



ROWAN COUNTY COMMISSION AGENDA
October 18, 2021 - 6:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
<https://bit.ly/rowanboc1018>
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Or join by phone:
Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 947 1776 0150

Password: 101821

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 4, 2021 and October 13, 2021 (Special Meeting)

1 Consider Approval of Consent Agenda

- 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
 - A. Recognition of Clergy Appreciation Month
 - 3 Public Comment Period
 - 4 Binti Introduction and Sole Source Request
 - 5 Financial Reports
 - 6 Budget Amendments
 - 7 December 2021 Meeting Schedule
 - 8 Closed Session
 - To Consider Approval of Closed Session Minutes
 - To Consider Settlement Agreement
 - 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 1, 2021
SUBJECT: Consider Approval of the Minutes: October 4, 2021 and October 13, 2021 (Special Meeting)

ATTACHMENTS:

Description	Upload Date	Type
October 4, 2021 Minutes	10/11/2021	Cover Memo
October 13, 2021 Minutes	10/13/2021	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 4, 2021 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Present: Jim Greene, Vice-Chairman
Craig Pierce, Member
Judy Klusman, Member

Participating Remotely: Mike Caskey, Member
Absent: Greg Edds, Chairman

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

Vice-Chairman Greene convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Vice-Chairman Greene led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

- County Manager Aaron Church requested the Board consider adding: Approval of Contract with C&R Millwork and Lumber for Kerr Mill Water Wheel Replacement with a Budget Amendment and to authorize the County Manager to sign the contract. Vice – Chairman Greene added the issue to the Consent Agenda as Item L.
- Commissioner Pierce requested the Board add an item from the Town of Landis to the Consent Agenda for a mural to be placed on the Sheriff's Office in the Town of Landis. Vice-Chairman Greene added the issue to the Consent Agenda as Item M.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the agenda as amended passed unanimously (4-0).

CONSIDER APPROVAL OF THE MINUTES

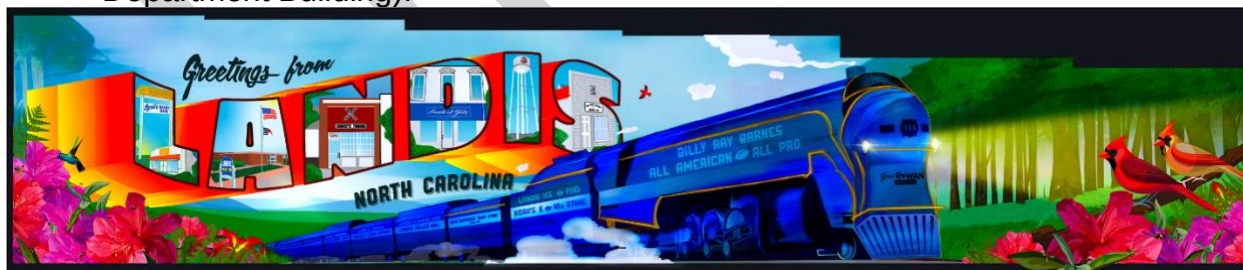
Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the minutes of the September 20, 2021 Commission Meeting passed unanimously (4-0).

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Pierce moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

The Consent Agenda consisted of the following:

- A. Thanksgiving Office Hours
- B. Long Ferry Rd Study Authorization
- C. 2020-21 NC Science Museums Grant Compliance Reporting
- D. Schedule Public Hearing for Nov. 15, 2021 Road Closure Request
- E. Bi-weekly Environmental Health Report - 09/24/21
- F. Request for Temporary School Health Liaison with COVID19 funding 9-2021
- G. Approval for Task Order 4 and 5 for Hazen and Sawyer
- H. Approval to Purchase 5 Transit Vehicles w/ Raised Roofs
- I. Surplus Vehicle
- J. Irvin Septic Settlement Agreement
- K. Work Authorization with Talbert, Bright and Ellington, Inc For New Hangar Buildings
- L. Approval of Contract with C&R Millwork and Lumber for Kerr Mill Water Wheel Replacement with a Budget Amendment (Addition to the Consent Agenda. The documentation for this addition is attached to the minutes for the record).
- M. Landis Mural (Addition to the Consent Agenda for approval to put on Sheriff's Department Building).



2. PUBLIC COMMENT PERIOD

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

3. LITTER REPORT

Vice- Chairman Greene highlighted the Litter Report in the agenda packet. During the third quarter of 2021 the Department of Environmental Management removed: 16.58 tons of litter and debris from along Rowan County roadsides, and 78 improperly discarded tires.

4. BUDGET AMENDMENTS

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

- Health Department – To align the budget with awarded funding from Cabarrus Health Alliance for Elevate Grant. \$98,455
- Tax Department – Allocate Restricted Funds set aside for tax revaluation services to cover contract with Piner Appraisal, Inc., approved by the Board 9/20/2021. \$265,000.00
- Health – To roll over unspent budget dollars from FY 2021 to FY 2022 for the CCNC Grant. \$207,906
- Finance – Budget Robertson Family Foundation Grant awarded to Cooperative Extension in support of the 4-H Electric Program. \$1,700

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

5. CONSIDER APPROVAL OF BOARD APPOINTMENTS **TOWN OF FAITH ZONING BOARD OF ADJUSTMENT**

Jordan Waller applied to fill a vacancy on this Board. The Faith Board of Aldermen support the appointment and if approved, the term would be through July 31, 2023.

Commissioner Pierce moved to appoint Jordan Waller. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

HEALTH BOARD

Carla Rose was appointed on September 8, 2020 as a member of the general public to fill the Optometrist seat, which had been vacant for a long period of time.

North Carolina General Statute § 130A-35(c) states that "When a representative of the general public is appointed due to the unavailability of a licensed physician, a licensed dentist, a resident licensed optometrist or a nonresident licensed optometrist...., that member shall serve only until a licensed physician, a licensed dentist, a licensed resident or nonresident optometrist,..... becomes available for appointment".

Dr. Melanie Jade Dombrowski has applied for the Optometrist seat currently held by Ms. Rose.

In accordance with the Statute referenced above, the Board is asked to officially remove Ms. Rose and appoint Dr. Dombrowski to the Optometrist seat. The remainder of the term for this seat is set to expire on December 31, 2021, at which time Dr. Dombrowski would be eligible for reappointment.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to remove Carla Rose and appoint Dr. Melanie Jade Dombrowski to the Optometrist seat passed unanimously.

JUVENILE CRIME PREVENTION COUNCIL

There are several vacant seats open to the General Public and both Ashley Honbarrier and Rebecca Saleeby have applied. If these applicants are approved, their terms would expire June 30, 2023.

Commissioner Pierce moved, Commissioner Klusman seconded and the motion to appoint Ashley Honbarrier and Rebecca Saleeby passed unanimously (4-0).

LOCAL EMERGENCY PLANNING COMMITTEE

There are two (2) vacant Public Safety seats and both Jeffrey Nash and Jason R. Fox applied. There are no term limits for these appointments.

Commissioner Pierce moved the appointment of Jeffrey Nash and Jason Fox. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

ROWAN TRANSIT SYSTEM ADVISORY COMMITTEE

Beth Barton Huber is the Executive Director for Trinity Living Center and she has applied to fill the vacant seat for this agency. There are no term limits for this seat.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to appoint Beth Huber carried unanimously.

6. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 3:11 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this 30th day of September, 2021 ("Effective Date") between Rowan County, North Carolina ("County") and C&R Millwork & Lumber ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.
2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.
3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.
4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County

waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

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

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by

the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement 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 Agreement 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.

11. Severance Clause. If any part of this Agreement 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 Agreement will remain in full force and effect.

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

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

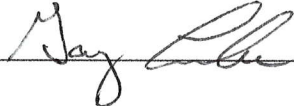
THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY:  9-30-2021

Name: Gary Curlee

Title: President C&R Millwork & Lumber

DRAFT

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

Provide Mechanical and Electrical Consulting Engineering services and Construction Administration Services as necessary to replace existing air-cooled chiller/condensing unit at Rowan Public Library.

B. Term of the Agreement.

This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

C. Payment to the Provider. (Check the provision that applies.)

The County shall pay the Provider a total of \$40,445.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability

- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

E. Contact Information.

THE COUNTY

AARON CHURCH,
COUNTY MANAGER
130 West Innes Street
Salisbury, NC 28144
aaron.church@rowancountync.gov
Telephone: 704-216-8180

THE PROVIDER

C&R Millwork & Lumber
294 Zion Church Road
PO Box 168
Gold Hill, NC 28071
garyfcurllee@gmail.com
704-239-1093

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: *Gary Curlee* 9-30-2021

Name: Gary Curlee

Title: President

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

(Signature of County Finance Officer)

Proposal

C&R Millwork and Lumber

294 Zion Church Road ■ P.O. Box 168 ■ Gold Hill, NC 28071

For: Kerr Mill/ Water wheel replacement (Sloan park, Salisbury NC)

Proposal Submit to: Mr. David Sifford

130 West Innes st. Salisbury NC 28144

Date: 9/29/2021

We hereby submit specifications and estimates for

- Replacement/ duplicate the existing water wheel at the kerr mill
- Remove wheel and iron hub weld spokes as needed or necessary. Prime and paint metal
- Bearings appear fine no repairs in quote will be addressed in necessary
- Wood will be 1" thickness and 2" wood spokes will be 4"x6" materials will be oak and cypress
- All new hardware will be weather resistant
- We will also replace side boards on sluice
- New galvanized metal bottom on small missing sections at outside corner to building
- Cypress, air dried, oak, galvanized, sand blasted, new sides on trough, new trough
- We will carry away all debris after work is completed.

We propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of forty thousand, four hundred forty five and 0/100 dollars. (\$40,445.00)

Payment to be made as follows.

To be determined.

-New galvanized

-Cypress

-Oak

We propose hereby to

specify

Please let us know if you have any questions. Thank you.

Respectfully,

Phonel: 704-239-1093 Email: garyfcurllee@gmail.com

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Anna Bumgarner, Director of Purchasing/Contract Administration

Re: Approval of Contract with C&R Millwork and Lumber for Kerr Mill Water Wheel
Replacement with a Budget Amendment

Date: September 30, 2021

Rowan County received bids for the replacement and repairs needed at the Kerr Mill Water Wheel at Sloan Park. Sam Collins with S.E. Collins Consulting Engineers managed this bid process for the County. Only one bid was received from C&R Millwork and Lumber for \$40,445. This project was previously bid on May 17, 2021. This project was not part of the FY22 budget so a budget amendment is required.

Attached is the received proposal and proposed contract from C&R Millwork and Lumber, certified bid tab from S.E. Collins, and needed budget amendment.

Recommendation: The Parks and Recreation and Purchasing Departments recommend that the Board of Commissioners allow the County Manager to enter into a contract with C&R Millwork and Lumber for the replacement and repairs of the Kerr Mill Water Wheel at Sloan Park at a cost not to exceed \$40,445.

And

Approve the attached budget amendment to allocate funds for this project.

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

Proposal

C&R Millwork and Lumber

294 Zion Church Road ■ P.O. Box 168 ■ Gold Hill, NC 28071

For: Kerr Mill/ Water wheel replacement (Sloan park, Salisbury NC)

Proposal Submit to: Mr. David Sifford

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We hereby submit specifications and estimates for

- Replacement/ duplicate the existing water wheel at the kerr mill
- Remove wheel and iron hub weld spokes as needed or necessary. Prime and paint metal
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- Wood will be 1" thickness and 2" wood spokes will be 4"x6" materials will be oak and cypress
- All new hardware will be weather resistant
- We will also replace side boards on sluice
- New galvanized metal bottom on small missing sections at outside corner to building
- Cypress, air dried, oak, galvanized, sand blasted, new sides on trough, new trough
- We will carry away all debris after work is completed.

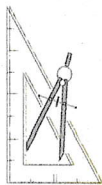
We propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of forty thousand, four hundred forty five and 0/100 dollars. (\$40,445.00)

Payment to be made as follows.

To be determined.

Please let us know if you have any questions. Thank you.

Phonel: 704-239-1093 Email: garyfcurllee@gmail.com



**S. E. COLLINS
CONSULTING
ENGINEERS**

1817 E. Innes St. – Suite 201
Salisbury, NC 28146
E-Mail: scollins@scollinseng.com
Tel: (704) 638-6337
Fax: (704) 638-6340

September 30, 2021

RE: Kerr Mill Park – Water Wheel Replacement Project, Rowan County, NC

Mrs. Anna Bumgarner,

Below are bid(s) received on September 29, 2021 for Rowan County – Kerr Mill Park – Water Wheel Replacement:

C&R Millwork and Lumber
Mr. Gary Curly
\$40,445.00

End of bids

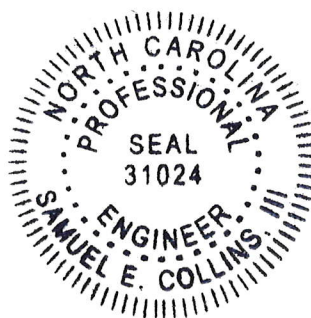
I certify that the above is a true and accurate tabulation of the bids received at the above referenced date.

This is the only bid submitted. This project has been bid 3 times. It is my recommendation Rowan County proceed with awarding this project to C&R Millwork and Lumber.

Please let me know if you have any questions.

Sincerely,

Sam E. Collins, III, PE
President
S.E. Collins, PA
Consulting Engineers



9/30/21

Proposal

C&R Millwork and Lumber

294 Zion Church Road ■ P.O. Box 168 ■ Gold Hill, NC 28071

For: Kerr Mill/ Water wheel replacement (Sloan park, Salisbury NC)

Proposal Submit to: Mr. David Sifford

130 West Innes st. Salisbury NC 28144

Date: 9/29/2021

We hereby submit specifications and estimates for

- Replacement/ duplicate the existing water wheel at the kerr mill
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- New galvanized metal bottom on small missing sections at outside corner to building
- Cypress, air dried, oak, galvanized, sand blasted, new sides on trough, new trough
- We will carry away all debris after work is completed.

We propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of forty thousand, four hundred forty five and 0/100 dollars. (\$40,445.00)

Payment to be made as follows.
To be determined.

 - 9-29-2021

Please let us know if you have any questions. Thank you.

Phonel: 704-239-1093 Email: garyfcurlee@gmail.com

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 SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS OCTOBER 13, 2021 – 9:00 AM

**PLEASE NOTE THE MEETING WAS HELD BY REMOTE PARTICIPATION FOR THE
BOARD OF COMMISSIONERS, STAFF AND THE PUBLIC**

.....

Commissioners Participating:

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 participating.

Chairman Edds convened the meeting at 9:03 a.m.

Chairman Edds led the Pledge of Allegiance.

Chaplain Michael Taylor provided the Invocation.

CONSIDER APPROVAL OF THE AGENDA

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

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. Autumn Jubilee Memo and Budget Amendments

2. ADJOURNMENT

There being no further business to come before the Board, Commissioner Greene moved to adjourn at 9:07 a.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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: Bob Pendergrass
DATE: 09/30/2021
SUBJECT: Donation of Rock and Artifact Display Items to Rowan Museum

Rowan Nature Center at Dan Nicholas Park has a collection of rocks and minerals and Native American artifacts (arrowheads) that were donated to the facility back in the 1970s. With changes made to the nature center facilities over time, there is no current potential to properly display this collection. Public has not had access to view these artifacts much in the more than 4 decades they have been in our possession. Staff has contacted Rowan Museum and they have expressed an interest in sharing these historical items with the public at their facility.

Current staff has no record of where the items came from and whether they came from one individual or more than one. When senior current staff member (Bob Pendergrass) came on board in 1995 the items were off display in storage. They were put back on display in the early 2000s by staff in a case in the educational building at the nature center. Not long after that the area was removed from general public visitation to office space and was later totally removed from public visitation for security purposes and accessible only to County card pass access. With changes made to our other building in 2007, there is no proper place to display these items for public viewing. Staff recommends donating these items to Rowan Museum so that the public can better gain the intended benefit that the previous owners obviously had of them being on public display for viewing here in Rowan County.

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: Valerie Steele, Airport & Transit Director
DATE: 9/30/2021
SUBJECT: FY22 Transit 5310 Rural State Grant Agreement

Agreement with the North Carolina Department of Transportation for FY22 5310 Rural State Grant. The application for this grant was approved by the BOC after a Public Hearing during the November 16, 2020 meeting.

Approve the agreement
Approve the County Manager to sign the agreement

ATTACHMENTS:

Description	Upload Date	Type
FY22 5310 Rural State Grant Agreement	9/30/2021	Exhibit

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH
DISABILITIES PROGRAM**

Federal Award Identification

Agreement Number:

NCDOT Project Number: **22-ED-037**

Application Number: **1000010183**

Approved Indirect Cost Rate: **NA**

FAIN Number(s):

CFDA Number: **20.513**

DUNS Number: **074494014**

Total Amount of Award
(Federal/State/Local): **\$265,000**

.....
Federal Funded Programs:

- | | |
|-------------------------------------|--|
| ☐ | 5303 Metropolitan Planning Grant |
| ☐ | 5307 Urbanized Area Formula Grant |
| ☒ | 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant |
| ☐ | 5311 Community Transportation Rural Formula Grant |
| ☐ | 5311 Appalachian Development Transit Assistance Grant |
| ☐ | 5311f Intercity Bus Grant |
| ☐ | 5316 Job Access Reverse Commute Grant |
| ☐ | 5317 New Freedom Grant |
| ☐ | 5339 Bus and Bus Facility Grant |



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 18, 2021

Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: FY22 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program
Project No. 22-ED-037
WBS Element No.: 51001.40.6.2 5310 Operating
Period of Performance: 07/01/2021 -06/30/2022

Dear Mr. Church:

On February 4, 2021, the Board of Transportation approved your organization's request for an FY22 Enhanced Mobility of Seniors & Individuals with Disabilities Grant in the amount of \$265,000. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: 919-707-2600
Fax: 919-733-1391
Customer Service: 1-877-368-4968

Website : www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **ROWAN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2021 to June 30, 2022**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. **Scope of Project. Rowan County will use 5310 Funds for Operating costs related to the enhanced mobility of senior and individuals with disabilities.**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. **Amendment.** Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (50%)	Operating State (0%)	Operating Local (50%)
51001.40.6.2	\$265,000	\$132,500	\$0	\$132,500
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$265,000	\$132,500	\$0	\$132,500

6. Project Expenditures, Payments, and Reimbursement

- a. **General.** The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. **Reimbursement Procedures.** The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
- ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
- iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
 - i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The

Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof),

the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Aaron Church
Title: County Manager
Agency: Rowan County
Address: 130 West Innes St, Salisbury, NC 28144
Email: Aaron.Church@rowancountync.gov
Phone: 704-216-8185

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

ROWAN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID

NUMBER:

56-6000336

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2022

BY:

TITLE:

COUNTY MANAGER

ATTEST:

TITLE:

Finance Director

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST:

TITLE:

Attachment

Certification Regarding Lobbying

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: County Manager

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION

PROJECT NUMBER: 22-ED-037

APPROVED BUDGET SUMMARY

EFFECTIVE DATE 7/1/2021

PROJECT SPONSOR: ROWAN COUNTY

PROJECT DESCRIPTION: FY22 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 5312 OPERATING- 51001.40.6.2 \$265,000
PERIOD OF PERFORMANCE JULY 01, 2021 - JUNE 30, 2022

