract prior to commencement of that Work without substitution of other similar Work, one hundred percent (100%) of the Contract cost attributable to the Work, plus a Contractor's markup of ten percent (10%) on the amount of deleted cost, shall be deducted from the Contract Price. However, in the event that material submittals have been approved and orders placed for said materials, a lesser amount equal to the greater of (i) one hundred percent (100%) of the Contract cost attributable to the deleted Work, minus reasonable order cancellation, material restocking, and similar fees, plus a Contractor's fee of five percent (5%) on the amount of deleted cost, or (ii) eighty percent (80%) of the Contract Price shall be deducted from the Contract Price. The credit to the Owner as a result of deletions in the work which results in a for reduced premiums on labor and material bonds, payment and performance bonds shall in all cases be one hundred percent (100%) of the reduction in premium. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

f. To the extent the Owner performs work as a result of any omission or breach of the Contractor, the Owner shall be entitled to an overhead mark-up consistent with the provisions set forth in this section.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times may be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Times under the Contract Documents. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God. Contractor acknowledges and agrees that adjustments in the Contract Times will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to Owner of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. In no event will claims for delay be allowed where alleged

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delays do not impact the critical path of the Contractor as demonstrated on the relevant schedule provided by the Contractor for the period of time in which the delay allegedly occurred.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

1. If a claim is made as provided in Paragraph 12.03.A and this Paragraph 12.03.C for delay due to abnormal weather conditions, the time extension to be awarded to Contractor, if any, shall be calculated using the following standard baseline ("standard Baseline") of monthly anticipated adverse weather delay days for the project location, and extensions shall only be granted for days lost in any given month in excess of the number of days shown in the Standard Baseline for the same given month. The Standard baseline shall be regarded as the established normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline shall be included in the Contractor' scheduling of weather-dependent activities and shall not be eligible for extension of Contract Time.

Monthly Contract Allowance (MCA) in days												
Month	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**
Days	**8**	**6**	**6**	**7**	**5**	**8**	**7**	**5**	**6**	**3**	**5**	**7**

2. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:

    a. Precipitation (rain, snow, and/or ice) in excess of two-tenths inch (0.20") liquid measure.

    b. Standing Snow in excess of one inch (1.00")

3. Adverse Weather may include, as deemed by Engineer, "dry-out" or "mud" days:

    a. For rain days above the standard baseline,

    b. Only if there is a hindrance to site access or site work such as earthwork; and,

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c. At a rate no greater than one (1) make-up day for each day or consecutive days of rain beyond the standard baseline that total one inch (1.00") or more, liquid measure, unless specifically recommended otherwise by Engineer.

4. Actual adverse weather delay days must prevent work on critical exterior activities for fifty percent (50%) or more of Contractor's scheduled workday. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated by the Standard Baseline in Paragraph 12.03.C.1, and providing that all other contractually-required conditions are met, qualifying delays will be converted to calendar days and additional calendar days will be added to the Contract times for each qualifying delay in excess of the Standard Baseline.

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall be responsible for accurately measuring and recording the daily the occurrence of adverse weather on-site.

6. Within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written Adverse Weather Report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless Engineer allows an additional period of time for submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. Time extensions due to weather delay shall not entitle Contractor to any claim, compensation, or recovery for extended overhead.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

F. Contractor shall be liable to Owner and shall pay Owner for a percentage of all costs incurred by Owner and Engineer in investigating, analyzing, negotiating, arbitrating, and litigating any claim against Owner or Engineer for costs or damages due to any alleged delaying or Contractor in the performance of the Work, which percentage shall be equal to the percentage of Contractor's total delay claim which is determined to be false or to have no basis in law or in fact.

G. To the fullest extent permitted by law, and notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under Paragraph 12.02, shall be the sole remedy of Contractor for any (1) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance or obstruction in the performance of the

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Work, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this Paragraph 12.03.G as "Delays" whether or not such Delays are foreseeable, unless a Delay is caused by acts of Owner constituting active interference with Contractor's performance of the Work, and only to the extent such acts continue after Contractor furnishes Owner with notice of such interference. In no event shall Contractor be entitled to any compensation with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. Owner's exercise of any of its rights under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with Contractor's performance of the Work.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such

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inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

G. Contractor shall be responsible for inspection of portions of the work already performed to determine that such portions are in proper condition to receive subsequent Work. Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work conforms strictly to the Contract requirements. Contractor shall keep full and detailed inspection records and Owner and Owner's authorized representatives shall be afforded access to, and shall be permitted to audit and copy, Contractor's inspection records relating to the Project., and Contractor shall preserve these records for a period of five years after final payment or for such longer period of time as may be required by law.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the

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parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, or if the Work interferes with the operation of the existing facility, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others). Retesting which is necessary as a result of failed testing or defective work shall be at the Contractor's expense.

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

C. At any time during the progress of the Work and up to the date of final acceptance, the Engineer shall have the right to reject any Work that does not conform to the requirements of the Contract Documents, even though such Work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective Work or materials.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

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3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance

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with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work and the Owner's expenses and compensation for the Engineer's additional services made necessary by Contractor's default, neglect, or failure. Contractor covenants and agrees that Owner may retain, deduct, or offset Monies due to Owner pursuant to this Paragraph 13.09.C from Monies due to Contractor under the Contract Documents. Contractor further covenants and agrees that Owner retains the right to make such reduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such Monies shall not be subject to any notice or Claim provisions of the Contract Documents.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

B. Detail Breakdown of Contract Amount: except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, in accordance with Paragraph 2.07.3, submit a complete itemization of the Contract Amount showing the value assigned to each part of the

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work, including an allowance for profit and overhead. Upon approval of the itemization of the Contract Amount by the Engineer, it shall be used as the basis for all Applications for Payment.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At the date established for each progress payment (but not more often than once a month), Contractor shall submit to the Engineer an Application for Payment for Work done and materials delivered and stored on the Site. Each Application for Payment shall be computed on the basis of Work completed on all items listed in the Detail Breakdown of Contract Amount (or on unit prices), less retainage. The Contractor shall furnish the Engineer and Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the Work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or another location agreed to in writing, the Application for Payment shall be accompanied by evidence that the materials and equipment are covered by appropriate property insurance, all of which must be satisfactory to the Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments shall be governed by N.C. General Statute Section 143-134.1.

4. Payment for Stored Materials and Equipment: The following conditions apply to payment for stored materials and equipment allowed by Article 14.02.A.1.:

   a. Except in the instance of a material or equipment item that involves little or no installation cost, payment for stored materials or equipment shall not exceed fifty percent (50%) of the value of the item on the Schedule of Values (for lump sum contracts) or fifty percent (50%) of the value the pay item (for unit price contracts) that covers the materials or equipment being claimed. For material or equipment items that involve little or no installation cost, the percentage of the value of the item that will be paid for stored materials will be as agreed upon by the Engineer, Owner, and Contractor.

   b. Contractor shall submit paid invoices or releases of Lien from the e materials and equipment suppliers with each Application for Payment containing a request for payment for that particular item of stored materials or equipment.

   c. Payment for stored materials and equipment is generally intended to apply only to major materials and equipment items, as determined by the Engineer.

5. Each Application for Payment shall be accompanied by the following, all in form and substance in accordance with the Contract Documents and satisfactory to Owner:

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a. In accordance with Paragraph 10.05.F.2, a current schedule of outstanding and unresolved Contractor Claims;

b. A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and Suppliers with whom contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for an Subcontractor and Supplier in the requested progress payment, and the amount to be paid to Contractor from such progress payment, together with similar sworn statements from all Subcontractors and Suppliers;

c. Duly executed waivers of mechanic's and material man's liens from all Subcontractors and, when appropriate, from Suppliers and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by Contractor on behalf of such entities or persons in any previous Application for Payment; and

d. All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by Owner or Engineer.

e. Contractor's social security number (if an independent contractor) or federal employer identification number (if a corporation, partnership, or proprietorship), as appropriate.

f. Contractor shall annotate the record copy of the Drawings to show all changes made each period as a condition for Engineer's recommendation of payment.

g. Contractor shall provide a certified sales tax statement with its pay application.

6. Contractor shall also comply with the following specific requirements:

a. Title to all materials and equipment purchased by the Contractor for the Work shall pass to the Owner at the time Owner makes payment for such materials and equipment. The Contractor shall comply with any procedures established by the Owner to secure, evidence, or establish the Owner's title to such materials and equipment.

b. With each application for payment, Contractor shall submit to Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. Contractor shall procure insurance satisfactory to Owner for materials stored off the Project site in an amount not less than the total value thereof.

c. The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project site.

d. Representatives of Owner and Owner's lender, if any, shall have the right to make inspections of the storage areas at any time.

e. Such materials shall be: (1) protected from diversion, destruction, theft, and damage to the satisfaction of Owner and Owner's lender, if any; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

B. *Review of Applications:*

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1. Engineer will, within 10 days after receipt of each complete Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. That Engineer is legally liable or responsible for any defects in the Work performed by the Contractor; or

   c. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

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d. to make any examination to ascertain how or for what purposes Contractor has used the Monies paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

e. there are other items warranting a set-off against the amount requested by Contractor, including, but not by way of limitation, errors or overpayments on prior payments to Contractor.

C. *Payment Becomes Due:*

1. Within thirty (30) days after receipt of a Contractor's Request for Payment with Engineer's recommendation, the Owner shall:

a. Pay the Application for Payment as recommended by the Engineer.

b. Pay such other amount as Owner decides is due the Contractor, informing the Contractor and Engineer in writing stating the reasons for paying the amended amount.

c. Withhold payment informing the Contractor and the Engineer of his reasons for withholding payment.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

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b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

e. Failure of the Contractor to make payments due to Subcontractors, material suppliers, or employees.

f. Damage to another Contractor or any allegations of damage caused to another Contractor

g. The Owner reasonably believes that the Contractor cannot complete the Work within the Contract Price.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

E. Other Payment to Contractor Provisions

1. Credit for Uncorrected Work: Should the Owner direct the Contractor to leave uncorrected Work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

2. Payment for Removal of Rejected Work and Materials: The removal of Work and materials rejected in accordance with paragraph 13.06.A of the Modified General Conditions and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the Work of other contractors destroyed or damaged by the removal of the rejected Work or materials and the subsequent replacement of acceptable Work.

a. Removal by Owner: Removal of rejected Work or materials and storage of materials by the Owner, in accordance with paragraph 13.09.A of the Modified General Conditions, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the

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net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall review the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.

1. If after the performance of such Substantial Completion Review, Engineer determines that the Work is not substantially complete, Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineers fees and expenses) incurred by the Owner as a result of each such failed review thereafter.. Contractor covenants and agrees that Owner may retain, deduct, and/or offset monies due to the Owner pursuant to this Paragraph 14.04.B.1 from monies due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such monies shall not be subject to any notice or claim provisions of the Contract Documents.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a proposed certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a proposed list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the proposed certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the proposed certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised list of items to be completed or corrected) reflecting such changes from the proposed certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the proposed certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and

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guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the final certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is fully complete, inclusive of all requirements of the Contract, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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1. If after the performance of such final completion inspection, Engineer determines that punch list items, site or project cleanup activities remain or the Work is otherwise not fully complete in accordance with all of the requirements of the Contract Documents, Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses) incurred by the Owner as a result thereof. Contractor covenants and agrees that Owner may retain, deduct, and/or offset Monies due to the Owner pursuant to this Paragraph 14.06.A.1 from Monies due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such Monies shall not be subject to any notice or claim provisions of the Contract Documents.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

4. Contractor must submit to the Engineer within thirty (30) days of the Final Completion date, all Maintenance and Operating Manuals, schedules, guarantees, equipment test reports, and

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record drawings noting all changes during construction. Failure to submit all items listed will give cause to the Engineer to deny final payment recommendation to the Owner.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

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2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient, including hiring contractors on any contractual basis including payment under a cost plus contract

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

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dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 10 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of Monies due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Owner may, at any time, terminate the contract in whole or in part for Owner's convenience and without cause. Termination by Owner under this Paragraph 15.03 shall be by a notice of termination prepared by the Owner and delivered to Contractor indicating intent to terminate for convenience and the effective date thereof.

1. (Intentionally deleted)

2. (Intentionally deleted)

3. (Intentionally deleted)

4. (Intentionally deleted)

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. Upon receipt of a notice of termination for convenience, Contractor shall immediately, in accordance with instruction from Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph 15.03.B:

1. Cease operations as specified in the notice;

2. Place no further order and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Contract;

3. Terminate all subcontracts and orders to the extent they relate to the Work terminated;

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4. Proceed to complete the performance of Work not terminated; and

5. Take actions that may be necessary, or that Owner may direct, for the protection and preservation of the Work.

D. Upon such termination, Contractor shall recover as its sole remedy payment of the percentage of the Contract Price equal to the percentage of the Work performed satisfactorily and not previously paid for as determined by the Engineer. Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

E. Owner shall be credited for:

1. Payments previously made to Contractor for the terminated portion of the Work;

2. Claims which Owner has against Contractor under the contract; and

3. The value of the materials, supplies, equipment, or other items that are to be disposed of by contractor that are part of the Contract Price.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

If this project is a State Construction Project and/or for a public Owner, Dispute Resolution shall be governed by RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN NORTH CAROLINA PUBLIC CONSTRUCTION PROJECTS adopted February 26, 2002.

If the project is a private project, Dispute Resolution shall be as follows:

A. Either Owner or Contractor, when mutually agreed to by both parties, may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the North Carolina Rules of

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Mediated Settlement Conferences then in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the Engineer and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Files for Arbitration in accordance with the N.C. Arbitration Act, which arbitration shall be governed by the current Construction Arbitration rules of the American Arbitration Association; or

2. Agrees with the other party to submit the Claim to another dispute resolution process;

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these Modified General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these Modified General Conditions.

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: October 27, 2021
SUBJECT: Animal Shelter Driveway

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	11/1/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

TO: Rowan County Board of Commissioners
FROM: Aaron Church
DATE: October 27, 2021
SUBJECT: Animal Shelter Driveway

The primary purpose of this memo is notify the board that an “agreement” in some form with NCDOT will be needed to use a portion of the county’s driveway. The purpose is to ensure NCDOT has a turnaround space in order to accept the new road from Julian to the dead end for maintenance once complete.

MOTION: Authorize the County Manager to negotiate an agreement with the NCDOT. Once negotiated the agreement will be brought back to the Board of Commissioners for approval.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Amy-Lynn Albertson
DATE:	10/22/2021
SUBJECT:	Approval of Proclamation and Recognition of Farm City Week November 15-19th

---

Rowan County is home to more than 925 family farms, bringing an annual net income of 19.5 million dollars to this county. Yet farmers receive only 16 cents out of every dollar spent on food at home and away from home according to USDA statistics. The rest of the food cost covers the expenses of wages and materials of food preparation, marketing, transportation and distribution all of which have increased in price as well.

Farm-city week highlights the partnerships between farmers and their communities. This week is used to celebrate and recognize the communities that make our food, fiber and fuel.

NC Cooperative Extension Rowan County Center and the Rowan County Soil and Water Conservation District have a series of virtual agricultural awareness events to take place during farm-city week. We would like to have the support of our Board of Commissioners by proclaiming November 15-19th, 2021 Rowan County Farm City Week.

ATTACHMENTS:

Description	Upload Date	Type
Farm City Proclamation	10/25/2021	Cover Memo

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey
Judy Klusman
Craig Pierce

Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners
130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • FAX 704-216-8195

PROCLAMATION
FARM CITY WEEK

WHEREAS, agriculture is an $11 billion industry for the state of North Carolina. The state ranks number one in the nation in farm cash receipts for tobacco and sweet potatoes, number two for poultry and eggs, and number three for fresh-market cucumbers and strawberries; *and*

WHEREAS, Farm-City Week highlights partnerships farmers here and across the nation produce an abundance of nutritious, good tasting food for everyone to enjoy. Their partnerships with grocers, truck drivers, processors, scientists, consumers and many others all play important roles in getting food from the fields to household tables; *and*

WHEREAS, Rowan County has over 118,000 acres of farm land with an average farm size of 129 acres. Ninety-seven percent of our farms are family owned. Rowan County is the State's second largest producer of strawberries and fourth largest producer of tomatoes; *and*

WHEREAS, Rowan County farms bring an annual net income of 19.5 million dollars to the county each year with a market value of $82 million in agricultural products; *and*

WHEREAS, NC Cooperative Extension Rowan County Center, and the Rowan County Soil and Water Conservation District are encouraging people to speak with farmers or agribusiness providers so they can learn more about agriculture and where their food, fiber and fuel comes from.

NOW, THEREFORE, the Rowan County Board of Commissioners does hereby proclaim

November 15-19 2021 as FARM-CITY WEEK

in Rowan County, and encourages all citizens to observe the significance of this week.

This the 1st day of November, 2021.

_____
Gregory C. Edds, Chairman

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer
recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Shane Stewart
DATE: October 22, 2021
SUBJECT: Consider SNIA 07-21: Race City Properties

On behalf of Race City Properties, LaFaves Construction is requesting an SNIA permit for a 16,000 sf race shop. See attached staff report.

This request meets all standards for approval.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/22/2021	Exhibit
Application	10/22/2021	Exhibit
Site Plan	10/22/2021	Exhibit

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: October 21, 2021
RE: **SNIA 07-21; Race City Properties LLC**

BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Approve / Deny / Table **SNIA 07-21**

REQUEST

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Race City Properties LLC to construct a 16,000 sq.ft. race shop on Lot 61 of Mooresville Motorsports. Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Applicant:	LaFave's Construction	Property Owner: Race City Properties Inc.
Location:	600 Block Performance Rd.	Tax Parcel: 239-073
Zoning:	IND	Purpose: Shell Building & Race Shop
Watershed:	WS II BW (Coddle Creek)	

STAFF CALCULATIONS

- Total lot area (less r/w): **62,058 sf**
- Current total built upon area: **0 sf**
- Proposed structure size: **16,000 sf**
- Proposed other improvements: **19,907 sf (based on plan acreage)**
- Total coverage after development: **35,907 sf (58% per plan)**
- Allowable coverage by right: **7,446 sf (12%)**
- Coddle Creek Watershed Acreage Total: **11,885 AC (10% = 1,188 AC)**
- Acres approved for SNIA: **165 AC (.014% of 10%)**

- Percentage removed from 10% allocation total: **13.8% of 100%**

STAFF COMMENTS This request meets all standards for approval.