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
OPERATING	51001.40.6.2	100%	50%	0%	50%
AGREEMENT #		\$265,000	\$132,500	\$0	\$132,500
TOTAL		\$265,000	\$132,500	\$0	\$132,500

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 22-ED-037
SPONSOR: ROWAN COUNTY
WBS: 51001.40.6.2

<u>DEPARTMENT 5312 - OPERATING I</u>		
<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
G313	Trans Clients/Oth.	265,000
TOTAL OPERATING		\$ 265,000

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5310
Enhanced Mobility for Seniors
and Individuals with Disabilities

FEDERAL

Operating, Capital

PRINCIPLE	This guidance is for all subrecipients receiving capital, or operating assistance to support public transportation that is specifically planned to meet the needs of senior citizens (age 65 or older) and/or individuals with disabilities.
ELIGIBLE SUBRECIPIENTS and ACTIVIES	States or local government authorities, private non-profit organizations, or operators of public transportation. Eligibility and eligibility requirements are discussed in PTD's procedures and the annual call for projects.
ELIGIBLE SERVICE and SERVICE AREA	The Section 5310 program covers both the urban and rural areas of a county. The projects developed under this program must be designed to meet the needs of seniors and individuals with disabilities. Capital projects include purchasing lift-equipped vehicles, mobility management programs, or purchase of transportation services. <u>Traditional Section 5310 project examples include:</u> buses and vans wheelchair lifts, ramps, and securement devices transit-related information technology systems, including scheduling/routing/one-call systems mobility management programs acquisition of transportation services under a contract, lease, or other arrangement **Nonprofit organizations are only eligible to purchase transportation services from the designated 5311 subrecipient. Operating assistance for Community Transportation systems may be provided if the capital needs are met in the competitive call for projects. PTD defines the eligible services and organizations in the annual call for projects. <u>Nontraditional Section 5310 project examples include:</u> travel training volunteer driver programs building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features improving signage, or way-finding technology purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs mobility management programs
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients should have sufficient funds to operate and maintain the NCDOT funded program for at least 3 months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS	Subrecipients that expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit

PROGRAM SUMMARY SHEET REQUIREMENTS

and FINANCIAL STATEMENTS	required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.
MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are required to be entered in Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
INCIDENTAL USE	Incidental use of FTA-funded assets requires prior FTA approval. PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Vehicles and equipment purchased with state and federal transit funds are based on use for public transportation. FTA and PTD allow incidental use of vehicles and equipment under the following conditions: the incidental use does not interfere with the public transit services for which it was originally obtained; incidental use must cover the cost for the use; incidental use may include meal and parcel delivery; and the incidental use does not exceed 20 percent of the total use of a vehicle.
PROGRAM REPORTING	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u> Non-profit organizations must submit a quarterly report regardless if they are submitting a claim for reimbursement.
OVERSIGHT	Oversight is performed through annual on-site site visits and desk reviews, proficiency reviews, system safety program reviews and reviews triggered as areas of concern.
OTHER REQUIREMENTS	Matching funds percentage can be found in the State Management Plan and in the program overview. All projects must be included in a locally developed, coordinated public transit human service transportation plan.
REFERENCES	Section 5310 Circular - C 9070.1G NCPTD 5310 Program Overview Third Party Contracting Guidance 4220.1F Award Management Requirements 5010.1E OMB's Uniform Administrative Requirements 2 CFR 200 NC Public Transportation Business Guide 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients State Management Plan
UPDATES/REVISIONS	Original Date: April 10, 2017 Last Amended Date:

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: Micah Ennis, Director
DATE: 10/1/2021
SUBJECT: 1st United Church of Christ Foundation Award

Rowan County DSS and Rowan One Church One Child seek permission to accept the 1st United Church of Christ Foundation Award.

ATTACHMENTS:

Description	Upload Date	Type
1st United Church of Christ Award	10/1/2021	Cover Memo

From: Julie Hlavacek <julie.hlavacek@gcsagents.com>
Sent: Wednesday, September 29, 2021 10:05 AM
To: Beaver, Donna I <Donna.Beaver@rowancountync.gov>
Subject: FW: 1st United Church of Christ Foundation award

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

**FIRST UNITED CHURCH OF CHRIST
FOUNDATION
207 WEST HORAH STREET
SALISBURY, NC 28144
704-633-2723**

Date: September 29, 2021

Attn: Donna Beaver

Re: 2021 Awards service and Recognition – Rowan One Church One Child Ministry

On behalf of the First UCC congregation, our Foundation is pleased to award \$2,800 part of our annual disbursements. Congratulations!

We will recognize the recipients at our 11:00am service on November 14th and have a reception/lunch immediately following outside. Please let Sue (office@1stucc.org) or myself know who will be accepting the award on your behalf. As we have done in the past, Foundation For The Carolinas will electronically send your organization the money. Your organization's name will be recognized in all our social media outlets. We will NOT have an in-person, church service recognition this year.

Please contact Sue Legendre at office@1stucc.org with any questions or acknowledgements.

This award is specific to your application and serves God and humanity. Again, congratulations and we look forward to hearing more about your fine work.

Feel free to post or share this award to your organization's network.

Sincerely,



Greg Alcorn, Chairman
Carolyn Cline
Robert Propst
Lynn Bernhardt
Dan Dagenhart
Sarah Schiemann
Jeff Smith, Council President '20

Pastor Carol Hallman, ex officio

Julie Glover Hlavacek



118B S. Main Street

Salisbury, NC 28144

P: 704-647-9621

F: 704-647-9792

E: Julie.hlavacek@gcsagents.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: Allen Cress
DATE: October 5, 2021
SUBJECT: Ambulance Franchise

NuCare Ambulance service has a franchise with the County until 2022. To my knowledge they are no longer in business. They gave notice of 5 days before they stopped providing their services. I would like for you to terminate the franchise.

approve

ATTACHMENTS:

Description	Upload Date	Type
Franchise Termination	10/5/2021	Cover Memo



Be an original.

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

10/5/2021

Commissioners,

Please terminate the ambulance franchise with NuCare Ambulance Service. I know they are no longer operating in Rowan County and to the best of my knowledge are no longer in business.

Thank you,

A handwritten signature in black ink, appearing to read "Allen Cress".

Allen Cress

Chief

Rowan County Emergency Services

EM, EMS and Fire Divisions

2727 Old Concord Rd

9-1-1 Division

1090 Corporate Center Dr

Salisbury, NC 28146

(W) 704-216-8510

(C) 704-239-5267

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 5, 2021
SUBJECT: Kannapolis Debt

See packet of background information and a one page Satisfaction of Deed of Trust document from the Town of Kannapolis for Rowan County signature. The BOC approved both a development agreement and an amendment to the development agreement that called for Rowan County to terminate the deed of trust securing stadium debt owed to the County AND forgiving stadium debt upon completion of a new waterline to serve the southern area of the County. The Amendment keeps the debt in place until completion of the project, but requires the County to terminate the deed of trust so that Kannapolis can sell the property free of the lien created by the deed of trust.

While all of this was contemplated upon the approval of the Amendment, and the conditions have been met by Kannapolis, it would be prudent to place this on the October 18, 2021 BOC Consent Agenda for approval to sign the Satisfaction.

Once signed and notarized, I will go record and send to Wally Safrit, attorney for Kannapolis. Wally did a great job in providing the back up information, including his town board's budget amendment for the water project and Notice to Proceed issued for the project, as well as the underlying agreements that support the termination of the deed of trust.

ATTACHMENTS:

Description	Upload Date	Type
Letter	10/5/2021	Cover Memo
First Amendment to Interlocal Agreement	10/5/2021	Cover Memo
Agreement of Purchase and Sale of Real Property	10/5/2021	Cover Memo
Ordinance Amending Budget	10/5/2021	Cover Memo
Capital Project Ordinance for Kannapolis		

Crossing Infrastructure	10/5/2021	Cover Memo
Extracts from City of Kannapolis Minutes	10/5/2021	Cover Memo
Notices to Proceed	10/5/2021	Cover Memo



September 10, 2021

John W. Dees, II
County Attorney
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

Re: Release of Security Instrument
Kannapolis Deed of Trust

Hi Jay:

I trust you recall our discussions about the Release of the deed of trust encumbering the old baseball stadium. The Release is necessary for clear title for a pending sale of the stadium property for a commercial/industrial project. I understand the Release was approved by the Board of Commissioners resulting in the enclosed First Amendment to Interlocal Agreement on August 30.

As stated in the First Amendment the following events were to be documented as precursors to the Release. I have enclosed copies of that documentation as follows:

- (1) Purchase Agreement for sale of the Stadium Property.
 - (a) Agreement for Purchase and Sale.
- (2) Budget Ordinance for the Infrastructure Extension Project.
 - (a) Ordinance 2021-15 for Administrative costs.
 - (b) Ordinance 2021-17 for Engineering, Survey, Water and Sewer funds.
 - (c) Resolution 2021-32 approval of Revenue Bonds for the project.
- (3) Initiation of Construction.
 - (a) Notice to Proceed – Water
 - (b) Notice to Proceed – Sewer

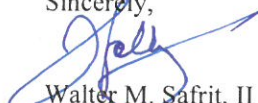
The infrastructure projects are well underway and anticipated to be completed by May, 2022.

The proposed Release is enclosed. If you approve, please submit it to the appropriate parties for execution. If you will return it to me, I will have it recorded.

Thank you for your help getting this Release completed. If you need additional information, please call.

Best regards.

Sincerely,



Walter M. Safrit, II
City Attorney

WMS/bb
Enclosures

Drawn by and return to Walter M. Safrit, II, City Attorney, City of Kannapolis, 401 Laureate Way,
Kannapolis North Carolina

SATISFACTION OF SECURITY INSTRUMENT

(G.S. 45-36.10; G.S. 45-37(a)(7))

The undersigned is now the secured creditor in the security instrument identified as follows:

Type of Security Instrument: Deed of Trust

Original Grantor(s): City of Kannapolis, North Carolina

Original Secured Party(ies): County of Rowan, North Carolina

Recording Data: The Deed of Trust is recorded in Book 1192 at Page 508 in the office of the Register of
Deeds for Rowan County, North Carolina.

This Satisfaction terminates the effectiveness of the Deed of Trust but does not extinguish the underlying
promissory note obligation secured by the instrument.

Date: _____

Rowan County, North Carolina

By: _____
its _____

State of North Carolina
County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that
_____ personally came before me this day and acknowledged that he is the
_____ of Rowan County, North Carolina, a body politic created under the laws of the State of
North Carolina, and that by authority duly given and as the act of such entity he signed the foregoing
instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

[Notarial Seal]

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this the 30th day of August, 2021, between the City of Kannapolis, North Carolina, a municipal corporation created and existing under the laws of the State of North Carolina (the "City") and the County of Rowan, North Carolina (the "County"), a political subdivision created and existing under the laws of the State of North Carolina.

WITNESSETH:

WHEREAS, the Parties hereto entered into an Interlocal Agreement (the "Agreement") dated the 10th day of May, 2019, relating to the Old Beatty Ford Interchange Project; and

WHEREAS, the Parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE AND IN CONSIDERATION of the premises contained herein, the Parties hereby agree as follows:

1. Article II, "County Contributions and Responsibilities", Section 2.3 "Release of City Debt Obligations" is deleted in its entirety and replaced by the following:

"Section 2.3 Release of City Debt Obligations. As additional consideration for this agreement and to further support the Infrastructure Extension Project, Rowan County will release the City from its remaining debt obligations described in Section 2.1 of the Stadium Property Transfer Agreement (the "Stadium Debt Release"). The Stadium Debt release shall be executed and recorded upon delivery of an executed copy of the Engineer of Record Certificate of Project Completion for the Infrastructure Extension, subject however, to the provisions of Section 2.4 hereinafter. It is further provided that Rowan will execute a Satisfaction of Security Instrument ("Satisfaction") at the request of City upon occurrence of the following events:

- (a) City enters into a Purchase and Sale Agreement with a third party for the sale of the Stadium Property; and
- (b) City adopts Budget Ordinance for the Infrastructure Extension Project and initiates construction by execution of construction contracts.

The Satisfaction will expressly provide that the underlying promissory note obligation is not extinguished."

2. Except as specifically provided herein, the remaining portions of the Agreement shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Interlocal Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF KANNAPOLIS, NORTH CAROLINA



[SEAL]

By: _____

Michael B. Legg
Michael B. Legg, City Manager

Attest: _____

Bridgette Bell
Bridgette Bell, MMC, NCCMC
City Clerk

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

Africa Otis 8/26/2024
Africa Otis
Finance Director
City of Kannapolis, North Carolina

[SIGNATURE PAGE TO THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN CITY OF KANNAPOLIS AND COUNTY OF ROWAN, NORTH CAROLINA]

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

ROWAN COUNTY, NORTH CAROLINA

By:   08/30/2021
Aaron Church, County Manager

Attest:  08/31/2021
Clerk to the Board of Commissioners

[SEAL]

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


Jim Hovenden (Aug 30, 2021 14:29 EDT)
Finance Office
County of Rowan, North Carolina

08/30/2021

[SIGNATURE PAGE TO THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN CITY OF KANNAPOLIS AND COUNTY OF ROWAN, NORTH CAROLINA]

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

AGREEMENT OF PURCHASE AND SALE
OF REAL PROPERTY
(Lakeshore Corporate Park)

THIS AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is made and entered as of this the 2nd day of June, 2021 (such date shall be the latter of the dates that Purchaser and Seller shall execute this Agreement, and shall be referenced herein as the "Effective Date"), by and between LAKESHORE CORPORATE PARK, LLC, a North Carolina limited liability company ("Purchaser") and CITY OF KANNAPOLIS, a North Carolina municipal corporation ("Seller").

RECITALS

A. Seller is empowered pursuant to the terms of North Carolina General Statute Section 158-7.1, as amended (the "Act"), to acquire, assemble, hold for resale, and/or convey real property, interests in real property or options for interests in real property, subject to the terms and conditions of said statute, so long as the purpose of such acquisition, assembly, and conveyance, in the discretion of the City Council of the City of Kannapolis (the "City"), shall be to increase the population, taxable property and business prospects of the City.

B. Purchaser has explored the possibility of constructing new facilities and improvements in the City which would significantly increase taxable property in the City and which will result in the creation of permanent jobs that pay above the median average wage in Rowan County, as computed by the Department of Commerce, Division of Employment Security, for the most recent period for which data is available. For purposes of this Contract, the term "permanent jobs" shall mean non-temporary, non-construction jobs.

C. Seller is the record owner of certain real property (the "Property"), consisting of approximately 55.68 acres more or less, as described more particularly on Exhibit "A", attached hereto and by this reference made a part hereof, located in the City of Kannapolis, Rowan County, North Carolina being designated as Rowan Tax Map Parcel 145-023.

D. Seller has determined that it is in the best interests of Seller and its citizens that the Property should be sold to the Purchaser for the purpose of the Purchaser establishing the proposed new facilities and improvements.

F. Subject to and in accordance with the conditions and provisions set forth in this Agreement, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Sale of Property.

1.1 Sale of Property. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property in accordance with the terms of this Agreement. Provided, however, the Property shall not include the personal property or fixtures as stated in Exhibit "B" (the "Personal Property"). Seller shall, at its sole cost, remove the Personal Property from the Property prior to Closing, and Purchaser shall use its best efforts to cooperate with Seller in the removal of the Personal Property.

2. Purchase Price. The purchase price to be paid by Purchaser to Seller for the Property (the "Purchase Price") shall be Three Million and No/100 Dollars (\$3,000,000.00). The Purchase Price shall be payable as follows:

2.1 Escrow Deposit. Within two (2) business days after the Effective Date, Purchaser shall deliver to the Charlotte, North Carolina office of Investors Title Insurance Company ("Escrow Agent"), in escrow, as a deposit on account of the Purchase Price, a check in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "Escrow Deposit"). All interest earned on the Escrow Deposit shall be paid to the party hereto who shall receive the Escrow Deposit under the terms of this Agreement, and, to facilitate the obligations of Escrow Agent with respect thereto, the employer identification number of Purchaser is _____ and the employer identification number of Seller is 56-1452469. If Purchaser has not theretofore terminated this Agreement, the Escrow Deposit shall become nonrefundable to Purchaser at the end of the Inspection Period (as defined below); provided however, that the Escrow Deposit shall be refundable to Purchaser at any time prior to Closing if: (i) Seller shall default in its obligations under this Agreement; (ii) Purchaser terminates this Agreement pursuant to the right to terminate set forth in Section 4.3 herein; (iii) pursuant to the terms of Section 5 herein; (iv) the Conditions Precedent are not satisfied pursuant to Section 6 herein; or (v) pursuant to the terms of Section 7.6 herein. At the Closing, the Escrow Deposit and all interest earned thereon shall be paid to Seller and shall be applied to the Purchase Price. If Purchaser does not deliver the Escrow Deposit to Escrow Agent prior to the end of the Inspection Period, then this Agreement shall automatically terminate without further action of either party and, except for the indemnity set forth in Sections 4 and 7.4, neither party shall have any claim against the other under this Agreement.

2.2 Payment of Balance of Purchase Price. At Closing, Purchaser shall pay Seller the balance of the Purchase Price (after application of the Escrow Deposit), less all prorations, credits and adjustments, as herein provided, by wire transfer or by other good, immediately available funds in U.S. currency.

3. Closing; Closing Date. The closing of this transaction (the "Closing") shall take place in North Carolina at a location that is mutually satisfactory to Seller and Purchaser on or before the date that is thirty (30) days after the end of the Inspection Period. The date on which Closing occurs is referenced herein as the "Closing Date."

4. Inspection Period.

4.1 Reports. Not later than five (5) days after the Effective Date, Seller shall deliver to Purchaser copies of the following that pertain to the Property and are reasonably in the possession or control of Seller: (i) all title insurance policies (together with exceptions noted therein), (ii) any and all surveys, (iii) any and all soils reports, (iv) any and all environmental site assessments (including any Phase Is or Phase IIs), (v) any and all leases, contracts and/or other agreements affecting the all or any portion of Property, (vi) any appraisals and traffic studies prepared with respect to the Property, (vi) any and all site plans and/or engineering plans for all or any portion of the Property, including without limitation those related to sewer, grading, storm water and landscaping, (vii) any and all inspection reports (structural, mechanical, engineering, environmental, soils, geotechnical, etc.), documents, maps, notices and correspondence concerning all or any portion the Property, (viii) any and all zoning documentation and other permits and approvals for the Property, and (ix) any and all other documents, drawings, maps, reports and/or materials concerning all or any portion of the Property that Purchaser shall reasonably request.

4.2 Survey. Promptly after the Effective Date, and at its sole cost and expense (except as provided below), Purchaser shall order from a reputable surveyor, licensed in the State of North Carolina, a survey (the "Survey") of the Property and, promptly upon receipt thereof, deliver a copy of the Survey to Seller.

4.3 Inspections. During the period from and including the Effective Date and through and including the date that is one hundred eighty (180) days after the Effective Date (the "Inspection Period"), in order to perform such examinations and tests, including without limitation, structural, mechanical, wetlands, environmental and soil tests (including Phase I and/or Phase II environmental site assessment tests), as Purchaser may deem appropriate, and to determine the feasibility of the applicable portion of the Property for Purchaser's intended use. Purchaser agrees to indemnify and hold harmless Seller from any loss, cost, expense or liability incurred or sustained by the claim of any person made by reason of Purchaser's activities as permitted pursuant in this Section 4. If Purchaser determines that the Property is unacceptable to Purchaser, as determined by Purchaser in its sole discretion, Purchaser may terminate this Agreement by delivery of written notice of such termination to Seller prior to the expiration of the Inspection Period. Upon such termination by Purchaser, any portion of the Escrow Deposit that has theretofore been paid to Escrow Agent shall be returned to Purchaser and thereafter, except for the indemnity set forth in this Sections 4 and 7.4 (which shall survive such termination), neither party hereto shall have a claim against the other under this Agreement.