RECEIVED
OCT 20 2021

Rowan County Department of Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # SNIA 07-21
Date Filed 10/20/21
Received By SAG
Amount Paid $100.00

Office Use Only

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: Race City Properties LLC

Signature:

Phone: _____ Email: cbibby@bibbymgmt.com

Address: 569 Osborne Lane
Murfreesboro, TN 37130

APPLICANT / AGENT INFORMATION:

Name: LaFave's Construction Co., Inc.

Signature:

Phone: 704-857-1171 Email: ccrider@lafavesconst.com

Address: PO Drawer 8146
Landis, NC 28088

PROPERTY DETAILS:

Tax Parcel: 239073 Zoning District: Rowan

Location: Lot 61 Mooresville Motorsports Park

Size (sq. ft. or acres): 1.52 Watershed: WS-II

Current Land Use: None

List the current or proposed use of the property and a general description of what will be constructed under this application:

16,000 SF Race Shop

Will there be ***land disturbing activity*** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☐ No ☑

Structures: Existing 0 sq.ft. Proposed 16000 sq.ft.

Other Impervious Coverage: Existing 0 sq.ft Proposed 15600 sq.ft

19,907 per plan (SAS)

Remaining Undeveloped Area: _____ sq.ft. 36.2 % of Property

42% per plan (SAS)

Storage of toxic and/or hazardous material: Yes ☐ No ☑

If Yes, a spill containment plan must submitted with application.

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.

Attached: Yes ☑ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.

Signature

10/6/21
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: 11/1/21 3. Board of Commissioners Action: Approved _____ Denied _____ 4. Date Applicant Notified: ___/___/___

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project.

✓ Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA

✓ Project included within an SNIA Overlay Area.

(b) Lot Dimensions.

✓ Actual dimensions and acreage of the lot to be built upon and the location of any right of ways that may affect development on the lot.

✓ Average lot size (in square feet).

(c) Built Upon Area.

✓ The accurate location and use of all existing and proposed buildings and other structures and location and size, in square feet, of all built-upon areas including parking and loading facilities.

✓ The percent of the project that will be covered with an impervious surface.

✓ The area, in acres, to be left natural

(d) Streams / Rivers.

N/A The accurate location of all perennial streams and natural drainage areas on the property on the site plan.

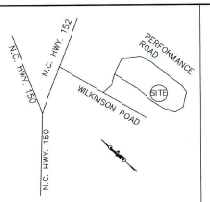
(e) Buffers.

N/A The location of all required buffer areas shown on a site plan.

Lot size less r/w & esmts.	62,058 SF	Other coverage	19,907 SF
Allowable coverage by right	7,446 SF	Total coverage	35,907 SF
Allowable coverage with 70%	43,440 SF	Undisturbed acreage	26,151 SF
Existing coverage	0	Watershed acres	11,885 AC
Pre-1994 coverage	0	Acres approved for SNIA	165 AC
Building size	16,000 SF	Percentage Removed	1%

Checked By: SAS Date: 10/21/22

Comments: _____



RECEIVED
OCT 20 2021

OWNER/DEVELOPER

Name:
Address: LOT 61 MOORESVILLE MOTORSPORTS CENTER
City/State/ZIP: MOORESVILLE 28115
Phone/Email:

PARCEL

PIN #: 2/9073
Book/Page: 1254/706
City/State/ZIP: LOT 61 MOORESVILLE MOTORSPORTS CENTER
Zoning Jurisdiction: ROWAN COUNTY Zoning Group: IND
Setbacks: Front: 50' Side: 10' Back: 30'

WATERSHED

The Property ■ IS ☐ IS NOT located in a Watershed Overlay District
Watershed District: WS-II Jurisdiction: ROWAN COUNTY
The Property ☐ IS ■ IS NOT located in a FEMA 100-year Floodplain
Acreage: N/A

BUILDING INFORMATION

Building Height: TBD Use: F-1 (SIC Code: 3441)

PARKING

Req. Parking Spaces: 10 Proposed: 10 SPACES
Calculation Method: 10 EMPLOYEES * (1 SPACES / EMPLOYEE) = 10 SPACES

IMPERVIOUS AREA

Existing Impervious: 0AC Proposed: 35907 SF Total Area: 62058 SF (1.52 AC) (R/W AREA SUBTRACTED)
Percent Impervious: 57.86% Classification: N/A

66,211

Building Impervious: 16000 SF
parking and driveway impervious: 19,907 SF
total proposed impervious: 35,907 SF

DISTURBED AREA

Disturbed Area: 1.25 AC Total Area: 1.52 AC
An Erosion Control Plan IS ■ IS NOT ☐ required to be submitted for review.

EMPLOYEE/ HOURS

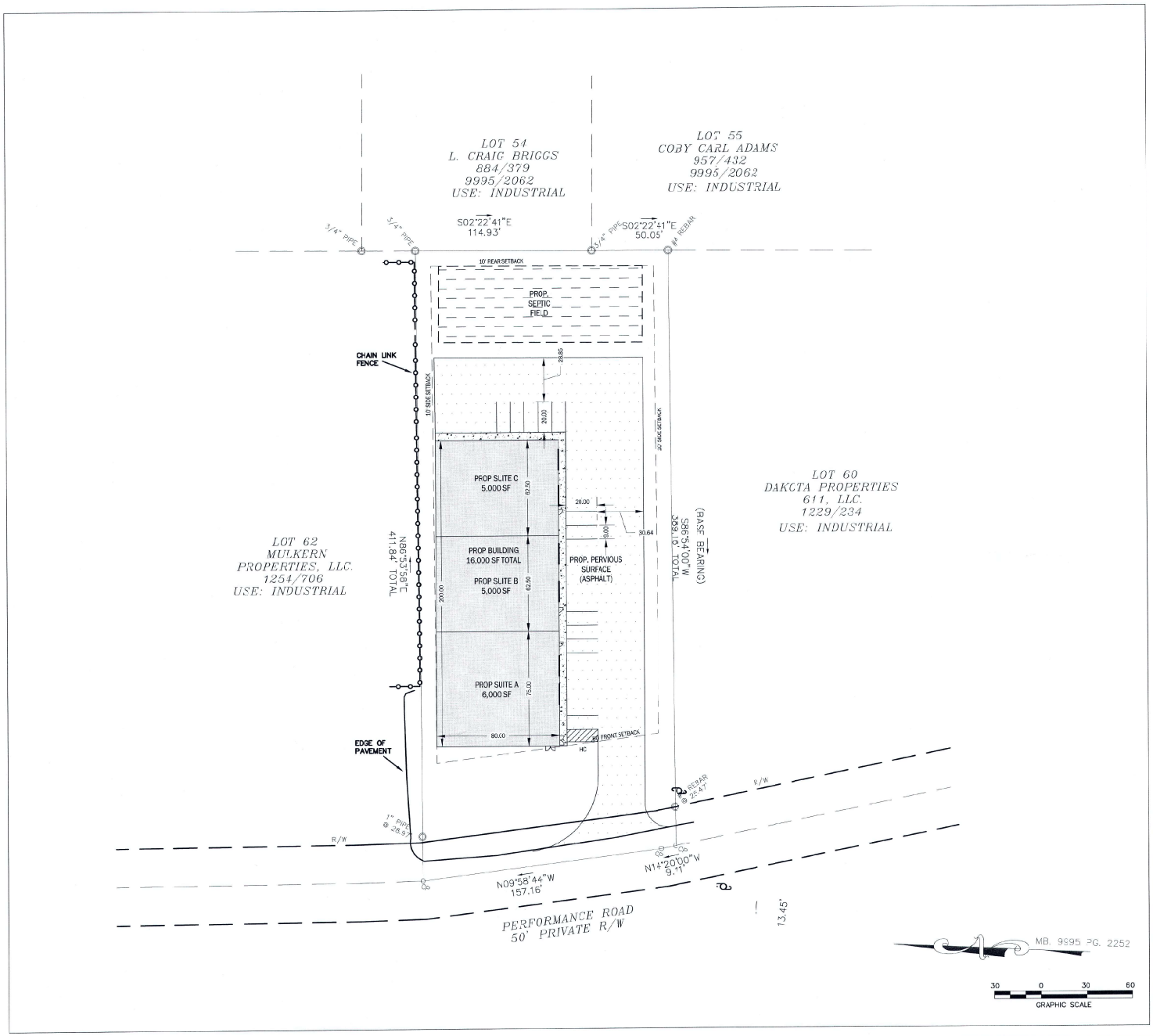
10 EMPLOYEES WORKING 8 AM-5 PM MONDAY- FRIDAY

DRIVEWAY PERMIT

N/A-DRIVEWAY CONNECTS TO A PRIVATE ROAD

FIRM PANEL NUMBER

ZONE - X ;3710489800K - EFF. 6/16/2009- PANEL 4686



DARDEN ENGINEERING SERVICES, PLLC
PHONE NO. 704-663-7738
EMAIL: info@dardeneng.com
#P-1443

DESIGN NO.
PROJECT NO. 20-216
DRAWN BY JDD
CHECKED BY JCD
8/18/21

NORTH CAROLINA PROFESSIONAL SEAL 038183 ENGINEER JOHN C. DARDEN III 10-14-2021

APPROVED FOR CONTRACT
DATE
DATE
DATE

© DARDEN ENGINEERING SERVICES
THESE PLANS ARE THE PROPERTY OF DARDEN ENGINEERING SERVICES, PLLC AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THE ONE FOR WHICH THEY ARE SPECIFICALLY PREPARED.

NO.	DATE	DESCRIPTION	BY	CHKD.

REVISIONS:

NEW BUILDING
LOT 61 MOORESVILLE MOTORSPORTS CENTER
MOORESVILLE, 28115

SITE PLAN

SCALE: AS NOTED

C-1

- OF -

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	County Attorney Jay Dees
DATE:	October 21, 2021
SUBJECT:	Resolution Supporting Sanitary Sewer Connection Within County Conservation Easement Area

---

Rowan County participated in a program to protect the area along Grant's Creek on the property commonly known as the Mid Carolina Regional Airport as part of our former landfill site closing. Within that area, Salisbury-Rowan Utilities maintains a sanitary sewer line that serves several residential areas and developments along Highway 150 and Hwy 52/Airport Road. The City of Salisbury recently approved a 270 unit residential development to be located at the intersection of Rowan Mill Road and Mooresville Road adjacent to Forest Glen Subdivision. The developer has agreed to a voluntary annexation into the City of Salisbury. The development needs to connect to this existing sanitary sewer line, and has expended a lot of money exploring all other options only to determine that this line would be the most efficient location for this development.

The current Conservation Easement document (attached with Resolution and survey) prohibits several types of development within the easement area. However, it is my opinion that it does not prohibit temporary land disturbing activity like making new connections to the existing sewer line where any disturbed land would be repaired or replaced to its original or better condition. After reviewing materials, it is my opinion that the County did not intend to prohibit future connections to what amounts to a main sewer line serving this area of the county.

We are hoping that Three Rivers Landtrust (formerly The Landtrust for Central North Carolina) will agree to allow the connection, but we would like to offer up this Resolution showing board support for the connection.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Supporting Sanitary Sewer Connection Within County Conservation	10/22/2021	Cover Memo

Easement Area		
LandTrust Conservation Easement Area Survey	10/28/2021	Cover Memo
LandTrust Conservation Easement	10/28/2021	Cover Memo

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey
Judy Klusman
Craig Pierce

Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners
130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • FAX 704-216-8195

A RESOLUTION BY THE COUNTY OF ROWAN SUPPORTING THE CONNECTION OF FUTURE DEVELOPMENT TO THE SANITARY SEWER LINE LOCATED WITHIN THE GRANTS'S CREEK CONSERVATION EASEMENT AREA

WHEREAS, Rowan County (the "County") previously granted a Conservation Easement to The Landtrust for Central North Carolina, Inc., a North Carolina nonprofit corporation chartered for the purposes of protected lands and managing such easements, and said Conservation Easement is recorded in Deed Book 925 at Page 907 of the Rowan County Registry and more particularly shown in Book of Maps 9995 at Page 4311 of the Rowan County Registry; and

WHEREAS, within the Conservation Easement area there exists a sanitary sewer line maintained by the Salisbury-Rowan Utilities, a department of the City of Salisbury, North Carolina ("SRU") that currently serves multiple developments within the vicinity; and

WHEREAS, SRU has the right to enter into the Conservation Easement Area for temporary purposes of repairing, replacing and maintaining its sanitary sewer line that may include temporary land disturbance or surface alteration, provided such disturbance or alteration is repaired and replaced to its original condition; and

WHEREAS, a review of the history of the County grant of the Conservation Easement would indicate that the County never intended for the Conservation Easement to prohibit future connections to SRU's sanitary sewer line where such connections promoted new development within the vicinity that necessarily rely on this main sanitary sewer line as the most efficient and economical location for connections; and

WHEREAS, the County believes and is of the legal opinion that the Conservation Easement as written does not in fact prohibit future connections to the sanitary sewer line per Article III Section (E) because any surface alterations related to sanitary sewer connections would be temporary in nature and subject to repair and replacement to the original or better condition of the land within the Conservation Easement area; and

WHEREAS, the County has the power and authority to condemn property within its jurisdiction for public purposes, including water and/or sewer easements and connections, but has heretofore been reluctant to exercise such power and authority unless such condemnation would become necessary to promote growth within the County; and

WHEREAS, the connection contemplated herein would promote such growth and would present an opportunity for both public-private partnerships and for the County and the City of Salisbury to work jointly for greater good of all citizens within their respective jurisdictions.

NOW, THEREFORE BE IT RESOLVED, the Rowan County Board of Commissioners hereby adopts this Resolution as a clear indication of its unanimous support to allow up to two (2) sanitary sewer connections within the Conservation Easement Area to facilitate the proposed residential development within the Rowan Mill Road and Mooresville Road area.

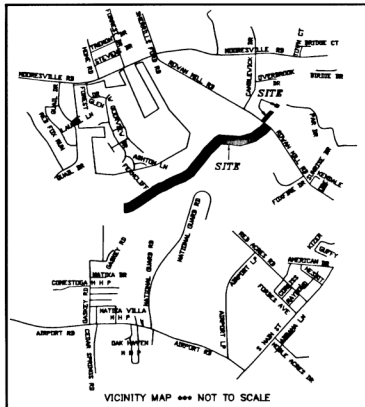
Adopted this the __ day of _____, 2021.

_____
Gregory C. Edds, Chair
Rowan County Board of Commissioners

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Book 9995 Page 4311 Page 1 OF 2



I HEREBY CERTIFY THAT THIS IS A MAP FOR RECORDATION AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND.