5. Condemnation. If prior to Closing, any material portion of the Property is subjected to actual or threatened condemnation or eminent domain proceedings, Seller will promptly notify Purchaser of such event, and Purchaser shall have the option to: (i) terminate this Agreement, in which event, Escrow Agent shall return to Purchaser so much of the Escrow Deposit as has theretofore been paid to Escrow Agent and thereupon (except for the indemnity set forth in Sections 4 and 7.4) this Agreement shall terminate and be without further force and effect; or (ii) proceed to Closing, in which event Seller shall either pay to, or assign to, Purchaser at Closing all of the proceeds or any right thereto from any such condemnation, if any.

6. Conditions Precedent to Closings.

6.1 Closing of the Property. The obligation of Purchaser to close this Agreement with respect to the Property shall be subject to the fulfillment of the following conditions precedent, all of which must be satisfactory to or waived by Purchaser (in its sole discretion) at or before Closing, and the failure of which, without affecting Purchaser's other rights under this Agreement or at law or in equity, shall entitle Purchaser to receive the Escrow Deposit, if the same has been paid to Escrow Agent. Seller covenants and agrees that Seller shall undertake no action, and Seller shall not omit to take any action, for the period from and after the Effective Date and to the Closing which adversely affects any such condition as it exists as of the Effective Date. The conditions are as follows:

6.1.1 Zoning. The Property must be zoned to a classification which shall permit Purchaser's intended construction of Purchaser Improvements, as described in Section 8.2.6 (as defined and further described in Section 8.2.6 herein) for the development of a corporate park ("Lakeshore Corporate Park") designed to attract users such as advanced manufacturing, light manufacturing, assembly, distribution and logistics users (the "Property Intended Use").

6.1.2 Condition of Title. Title to the Property shall be in such a condition as is consistent with the requirements of Section 7.6 hereof.

6.1.3 Access. The Property shall have direct access to the public rights of way known as Lane Street and Moose Road. Such access must be adequate in Purchaser's sole and exclusive discretion for the Property Intended Use. The parties hereto acknowledge that a portion of Stadium Drive is located upon an access easement granted to Seller by the City of Concord as the fee owner of the real property on which it is located. In order to establish a permanent public access to the Property, prior to Closing, Seller shall obtain from Concord (the "Concord Property") a fee interest in the current roadway (Stadium Drive) or a permanent access easement which would permit the construction of a public street in accordance with the street standards, upgrades and configuration stated in Section 7.1.3 hereinafter.

6.1.4 Hazardous Substances and Materials. The Property shall be free of all hazardous substances, hazardous materials, toxic substances, hazardous waste, surface or subterranean hazardous or other waste storage tanks, drums or containers, or other similar matters which may adversely affect the marketability of the Property.

6.1.5 Exclusive Possession. The Property shall be free of all tenants and occupants and Seller shall deliver exclusive possession thereof to Purchaser upon the Closing.

6.1.6 Utilities. The Property shall be served by public water and sanitary sewer service, and service for electricity shall be available to the Property from adjacent public rights-of-way. All utility or service extensions are the responsibility of Purchaser.

7. Closing Mechanics. Should all conditions set forth in Section 6.1 either be met or be waived by Purchaser, the following provisions shall govern the Closing of the Property:

7.1 Seller's Obligations. At or prior to Closing, Seller shall comply with the following obligations:

7.1.1 Delivery of Deed. At Closing, Seller shall deliver to Purchaser or its designee a good and sufficient special warranty deed (the "Deed") for the Property in form for recording, executed and acknowledged by Seller, so as to convey to Purchaser fee simple, Clear Title (as defined in Section 7.6 hereof) to the Property. Seller, as a government entity is exempt from the payment of the State excise tax pursuant to N.C.G.S. Section 105-228.28.

7.1.2 Delivery of Lien Waiver Affidavit. At Closing, Seller shall deliver to Purchaser a standard owner's or lien waiver affidavit (including provisions stating that there are no parties in possession of the Property under unrecorded leases) sufficient for Purchaser to obtain title insurance for the Property free from all but the Permitted Exceptions.

7.1.3 Stadium Drive Improvements. Purchaser shall have the following Stadium Drive improvements obligations (the "Road Improvements"):

(a) Road Improvements Design; Costs. Purchaser shall, at its cost and, subject to partial reimbursement as set forth herein, provide engineering design plans for the extension of Stadium Drive generally along the existing access easement at Lane Street and extended to Moose Road. Within ninety (90) days following execution of this Agreement, Purchaser shall cause preliminary plans and specifications (the "Preliminary Plans") to be completed for the Road Improvements and water main installation, including those plans customarily accepted for such a project that may include location, design, site plans, landscaping, grading, and drainage as certified by the project engineer. Purchaser shall provide copies of the Preliminary Plans to City for review and comment. Purchaser will also provide a proposed budget for the Project (the "Project Budget"). Once Purchaser has received final comments and approval of the Preliminary Plans and Project Budget from City, and all jurisdictions with authority have given approval, the Preliminary Plans (as may be revised) shall become the final plans (the "Final Plans") for the construction of the Road Improvements. In the event City does not give approval, then the City may have the Road Improvements, or any portion thereof, redesigned at the City's cost, including all additional costs resulting from such redesign including but not limited to additional easement acquisition cost. The proposed Stadium Drive Overlay Drive is shown on Exhibit "D", attached hereto and incorporated herein by reference.

(b) Construction. Upon approval of the Final Plans (including the recordation of all easements required), Purchaser, at its sole cost and expense, except as provided hereinafter, shall furnish or cause to be furnished all labor, materials, equipment, tools and services necessary to construct to completion the Road Improvements in accordance with the Modified City Street Construction Standards (defined below), the Final Plans, all state and local laws and regulations and this Agreement. Purchaser shall proceed diligently and continuously with such construction until the Road Improvements have been completed and approved by all governmental entities with jurisdiction.

(c) Permits. Purchaser will complete any required permit applications for the Road Improvements including payment of permit fees, which shall be included in the cost of the Road Improvements.

(d) Erosion Control. Purchaser shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, G.S. 113A-50, et seq., and obtaining those permits required thereby in order to construct the Road Improvements.

(e) City Inspection. The installation of the Road Improvements shall be subject to the inspection and supervision of City during construction. Connection to City system shall not be permanently made or maintained until the Road Improvements shall have been tested under the supervision of City and the written approval and final acceptance of such installation has been given by the City Engineer.

(f) Construction Completion. Construction of the Road Improvements shall be completed no later than twenty-four (24) months after Closing (the "Road Completion Date").

(g) Seller Reimbursements. Seller agrees to reimburse Purchaser for reasonable and customary costs incurred by Purchaser for the following Road Improvements not to exceed in the aggregate Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (1) patching and paving the portion of Stadium Drive which runs from Lane Street to the southern boundary of the Property; (2) widening of the Lane Street entrance sufficiently to accommodate a third lane so that the entrance on Lane Street will have two exit lanes and one entrance lane; (3) costs and fees incurred to acquire any additional property from the City of Concord or other third parties needed for the Road Improvements; and (4) costs associated with moving existing utilities, including but not limited to fire hydrants, to make way for the Road Improvements, provided, however, Seller shall not be responsible for the costs associated with installing a water main along the roadway. Seller shall be responsible for soliciting consent from the City of Concord for the acquisition of additional property for the Road Improvements prior to Closing.

(h) Modified Street Construction Standards. Purchaser shall complete the Stadium Road improvements upon the Concord Property including the additional property described in Section 7.1.3(g) meeting the following standards (collectively, the "Modified City Street Construction Standards"):

(1) Patch any existing failures in the existing roadway as directed by the City of Kannapolis inspector on site during the patching. (2) Apply Asphalt Surface Treatment to the existing roadway to slow the progression of the existing cracks in the asphalt pavement. (3) Overlay the existing roadway with 2.5" I19.0C asphalt. (4) Widen both sides of the roadway 2 feet wide with 4" B25.0C asphalt. (5) Overlay the roadway (including new 2 ft widening on both sides) with 2" S9.5C asphalt. (6) Grade shoulders and ditches as directed by the City of Kannapolis inspector. The Pavement Schedule is attached hereto as Exhibit "E" and incorporated herein by reference as part of this Agreement.

(i) Donation and Dedication of Road Improvements. Within thirty (30) days after the Road Completion Date: (1) the Road Improvements shall be transferred to the Seller

by Purchaser; (2) the Road Improvements shall become the sole and exclusive property of Seller, and (3) the Seller, shall thereafter repair and maintain the same at all times thereafter, except for defects in workmanship or materials in the Road Improvements, or as a result of noncompliance with the Final Plans appearing within one (1) year after such acceptance, which shall be the responsibility of Purchaser or by and through its contractor. Purchaser shall execute such documents as are reasonably necessary to transfer title to the Road Improvements to the Seller. Within thirty (30) days after the transfer, Seller shall dedicate Stadium Drive (or such new name as has been assigned to the roadway) as a City street for public use.

7.1.4 Other Documents. At Closing, Seller shall execute and deliver to Purchaser such other documents as may reasonably be required by Purchaser or Purchaser's lender or Purchaser's title insurer, including, without limitation, a nonforeign status affidavit sufficient to comply with Section 1445 of the United States Internal Revenue Code.

7.2 Adjustments. Real estate taxes that may be applicable to the Property, shall be prorated on a calendar year basis as of the Closing Date.

7.3 Costs. Costs of preparation of the Deed shall be paid by Seller at Closing (subject to Purchaser obtaining the Survey as set forth above). Costs of examination of title, title insurance, settlement charges, notary fees, all recording charges and other ordinary and usual expenses of closing shall be paid by Purchaser at Closing. Seller and Purchaser shall each pay their respective attorneys' fees.

7.4 Brokers. Seller and Purchaser represent to each other that neither party has engaged the services of a real estate broker in negotiating or consummating the closing of the conveyance of the Property, and each party hereby indemnifies and holds the other harmless from and against any claims for commissions together with any costs and reasonable attorney's fees incurred by such party in defending against such claims, resulting from any breach of the representations set forth herein. The foregoing indemnities shall survive the Closing of the Property. If either party hereto engages the services of any other broker, then the party engaging such broker agrees to pay such broker and any party engaging a broker shall indemnify and hold the other party harmless from claims for commissions (together with all costs and expenses incurred by such party in defending against such claims) made by, through or under any such broker.

7.5 Obligations of Purchaser at Closing.

7.5.1 Payment of Purchase Price. At Closing, and in accordance with the requirements of Section 3 hereof, Purchaser shall pay or deliver, or shall cause its designee or assignee to pay or deliver to Seller against delivery of the Deed and other documents required under Section 7.1, the Purchase Price (less the Escrow Deposit) in consideration for the purchase and conveyance of the Property to Purchaser or its designee or assignee.

7.5.2 Other Documents. At Closing, Purchaser shall execute and deliver to Seller such other documents as may reasonably be required by Seller.

7.6 Title. During the Inspection Period, Purchaser shall obtain a preliminary title commitment (the "Title Commitment") for the Property (along with legible copies of all documents creating exceptions thereunder), and Purchaser shall promptly examine the Title Commitment and documents relating thereto and promptly provide Seller a copy thereof. No later than the expiration date of the Inspection Period, Purchaser shall provide written notice to Seller (the "Title Defect Notice") of any defects in the title to the Property reflected on either the Survey or the Title Commitment to which Purchaser objects; provided, however, that Purchaser shall have no obligation to object to defects relating to: (a) deeds of trust, mechanics' liens, judgments or any other defects caused or created by Seller which may be cured by the application of money (collectively, "Lien Defects"); or (b) parties in possession of any portion of the Property, whether or not such possession is evidenced by a recorded or unrecorded lease (the "Possessory Defects"). It is the intention of the parties that Lien Defects and Possessory Defects shall automatically qualify as objections to title to the Property, and Purchaser shall be entitled to apply all or any portion of the Purchase Price at Closing of the Property, if applicable, to cure Lien Defects and to delay closing upon discovery of any Possessory Defects. As to any title defects to which Purchaser specifies in the Title Defect Notice, Seller shall provide written notice to Purchaser (the "Response Notice") within five (5) days of receipt after the Title Defect Notice, whether or not Seller intends to cure such defects; provided, however, that Seller shall be required to cure all Lien Defects, Possessory Defects and any title defects created by Seller which arise after the effective date of Purchaser's Title Commitment. The Response Notice shall specify all or any particular title defects to which Purchaser has objected that Seller intends not to cure, and Purchaser may thereafter elect by notice in writing delivered to Seller within five (5) days after receipt of the Response Notice either to: (i) waive its objection to such title defects as Seller intends not to cure and proceed to Closing with no reduction in the Purchase Price, provided that Purchaser shall have no obligation to waive Lien Defects and may apply all or any portion of the Purchase Price at Closing to cure such Lien Defects; or (ii) terminate this Agreement and receive a refund of the Escrow Deposit. All title exceptions which appear on Purchaser's Title Commitment (other than Lien Defects) and to which Purchaser has not objected, all title defects that Seller intends not to cure and that Purchaser has waived, shall be deemed to be permitted title exceptions (the "Permitted Exceptions"), and the condition of title to the Property, subject only to Permitted Exceptions is referenced in this Agreement as "Clear Title." If Seller has not cured by Closing of the Property, any title defects to which Purchaser has objected and which Seller has agreed to cure, at its election, Purchaser may: (i) close the applicable acquisition subject to such defects; or (ii) terminate Purchaser's obligations under this Agreement and receive a refund of the Escrow Deposit. Notwithstanding any provision of this Agreement to the contrary, Seller shall have no obligation to cure any title defects except Lien Defects and Possessory Defects.

8. Representations and Warranties. In addition to the representations set forth elsewhere in this Agreement, the parties make the following representations and warranties to one another.

8.1 Seller's Representations and Warranties. Seller makes and agrees with Purchaser to the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the date hereof in all material respects and unless otherwise disclosed to Purchaser in writing shall be true and correct in all material respects on the Closing Date and all of which, unless otherwise specified, shall survive each respective closing for a period of three (3) years. Where any such representation is limited to Seller's knowledge in this Agreement, the same shall be deemed to mean the current actual knowledge of the City Manager of the City of Kannapolis. The representations are as follows:

8.1.1 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice or passage of time or both: (i) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under: (x) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Seller or any of its properties or assets; or (y) any instrument or agreement to which Seller or its properties may be bound or relating to or affecting all or any portion of the Property; or (ii) result in any lien, claim, encumbrance or restriction on the proceeds of the sale of all or any portion of the Property or on any of the properties or assets of Seller.

8.1.2 No Property Interests. No person, firm or entity has any rights to acquire or to lease all or any portion of the Property, or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to all or any portion of the Property, or any interest therein.

8.1.3 No Violations. To Seller's knowledge, it has not received written notice of: (i) any violations (collectively, "Violations", and individually, a "Violation") of any applicable local, state or federal law, municipal ordinances or regulations, orders, rules or requirements of any federal, state or municipal department or agency having jurisdiction over or affecting the Property, or the construction, management, ownership, maintenance, operation, use, improvement, acquisition or sale thereof, including, without limitation, building, health and environmental laws, regulations and ordinances, and equal access opportunity laws, regulations and ordinances (collectively, "Legal Requirements"); or (ii) any condition relating to the Property which would constitute a Violation. Seller shall provide Purchaser with notice of any Violations of which Seller obtains notice or knowledge between the Effective Date and the Closing Date.

8.1.4 Environmental Matters. In connection with the Property, Seller has not to its knowledge generated, used, transported, treated, stored, released or disposed of, or to its knowledge, without independent investigation or inquiry, has suffered or permitted anyone else to generate, use, transport, treat, store, release or dispose of any hazardous substance or hazardous materials in violation of any Legal Requirements, and, to Seller's knowledge, without independent investigation or

inquiry, there has not been any generation, use, transportation, treatment, storage, release or disposal of any hazardous substance or hazardous materials by any party in connection with the ownership, operation, maintenance or occupancy of the Property which has created or might reasonably be expected to create any liability under any Legal Requirements or which would require any reporting to or notification to any federal, state or local governmental entity.

8.1.5 Pending Actions or Investigations. To Seller's knowledge, there are no actions, suits, proceedings, claims, orders, decrees or judgments affecting Seller, its businesses, prospects or conditions (financial or otherwise), or the Property, or relating to or arising out of the ownership of the Property, or any portion of the Property which are pending or have been prosecuted for a period of thirty (30) days or more or are pending or have been prosecuted for less than thirty (30) days, in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

8.2 Purchaser's Representations and Warranties. Purchaser makes and agrees with Seller to the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the date hereof in all material respects and unless otherwise disclosed to Seller in writing shall be true and correct in all material respects on the Closing Date and all of which, unless otherwise specified, shall survive the each respective closing for a period of three (3) years. The representations are as follows:

8.2.1 Standing. The Purchaser is a limited liability company duly organized and existing and in good standing under the laws of the State of North Carolina.

8.2.2 Authority. The Purchaser has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement.

8.2.3 Enforceability. This Agreement is the legal, valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.

8.2.4 No Violations. This Agreement does not violate the charter documents or operating agreement of the Purchaser or any provisions of any indenture, agreement or other instrument to which the Purchaser is a party relating to its organization or operation.

8.2.5 No Conflicts. This Agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Purchaser is a party.

8.2.6 Purchaser Improvements. The Development Plan, attached hereto as Exhibit "C" and incorporated herein by reference, contains certain general

information regarding the Property Intended Use and the improvements anticipated to be constructed on the Property (the "Purchaser Improvements"). The information set forth in the Development Plan is true and correct as of the Effective Date to the best knowledge and belief of the Purchaser and generally accurately reflects all significant Capital Expenditures (as defined below) now anticipated to be incurred by the Purchaser with respect to the Property. As used herein, "Capital Expenditures" means the sum of the direct and indirect costs and expenses incurred by the Purchaser in planning for the placement of, and placing on the Property, the Purchaser Improvements. Purchaser represents and warrants to the Seller that it intends to develop the Property substantially in accordance with the Development Plan. The Development Plan is subject to change prior to Closing by written agreement with Seller. However, Seller is relying upon the material representations contained within the Development Plan in making the Property available to Purchaser at the Purchase Price, specifically including, but not limited to, the representations made within the sections of the Development Plan labeled "Key Components of the Development of the Park" and "Park Phasing and Timing". Notwithstanding anything in this Section to the contrary, the provisions of Section 12 hereinafter are applicable to the Development Plan and any changes thereto unless the Purchaser and Seller provide otherwise by written agreement.

8.2.7 Demolition of Former Stadium. Purchaser shall be solely responsible for all costs associated with demolition of the former Kannapolis Intimidators Stadium located on the Property.

9. Matters Concerning the Escrow Deposit.

9.1 Interest. Any interest earned on the Escrow Deposit (net of any expenses incurred by Escrow Agent in investing the Escrow Deposit) shall be paid over to the party entitled to receive the Escrow Deposit in accordance with the provisions of this Agreement.