Rel 2 Kell 12-05-01

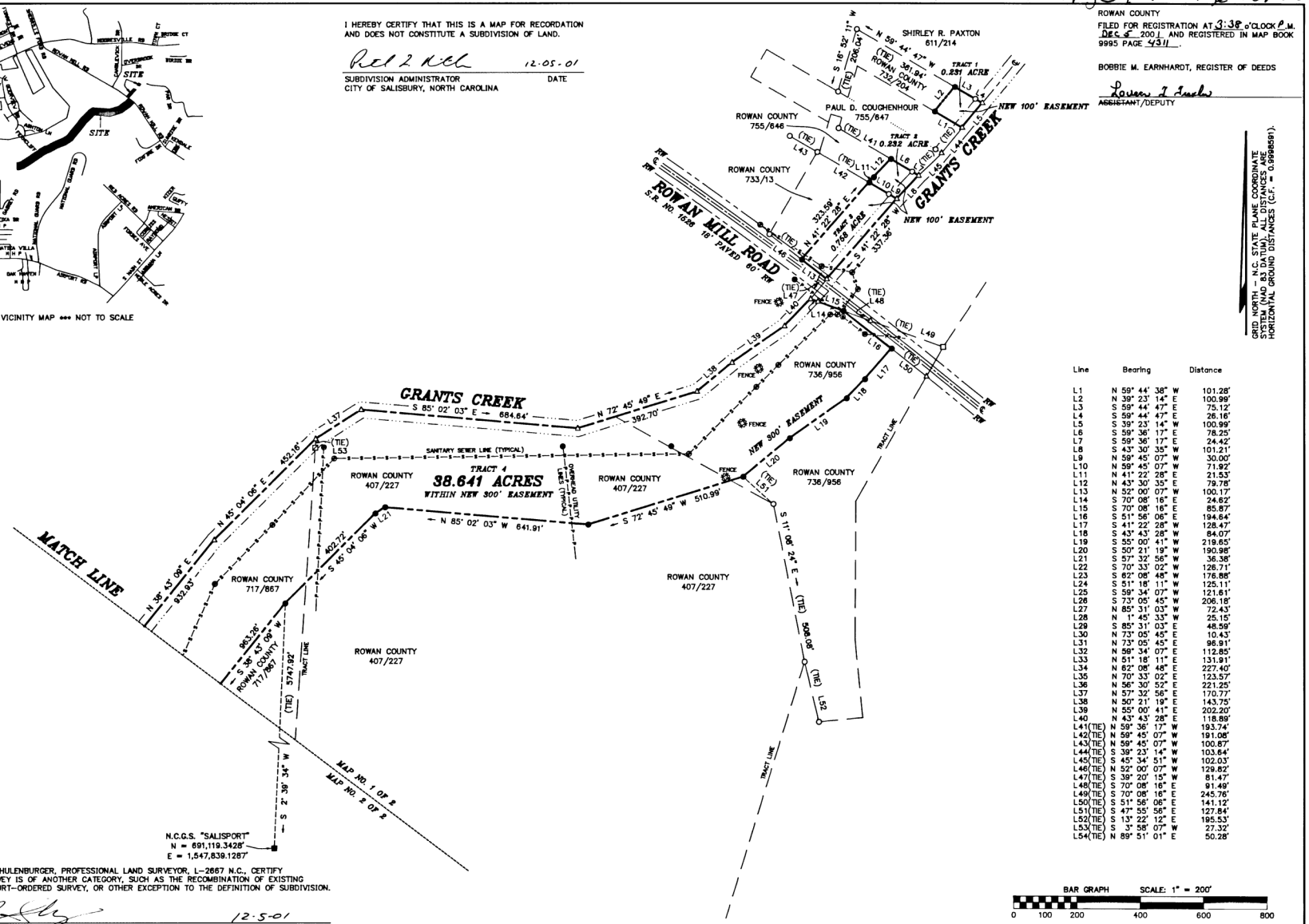
SUBDIVISION ADMINISTRATOR DATE
CITY OF SALISBURY, NORTH CAROLINA

ROWAN COUNTY

FILED FOR REGISTRATION AT 3:38 o'CLOCK P.M. DEC. 5 2001 AND REGISTERED IN MAP BOOK 9995 PAGE 4311.

BOBBIE M. EARNHARDT, REGISTER OF DEEDS

Lavern T Fowler
~~ASSISTANT~~/DEPUTY



Line	Bearing	Distance
L1	N 59° 44' 38" W	101.28'
L2	N 39° 23' 14" E	100.99'
L3	S 59° 44' 47" E	75.12'
L4	S 59° 44' 47" E	26.16'
L5	S 39° 23' 14" W	100.99'
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L10	N 59° 45' 07" W	71.92'
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L26	S 73° 05' 45" W	206.18'
L27	N 85° 31' 03" W	72.43'
L28	N 1° 45' 33" W	25.15'
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L30	N 73° 05' 45" E	10.43'
L31	N 73° 05' 45" E	96.91'
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L33	N 51° 18' 11" E	131.91'
L34	N 62° 08' 48" E	227.40'
L35	N 70° 33' 02" E	123.57'
L36	N 56° 30' 52" E	221.25'
L37	N 57° 32' 56" E	170.77'
L38	N 50° 21' 19" E	143.75'
L39	N 55° 00' 41" E	202.20'
L40	N 43° 43' 28" E	118.89'
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L49(TIE)	S 70° 08' 16" E	245.76'
L50(TIE)	S 51° 56' 06" E	141.12'
L51(TIE)	S 47° 55' 56" E	127.84'
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L54(TIE)	N 89° 51' 01" E	50.28'

BAR GRAPH SCALE: 1" = 200'

0 100 200 400 600 800

I, RICHARD L. SHULENBURGER, PROFESSIONAL LAND SURVEYOR, L-2667 N.C., CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

12-5-01

RICHARD L. SHULENBURGER, P.L.S. DATE

EASEMENT SURVEY FOR:

THE LANDTRUST FOR CENTRAL NORTH CAROLINA

LEGEND

- □ Existing Stone
- ■ N.C.G.S. Mon.
- ○ Existing Iron
- ● New Iron
- △ Point
- ⊠ Nail
- ◉ S.S. Manhole
- ● Power Pole
- ⊙ Test Well
- ℄ Centerline
- RW Right-of-Way

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, Fredda Greer, REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Fredda Greer 12-5-01

REVIEW OFFICER DATE

NORTH CAROLINA PROFESSIONAL SEAL L-2667 LAND SURVEYOR RICHARD L. SHULENBURGER

I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, D.B. (see references); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (N\A) PG. (N\A); THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000 +; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 5th DAY OF NOVEMBER, 2001.

SCALE: 1" = 200'	MAP NO. 1 of 2
DATE: 12-4-2001	

LOCKE TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA
REFERENCES: Tax Map 460 Parcels 63, 165 & 166, Tax Map 461 Parcels 77 & 187, Tax Map 462 Parcel 12 and Tax Map 469 Parcel 24 — D.B. 733 PG. 13, D.B. 755 PG. 646, D.B. 732 PG. 204, D.B. 407 PG. 227, D.B. 736 PG. 956, D.B. 717 PG. 867 and D.B. 577 PG. 10

SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A.
516 N. MAIN ST., SALISBURY, N.C. PHONE: (704) 637-9623

ROWAN COUNTY

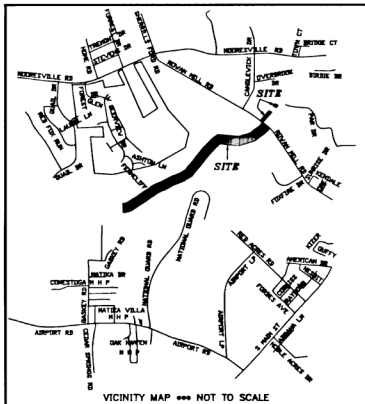
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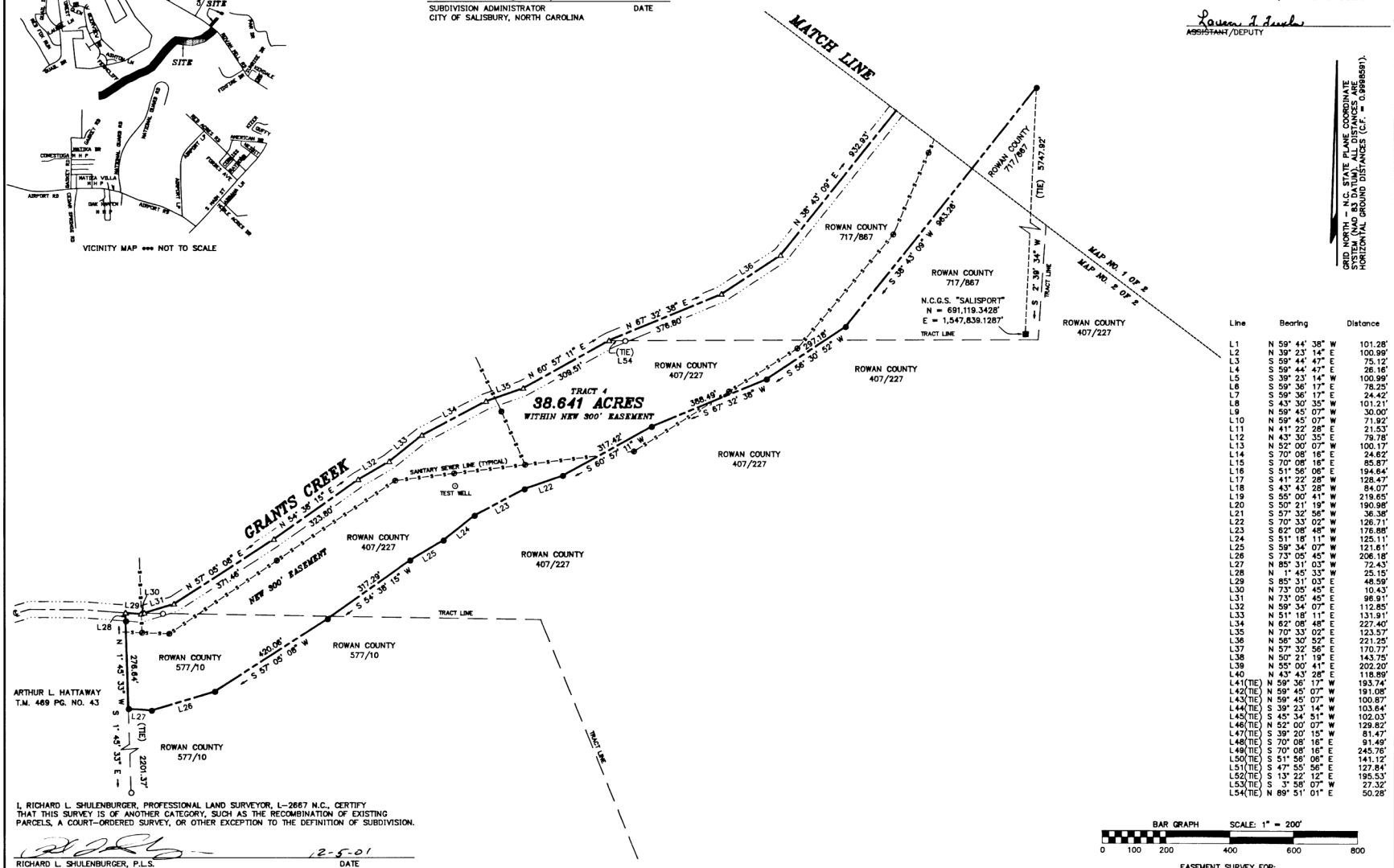
BOBBIE M. EARNHARDT, REGISTER OF DEEDS

Lauren T. Linder
~~ASSISTANT~~/DEPUTY

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12-05-01
SUBDIVISION ADMINISTRATOR — DATE
CITY OF SALISBURY, NORTH CAROLINA





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12-5-01
RICHARD L. SHULENBURGER, P.L.S. — DATE

EASEMENT SURVEY FOR:

THE LANDTRUST FOR CENTRAL NORTH CAROLINA

LEGEND

□	Existing Stone
■	N.C.G.S. Mon.
○	Existing Iron
●	New Iron
△	Point
▣	Nail
◉	S.S. Manhole
●	Power Pole
⊙	Test Well
℄	Centerline
RW	Right-of-Way

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, Fredda Green, REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Fredda Green 12-5-01
REVIEW OFFICER — DATE

NORTH CAROLINA PROFESSIONAL SEAL L-2667 LAND SURVEYOR RICHARD L. SHULENBURGER

I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, D.B. (see references); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (N\A) PG. (N\A); THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000 +; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 5th DAY OF NOVEMBER, 2001.