9.2 Delivery of the Escrow Deposit. Escrow Agent will deliver the Escrow Deposit in accordance with the following provisions:

(i) To Seller, either: (i) upon the consummation of the Closing of the Property contemplated herein and as a credit to the Purchase Price, or, if applicable, (ii) upon receipt of a written notice from Seller stating that Seller is entitled under this Agreement to the Escrow Deposit and demanding payment of the same; provided, however, that Escrow Agent will not honor such demand until not less than ten (10) days after the date on which Escrow Agent shall have delivered a copy of such notice and demand to Purchaser.

(ii) In the event the Agreement is terminated by Purchaser in accordance with the terms and conditions of the Agreement prior to the Closing, and Purchaser is entitled to a return of the Escrow Deposit under the terms of this Agreement, then upon written demand from Purchaser for return of the Escrow Deposit, the Escrow Agent shall deliver the Escrow Deposit to Purchaser; provided, however, that Escrow Agent will not honor such demand

until not less than ten (10) days after the date on which Escrow Agent shall have delivered a copy of such notice and demand to Seller.

(iii) If the party which receives notice from Escrow Agent pursuant to this Section 9.2 objects in writing to Escrow Agent to the payment thereof, Escrow Agent may interplead the parties and pay the Escrow Deposit into a court of competent jurisdiction, in which event the duties of Escrow Agent hereunder shall terminate.

9.3 Limited Liability. It is expressly understood that Escrow Agent acts hereunder as an accommodation to Seller and Purchaser and as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instruments or for the identity, authority or right of any person executing or depositing the same, or for the terms and conditions of any instrument pursuant to which Escrow Agent or the parties may act. Escrow Agent shall not have any duties or responsibilities except those set forth in Section 2.1, Section 9 and Section 10 of this Agreement and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so. Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and by and with the advice of counsel which may be selected by it and shall be fully protected in so acting or refraining from acting upon the advice of such counsel. Escrow Agent shall not be responsible for any act or failure to act on its part except in the case of its own willful default or negligence. Escrow Agent shall be automatically released from all responsibility and liability under this Agreement upon Escrow Agent's delivery or deposit of the Escrow Deposit in accordance with the provisions of Section 2.1, Section 9 and Section 10, if applicable, of this Agreement.

9.4 Copies of Notices. Seller and Purchaser agree that if either party shall deliver to Escrow Agent a written demand for the Escrow Deposit, the party making such demand shall promptly deliver a copy of such demand to the other party, together with a statement of the facts and circumstances underlying the demand.

10. Miscellaneous Provisions.

10.1 Binding Effect. This Agreement and all covenants, terms, conditions, warranties, and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

10.2 Final Agreement. This Agreement contains the final and entire agreement between the parties with respect to the subject matter hereof, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

10.3 Amendment. This Agreement shall not be modified except by instrument in writing executed by the parties hereto.

10.4 Seller's Remedy. In the event of default by Purchaser under this Agreement prior to the Closing, and as Seller's sole remedy for such default, Escrow Agent shall deliver to Seller the Escrow Deposit, together with all interest earned thereon as liquidated damages, the parties agreeing that actual damages to Seller would be difficult, if not impossible, to ascertain. In the event of default by Purchaser under this Agreement after Closing, Seller shall have all rights to enforce this Agreement at law or in equity.

10.5 Purchaser's Remedy. In the event of default by Seller under this Agreement, Purchaser shall have the right to (i) waive the default and proceed to Closing, (ii) seek specific performance of this Agreement, or (iii) terminate this Agreement and receive a return of the Escrow Deposit whereupon the parties shall have no further obligations hereunder one to the other. In no event shall Seller be liable for any special or punitive damages hereunder.

10.6 Notices. All notices, demands and request which may be given or which are required to be given by either party to the other must be in writing. All notices, demands and requests by Purchaser or Seller shall be sent by email with an original counterpart by overnight delivery by a nationally-recognized carrier that can and shall provide proof of delivery (in which event the delivery date of such notice shall be the date of the email transmittal), or by overnight delivery by a nationally-recognized carrier that can and shall provide proof of delivery (in which event the delivery date of such notice shall be the date of receipt by the addressee) addressed as follows, or to such other address as a party may specify by duly given notice:

If to Seller: City Manager
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Telephone: 704-920-4300

With a copies to: City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Telephone: 704-920-4300

If to Purchaser: Harris Morrison
Fortius Capital Partners, LLC
805 Trade Street NW, Suite 102
Concord, North Carolina 28027

With copies to: Johnston, Allison & Hord, P.A.
1065 East Morehead Street
Charlotte, North Carolina 28204

Attn: William C. Isenhour

Mark Shumaker
Richardson Properties
800 Green Valley Road, Suite 203
Greensboro, North Carolina 27408

If to Escrow Agent:

Investors Title Insurance Company
5925 Carnegie Boulevard, Suite 550
Charlotte, North Carolina 28209

10.7 Assignment by Purchaser. Purchaser may only assign all or any portion of this Agreement to any party controlled by or under common control of Purchaser without the written consent of Seller, so long as such assignee assumes all of the obligations of the Purchaser hereunder related to such assignment. Seller shall be notified of this assignment within ten (10) days thereof.

10.8 Governing Law. This Agreement shall be governed by, and construed and interpreted under, the laws and judicial decisions of the State of North Carolina.

10.9 Time is of the Essence. Time is of the essence with respect to the performance of each and every of the parties' respective obligations hereunder and with respect to each date and deadline set forth herein.

10.10 Confidentiality. The terms, conditions and structure of this Agreement and the transactions contemplated thereby have been uniquely developed for Purchaser by Seller on a confidential basis, subject to the following terms and conditions:

10.10.1 Information. Any specifications, drawings, sketches, diagrams, computer or other apparatus programs, manuals, technical, business information or Property records or data, including methods and concepts set forth or utilized therein ("Information"), if any, which either party may furnish hereunder or in contemplation hereof shall be held in confidence by the other party and shall not be published or otherwise disclosed (except to such party's attorneys, accountants, consultants, employees, investors, lenders, partners, shareholders and tenants, who shall be instructed as to the confidential nature of the Information) without Purchaser's and Seller's written permission except as hereinafter provided. Unless such Information was previously known to either party free of any obligation to accept it in confidence or has been or is subsequently made public by Purchaser and Seller to a third party, it shall be kept in confidence by both parties and may be used solely in connection with the transaction contemplated hereunder (including disclosure as permitted in the preceding sentence) and may not be used for other purposes except upon such terms as may be agreed upon in writing between Purchaser and Seller. The portions of Information which must become public information as a result of the consummation of the Closing in the ordinary course of closing a commercial real estate transaction where the Property is located shall not be considered confidential after the Closing. Information may be released if required by law.

10.10.2 Press Release. Purchaser shall not make any public announcement or press release concerning this transaction, or use any advertising or marketing material, either of which states or implies that Seller has any continuing interest after Closing in any way in the Property or Purchaser's development of the Property.

10.10.3 Survival of Seller's and Purchaser's Obligations. Seller's and Purchaser's obligations under this Section 10.10 shall survive Closing or any early termination of this Agreement.

10.11 Memorandum of Agreement. Either party may require the execution of a Memorandum of Agreement by the other party detailing significant terms of this Agreement for recording in the Rowan County Registry.

10.12 Contractual Relationship. The contractual relationship between Seller and Purchaser arising out of this Agreement is one of independent contractor and not agency. It is specifically understood by the parties that: (a) Lakeshore Corporate Park is a private development; and (b) Seller has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property unless the Seller accepts the improvements pursuant to the provisions of this Agreement or in connection with the applicable Development Plan.

10.13 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

10.14 Performance of Governmental Functions. The terms of this Agreement regarding the Development Plan and the role of City therein are independent of any obligations binding upon City or Purchaser pursuant to City ordinances or state law. In no event will any approvals given by City pursuant to the terms of this Agreement constitute the performance by City of any review or issuance of any permits, approvals or licenses that it is obligated to conduct or consider pursuant to any law and/or ordinance. Nothing in this Agreement or any approvals or consents by City in connection with this Agreement will in any way stop, limit or impair City from exercising or performing any regulatory, policing or other approval and issuance by City of applications, approvals, permits and licenses regarding the Development Plan pursuant to any law and/or ordinance. City will, to the extent reasonably appropriate and permitted by any laws or ordinances, facilitate Purchaser's submissions, requests and applications pursuant to any laws or ordinances regarding the Development Plan; provided Purchaser's submissions, requests and applications are complete and include all necessary fees and are otherwise compliant with applicable laws or ordinances.

10.15 Force Majeure. Any delay in the performance of any of the duties or obligations or either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes,

lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trade; epidemics and pandemics (excluding the current Covid-19 pandemic, but including government orders imposing shutdowns or restrictions on operations); delays in rezoning the Property beyond Purchaser's reasonable control; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party (a "Force Majeure Event"). The Delayed Party shall give prompt notice to the other party of such Force Majeure Event, and shall take whatever reasonable steps are necessary to relieve the effect of Force Majeure Event as promptly as possible. No such Force Majeure Event shall excuse the payment of any sums due and payable hereunder on which delayed performance is excused as provided above.

11. Special Covenants and Agreements.

11.1 Value of Property. The Act by its terms permits the Seller to cause the acquisition and disposition of real property suitable for the Property Intended Use and further provides that the Seller may convey the Property to the Purchaser if the consideration to be received by the Seller shall not be less than the fair market value of such property as determined by the Seller. The Seller has determined, and the Purchaser hereby agrees and acknowledges, that the fair market value of the Property is the respective Purchase Price of the Property as set forth in this Agreement.

12. Special Preemptive Right of Seller.

12.1 Improvements. The Purchaser covenants and agrees with the Seller that as additional consideration for the Seller's conveyance of the Property to the Purchaser, Purchaser accepts the Property subject to the provisions of this Section 12.

12.2 Right of Repurchase. Notwithstanding any other provision of this Agreement, in the event that Purchaser fails to satisfy the conditions contained in this Section 12.2 on or before the Building Completion Date (hereinafter defined), and provided that all grading and site permits have been granted by the Seller prior to Closing, then Seller shall have the right, but not the obligation, to repurchase the Property for the repurchase price as determined in Section 12.3 (the "Repurchase Price"). Seller may exercise the Right of Repurchase if Purchaser has not obtained a certificate of occupancy for the building shell of no less than one of the buildings described in the Development Plan, being a portion of the Purchaser Improvements, by the last day of the month that is twenty-four (24) calendar months (excluding the month of Closing) after the Closing Date (the "Building Completion Date"), subject, however to delays caused by a Force Majeure Event (defined in Section 10.15 herein), in which event the Building Completion Date shall be extended by one day for each day of delay caused by a Force Majeure Event. For purposes of compliance with this requirement, Purchaser shall be deemed to have completed the Building if either Purchaser obtains a certificate of occupancy for the building shell, or if Purchaser's architect certifies completion of the building shell evidenced by a Certificate of Substantial Completion. In the event Seller exercises the Repurchase Election, Seller shall record a Repurchase Notice in the Office of the Register of Deeds for Rowan County. If Seller elects to repurchase the Property pursuant to this Section 12.2 (such election is referenced herein as the "Repurchase Election"), Seller shall deliver written notice of such Repurchase Election (the "Repurchase Notice") to the Purchaser. The Repurchase Notice shall specify the date (the

"Repurchase Closing Date"), not to exceed ninety (90) days after the date of the Repurchase Notice, by which the Seller and the Purchaser must close the Repurchase Election (the "Repurchase"). On the Repurchase Closing Date: (i) the Purchaser shall deliver to Seller a special warranty deed (the "Repurchase Deed") for the Property, subject only to the exceptions contained in the Deed, not including the Repurchase Election, together with such other documents, including, without limitation, an owner's or lien waiver affidavit and a certificate of non-foreign status, as may be reasonably requested by Seller; and (ii) Seller shall deliver to the Purchaser the Repurchase Price. The Purchaser shall be responsible for State excise taxes or deed stamps payable on recordation of the Repurchase Deed and for the cost of preparation of the Repurchase Deed. Seller shall be responsible for all other costs of the Repurchase, except that each party shall bear its own attorneys' fees. Real estate taxes that have accrued to the Repurchase Closing Date shall be paid by the property owner at the Repurchase.

12.3 Repurchase Price. In the event Seller elects to exercise its Repurchase Right, Seller shall, within thirty (30) business days after the Repurchase Notice, deliver to Purchaser Seller's good faith opinion of the fair market value (the "Fair Market Value") for i) the Property; ii) all engineered plans and due diligence materials; and iii) all existing improvements, including the basis for Seller's determination of the Fair Market Value (Seller's "FMV Notice"). Seller and Purchaser shall then attempt to agree upon the Fair Market Value using their good faith efforts. If Seller and Purchaser fail to reach agreement in writing by that date which is twenty (20) business days following the date of Seller's FMV Notice (the "Negotiation Period"), then within five (5) business days after the last day of the Negotiation Period, Seller and Purchaser (or their representatives) shall meet with each other and exchange sealed envelopes containing their final opinion (each an "Opinion") of the Fair Market Value and then open such envelopes in each other's presence. If Seller and Purchaser do not mutually agree upon the Fair Market Value within one (1) business day thereafter, then within five (5) business days following the exchanging of envelopes, Seller and Purchaser shall mutually agree upon and jointly appoint a single arbitrator who shall be a MAI appraiser who has been active for at least the past fifteen (15) years in the appraising of comparable properties in the vicinity of the Property. Neither Seller nor Purchaser shall consult with such appraiser with respect to the Fair Market Value prior to the appointment. If the parties fail to agree upon and jointly appoint an arbitrator, then either party may apply to a court of competent jurisdiction to appoint such arbitrator. The determination of the arbitrator shall be limited solely to the issue of whether Seller's or Purchaser's Opinion is closer to the actual Fair Market Value. Such arbitrator may hold such hearings and require such briefs as the arbitrator, in his sole discretion, determines are necessary. In addition, Seller and/or Purchaser may submit to the arbitrator, with a copy to the other party, within five (5) business days after the appointment of the arbitrator, any market data and additional information as such party deems relevant to the determination of the Fair Market Value. The arbitrator shall within twenty (20) days of his appointment render his determination in writing as to whether Seller's or Purchaser's Opinion is closer to the Fair Market Value, and the Opinion selected by the arbitrator shall be the Fair Market Value. The costs and fees of the arbitrator shall be paid by Seller if the arbitrator selects Purchaser's Opinion, or by Purchaser if the arbitrator selects Seller's Opinion.

12.4 Incorporation into Deed; Survival. The provisions of Sections 12.2 and 12.3 herein shall be incorporated into the Deed, and shall survive Closing.

13. OFAC. Each party represents and warrants to the other, and to Escrow Agent, that (a) such party is not knowingly acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, or engaging in, instigating or facilitating this transaction for or on behalf of any such person, group, entity or nation; (b) such party is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering; and (c) none of the funds of such party to be utilized in this transaction have been or will be derived from any unlawful activity with the result that such party or the Property is subject to seizure, forfeiture or other such remedy or that this Agreement or the transactions hereunder are or will be in violation of law. The provisions of this Section 13 shall survive Closing or any earlier termination of this Agreement.

14. Iran and Israel Divestment Act Certification. By executing this Agreement, Purchaser certifies that Purchaser is not listed on the Iran or Israel Final Divestment List (the "List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81 as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have caused this instrument to be duly executed as of the Effective Date.



SELLER:

CITY OF KANNAPOLIS, a North Carolina
municipal corporation

By: Michael B. Legg
Printed Name: Michael B. Legg
Title: City Manager
Date of Execution: June 2, 2021

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

Africa Otis 6/2/2021
Africa Otis
Finance Director

PURCHASER:

LAKESHORE CORPORATE PARK, LLC, a North
Carolina limited liability company

By: Richardson Properties, LLC, its Manager

By: Mark W. Thumaker
Name: Mark W. Thumaker
Title: V.P.

Date of Execution: 5/28/2021, 2021

By: Fortius Capital Partners, LLC, its Manager

By: J. Harris Morrison III
Name: J. Harris Morrison, III
Title: Manager

Date of Execution: May 28, 2021

EXHIBIT "A"

Property Description

Lying and being in China Grove Township, Rowan County, in the City of Kannapolis and being that approximately 55.68 acre tract as described more particularly in the deed recorded in Deed Book 1192 at Page 507, in the Office of the Register of Deeds for Rowan County.

EXHIBIT "B"

Personal Property

To be inserted at a later date, prior to Closing, upon the reasonable mutual agreement of both Seller and Purchaser.

EXHIBIT “C”

Development Plan

Overview

Fortius Capital Partners, Richardson Properties and Windsor Commercial plan to purchase and redevelop the former Kannapolis Intimidators Stadium Site, a 55.46-acre property in Rowan County (the “Site”), from the City of Kannapolis (the “City”). The development may be called Lakeshore Corporate Park (the “Park”), and will likely consist of approximately 600,000 to 660,000 square feet, designed to attract advanced manufacturing, light manufacturing, assembly, distribution and logistics users.

The Development Group

The ownership entity (the “Owner”) is yet-to-be formed, but will consist of Fortius Capital Partners, LLC (“Fortius”), Windsor Commercial Builders, LLC (“Windsor”), Richardson Properties, LLC (“Richardson”), and possibly other affiliated entities and investors. Fortius will serve as the lead developer of the Park, and co-manager of the Owner. Windsor will serve as co-developer of the Park, and general contractor. Richardson will serve as the primary capital partner, and co-manager of the Owner.

Fortius, based in Concord, NC, is focused on commercial real estate development and investment, specifically Class A single and multi-tenant industrial and office properties in the greater Charlotte region. Richardson, based in Greensboro, NC, is a private real estate investment company owned by the Richardson Family. Windsor, based in Greensboro, NC, is a developer and builder of commercial properties, with core competency in industrial. The Owner prefers to develop and hold its assets for the long-term; however, the Owner will consider selling individual buildings under certain circumstances.

General Description of the Park

The Park will be comprised of three Class A buildings (collectively, the “Buildings”) designed to flexibly accommodate a broad range of users within manufacturing and distribution. The former Kannapolis Intimidators Stadium will be demolished in order to accommodate the construction of the Buildings. In aggregate, the Buildings will total approximately 600,000 to 660,000 square feet, situated on approximately 31 acres of impervious surface. The preliminary site plan for the Park, which is attached hereto as Exhibit A (the “Site Plan”), provides a general depiction of the Park, and is subject to change as noted below.