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REFERENCES: Tax Map 460 Parcels 83, 185 & 186, Tax Map 461 Parcels 77 & 187, Tax Map 462 Parcel 12 and Tax Map 469 Parcel 24 – D.B. 733 PG. 13, D.B. 755 PG. 646, D.B. 732 PG. 204, D.B. 407 PG. 227, D.B. 736 PG. 956, D.B. 717 PG. 867 and D.B. 577 PG. 10

SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A.
516 N. MAIN ST., SALISBURY, N.C. PHONE: (704) 637-9623

10:53

Book 0925 Page 0907

FILED
ROWAN COUNTY NC
12/12/2001 10:53 AM
BOBBIE M. EARNHARDT
Register Of Deeds

Tax Parcel ID 461 077
461 187
462 012
469 024

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

CONSERVATION EASEMENT
Grant's Creek Riparian Buffer – Rowan County

This **CONSERVATION EASEMENT** ("Conservation Easement") is made on this 11th day of December, 2001, by **ROWAN COUNTY, NORTH CAROLINA, a body politic** and **THE LANDTRUST FOR CENTRAL NORTH CAROLINA, INC.** a nonprofit corporation, with an address at PO Box 4284, Salisbury, NC 28145-4284 ("Grantee").

RECITALS AND CONSERVATION PURPOSES

A. Grantor is the sole owner of the property ("Property") being approximately 38.641 acres in Rowan County, State of North Carolina as more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("**Property**"); and

B. Grantee is a nonprofit corporation established for the purpose of promoting the preservation of environmentally valuable and sensitive lands, agricultural lands, lands with historic or cultural importance and open space in the Yadkin-Pee Dee River watershed for charitable, scientific, educational, and aesthetic purposes; and

C. The Property is located adjacent to Grant's Creek which has been deemed by the Trustees of the North Carolina Clean Water Management Trust Fund to qualify as a riparian buffer, addressing the cleanup and prevention of pollution of surface waters, and the establishment of a network of riparian buffers and greenways; and

D. The parties hereto recognize the conservation and water quality values of the Property in its present state as a riparian shoreline and intend that said conservation values of the Property be preserved and maintained; and

E. The characteristics of the Property, its current use and state of improvement are described in Exhibit A, which is the appropriate basis for monitoring compliance with the objectives of preserving the conservation and water quality values; the Exhibit A is not intended to preclude the use of other

Kevin M. Redding
P.O. Box 4284
Salisbury N.C. 28145-4284

28752

evidence (e.g. surveys, appraisals) to establish the present condition of the Property if there is a controversy over its use.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is herby acknowledged by the parties hereto, the Grantor hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts, a Grant of a Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Property, together with the right to preserve and protect the conservation values thereof as described in the Recitals herein.

The purposes of this Conservation Easement are to provide environmental protection for surface waters and to protect the wildlife and natural heritage values and it shall be so held, maintained, and used therefore. It is the further purpose of the Conservation Easement to prevent any use of the Property that will significantly impair or interfere with the preservation of said conservation values. Grantor intends that this easement will restrict use of the Property to such activities as are consistent with the purposes of conservation.

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its representatives, successors, assigns, lessees, agents and licensees.

ARTICLE II. RIGHTS RESERVED TO GRANTOR

Grantor reserves certain rights accruing from ownership of the Property, including the right to engage in or permit others to engage in uses of the Property that are not inconsistent with the purpose(s) of this Easement. All rights reserved by Grantor are reserved for Grantors, their representatives, successors, and assigns, and are considered to be consistent with the conservation purposes of this Conservation Easement. The following rights are expressly reserved:

(A) To engage in passive recreational uses of the Property, including, without limitation, walking, fishing, or animal and plant observation; and,

(B) To allow public access to the property for the purpose of conducting education tours, scientific study, maintenance of the Property and any other purpose consistent with maintaining the conservation value.

(C) To engage in any activity required for the remediation of environmental problems or concerns, which may arise from the old county landfill to the extent that such remediation is required by local, state or federal environmental agencies. Any activity thus undertaken shall be as much as possible, consistent with maintaining the conservation value of the Property. Nothing in this paragraph shall be construed to require environmental remediation that would not have been required had the conservation easement not been granted.

Notwithstanding the forgoing, Grantor and Grantee have no right to agree to any activity that would result in the termination of the Conservation Easement.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. The Property shall be maintained in its natural, scenic, wooded and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Conservation Easement set forth above.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted.

A. Industrial and Commercial Use. Industrial and commercial activities and any right of passage for such purposes are prohibited; except for the following: any safety or navigation aid that is or may be required or desirable in conjunction with the continued and/or expanded operations of the Rowan County Airport.

B. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Agricultural, timber harvesting, grazing, horticultural and animal husbandry operations are prohibited except those conducted in accordance with Best Management Practices promulgated by the State of North Carolina.

C. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or the disturbance of other natural features except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance of nature trails and public access allowed hereunder; (2) selective cutting and prescribed burning or clearing of vegetation and the application of mutually approved pesticides for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement and/or control of non-native plants; subject however, to the prior approval of the Grantee, and (3) hunting and fishing pursuant to applicable rules and regulations.

D. Construction and Improvements of Buildings and Recreational Use. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier landing, dock or any other temporary or permanent structure or facility on or above the Property except for the following: any airport related facilities, which may include but are not limited to lights, radio beacons, instrument landing equipment and the associated towers, roads, power lines and other related equipment; one trail to be used for recreational purposes (such as a greenway or park trail) which shall be limited in size and placement to protect conservation values of property as much as possible; a small shed to be used solely for storage of equipment for upkeep of property and to be limited in scope to three hundred square feet and located at least 100 feet from Grant's Creek; the placing and display of no trespassing and no hunting signs; local, state or federal traffic or similar informational signs; for sale or lease signs; fencing; signs identifying the conservation values of the Property; signs identifying the Grantor as owner of the Property and Grantee as holders of this Conservation Easement; educational and interpretative signs; and/or identification labels or any other similar temporary or permanent signs, subject, however to the prior approval of Grantee.

E. Surface Alteration. There shall be no alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as may be required in the course of any activity expressly permitted herein or, after notice to the appropriate state agency and with the prior approval of Grantee; provided that construction materials, such as rock, dirt, sand, and gravel, may be taken for use in connection with permitted activities on the Property only from locations approved by Grantee.

F. Wetlands and Water Quality. There shall be no pollution or alteration of water bodies and no activities that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or into Grant's Creek, or cause soil degradation or erosion nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by state and any other appropriate authorities.

G. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the property is prohibited; provided however, that fertilizer, yard waste and other non-hazardous materials that are generally used in or are a byproduct of permitted agricultural, silvicultural and other permitted activities are allowed.

H. Conveyance and Subdivision. The Property may not be subdivided, partitioned subdivided, nor conveyed except in its current configuration as an entity.

ARTICLE IV. ENFORCEMENT & REMEDIES

A. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall notify the Grantor in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to begin undertaking actions that are reasonably calculated to correct promptly the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall have the power and authority to institute and maintain any suits and proceedings as the Grantee may deem advisable in its judgement: (a) to prevent any impairment of the Property by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity.

B. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor, Grantor's representatives, or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Property caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

D. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitations, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action each party shall bear its own costs.

ARTICLE V. DOCUMENTATION AND TITLE

A. Property Condition. The parties acknowledge that the Property is currently undeveloped land, with no improvements other than easements and rights of way of record, with the exception that some portions of the Property are part of the old Rowan County Landfill and, as such, have miscellaneous municipal solid waste buried thereon.

B. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that there is legal access to the Property, that the Property is free and clear of any and all encumbrances, except easements of record, and Grantor covenants that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

ARTICLE VI. MISCELLANEOUS

A. Subsequent Transfers. Grantor hereby covenants and agrees, that in the event it transfers or assigns the Property, the transferee of the Property will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code. Grantor agrees for itself, its successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed.

B. Conservation Purpose.

(1) Grantee, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes.

(2) Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests; all expenses including attorneys' fees incurred by the Grantor and the Grantee in this action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority.

(3) The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, provided, however that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, that the organization receiving the interest will be a qualified organization as that term is defined in Section

170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code, and Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance, set forth in the Recitals herein.

C. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. 121-34, which authorizes the creation of Conservation Easements for purposes including those set forth in the Recitals herein, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

E. Recording. Grantee shall record this instrument and any amendment hereto in timely fashion in the official records of Rowan County, North Carolina, and may re-record it at any time as may be required to preserve its rights.

F. Notices. Any notices shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other. In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval and the reason therefore has been mailed to the party requesting consent.

G. Amendments. Grantor and Grantee are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) shall be effective upon recording in the public records of Rowan County, North Carolina.

H. Environmental Condition of Property. The Grantor warrants and represents to the Grantee that to the best of its knowledge after appropriate inquiry and investigation: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no environmental conditions existing on the Property that may prohibit or impede use of the Property for the purposes set forth in the Recitals.

TO HAVE AND TO HOLD unto **THE LANDTRUST FOR CENTRAL NORTH CAROLINA**, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor and Grantee by authority duly given, have hereunto caused these presents to be executed by their respective officers and their corporate seals affixed, as of the dates shown below, to be effective upon the date of recordation in the public records of ROWAN County, North Carolina.

GRANTOR: **ROWAN COUNTY, NORTH CAROLINA, a body politic**

By: _____
Chairman of the Board

ATTEST:

By: _____
Clerk to the Board

GRANTEE: **THE LANDTRUST FOR CENTRAL NORTH CAROLINA INC.**

By: _____
President

ATTEST:

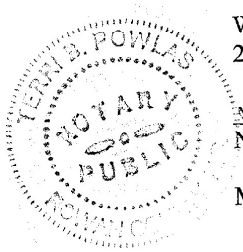
By: _____
Asst. Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, Jeri Powlas, a Notary Public of the County and State aforesaid, certify that Rita K. Foil personally came before me this day and acknowledged that she is Clerk to the Board for the Commissioners of Rowan County, North Carolina, a body politic; and, that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by its chairman of the Board, Sealed with the seal of Rowan County, North Carolina, and attested by herself as its Clerk to the Board.

WITNESS my hand and official stamp or seal, this 10th day of December 2001.



Jeri B. Powlas
Notary Public

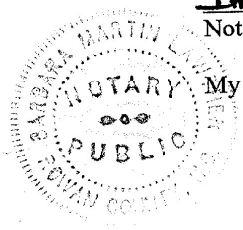
My commission expires: May 5, 2004

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, BARBARA MARTIN LAWRENCE, a Notary Public in and for said County and State so hereby certify that JASON A. WALSER personally appeared before me this day and duly acknowledged that s/he is Asst. Secretary for The LandTrust for Central North Carolina, Inc., and that by authority duly given and as the act of the Trust, the foregoing instrument was signed in its name by its _____ President, sealed with the corporate seal and attested by him/her as its _____ Secretary.

WITNESS my hand and notarial seal, this 11th day of DECEMBER, 2001.

BARBARA MARTIN LAWRENCE
Notary Public



My commission expires: FEBRUARY 24, 2004

STATE OF NORTH CAROLINA
ROWAN COUNTY

The foregoing certificate(s) of Terri B. Powlas & Barbara Martin Saunders of Rowan Co. NC Notaries Public, are certified to be correct.

This 12 day of Dec., 2001.

Bobbie M. Earnhardt

Register of Deeds

Shirley M. Hille, Deputy

This instrument prepared by and should be returned to:
Kevin M. Redding
The LandTrust for Central North Carolina
PO Box 4284
Salisbury, NC 28145-4284

Exhibit A

BEING all of that 38.641 Acre +/- Tract as shown on Survey For The LandTrust for Central North Carolina by Shulenburger Surveying Company. P.A. dated 12/4/2001, a copy of said Survey being on file in the Office of the Register of Deeds for Rowan County, NC, in Book of Maps 9995 at Page 4311, to which reference is hereby made for a more complete description thereof by metes and bounds.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	County Manager Aaron Church
DATE:	October 18, 2021
SUBJECT:	Fire Department Funding

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: October 22, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	10/22/2021	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL: RECOGNIZE FUNDS APROVED FROM FY2020 LOCAL JUSTICE ASSISTANCE GRANT, AND BUDGET THE FUNDS TO THE PROPER EQUIPMENT EXPENSE ACCOUNT.

Prepared by: Major J C Sifford

Date: 10/14/2021

Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
JUSTICE ASSIST. REIMBURSEMENT	R	1144417-431018	10,050	
GRANT				
OTHER SMALL EQUIPMENT	E	1154417-561095	10,050	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓	Approved: _____	Budget Revision # 04-330
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: _____	Date: _____	Posted by: _____
Signature: X Kevin L. Auten	Signature: _____	Approved by: _____

SMH

ROWAN COUNTY SHERIFF'S OFFICE
KEVIN L. AUTEN, SHERIFF

232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144
TELEPHONE: 704-216-8700 FAX: 704-216-8674

MEMORANDUM

TO: Aaron Church, County Manager
FROM: Sheriff Kevin Auten
REF: FY2020 Local Justice Assistance Grant
DATE: July 24, 2020

The Rowan County Sheriff's Office has been notified that it is eligible to receive $10,050 in funds through the Edward Byrne Memorial Justice Assistance Grant. This grant is a yearly grant from the Department of Justice. The grant amount is determined by a formula based on Part I violent crimes as reported to the FBI's Uniform Crime Reports.

As in the past number of years, the Rowan County Sheriff's Office was designated to be a disparate jurisdiction with the Salisbury City Police Department because Rowan County bears more than 50 percent of the costs of prosecution or incarceration that arises for the Part I crimes that have occurred in Salisbury's jurisdiction. Since the Salisbury Police Department is designated to receive a total award of $32,740, which is more than one and one-half times more than the Sheriff's Office amount, we have been designated as disparate. The US Department of Justice has determined that the RCSO will receive $10,050 of the total award to Salisbury PD.

The Rowan County Sheriff's Office proposes to use the funds to purchase the following items:

1.) A total of 13 Level II/Spike 2 Stab Vest, Model Prism MT-NS02 that are $720 each for a total cost of $9,360. These protective vests will be used by RCSO Detention Officers.
2.) A total of 13 M1 Concealable carriers that are used with the Stab Vest. The carriers are $75 each for a total of $975. Regular budget funding will be used to cover the excess cost above $10,050.

This memorandum is to request that this matter be placed on the consent agenda for approval, so that a Memorandum of Understanding can be signed with Salisbury City to be submitted, as required to receive the grant from the Bureau of Justice Assistance.

cc: Chief Deputy David Ramsey
Major T. L. Wyrick
Captain J. C. Sifford
Captain G. L. Hannold
Captain C. A. Moose
Leslie Heidrick, Finance Director
file

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: AIRPORT

EXPLANATION IN DETAIL:

The Airport Fund is requesting the transfer of funds from the General Fund and the Airport Fund Balance to cover three projects occurring at the Airport. 1) Architect and Engineering firm producing plans for the building of five new hangars; 2) landscaping project at Airport originally started in 2020 but put on hold do to COVID; 3) Parking Lot improvements by Food Lion hangar.

Prepared by: JHOWDEN
Date: 10/21/2021

BUDGET INFORMATION:

- 300,000

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
FUND BAL RESTRICTED (ARTICLE 44.524C)	R	1143390-495010	762,422	
FUND BAL RESTRICTED (ARTICLE 46)	R	1143390-495010	508,280	
TRANSFER TO 603	E	1154112-595603	1,270,702	
TRANSFER TO 603	E	1154112-595603	300,000	
LTD - HANGARS PRINCIPAL (LANDSCAPING)	E	1159100-592100		266,000
LTD - HANGARS PRINCIPAL (PARKING LOT)	E	1159100-592100		34,000
TRANSFOR FROM 101	R	6344560-491101	1,570,702	
FUND BALANCE UNRESTRICTED	R	6344560-495000	91,000	
C/A - HANGARS	E	6354560-573011	1,270,702	
OTHER IMPROVEMENTS	E	6354560-574000	266,000	
OTHER IMPROVEMENTS	E	6354560-574000	125,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Period - Journal # 04-610
Disapproved:		Disapproved:	Keyed By:
Amended:		Amended:	Date Keyed:
Date: 10/22/21		Date:	Posted By:
Signature: J. Howden		Signature:	Date Posted:

APPENDIX B: BASIC SERVICES LUMP SUM FEE AND NOT TO EXCEED

SUMMARY OF FEES

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

DESCRIPTION		ESTIMATED COST
BASIC SERVICES		
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	$	8,214.00
DESIGN PHASE (04)	$	132,912.00
BIDDING PHASE (05)	$	9,342.00
CONSTRUCTION ADMINISTRATION PHASE (06)	$	-
SUBTOTAL	$	150,468.00
EXPENSES	$	4,285.00
SUBTOTAL	$	4,285.00
SUBCONSULTANTS	$	1,110,330.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	$	-
SUBTOTAL	$	1,110,330.00
ADDITIONAL SERVICES		
ADDITIONAL SERVICES - CATEX	$	5,619.00
TOTAL	$	1,270,702.00

New Debt
(not including school capital)

Item	Total Cost	Annual Debt Payment
Airport Hangar Expansion	$12,500,000	$ 1,150,000*
West End Plaza Renovations	$15,000,000	$ 1,377,000
Radio Infrastructure and New Radios	$10,500,000	$ 1,104,000
TOTAL	$38,000,000	$ 3,631,000

**A portion of Article 46 ¼ will be used to pay the debt service for the new Highway Patrol and Novant Helicopter Hanger. The actual debt service for the entire $12,500,000 will be approximately $1,700,000 a year for 10 years. The $1,150,000 may pay the first semi-annual payment in FY22 and provide a remaining estimated $266,000 that will go toward the landscaping project that was stopped due to COVID-19.*

West End Plaza

The debt service budget lines for DSS renovation principal and interest was $536,060 in FY 2019. In FY 2019, the last debt service payment for this project was paid in the amount of $261,240. The reduction in those budget lines of $274,820 was recommended in the FY 2019 budget to increase the transfer to the West End Plaza Capital Projects Fund (Fund 317) from $615,000 to $889,820.