Key Components of the Development of the Park

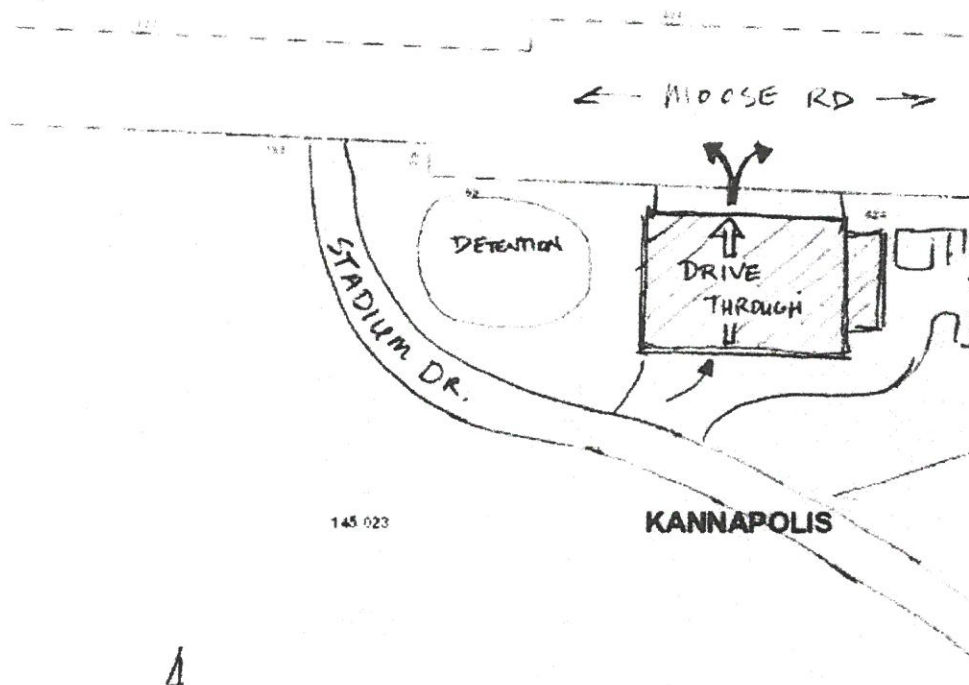
- **Building Specifications:** The size and configuration of the Buildings are flexible in order to accommodate the unique demands of specific tenants, allowing the Owner the opportunity to respond to the needs of the greatest number of tenants. However,

generally, based on current market demands and designs, the Buildings are planned to be built to the following specifications:

- The southernmost building ("Building 1") will be approximately 279,000 square feet.
- The middle building ("Building 2") will be approximately 246,000 to 286,000 square feet.
- The northernmost building ("Building 3") will be approximately 94,500 square feet.
- Built using concrete construction with sufficient glass storefronts to accommodate office space.
- The Buildings will likely have at least 32 feet of clearance height.
- The Buildings will contain sprinkler systems to accommodate the widest variety of tenants.
- The Buildings will be built with the following components, which offer flexibility to as many different types of users or tenants as possible:
 - Leaving out floors of at least one building so as to accommodate users who might have special flooring needs for equipment or processes.
 - Insulating the walls of at least one building so as to accommodate companies which need to heat and/or cool the production / warehouse spaces.
 - Installing multiple glass entry-ways to accommodate smaller tenants.
- **Cost Estimates:** The following table outlines a preliminary estimate of the costs to develop the Park. Note that these cost estimates contemplate constructing 659,500 SF. Should the size of any building be reduced, the projected costs will fall accordingly. Specifically, the Owner is considering a size reduction of Building #2 in order to accommodate more employee parking.

		<u>Building #1</u>	<u>Building #2</u>	<u>Building #3</u>	<u>Total</u>
Land Acquisition	\$	1,270,000	\$ 1,300,000	\$ 430,000	\$ 3,000,000
Projected Land Development Costs	\$	4,100,000	\$ 4,000,000	\$ 1,700,000	\$ 9,800,000
Projected Hard Costs	\$	12,300,000	\$ 15,600,000	\$ 6,250,000	\$ 34,150,000
Projected Soft Costs	\$	2,000,000	\$ 2,250,000	\$ 850,000	\$ 5,100,000
Total Projected Costs	\$	19,670,000	\$ 23,150,000	\$ 9,230,000	\$ 52,050,000

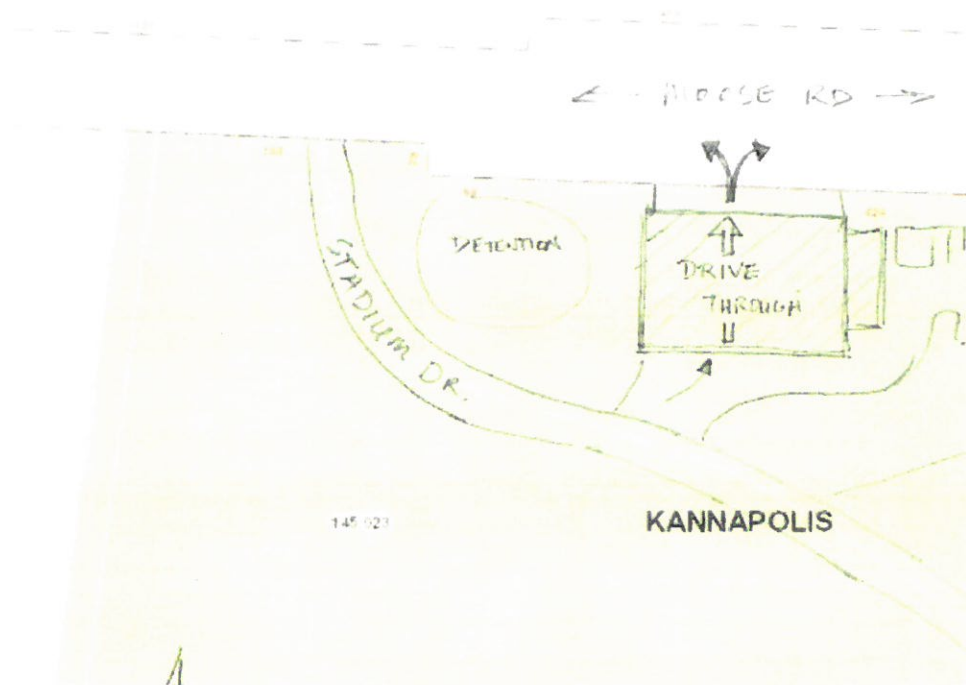
- **Municipal Use Area:** Approximately three acres at the north end of the Site will be reserved for municipal use (the "Municipal Use Area"), such as the construction of a fire station. The Municipal Use Area may be excepted from the acquisition area and the ownership retained by City, or it may be acquired by Owner and donated back to the City. Owner and City will determine the method of transfer after further discussions. The City would be fully responsible for designing and developing the Municipal Use Area. The following simple sketch provides a depiction of a drive-through fire station which could be constructed within the Municipal Use Area.



- **Roadways:** Existing roadway and utility infrastructure will be re-used to the greatest extent possible. Stadium Drive will remain substantially in place, and will maintain substantially the same 12-foot lane widths as currently exist. A 2-foot shoulder will likely be added alongside Stadium Drive. The Owner plans to dedicate to the City a 70' public right-of-way within which Stadium Drive will be situated, as depicted on the Site Plan; thereafter, Stadium Drive will become a publicly owned and maintained roadway. Where additional land is needed for pedestrian and cycling pathways, the Owner will permit an easement to accommodate the pathway, provided that such pathway does not impinge on the parking lots and other improvements. The Owner reserves the right to change the name of Stadium Drive.
- **Environmental Qualities:** Stormwater detention will be captured in at least two storm ponds on the Site before being released. The Owner will preserve environmental qualities of the site by following the guidelines under the City's Unified Development Ordinance ("UDO"). Specifically, the Owner will choose the "High Density" development option, subject to the use of appropriate water quality design techniques and structures.

Park Phasing and Timing

The Park will be phased in such a way so as to maximize efficiency, allowing for the lease of space immediately upon completion of construction of one Building, even if the remaining Buildings are not yet constructed.



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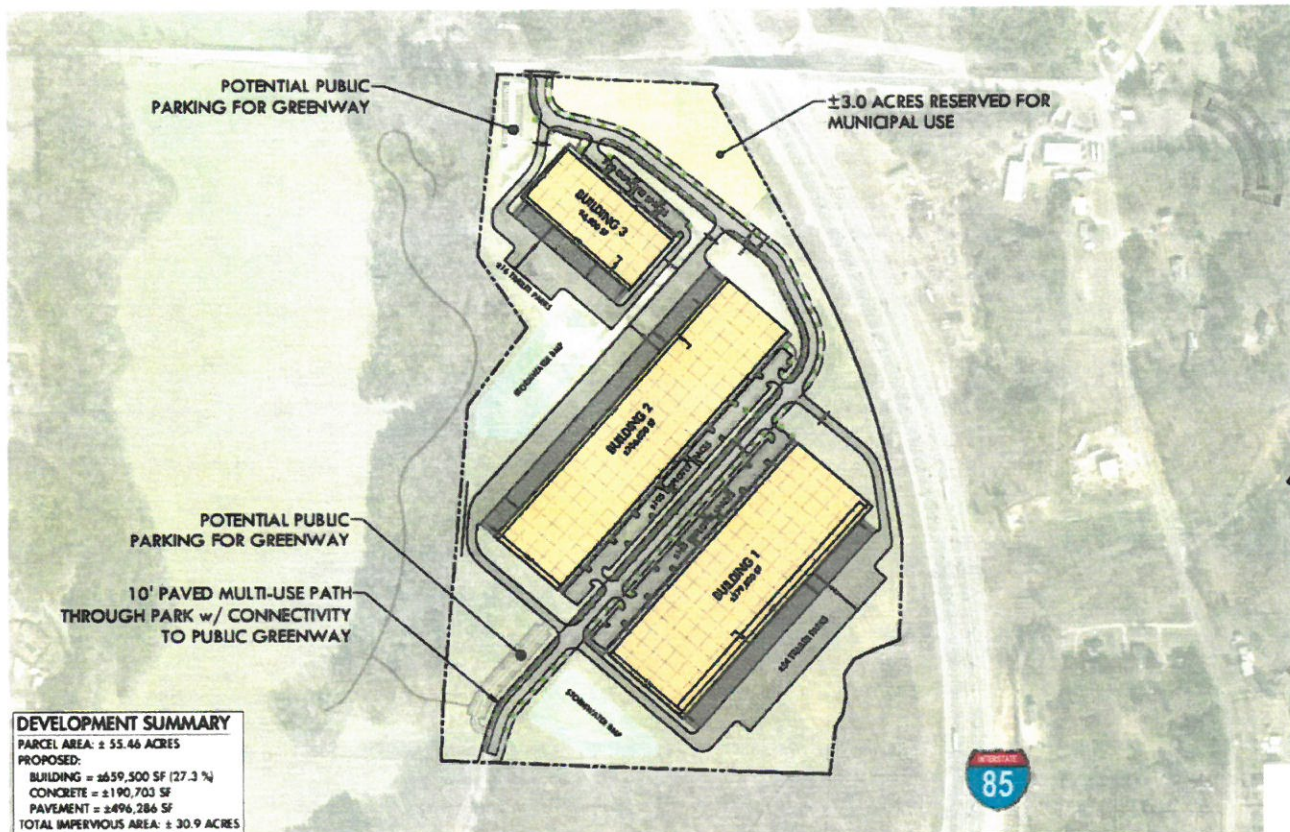
Phase One will include mass grading the entire site, construction of the roadway and utility infrastructure, and speculative construction of the Building 1 shell. As soon as Building 1 is at least 50% leased, the Owner would likely begin construction of Building 2. As soon as Buildings 1 and 2 are, in aggregate, at least 75% leased, the Owner would likely begin construction of Building 3.

However, in the event that a substantial tenant demands a build-to-suit (i.e., construction of a building with specialized features particular to that tenant), then the Owner may elect to begin construction of that build-to-suit before the aforementioned occupancy levels are achieved. The size and configuration of the Buildings may change in order to accommodate specific demands of the end user.

Substantial construction of the entire Park is anticipated to be completed within three years of land acquisition by the Owner. However, real estate and/or capital market dynamics may result in delayed phasing of construction. In that event, construction of the Park will be completed within seven years of acquisition by the Owner.

Exhibit A to Development Plan

Preliminary Site Plan



OAK
ENGINEERS

INTIMIDATOR INDUSTRIAL PARK

CONCEPT 1.2

CITY OF KANNAPOLIS, NORTH CAROLINA



EXHIBIT "D"

Proposed Stadium Drive Overlay

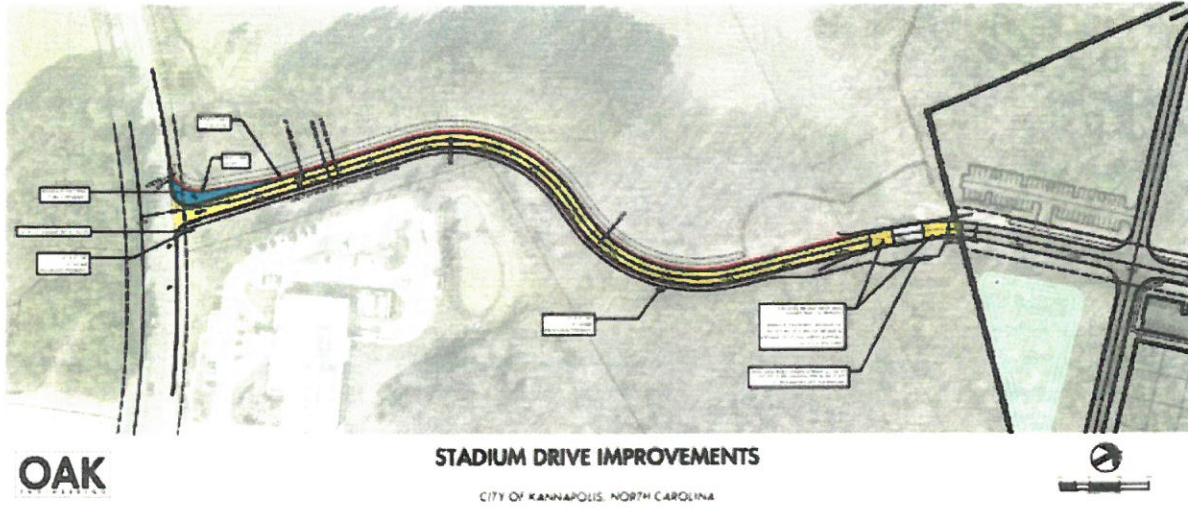
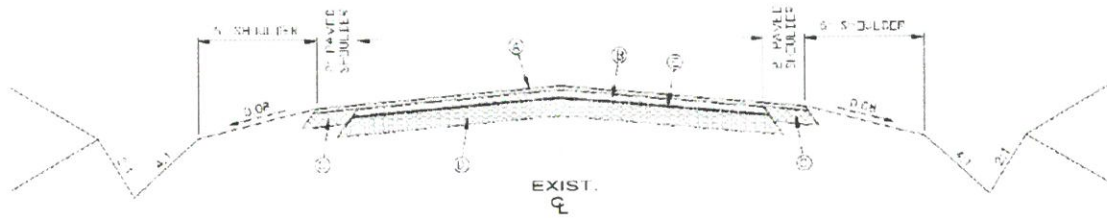


EXHIBIT "E"

Pavement Schedule



PAVEMENT SCHEDULE

- ① 2" 55-80 SURFACE COURSE
- ② 2.5" 11.8-13.0 INTERMEDIATE COURSE
- ③ 4" 55-80 BASE COURSE
- ④ EXISTING ASPHALT PAVEMENT STRUCTURE
- ⑤ ASPHALT SURFACE TREATMENT ON EXISTING PAVEMENT

Ordinance #2021-17

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021
Amendment # 21-21**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 24th day of May 2021, that the following amendment to the Clearwell Capital Project Ordinance for the City of Kannapolis is hereby adopted:

Description: This budget amendment establishes the capital project ordinance for the Clearwell Capital project. Funds for this project are appropriated from cost savings of budgeted principal and interest debt service payments for the Kannapolis Crossing Project.

SECTION I – Water and Sewer Fund

Expenditure:

Decrease: Debt Service: Principal Expenditure: 38000-58100	\$560,373
Decrease: Debt Service: Interest Expenditure: 38000-58200	\$597,627

Expenditure:

Increase: Transfer to Capital Projects Expenditure: 39000-57200	\$1,158,000
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SECTION II– Clearwell Capital Project Fund

Revenue:

Increase: Transfers from Project Funds Revenue: 39000-39220	\$1,158,000
--	-------------

Expenditure:

Increase: Capital – Infrastructure Expenditure: 34000-59200-CLEAR	\$1,158,000
--	-------------

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide for accounting to the City Council as required by North Carolina law.

Section 6. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on total project revenue.

Section 7. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission presented to City Council.

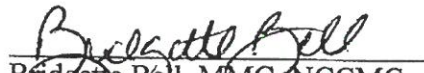
Section 8. The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council.

Section 9. Copies of this Capital Project Ordinance shall be made available to the Finance Officer for direction in carrying out this project.

This Ordinance is approved and adopted this 24th day of May 2021.


Milton D. Hinnant, Mayor

ATTEST:


Bridgette Bell, MMC, NCCMC
City Clerk

**CITY OF KANNAPOLIS, NORTH CAROLINA
KANNAPOLIS CROSSING INFRASTRUCTURE
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Governing Board of the City of Kannapolis, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for infrastructure construction of Kannapolis Crossing. The project will be funded through Revenue Bonds.

Section 2. The City Manager is hereby directed to proceed with the Capital Project in compliance with the North Carolina General Statutes and within the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

Debt Proceeds	\$10,400,000
TOTAL	<u>\$10,400,000</u>

Section 4. The following amounts are appropriated for the project:

Engineering	\$1,144,402
Right of Way (ROW)	28,601
Construction & Construction Management	8,300,509
Contingency	374,000
Cost of Issuance	552,488
TOTAL	<u>\$10,400,000</u>

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide for accounting to the City Council as required by North Carolina law.

Section 6. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on total project revenue.

Section 7. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this project in annual budget information presented to City Council.

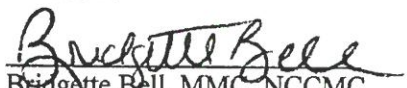
Section 8. The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council.

Section 9. Copies of this Capital Project Ordinance shall be made available to the Budget Officer and the Finance Director for direction in carrying out this project.

This Ordinance adopted this the 24th day of May, 2021.


Milton D. Hinnant, Mayor

ATTEST:


Bridgette Bell, MMC, NCCMC
City Clerk

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KANNAPOLIS
DECLARING THE INTENT OF THE CITY OF KANNAPOLIS TO REIMBURSE
ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH
THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS TO BE ISSUED.**

WHEREAS, the City Council of the City of Kannapolis (the "City") has determined that it is in the best interest of the City to construct infrastructure for a multi-use development Kannapolis Crossing (the "Project");

WHEREAS, the City presently intends, at one time or from time to time, to finance all or a portion of the costs of the Project with the proceeds of tax-exempt obligations (the "Bonds") to finance, or to reimburse the City for, all or a portion of the costs of the Project; and

WHEREAS, the City desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of issuance of the Bonds (the "Original Expenditures"), such Original Expenditures to be paid for originally from a source other than the proceeds of the Bonds, and the City intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Bonds to be issued at a date occurring after the dates of such Original Expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kannapolis as follows:

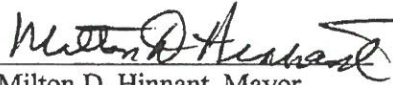
Section 1. **Official Declaration of Intent.** The City presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Bonds. The City reasonably expects to issue the Bonds to finance all or a portion of the costs of the Project and the maximum principal amount of Bonds expected to be issued by the City to pay for all or a portion of the costs of the Project is \$10,400,000.

Section 2. **Compliance with Regulations.** The City adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the City's intent to reimburse the City for the Original Expenditures from proceeds of the Bonds.

Section 3. **Itemization of Capital Expenditures.** The Finance Director of the City, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the City in determining and itemizing all of the Original Expenditures incurred and paid by the City in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of issuance of the Bonds.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon the date of its adoption.

Adopted this 24th day of May, 2021.


Milton D. Hinnant, Mayor

Attest:


Bridgette Bell, MMC, NCCMC
City Clerk



Engineering
Landscape Architecture
Surveying

April 29, 2021

Mr. Wilmer Melton, III
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Kannapolis Crossing, Off-Site Utilities, Contract 1 – Water Line
Recommendation to Award

Dear Mr. Melton:

Bids were received for the above-referenced project on Wednesday, April 14th, 2021. This contract features approximately 12,000 feet of 12" water line and appurtenances beginning near intersection of HWY 29 and Old Beatty Ford Road and extends eastward along Old Beatty Ford Road, China Grove Road, and Horsepower Lane before entering the Kannapolis Crossing Property and crossing under Cold Water Creek and Interstate 85 before terminating at the proposed elevated storage tank location.

Six bids were accepted as summarized below:

CONTRACTOR	LOCATION	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	\$1,863,675.00
Buckeye Bridge, LLC	Canton, NC	\$1,872,752.50
Chandler Construction Services	Ninety-Six, SC	\$2,051,850.00
State Utility Contractors	Monroe, NC	\$2,230,850.00
Hall Contracting	Charlotte, NC	\$2,236,644.00
Litman Excavating	Indian Trail, NC	\$2,249,993.00

The low bidder is ELJ, Inc. from Jacksonville, NC. Our team has worked with ELJ, Inc. on multiple occasions throughout our careers, and we find them to be a reputable contractor capable of completing the construction in a clean and timely fashion. We have discussed the project and their bid with ELJ, Inc., and they are comfortable with the project at their bid price.

If the City's decision is to award the construction of the 12" water line and associated appurtenances, LKC recommends the award be made to ELJ, Inc. for the low bid amount of \$1,863,675.00.

Attached to this recommendation is a Bid Tabulation showing detailed results of the bid. If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at rob@lkcengineering.com.

Sincerely,
LKC Engineering, PLLC

A handwritten signature in black ink, reading "John R. McIntyre". The signature is written in a cursive, flowing style.

John R. McIntyre, P.E.

SUMMARY OF BID OPENING

April 14, 2021 @ 2:00 p.m.
Kannapolis Crossing, Offsite Utilities
Contract 1 - Waterline
City of Kannapolis
LKC Project No: Kann-19.01

CONTRACTOR	ADDRESS	LICENSE NO.	ADDENDUM	BID BOND	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	47340	Yes	Yes	\$1,863,675.00
Buckeye Bridge, LLC	Canton, NC	72900	Yes	Yes	\$1,872,752.50
Chandler Construction Services	Ninety Six, SC	27037	Yes	Yes	\$2,051,850.00
State Utility Contractors	Monroe, NC	17793	Yes	Yes	\$2,230,850.00
Hall Contracting	Charlotte, NC	5689	Yes	Yes	\$2,236,644.00
Litman Excavating	Indian Trail, NC	85276	Yes	Yes	\$2,249,993.00



LKC

Reviewed and Certified as Presented Above



BID DATE: 4/14/2021
TIME: 2:00pm
LOCATION: Kannapolis City Hall

PROJECT: Kannapolis Crossing
Off-site Utilities
Contract 1 - Waterline
Rec'd By: Rob McIntyre, P.E.

ITEM	DESCRIPTION	QTY.	UNIT	ELJ, Inc.		Buckeye Bridge, LLC		Chandler Construction Services		State Utility Contractors		Hall Contracting		Litman Excavating	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, bonding and insurance. Cannot exceed 3% of Total Bid Amount	1	Lump Sum		\$54,000.00		\$47,710.00		\$61,000.00		\$65,000.00		\$67,099.00		\$57,380.00
2	Backflow Prevention Bypass for Filling New Water Mains	1	EA	\$10,000.00	\$10,000.00	\$10,839.00	\$10,839.00	\$7,400.00	\$7,400.00	\$16,500.00	\$16,500.00	\$4,550.00	\$4,550.00	\$19,500.00	\$19,500.00
3	12" Class 350 DIP Water Main	11,000	LF	\$70.00	\$770,000.00	\$60.40	\$664,400.00	\$85.00	\$935,000.00	\$95.20	\$1,047,200.00	\$98.00	\$1,078,000.00	\$107.50	\$1,182,500.00
4	12" Class 350 Restrainted Joint DIP	500	LF	\$100.00	\$50,000.00	\$69.60	\$34,800.00	\$85.00	\$42,500.00	\$117.00	\$58,500.00	\$135.00	\$67,500.00	\$120.00	\$60,000.00
5	12" C900 Furbile PVC Installed by Directional Bore on Sheets W1.8 and W1.9 from STA 103+91 to STA 110+91. Lump Sum Guaranteed Price.	1	Lump Sum		\$210,000.00		\$290,018.00		\$170,000.00		\$207,000.00		\$150,000.00		\$317,400.00
6	24" Steel Casing Installed by Bore and Jack under (Sheet W1.1). Guaranteed Linear Foot Price.	110	LF	\$1,000.00	\$110,000.00	\$1,014.00	\$111,540.00	\$500.00	\$55,000.00	\$885.00	\$97,350.00	\$900.00	\$99,000.00	\$600.00	\$66,000.00
7	24" Steel Casing Installed by Bore and Jack under Boston Rd (Sheet W1.4). Guaranteed Linear Foot Price.	55	LF	\$800.00	\$44,000.00	\$1,133.00	\$62,315.00	\$620.00	\$34,100.00	\$1,055.00	\$58,075.00	\$1,100.00	\$60,500.00	\$600.00	\$33,000.00
8	24" Steel Casing Installed by Bore and Jack under Old Beatty Ford Rd (Sheet W1.6). Guaranteed Linear Foot Price.	130	LF	\$800.00	\$104,000.00	\$954.00	\$124,020.00	\$930.00	\$120,900.00	\$850.00	\$110,500.00	\$900.00	\$117,000.00	\$600.00	\$78,000.00
9	24" Steel Casing Installed by Bore and Jack under China Grove Rd (Sheet W1.7). Guaranteed Linear Foot Price.	55	LF	\$800.00	\$44,000.00	\$1,133.00	\$62,315.00	\$1,300.00	\$71,500.00	\$1,055.00	\$58,075.00	\$1,100.00	\$60,500.00	\$600.00	\$33,000.00
10	Fire Hydrant Assembly	12	EA	\$4,500.00	\$54,000.00	\$3,436.00	\$41,232.00	\$4,600.00	\$55,200.00	\$4,900.00	\$58,800.00	\$4,350.00	\$51,000.00	\$4,150.00	\$49,800.00
11	12" Gate Valve	18	EA	\$2,800.00	\$50,400.00	\$2,962.00	\$53,316.00	\$3,200.00	\$57,600.00	\$2,900.00	\$52,200.00	\$3,000.00	\$54,000.00	\$2,875.00	\$51,750.00
12	6" Gate Valve	12	EA	\$950.00	\$11,400.00	\$1,136.00	\$13,632.00	\$1,500.00	\$18,000.00	\$1,100.00	\$13,200.00	\$1,250.00	\$15,000.00	\$1,025.00	\$12,300.00
13	16" x 12" Tee	1	EA	\$3,000.00	\$3,000.00	\$6,241.00	\$6,241.00	\$4,600.00	\$4,600.00	\$6,000.00	\$6,000.00	\$3,250.00	\$3,250.00	\$5,636.00	\$5,636.00
14	12" x 12" Tee	3	EA	\$1,200.00	\$3,600.00	\$906.00	\$2,718.00	\$1,300.00	\$3,900.00	\$1,200.00	\$3,600.00	\$800.00	\$2,400.00	\$1,041.00	\$3,123.00
15	12" x 6" Tee	12	EA	\$1,000.00	\$12,000.00	\$683.00	\$8,196.00	\$1,100.00	\$13,200.00	\$900.00	\$10,800.00	\$800.00	\$9,600.00	\$1,050.00	\$12,600.00
16	12" 90 deg-bend	6	EA	\$750.00	\$4,500.00	\$681.00	\$4,086.00	\$900.00	\$5,400.00	\$850.00	\$5,100.00	\$700.00	\$4,200.00	\$980.00	\$5,880.00
17	12" 45 deg-bend	8	EA	\$750.00	\$6,000.00	\$636.00	\$5,088.00	\$900.00	\$7,200.00	\$800.00	\$6,400.00	\$700.00	\$5,600.00	\$1,080.00	\$8,640.00
18	12" 22.5 deg-bend	8	EA	\$750.00	\$6,000.00	\$609.00	\$4,872.00	\$900.00	\$7,200.00	\$750.00	\$6,000.00	\$675.00	\$5,400.00	\$832.00	\$6,656.00
19	12" Plug	4	EA	\$700.00	\$2,800.00	\$302.00	\$1,208.00	\$900.00	\$3,600.00	\$450.00	\$1,800.00	\$400.00	\$1,600.00	\$262.00	\$1,048.00
20	Air Release Valve in Precast Concrete Manhole	4	EA	\$6,000.00	\$24,000.00	\$5,326.00	\$21,304.00	\$6,500.00	\$26,000.00	\$7,200.00	\$28,800.00	\$7,000.00	\$28,000.00	\$3,650.00	\$14,600.00
21	Clearing and Grubbing	1	Lump Sum		\$25,000.00		\$47,700.00		\$64,000.00		\$53,000.00		\$98,765.00		\$10,050.00
22	Rock Excavation	1500	CY	\$85.00	\$127,500.00	\$85.00	\$127,500.00	\$85.00	\$127,500.00	\$85.00	\$127,500.00	\$85.00	\$127,500.00	\$85.00	\$127,500.00
23	Select Backfill	1200	CY	\$30.00	\$36,000.00	\$30.00	\$36,000.00	\$30.00	\$36,000.00	\$30.00	\$36,000.00	\$30.00	\$36,000.00	\$30.00	\$36,000.00
24	Open Cut & Patch Asphalt Driveway	20	SY	\$80.00	\$1,600.00	\$49.20	\$984.00	\$100.00	\$2,000.00	\$65.00	\$1,300.00	\$75.00	\$1,500.00	\$145.00	\$2,900.00
25	Open Cut & Patch Concrete Driveway	60	SY	\$100.00	\$6,000.00	\$96.30	\$5,778.00	\$75.00	\$4,500.00	\$115.00	\$6,900.00	\$80.00	\$4,800.00	\$135.00	\$8,100.00
26	Gravel for Driveway Repair	145	TNS	\$35.00	\$5,075.00	\$37.30	\$5,408.50	\$30.00	\$4,350.00	\$30.00	\$4,350.00	\$40.00	\$4,350.00	\$40.00	\$5,800.00
27	3/4" Water Service, Short Side	12	EA	\$1,200.00	\$14,400.00	\$2,128.00	\$25,536.00	\$2,600.00	\$31,200.00	\$2,200.00	\$26,400.00	\$490.00	\$5,880.00	\$1,170.00	\$14,040.00
28	3/4" Water Service, Long Side	8	EA	\$1,700.00	\$13,600.00	\$2,327.00	\$18,616.00	\$5,800.00	\$46,400.00	\$3,500.00	\$28,000.00	\$3,150.00	\$25,200.00	\$1,290.00	\$10,320.00
29	Water Main Cleanup, Pressure Testing, and Sterilization	12200	LF	\$4.00	\$48,800.00	\$2.90	\$35,380.00	\$3.00	\$36,600.00	\$3.00	\$36,600.00	\$1.25	\$15,250.00	\$1.35	\$16,470.00
Total Bid Amount					\$1,863,675.00		\$1,872,752.50		\$2,051,850.00		\$2,230,850.00		\$2,236,644.00		\$2,249,993.00



Engineering
Landscape Architecture
Surveying

April 29, 2021

Mr. Wilmer Melton, III
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Kannapolis Crossing, Off-Site Utilities, Contract 2 - Sewer
Recommendation to Award

Dear Mr. Melton:

Bids were received for the above-referenced project on Wednesday, April 14th, 2021. This contract features a new duplex submersible sewer pump station with approximately 5,000 feet of 10" sewer force main along China Grove Road, and approximately 5,000 feet of 15" and 12" gravity sewer which parallels Cold Water Creek and Interstate 85 before crossing under Cold Water Creek and Interstate 85 to serve the Kannapolis Crossing development.

Five bids were accepted as summarized below:

CONTRACTOR	LOCATION	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	\$3,065,665.00
Dellinger, Inc.	Monroe, NC	\$3,591,066.00
State Utility Contractors	Monroe, NC	\$3,668,203.00
Hall Contracting	Charlotte, NC	\$3,748,759.00
Chandler Construction Services	Ninety-Six, NC	\$4,059,472.00

The low bidder is ELJ, Inc. from Jacksonville, NC. Our team has worked with ELJ, Inc. on multiple occasions throughout our careers, and we find them to be a reputable contractor capable of completing the construction in a clean and timely fashion. We have discussed the project and their bid with ELJ, Inc., and they are comfortable with the project at their bid price.

If the City's decision is to award the construction of the duplex submersible pump station, 10" sewer force main, and gravity sewer, LKC recommends the award be made to ELJ, Inc. for the low bid amount of \$3,065,665.00.

Attached to this recommendation is a Bid Tabulation showing detailed results of the bid. If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at rob@lkcengineering.com.

Sincerely,
LKC Engineering, PLLC


John R. McIntyre, P.E.

SUMMARY OF BID OPENING

April 14, 2021 @ 2:00 p.m.
Kannapolis Crossing, Offsite Utilities
Contract 2 - Sewer
City of Kannapolis
LKC Project No: Kann-19.01

CONTRACTOR	ADDRESS	LICENSE NO.	ADDENDA	BID BOND	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	47340	Yes	Yes	\$3,065,665.00
Dellinger	Monroe, NC	5992	Yes	Yes	\$3,591,066.00
State Utility Contractors	Monroe, NC	17793	Yes	Yes	\$3,668,203.00
Hall Contracting	Charlotte, NC	5689	Yes	Yes	\$3,748,759.00
Chandler Construction Services	Ninety Six, SC	27037	Yes	Yes	\$4,059,472.00



LKC

Reviewed and Certified as Presented Above



BID DATE: 4/14/2021

TIME: 2:00pm

LOCATION: City of Kannapolis, City Hall

PROJECT: Kannapolis Crossing
Off-site Utilities
Contract 2 - Sewer
Rec'd By: Rob McIntyre, P.E.

Kannapolis Crossing, Off-site Utilities, Contract 2 - Sewer													
ITEM	DESCRIPTION	QTY.	UNIT	ELJ, Inc.		Dellinger		State Utility Contractors		Hall Contracting		Chandler Construction Services	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, bonding and insurance. Cannot exceed 3% of Total Bid Amount	1	Lump Sum	Lump Sum	\$70,000.00	Lump Sum	\$105,000.00	Lump Sum	\$110,000.00	Lump Sum	\$112,460.00	Lump Sum	\$121,000.00
2	Pump Station Entrance Road to include: Grading and Gravel Entrance and Parking Area. Clearing and Grubbing included under separate bid item.	1	Lump Sum	Lump Sum	\$100,000.00	Lump Sum	\$80,000.00	Lump Sum	\$52,000.00	Lump Sum	\$58,625.00	Lump Sum	\$37,400.00
3	Sewer Pump Station. Bid item shall include: new concrete structures, pumps, site piping, generator, coating systems, fence, and electrical systems.	1	Lump Sum	Lump Sum	\$465,000.00	Lump Sum	\$710,000.00	Lump Sum	\$585,000.00	Lump Sum	\$675,000.00	Lump Sum	\$804,282.00
4	Residential Well for Potable Water including 1" PVC waterline.	1	Lump Sum	Lump Sum	\$12,000.00	Lump Sum	\$22,000.00	Lump Sum	\$16,000.00	Lump Sum	\$11,050.00	Lump Sum	\$14,900.00
5	10" DR18 C900 PVC Force Main	4560	LF	\$70.00	\$319,200.00	\$75.00	\$342,000.00	\$78.00	\$355,680.00	\$74.00	\$337,440.00	\$85.00	\$387,600.00
6	10" Class 350 Restrained Joint DIP (P401 Lined)	100	LF	\$120.00	\$12,000.00	\$180.00	\$18,000.00	\$150.00	\$15,000.00	\$117.00	\$11,700.00	\$85.00	\$8,500.00
7	Force Main Installed by Directional Bore on Sheets FM1.2 and FM1.3 from STA 22+47 to STA 25+34. Lump Sum Guaranteed Price.	1	Lump Sum	Lump Sum	\$85,000.00	Lump Sum	\$105,000.00	Lump Sum	\$76,000.00	Lump Sum	\$60,000.00	Lump Sum	\$53,000.00
8	10" Plug Valve	2	EA	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$2,200.00	\$4,400.00	\$2,800.00	\$5,600.00	\$2,400.00	\$4,800.00
9	10" 45 deg-bend	5	EA	\$800.00	\$4,000.00	\$1,200.00	\$6,000.00	\$1,400.00	\$7,000.00	\$920.00	\$4,600.00	\$900.00	\$4,500.00
10	10" 22.5 deg-bend	2	EA	\$800.00	\$1,600.00	\$1,150.00	\$2,300.00	\$1,350.00	\$2,700.00	\$920.00	\$1,840.00	\$900.00	\$1,800.00



BID DATE: 4/14/2021

TIME: 2:00pm

LOCATION: City of Kannapolis, City Hall

PROJECT: Kannapolis Crossing
Off-site Utilities
Contract 2 - Sewer
Rec'd By: Rob McIntyre, P.E.