The FY 2020 budget recommended that the remaining reduction for DSS renovation principal and interest, and Town Creek Water Project reduction, be transferred to Fund 317. This resulted in a transfer of $1,299,820 in FY 2020. The FY 2021 budget recommended a transfer for $1,440,160 to the West End Plaza Capital Projects Fund (Fund 317).

The FY 2022 budget recommends a $1,753,660 transfer to fund 317.

FY 2019 Balance	$ 1,532,998
FY 2020 Transfer	1,299,820
FY 2021 Transfer	1,440,160
FY 2022 Transfer	1,753,660
Total	$ 6,026,638

II. CONTINUATION EXPENDITURE BUDGET

The objective of the Continuation Budget is to maintain levels of service comparable to previous years while restricting increases in expenditures to those areas where either mandated or contractual obligations occur. For example, an effort has been made to

Howden, James M

From: Steele, Valerie S
Sent: Tuesday, October 19, 2021 4:13 PM
To: Howden, James M
Subject: RE: Landscaping Project
Attachments: Estimate - Food Lion Parking Expansion at RUQ - 2019-06-20.pdf

Yes, the landscape project was also discussed, but the new hangar project impacts the landscaping locations originally discussed. The landscape project amount discussed in the kick-off was $250,000.

So $266,000 would not be nearly enough for both the landscaping and parking lot?

In 2019 the cost of the parking lot was estimated to be $91,000. In my opinion the parking lot is more pressing because of the impact it has on Food Lion's and Aerowood Aviation's future leases. Attached is the estimate.

There was supposed to be extra funds too for the improvements needed to the food lion hangar on top of the parking lot.

-Valerie

From: Howden, James M
Sent: Tuesday, October 19, 2021 3:29 PM
To: Steele, Valerie S <Valerie.Steele@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: Landscaping Project

Good afternoon,

I forgot to ask about the landscaping project at the airport. I believe we have a task order with TBE and it was put on hold because of Covid. In the County Manager's budget message he talks about starting that back up. Is that something you are doing? Do we need to move money over for that? It looks like about $266,000.

Thanks

Jim

ROWAN COUNTY
NORTH CAROLINA
Be an original.

James M. Howden | Finance Director
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8178 **[c]** 980-565-5421
www.rowancountync.gov

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Carolyn Barger, Clerk to the Board
DATE:	October 20, 2021
SUBJECT:	Consider Approval of Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
Board Appointments	10/25/2021	Cover Memo

MONTHLY BOARD APPOINTMENTS
November 4, 2021
COMMISSION MEETING

DANGEROUS DOG APPEALS BOARD

Lindsey Ward applied to fill a seat that will become vacant on November 30, 2021. If approved, the term would be for three (3) years and expire November 30, 2024.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE

Beth Huber is the new Director for Trinity Living Center. The Board is asked to officially appoint Ms. Huber to fill the vacant seat for this position. The term will expire June 30, 2022.

POOLETOWN VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Bryan Kirk applied for reappointment for a two-year term that will expire on November 30, 2023.

ROWAN COUNTY BOARD OF ADJUSTMENT

Bradford Basinger applied to fill a vacant Alternate seat. If approved the term would expire July 31, 2023.

Norman Ribelin applied for reappointment; however, he has served two (2) terms and is not eligible for reappointment. Due to the difficulty of finding volunteers for this Board, the Commissioners are asked to waive the two-year term limit and consider reappointing Mr. Ribelin. If approved, the term will expire July 31, 2024.

Please note there are approximately 50 vacancies on various boards.

Lindsey Ward

Rowan County | Generated 10/21/2021 @ 8:32 am by OnBoard2 - Powered by ClerkBase

Status

Name	Lindsey Ward
Application Date	10/20/2021
Expiration Date	10/20/2023
Board Member	Lindsey Ward
Status	Validated

Board	Vacancies	Status
Dangerous Dog Appeals Board	0	Pending

Basic Information

Name
Lindsey Ward

Business/Civic Experience and why you feel you are qualified for this appointment:
I run and operate a dog training business for the pass 7+ years. Prior to that, I was employed as an Aminal Control Officer for a short period with Rowan County. As well as a sworn Police Animal Control Officer with Fairfax County in Northern Virginia.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
160 Copper Leaf Lane
Salisbury, NC 28146

Resident
Yes

Phone
7042661392

Email
lhay47@gmail.com

Occupation

Employer
Self employed

Occupation
Dog Trainer

Gender

What is your gender?

- Female

Beth Barton Huber

Rowan County | Generated 10/20/2021 @ 2:30 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Beth Barton Huber
Application Date	9/10/2021
Expiration Date	9/10/2023
Board Member	Beth Barton Huber
Status	Validated

Board	Vacancies	Status
Rowan Transit System Advisory Committee	1	Appointed

Basic Information

Name
Beth Barton Huber

Business/Civic Experience and why you feel you are qualified for this appointment:
Trinity Living Center depends heavily on Rowan Transit for transportation for participants. As Executive Director, I am involved in making decisions regarding transportation. Rowan Transit is crucial to the operation of our facility.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
336 Camelot Drive
Salisbury, NC 28144

Resident
Yes

Phone
7046373940

Email
bhuber@trinitylivingcenter.net

Occupation

Employer
Trinity Living Center

Occupation
Executive Director

Gender

What is your gender?

- Female

Bryan Kirk

Rowan County | Generated 10/22/2021 @ 9:55 am by OnBoard2 - Powered by ClerkBase

Status

Name	Bryan Kirk
Application Date	10/21/2021
Expiration Date	10/21/2023
Board Member	Bryan Kirk
Status	Validated

Board	Vacancies	Status
Pooletown Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Bryan Kirk

Business/Civic Experience and why you feel you are qualified for this appointment:
Seeking reappointment. Lifetime member of PTVFD. Served on board of directors and board of trustees.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
275 Yankee Dr
Richfield, NC 28137

Resident
Yes

Ward/District
Pooletown

Phone
704-465-6478

Email
bryank400m@gmail.com

Occupation

Gender

What is your gender?

- Male

Web Developer Bradford M Basinger

Rowan County | Generated 10/25/2021 @ 9:46 am by OnBoard2 - Powered by ClerkBase

Status

Name	Web Developer Bradford M Basinger
Application Date	8/4/2021
Expiration Date	8/4/2023
Board Member	Bradford Michael Basinger
Status	Validated

Board (Rank)	Vacancies	Status
Rowan Economic Development Council (1)	5	Pending
Board of Adjustment (Rowan County) (2)	2	BoC Meeting

Basic Information

Name
Web Developer Bradford M Basinger

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
Salisbury NC Citizens Academy Graduate 2019
Member of the 2040 Comprehensive Planning Committee for Salisbury, NC
Member of the Rowan County, NC Industrial Facilities and Pollution Control Financing Authority Committee

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
306 MAUPIN AVE
SALISBURY, NC 28144

Resident
Yes

Ward/District
Salisbury - Fulton Heights

Phone
7042677763

Email
bradfordm1978@gmail.com

Occupation

Employer
BriscoWeb

Occupation
Web Developer/Digital Marketing Technologist

Gender

What is your gender?

- Male

Norman Ribelin

Rowan County | Generated 10/22/2021 @ 9:51 am by OnBoard2 - Powered by ClerkBase

Status

Name	Norman Ribelin
Application Date	10/22/2021
Expiration Date	10/22/2023
Board Member	Norman Grey Ribelin
Status	Validated

Board	Vacancies	Status
Board of Adjustment (Rowan County)	2	Pending

Basic Information

Name
Norman Ribelin

Have you ever been convicted of a felony?
NO

County of Residence
ROWAN

Contact Information

Address
333 Surveyors Dr
Salisbury, NC 28146

Resident
Yes

Phone
17046332995

Cell Phone
17046407467

Email
ribelin@bellsouth.net

Occupation

Employer
Ribelin Land Surveying, Inc.

Occupation
Professional Land Surveyor

Gender

What is your gender?

- Male