Kannapolis Crossing, Off-site Utilities, Contract 2 - Sewer				ELJ, Inc.		Dellinger		State Utility Contractors		Hall Contracting		Chandler Construction Services	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
11	10" x 6" Reducer	1	EA	\$800.00	\$800.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$750.00	\$750.00	\$900.00	\$900.00
12	Air Release Valve in Precast Concrete Manhole	2	EA	\$8,500.00	\$17,000.00	\$7,500.00	\$15,000.00	\$11,000.00	\$22,000.00	\$8,335.00	\$16,670.00	\$5,800.00	\$11,600.00
13	Connection to Existing Manhole at STA 49+23	1		Lump Sum	\$6,500.00	Lump Sum	\$11,000.00	Lump Sum	\$22,500.00	Lump Sum	\$79,500.00	Lump Sum	\$199,000.00
14	15" SDR 26 PVC Gravity Sewer, 14' - 16' Deep	40	LF	\$130.00	\$5,200.00	\$200.00	\$8,000.00	\$180.00	\$7,200.00	\$200.00	\$8,000.00	\$195.00	\$7,800.00
15	15" SDR 26 PVC Gravity Sewer, 16' - 18' Deep	210	LF	\$140.00	\$29,400.00	\$210.00	\$44,100.00	\$210.00	\$44,100.00	\$200.00	\$42,000.00	\$240.00	\$50,400.00
16	15" SDR 26 PVC Gravity Sewer, 18' - 20' Deep	60	LF	\$150.00	\$9,000.00	\$220.00	\$13,200.00	\$245.00	\$14,700.00	\$210.00	\$12,600.00	\$330.00	\$19,800.00
17	15" SDR 26 PVC Gravity Sewer, 20' - 22' Deep	26	LF	\$160.00	\$4,160.00	\$240.00	\$6,240.00	\$290.00	\$7,540.00	\$728.00	\$18,928.00	\$380.00	\$9,880.00
18	12" SDR 26 PVC Gravity Sewer, < 10' Deep	325	LF	\$70.00	\$22,750.00	\$80.00	\$26,000.00	\$148.00	\$48,100.00	\$110.00	\$35,750.00	\$100.00	\$32,500.00
19	12" SDR 26 PVC Gravity Sewer, 10' - 12' Deep	765	LF	\$80.00	\$61,200.00	\$100.00	\$76,500.00	\$150.00	\$114,750.00	\$110.00	\$84,150.00	\$115.00	\$87,975.00
20	12" SDR 26 PVC Gravity Sewer, 12' - 14' Deep	360	LF	\$90.00	\$32,400.00	\$125.00	\$45,000.00	\$154.00	\$55,440.00	\$110.00	\$39,600.00	\$140.00	\$50,400.00
21	12" SDR 26 PVC Gravity Sewer, 14' - 16' Deep	1730	LF	\$100.00	\$173,000.00	\$150.00	\$259,500.00	\$161.00	\$278,530.00	\$125.00	\$216,250.00	\$180.00	\$311,400.00
22	12" SDR 26 PVC Gravity Sewer, 16' - 18' Deep	510	LF	\$110.00	\$56,100.00	\$190.00	\$96,900.00	\$187.00	\$95,370.00	\$155.00	\$79,050.00	\$230.00	\$117,300.00
23	12" SDR 26 PVC Gravity Sewer, 18' - 20' Deep	560	LF	\$120.00	\$67,200.00	\$200.00	\$112,000.00	\$220.00	\$123,200.00	\$195.00	\$109,200.00	\$320.00	\$179,200.00
24	12" SDR 26 PVC Gravity Sewer, 20' - 22' Deep	30	LF	\$140.00	\$4,200.00	\$220.00	\$6,600.00	\$260.00	\$7,800.00	\$400.00	\$12,000.00	\$365.00	\$10,950.00
25	12" SDR 26 PVC Gravity Sewer From Sta 27+70 to Sta 28+50, Under Abandoned Portion of Bostian Road.	80	LF	\$500.00	\$40,000.00	\$300.00	\$24,000.00	\$430.00	\$34,400.00	\$400.00	\$32,000.00	\$390.00	\$31,200.00
26	12" Restrained Joint DIP Gravity Sewer, 8' - 10' Deep	41	LF	\$130.00	\$5,330.00	\$150.00	\$6,150.00	\$180.00	\$7,380.00	\$105.00	\$4,305.00	\$115.00	\$4,715.00
27	12" Restrained Joint DIP Gravity Sewer, 10' - 12' Deep	35	LF	\$140.00	\$4,900.00	\$165.00	\$5,775.00	\$185.00	\$6,475.00	\$105.00	\$3,675.00	\$135.00	\$4,725.00
28	12" Restrained Joint DIP Gravity Sewer, 14' - 16' Deep	15	LF	\$150.00	\$2,250.00	\$215.00	\$3,225.00	\$205.00	\$3,075.00	\$105.00	\$1,575.00	\$205.00	\$3,075.00
29	12" Restrained Joint DIP Gravity Sewer, 16' - 18' Deep	17	LF	\$160.00	\$2,720.00	\$250.00	\$4,250.00	\$235.00	\$3,995.00	\$131.00	\$2,227.00	\$250.00	\$4,250.00
30	12" SDR 26 PVC Gravity Sewer Installed Inside 24" Street Casing Pipe	45	LF	\$80.00	\$3,600.00	\$60.00	\$2,700.00	\$180.00	\$8,100.00	\$175.00	\$7,875.00	\$60.00	\$2,700.00
31	12" Restrained Joint DIP Gravity Sewer Installed Inside 36" Steel Casing Pipe	435	LF	\$110.00	\$47,850.00	\$110.00	\$47,850.00	\$180.00	\$78,300.00	\$100.00	\$43,500.00	\$75.00	\$32,625.00
32	4" Diameter Precast Concrete Manhole, 10' - 12' Deep	2	EA	\$4,800.00	\$9,600.00	\$5,900.00	\$11,800.00	\$3,800.00	\$7,600.00	\$7,200.00	\$14,400.00	\$6,300.00	\$12,600.00



BID DATE: 4/14/2021
TIME: 2:00pm

LOCATION: City of Kannapolis, City Hall

PROJECT: Kannapolis Crossing
Off-site Utilities
Contract 2 - Sewer
Rec'd By: Rob McIntyre, P.E.

Kannapolis Crossing, Off-site Utilities, Contract 2 - Sewer				ELJ, Inc.		Dellinger		State Utility Contractors		Hall Contracting		Chandler Construction Services	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
33	4" Diameter Precast Concrete Manhole, 12' - 14' Deep	2	EA	\$5,400.00	\$10,800.00	\$4,400.00	\$8,800.00	\$4,200.00	\$8,400.00	\$7,200.00	\$14,400.00	\$7,800.00	\$15,600.00
34	4" Diameter Precast Concrete Manhole, 14' - 16' Deep	3	EA	\$6,000.00	\$18,000.00	\$4,900.00	\$14,700.00	\$4,600.00	\$13,800.00	\$7,885.00	\$23,655.00	\$7,300.00	\$21,900.00
35	4" Diameter Precast Concrete Manhole, 16' - 18' Deep	5	EA	\$6,600.00	\$33,000.00	\$5,400.00	\$27,000.00	\$5,400.00	\$27,000.00	\$8,190.00	\$40,950.00	\$8,200.00	\$41,000.00
36	4" Diameter Precast Concrete Manhole, 18' - 20' Deep	4	EA	\$7,200.00	\$28,800.00	\$6,000.00	\$24,000.00	\$6,300.00	\$25,200.00	\$8,510.00	\$34,040.00	\$8,200.00	\$32,800.00
37	4" Diameter Precast Concrete Manhole, 20' - 22' Deep	2	EA	\$7,900.00	\$15,800.00	\$6,600.00	\$13,200.00	\$7,700.00	\$15,400.00	\$11,775.00	\$23,550.00	\$8,200.00	\$16,400.00
38	Anti-Seep Collar	5	EA	\$500.00	\$2,500.00	\$1,800.00	\$9,000.00	\$1,800.00	\$9,000.00	\$2,550.00	\$12,750.00	\$1,500.00	\$7,500.00
39	24" Steel Casing Installed by Bore and Jack at STA 40+50. Guaranteed Linear Foot Price.	45	LF	\$1,000.00	\$45,000.00	\$1,200.00	\$54,000.00	\$1,300.00	\$58,500.00	\$1,305.00	\$58,725.00	\$2,300.00	\$103,500.00
40	36" Steel Casing Installed by Bore and Jack under I-85. Guaranteed Linear Foot Price.	435	LF	\$2,100.00	\$913,500.00	\$2,000.00	\$870,000.00	\$2,165.00	\$941,775.00	\$2,350.00	\$1,022,250.00	\$2,000.00	\$870,000.00
41	Pre-Finished Steel Framed Gate	4	EA	\$800.00	\$3,200.00	\$1,900.00	\$7,600.00	\$2,900.00	\$11,600.00	\$1,560.00	\$6,240.00	\$1,200.00	\$4,800.00
42	Clearing and Grubbing	4.6	AC	\$10,000.00	\$46,000.00	\$15,000.00	\$69,000.00	\$70,500.00	\$94,300.00	\$30,000.00	\$138,000.00	\$14,000.00	\$64,400.00
43	Rock Excavation	1,800	CY	\$85.00	\$153,000.00	\$85.00	\$153,000.00	\$85.00	\$153,000.00	\$85.00	\$153,000.00	\$85.00	\$153,000.00
44	Select Backfill	1700	CY	\$30.00	\$51,000.00	\$30.00	\$51,000.00	\$30.00	\$51,000.00	\$30.00	\$51,000.00	\$30.00	\$51,000.00
45	Open Cut & Patch Asphalt Driveway	90	SY	\$80.00	\$7,200.00	\$70.00	\$6,300.00	\$65.00	\$5,850.00	\$77.00	\$6,930.00	\$100.00	\$9,000.00
46	Open Cut & Patch Concrete Driveway	50	SY	\$100.00	\$5,000.00	\$50.00	\$2,500.00	\$115.00	\$5,750.00	\$63.00	\$3,150.00	\$75.00	\$3,750.00
47	Gravel for Driveway Repair	50	TMS	\$35.00	\$1,750.00	\$40.00	\$2,000.00	\$30.00	\$1,500.00	\$26.00	\$1,300.00	\$30.00	\$1,500.00
48	Force Main Cleanup and Pressure Testing	4,947	LF	\$5.00	\$24,735.00	\$4.00	\$19,788.00	\$3.00	\$14,841.00	\$2.00	\$9,894.00	\$3.00	\$14,841.00
49	Gravity Sewer Cleanup and Testing	5284	LF	\$5.00	\$26,420.00	\$7.00	\$36,988.00	\$3.00	\$15,852.00	\$1.25	\$6,605.00	\$6.00	\$31,704.00
Total Bid Amount				\$3,065,665.00		\$3,591,066.00		\$3,668,203.00		\$3,748,759.00		\$4,059,472.00	



Engineering
Landscape Architecture
Surveying

April 29, 2021

Mr. Wilmer Melton, III
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Kannapolis Crossing, Off-Site Utilities, Contract 3 – Elevated Storage Tank
Recommendation to Award

Dear Mr. Melton:

Bids were received for the above-referenced project on Wednesday, March 31st, 2021. This contract features a 300,000-gallon spheroid elevated storage tank located within the Kannapolis Crossing property.

Four bids were accepted as summarized below:

CONTRACTOR	LOCATION	BID AMOUNT
Phoenix Fabricators	Avon, Indiana	\$1,894,000.00
Caldwell Tanks	Louisville, Kentucky	\$1,975,000.00
Maguire Iron, Inc.	Sioux Falls, SD	\$2,148,000.00
Landmark Structures	Fort Worth, TX	\$2,269,000.00

The low bidder for the 300,000-gallon tank is Phoenix Fabricators from Avon, Indiana. Our team has worked with Phoenix Fabricators on multiple occasions throughout our careers, and we find them to be a reputable contractor capable of completing the construction in a clean and timely fashion. We have discussed the project and their bid with Phoenix Fabricators, and they are comfortable with the project at their bid price. If the City's decision is to award the 300,000-gallon tank, LKC recommends the award be made to Phoenix Fabricators for the low bid amount of \$1,894,000.00

If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at rob@lkceengineering.com.

Sincerely,
LKC Engineering, PLLC

John R. McIntyre, P.E.

SUMMARY OF BID OPENING

Bid Opening - March 31, 2021
Kannapolis Crossing, Off-Site Utilities
Contract 3 - Elevated Storage Tank
City of Kannapolis
LKC Project No: Kann-19.01

CONTRACTOR	ADDRESS	LICENSE	BID AMOUNT
Phoenix Fabricators	Avon, IN	21640	\$1,894,000.00
Caldwell Tanks, Inc	Louisville, KY	2508	\$1,975,000.00
Maguire Iron, Inc.	Sioux Falls, SD	78997	\$2,148,000.00
Landmark Structures	Fort Worth, TX	49304	\$2,269,000.00



LKC

Reviewed and Certified as Presented Above



Engineering
Landscape Architecture
Surveying

April 29, 2021

Mr. Wilmer Melton, III
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Kannapolis Crossing, Off-Site Utilities, Contract 4 – Booster Pump Station
Recommendation to Award

Dear Mr. Melton:

Bids were received for the above-referenced project on Wednesday, April 14th, 2021. This contract features a new water booster pump station consisting of two 500-gpm pumps and a slot for a future third pump.

Eleven bids were accepted as summarized below:

CONTRACTOR	LOCATION	BID AMOUNT
CMH Solutions	Huntersville, NC	\$647,169.00
Gilbert Engineering	Statesville, NC	\$688,670.00
ELJ, Inc.	Jacksonville, NC	\$717,800.00
Turner Murphy, Co.	Rock Hill, SC	\$773,874.00
Laughlin-Sutton Construction	Greensboro, NC	\$835,800.00
M.B. Kahn	Columbia, SC	\$873,378.00
Harper Corporation	Greenville, SC	\$984,000.00
Hall Contracting	Charlotte, NC	\$999,742.00
Wharton-Smith, Inc.	Charlotte, NC	\$1,098,000.00
NJR Group Inc.	Albemarle, NC	\$1,117,073.00
Carolina Grading & Utilities	Jefferson, NC	\$1,412,000.00

The low bidder is CMH Solutions from Huntersville, NC. Although our team has never worked with CMH Solutions, they received high praise from all three references submitted with their bid. In addition, we

contacted other engineers that have and are currently working with CMH Solutions, and they also provided encouraging support for CMH Solution's management and workmanship.

We discussed the project directly with CMH Solution's estimating and project management team thoroughly. We feel they have a complete understanding of the project scope and expectations, and they are comfortable with their bid.

Based on the conversations with references, engineers, and conversations directly with CMH Solutions, our opinion is they are a reputable contractor capable of completing the construction in a clean and timely fashion. If the City's decision is to award the construction of the booster pump station, LKC recommends the award be made to CMH Solutions for the low bid amount of \$647,169.00.

If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at rob@lkcengineering.com.

Sincerely,
LKC Engineering, PLLC



John R. McIntyre, P.E.

SUMMARY OF BID OPENING

April 14, 2021 @ 2:00 p.m.
Kannapolis Crossing, Offsite Utilities
Contract 4 - Booster Pump Station
City of Kannapolis
LKC Project No: Kann-19.01

CONTRACTOR	ADDRESS	LICENSE NO.	ADDENDA	BID BOND	BID AMOUNT
CMH Solutions	Huntersville, NC	76732	Yes	Yes	\$647,169.00
Gilbert Engineering	Statesville, NC	999	Yes	Yes	\$688,670.00
ELJ, Inc.	Jacksonville, NC	47340	Yes	Yes	\$717,800.00
Turner Murphy Co., Inc.	Rock Hill, SC	9072	Yes	Yes	\$773,874.00
Laughlin-Sutton Construction	Greensboro, NC	3067	Yes	Yes	\$835,800.00
M.B. Kahn	Columbia, SC	1425	No	Yes	\$873,378.00
Harper Corporation	Greenville, SC	3146	Yes	Yes	\$984,000.00
Hall Contracting	Charlotte, NC	5689	Yes	Yes	\$999,742.00
Wharton-Smith, Inc.	Charlotte, NC	38755	Yes	Yes	\$1,098,000.00
NJR Group Inc.	Albemarle, NC	77426	Yes	Yes	\$1,117,073.00
Carolina Grading & Utilities	Jefferson, NC		Yes	Yes	\$1,412,000.00



LKC

Reviewed and Certified as Presented Above



Kannapolis Crossing, Off-site Utilities, Contract - 4		CMH Solutions		Gilbert Engineering		ELJ, Inc.		Turner Murphy Co.		Laughlin-Sutton Construction		M.B. Kahn	
ITEM	DESCRIPTION	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
1	Mobilization, Insurance, and Bonding. May not exceed 3% of Total Base Bid Amount	\$19,200.00	\$20,200.00			\$19,000.00		\$18,000.00		\$25,000.00		\$26,000.00	
2	Site grading including pump station gravel entrance road and gravel parking area.	\$76,708.00	\$84,620.00			\$130,000.00		\$125,000.00		\$95,000.00		\$115,000.00	
3	Below grade yard piping including testing.	\$60,113.00	\$56,900.00			\$100,000.00		\$55,000.00		\$35,000.00		\$75,000.00	
4	Pump station building including concrete slab.	\$87,985.00	\$165,400.00			\$170,000.00		\$165,000.00		\$406,200.00		\$240,000.00	
5	Booster pumps, station piping, and accessories.	\$284,395.00	\$151,700.00			\$200,000.00		\$113,374.00		\$105,000.00		\$107,378.00	
6	Coating systems.	\$8,123.00	\$20,120.00			\$15,800.00		\$25,000.00		\$14,500.00		\$15,000.00	
7	All electrical and mechanical systems including generator and ATS.	\$97,576.00	\$170,500.00			\$68,000.00		\$250,000.00		\$137,500.00		\$250,000.00	
8	Chain-link fence and gate.	\$7,744.00	\$9,430.00			\$9,500.00		\$17,500.00		\$11,600.00		\$15,000.00	
9	Final grading, cleanup, and site restoration.	\$5,325.00	\$9,800.00			\$5,500.00		\$25,000.00		\$6,000.00		\$30,000.00	
TOTAL BID AMOUNT		\$647,169.00	\$688,670.00			\$717,800.00		\$773,874.00		\$835,800.00		\$873,378.00	

Bid Date: 4/14/2021

Time: 2:00 PM

Location: City of Kannapolis, City Hall

PROJECT: Kannapolis Crossing Off-site Utilities Contract 4 - Booster Pump Station

RECEIVED BY: Rob McIntyre, P.E.



LKC		Bid Date: 4/14/2021	PROJECT: Kannapolis Crossing Off-site Utilities Contract 4 - Booster Pump Station			
		Time: 2:00 PM				
		Location: City of Kannapolis, City Hall	RECEIVED BY: Rob McIntyre, P.E.			
Kannapolis Crossing, Off-site Utilities, Contract - 4		Harper Corporation	Hall Contracting	Wharton-Smith, Inc.	NJR Group, Inc.	Carolina Grading & Utilities
ITEM	DESCRIPTION	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
1	Mobilization, Insurance, and Bonding. May not exceed 3% of Total Base Bid Amount	\$28,000.00	\$29,992.00	\$30,000.00	\$33,000.00	\$40,000.00
2	Site grading including pump station gravel entrance road and gravel parking area.	\$200,000.00	\$250,000.00	\$200,000.00	\$151,000.00	\$170,000.00
3	Below grade yard piping including testing.	\$100,000.00	\$15,000.00	\$100,000.00	\$146,500.00	\$50,000.00
4	Pump station building including concrete slab.	\$170,000.00	\$250,000.00	\$398,000.00	\$211,510.00	\$500,000.00
5	Booster pumps, station piping, and accessories.	\$211,000.00	\$250,000.00	\$110,000.00	\$267,000.00	\$200,000.00
6	Coating systems.	\$20,000.00	\$5,000.00	\$25,000.00	\$50,000.00	\$55,000.00
7	All electrical and mechanical systems including generator and ATS.	\$220,000.00	\$175,000.00	\$200,000.00	\$178,063.00	\$275,000.00
8	Chain-link fence and gate.	\$15,000.00	\$16,000.00	\$20,000.00	\$30,000.00	\$42,000.00
9	Final grading, cleanup, and site restoration.	\$20,000.00	\$8,750.00	\$15,000.00	\$50,000.00	\$80,000.00
TOTAL BID AMOUNT		\$984,000.00	\$999,742.00	\$1,098,000.00	\$1,117,073.00	\$1,412,000.00

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Kannapolis, North Carolina was duly held at in the City Hall Council Chambers, 401 Laureate Way in Kannapolis, North Carolina, the regular place of meeting, at 6:00 p.m. on June 28, 2021:

Members Present: Mayor M. Darrell Hinnant. Council Members: Dianne Berry; Tom Kincaid, Ryan Dayvault; Doug Wilson; Van Rowell and Darrell Jackson.

Members Absent: None

* * * * *

* * *

Councilmember Kincaid introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Council:

RESOLUTION #2021-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KANNAPOLIS,
NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL
GOVERNMENT COMMISSION FOR APPROVAL OF WATER AND SEWER
SYSTEM REVENUE BONDS AND CERTAIN RELATED MATTERS.**

WHEREAS, the City Council (the "*City Council*") of the City of Kannapolis, North Carolina (the "*City*") hereby determines that it is desirable to finance certain improvements to its water and sewer system (the "*Water and Sewer System*") and refinance certain existing Water and Sewer System obligations to achieve debt service savings;

WHEREAS, the City Council is considering the issuance of not to exceed \$31,795,000 Water and Sewer System Revenue Bonds (with appropriate designations added) (collectively, the "*2021 Bonds*") to (1) finance the costs of extensions, additions and capital improvements to, the acquisition, renewal or replacement of capital assets of, and purchasing and installing new equipment for the City's Water and Sewer System (the "*Projects*"), (2) refinance all or a portion of the outstanding amount of the City's Water and Sewer System Revenue Refunding Bond, Series 2011 and Water and Sewer System Revenue Bonds, Series 2013 (collectively, the "*Refunded Bonds*"), the proceeds of which were used to finance and refinance Water and Sewer System facilities and improvements and (3) pay the costs of issuing the 2021 Bonds; and

WHEREAS, the City has retained or will retain (A) Parker Poe Adams & Bernstein LLP, as bond counsel for the 2021 Bonds, (B) Davenport & Company LLC, as financial advisor for the 2021 Bond, (C) U.S. Bank National Association, as trustee for the 2021 Bonds and (D) Willdan Financial Services as feasibility consultant (collectively, the "*Financing Team*"); and

WHEREAS, the City staff and the City's financial advisor have solicited requests for proposals from financial institutions to purchase the 2021 Bonds; and

WHEREAS, the City Council wants the Finance Director, or her designee, to file with the Local Government Commission of North Carolina (the "*Commission*") an application for its approval of the 2021 Bonds, on a form prescribed by the Commission, and (1) request in such application that the Commission approve (A) the negotiation of the sale of the 2021 Bonds to a financial institution to be determined pursuant to the request for proposal process, (B) the City's use of the Financing Team in connection with the issuance of the 2021 Bonds; and (2) state in such application such facts and to attach thereto such exhibits in regard to the 2021 Bonds and to the City and its financial condition, as may be required by the Commission, and to take all other action necessary to the issuance of the 2021 Bonds.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF KANNAPOLIS, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:

Section 1. That the 2021 Bonds are to be issued by the City for the purpose of providing funds to (1) finance the Projects, (2) refinance the Refunded Bonds and (3) pay the costs of issuing the 2021 Bonds, all as shall be set out in the documents attached to the City's application to the Commission. The use of the proceeds of the 2021 Bonds, as described, is necessary to meet the needs of the users of the Water and Sewer System, to achieve debt service savings related to the Refunded Bonds for the benefit of the users of the Water and Sewer System and to assure that the Water and Sewer System remains in full compliance with all state and federal requirements for the provision of water and sewer services.

Section 2. That the Financing Team is hereby approved in connection with the issuance by the City of the 2021 Bonds, and the City Manager, the Assistant City Manager and the Finance Director, and their respective designees, in consultation with the Commission, are each hereby authorized to retain other persons or organizations as may be necessary and appropriate to carry out the intention of this Resolution.

Section 3. That the Finance Director, or her designee, with advice from bond counsel and the financial advisor, is hereby authorized, directed and designated to file an application with the Commission for its approval of the issuance of the 2021 Bonds.

Section 4. That the City Council finds and determines and asks the Commission to find and determine from the City's application and supporting documentation:

- (a) that the issuance of the 2021 Bonds are necessary or expedient;
- (b) that the not to exceed stated principal amount of the 2021 Bonds will be sufficient but is not excessive, when added to other money available to the Water and Sewer System, to finance the Projects and refinance the Refunded Bonds;
- (c) that the Water and Sewer System as now constituted, and as it will be constituted after the completion of the proposed projects, is feasible;
- (d) that the City's debt management procedure and policies are good; and
- (e) that the 2021 Bonds can be marketed at a reasonable interest cost to the City.

Section 5. That the Mayor, the City Manager, the Assistant City Manager, the Finance Director, the City Attorney and their respective designees are each hereby authorized to do any and all other things necessary to complete the steps necessary for the authorization of the 2021 Bonds.

Section 6. That this Resolution is effective on the date of its adoption.

This 28th day of June, 2021.

STATE OF NORTH CAROLINA)

CITY OF KANNAPOLIS.)

SS:

I, *Bridgette Bell*, City Clerk of the City of Kannapolis, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KANNAPOLIS, NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF WATER AND SEWER SYSTEM REVENUE BONDS AND CERTAIN RELATED MATTERS" adopted by the City Council of the City of Kannapolis, North Carolina, at a meeting held on the 28th day of June, 2021.

WITNESS my hand and the corporate seal of the City of Kannapolis, North Carolina, this the 28th day of June, 2021.

[Seal]



Bridgette Bell
Bridgette Bell
City Clerk
City of Kannapolis, North Carolina

NOTICE TO PROCEED

Owner:	City of Kannapolis	Owner's Contract No.:	N/A
Contractor:	ELJ, Inc.	Contractor's Project No.:	
Engineer:	LKC Engineering, PLLC	Engineer's Project No.:	Kann-19.01
Project:	Kannapolis Crossing, Off-Site Utilities, Contract 1 - Waterline	Contract Name:	N/A
		Effective Date of Contract:	5/27/2021

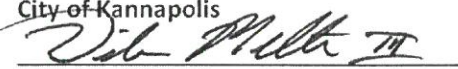
TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on July 12, 2021. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the **calendar days** to Substantial Completion is 240 days, and the **calendar days** to readiness for final payment is 300 days.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:	City of Kannapolis 
	Authorized Signature
By:	Wilmer Melton, III
Title:	Assistant City Manager
Date Issued:	7/2/2021

Copy: Engineer

NOTICE TO PROCEED

Owner:	City of Kannapolis	Owner's Contract No.:	N/A
Contractor:	ELJ, Inc.	Contractor's Project No.:	
Engineer:	LKC Engineering, PLLC	Engineer's Project No.:	Kann-19.01
Project:	Kannapolis Crossing, Off-Site Utilities, Contract 2 – Sewer	Contract Name:	N/A
		Effective Date of Contract:	5/27/2021

TO CONTRACTOR:

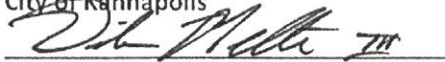
Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on July 12, 2021. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the **calendar days to Substantial Completion is 300 days**, and the **calendar days to readiness for final payment is 360 days**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Kannapolis



Authorized Signature

By: Wilmer Melton

Title: Assistant City Manager

Date Issued: 7/2/2021

Copy: Engineer

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: Bob Pendergrass. Animal Services Director
DATE: 10/05/2021
SUBJECT: Permission to Submit Non-Matching Grant to Reimburse Red Wolf Expenses

Under the American Rescue Plan Act provisions, Section 6003(a)(2) of Public Law (P.L.) 117-2, \$30,000,000 was set aside to fund recovery of expenses for facilities involved with conservation of endangered species. These are species protected under the Endangered Species Act that are housed in facilities that could show lost revenues due to Covid closures and restrictions.

Rowan Wild at Dan Nicholas Park is part of a partnership plan with US Fish and Wildlife Service and other red Wolf Species Survival Plan partner facilities to house and breed Red Wolves, a critically endangered species.

As we lost a large amount of revenue last year due to Covid restrictions, we qualify to apply for these funds for expense that we can show that apply specifically to the care of these Red Wolves. We can definitely show receipts for food and veterinary expense, but are also allowed by application rules to estimate staff time involved in the daily care of these animals.

Staff is working on details but we expect to be able to show close to \$10,000 in expenses.

These funds do not require a local match.

The deadline for submission is November 1, 2021.

The grant is being administered by the American Zoo and Aquarium Association.(AZA).

Staff requests permission to apply for these funds as determined by expenses that we can show proof of. We would also request that, in staying with the intended purpose of the funding, we would spend these funds, if so awarded, specifically on further work and facilities for our Red Wolf Conservation efforts.

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: 10/5/21
SUBJECT: Authorization to Purchase from H-GAC Cooperative Purchasing Program

Rowan County would like to enter into an agreement with Houston-Galveston Area Council (H-GAC) to purchase through the Cooperative Purchasing Program. H-GAC requires this attached agreement before the County can purchase. These purchases will be in accordance with G.S. 143-129(e)(3), which will exempt the County from bidding requirements if the County purchases equipment from a contract established through a “formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies.” This will provide departments with additional options when checking prices on products to be purchase.

Attached is the agreement with H-GAC Cooperative Purchasing Program.

The Purchasing Department recommends that the Board of Commissioners authorize the County Manager to enter into an agreement with Houston-Galveston Area Council to purchase through the Cooperative Purchasing Program when in the best interest of the County.

ATTACHMENTS:

Description	Upload Date	Type
H-GAC	10/5/2021	Cover Memo

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **Rowan County**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **130 W. Innes Street Salisbury, NC 28144**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **10/18/2021** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2021** and ends **09/21/2021**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

Rowan County

Name of End User (local government, agency, or non-profit corporation)

130 W. Innes Street

Mailing Address

Salisbury, NC 28144

City, State ZIP Code

Signature of chief elected or appointed official | Date

Aaron Church, County Manager

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By:

Executive Director

Date:



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: **Rowan County** County Name: **Rowan**

Mailing Address: **130 W. Innes Street Salisbury, NC 28144**

Main Telephone Number: **704-216-8100** FAX Number: **704-216-8166**

Physical Address: **130 W. Innes Street Salisbury, NC >28144**

Web Site Address: **www.rowancountync.gov**

Official Contact: **Anna Bumgarner**

Mailing Address: **130 W. Innes Street**
Salisbury, NC 28144

Title: **Purchasing Director**

Ph No.: **704-216-8174**

FX No.: **704-216-8166**

E-Mail Address:

anna.bumgarner@rowancountync.gov

Authorized Official: **Aaron Church**

Mailing Address: **130 W. Innes Street**
Salisbury, NC 28144

Title: **County Manager**

Ph No.: **704-216-8180**

FX No.:

E-Mail Address:

aaron.church@rowancountync.gov

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.

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: Casey Robinson, Assistant Tax Collector
DATE: October 8, 2021
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
September 2021 Tax Refunds	10/8/2021	Cover Memo
AUGUST 2021 VTS REFUNDS	10/8/2021	Cover Memo

ENTERED
10-07-21

mail
10/22/2021

SEPTEMBER 2021 TAX REFUNDS

TAXPAYER NAME	TAXPAYER NAME 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	REFUND
20/20 SETTLEMENT SERVICES LLC		333 TECHNOLOGY DRIVE, SUITE 112		CANONSBURG	PA	15317	195 CEMETERY CHURCH RD	567 035	1,002.20
20/20 SETTLEMENT SERVICES LLC		333 TECHNOLOGY DRIVE, SUITE 112		CANONSBURG	PA	15317	265 ELLIS ROAD LOOP	321A096	643.86
A & B PAINTING		230 GLENMERE LN		MOORESVILLE	NC	28115	230 GLENMERE LN	241 008	7.30
ADKINS CARTER PA		129 N MAIN ST		SALISBURY	NC	28144	1027 CONESTOGA TRL	469 028000002	1.71
ADVANTAGE TITLE LLC		137 MAIN STREET		BAY ST LOUIS	MS	39520	1220 EMERALD BAY DR	503C013	4,330.14
AHMAD TANVEER & SPOUSE	AHMAD MISTY	447 CORNWALL DR		SALISBURY	NC	28147	447 CORNWALL DR	472D035	21.36
ALSTON DINEISE		522 ELM ST		SALISBURY	NC	28144	522 ELM ST	013 212	100.00
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	510 CRUSE RD	418 031	909.43
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	510 CRUSE RD	418 031	152.95
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	645 EASTLAND LN	630 182	1,355.20
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	120 CHESTERFIELD DR	634 101	2,506.25
AMROCK LLC - NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	180 PHEASANT LN	361B012	1,087.52
AMROCK LLC - NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	4545 MOORESVILLE RD	464 057	849.74
AMROCK LLC - NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	528 CATAWBA RD	002 004	2,261.76
AMROCK LLC - NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	9340 WRIGHT RD	242 034	825.65
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	0 US 52 HWY	623 03300000002	251.23
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	1075 WENTWOOD LN	479H007	1,343.09
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	21145 OLD BEATTY FORD RD	547 038	1,309.29
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	235 MT MORIAH CHURCH RD	130 079A	1,960.99
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	3011 SCHOOL ST	412 025	2,403.95
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	325 BONANZA DR	310C240	1,172.54
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	525 HURLEY SCHOOL RD	453 034	1,040.22
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	5820 US 52 HWY	623 03300000001	1,398.46
BAKER MILL FARM LLC		1565 BAKER MILL RD		CLEVELAND	NC	27013	0 CHENAULT RD	729 00900000002	3.11
BAKER MILL FARM LLC		1565 BAKER MILL RD		CLEVELAND	NC	27013	1565 BAKER MILL RD	729 00900000001	19.43
BAKER ROBERT NEILL & WF	BAKER JANET ADCOX	985 JONES RD		MOUNT ULLA	NC	28125	985 JONES RD	572 046	15.78
BANK OF AMERICA	LEASING & CAPITAL LLC	2059 NORTHLAKE PARKWAY, 3RD NORTH		TUCKER	GA	30084	PERSONAL PROPERTY	164057	3,486.48
BARRINGER FLOYD H & WF	BARINGER TRACY L	PO BOX 534		RICHFIELD	NC	28137	1250 FRALEY ACRES LN	537 010	6.44
BARROW APRIL S		1315 KEPLY RD		SALISBURY	NC	28147	1700 N MAIN ST	004 058	14.24
BASINGER LINDA		625 PANTHER POINT TRL		RICHFIELD	NC	28137	625 PANTHER POINT TR	504 035	12.13
BEACH VICKIE ARGABRIGHT &	BEACH JAMIE JOSEPH	701 AZALEA LN		CHINA GROVE	NC	28023	701 AZALEA LN	118D208	30.94
BEAVER ELISE TAYLOR		505 HILL RD		GOLD HILL	NC	28071	1106 S HIGHLAND AV	157 069	1.62
BEAVER ELISE TAYLOR		505 HILL RD		GOLD HILL	NC	28071	209 W ROUND ST	106 131	1.87
BEAVER PAULINE F	BEAVER PAULINE F	212 ROLLING RD		KANNAPOLIS	NC	28081	1009 PUMP STATION RD	142 066	15.43
BLANKENSHIP JERRY L & WF	BLANKENSHIP RITA B	2385 STEELE RD		CLEVELAND	NC	27013	0 STEELE RD	716 017	6.36
BOUTILIER RICHARD HENRY & WF	BOUTILIER LINDA BECK	155 SPRING OAK DR		SALISBURY	NC	28147	155 SPRING OAK DR	478 063	9.30
BRIDLEWOOD PROPERTIES LLC		PO BOX 1961		CONCORD	NC	28026	0 TURKEY RD	145 016	4.23
BRIDLEWOOD PROPERTIES LLC		PO BOX 1961		CONCORD	NC	28026	707 ROY CLINE RD	430A089	1.87
BRISSON DONALD & WF	BRISSON PRISCILLA PEACOCK	90 HOLLOW LOG TRAIL		CROSSVILLE	TN	38572	0 SECOND ST	411A02803	1.43
BROTHERTON JEFFERY L & WF	BROTHERTON DONNA B	305 DEER HAVEN DR		CHINA GROVE	NC	28023	305 DEER HAVEN DR	125A041	3.83
BROWN CHARLES LAFATE		377 ROSEMONT RD		SALISBURY	NC	28146	385 ROSEMONT RD	417 007	2.51
BROWN LANCE	BROWN ASHLEY LOEHR	19210-303 CHANDLERS LANDING DR		CORNELIUS	NC	28031	PERSONAL PROPERTY	178415	4.48
BROWN LINDA G		8210 BRETON WAY		HARRISBURG	NC	28075	44 HILL ST	018 104	28.93
BURCH DALLAS CONNOR & WF	BURCH SIERRA MILLER	1629 BARNHARDT RD		CHINA GROVE	NC	28023	1629 BARNHARDT RD	221 167	754.13
C4 CSTORE HOLDINGS LL LLC (LFS)		121 W TRADE ST SUITE 2550		CHARLOTTE	NC	28202	1215 LONG FERRY RD	052 213	10.04
CAMPBELL CHARLIE RAYMOND ESTATE	CAMPBELL LOUISE P	1530 LONGBOW DR		KANNAPOLIS	NC	28081	6657 ROBERTS DR	246 217	1.38
CAMPBELL RAPLH & WF		1530 LONGBOW DR		KANNAPOLIS	NC	28081	2810 COUNTRYSIDE DR	249B227	4.72
CANAAN MISSIONARY BAPTIST CH	OF SALISBURY INC	785 BARRINGER ST		SALISBURY	NC	28146	0 N MAIN ST	064 047	10.77
CANAAN MISSIONARY BAPTIST CH	OF SALISBURY INC	785 BARRINGER ST		SALISBURY	NC	28146	775 BARRINGER ST	403A067	7.53
CARTER PAUL M, MD		2409 TORCROSS DR		FAYETTEVILLE	NC	28304	0 CORRIHER GRAVEL RD	482A026	3.89
CARTER PAUL M, MD		2409 TORCROSS DR		FAYETTEVILLE	NC	28304	0 NEELYTOWN RD	482A034	1.61
CARTER PAUL M, MD		2409 TORCROSS DR		FAYETTEVILLE	NC	28304	235 NEELYTOWN RD	482A003	9.67
CATERPILLAR INC	ATTN CAESAR JACKSON GLOBAL TAX	100 NE ADAMS ST		PEORIA	IL	61629	PERSONAL PROPERTY	178326	3.74
CHANDLER & GIBSON PLLC		2901 COLSGATE ROAD, SUITE 200		CHARLOTTE	NC	28211	103 E GEROLD ST	026 361	10.49
CHANNEY DEBORA E		383 SMITH GROVE RD		OAKBORO	NC	28129	420 SPORTSMAN DR	500A133	17.57
CHARLES MARK ENTERPRISES		PO BOX 598		KANNAPOLIS	NC	28082	165 SECHLER ST	133 282	66.01

Sonya Parnell
Tax Collector

Batch # 5526
(287)

CHEP USA		5897 WINDWARD PKWY		ALPHARETTA	GA	30005	255 FRONT CREEK RD	180417	2,689.01
CHICAGO TITLE INSURANCE COMPANY		6500 PINECREST SUITE 600		PLANO	TX	75024	1107 CRUSE RD	417 334	150.55
CITRIN & WHITMAN PA	ESCROW ACCT	22 WINSTON ST		THOMASVILLE	NC	27360	104 FELLOWSHIP AVE	249D065	7.24
COLEY BUDDY R		40872 HEARNE RD		NEW LONDON	NC	28127	17520 STOKES FERRY RD	549A020	5.60
COOK TIMMY MICHAEL		PO BOX 1492		ROCKWELL	NC	28138	PERSONAL PROPERTY	996709	7.70
COOPER LEGAL FIRM PC		5620 CONCORD PARKWAY SUITE 103		CONCORD	NC	28027	330 S CALDWELL ST	009 144	1.19
COOPER LEGAL FIRM PC		5620 CONCORD PKWY S, SUITE 103		CONCORD	NC	28027	0 LOGANBERRY LN	065F376	365.50
CORLEY MICHAEL BRUCE	CORLEY JERI YOW	4640 SOUTHWOOD RD		SALISBURY	NC	28147	4640 SOUTHWOOD RD	408 041	429.13
COSTNER LAW OFFICE PLLC	BUILDER REAL ESTATE TRUST	10125 BERKELEY PLACE DR		CHARLOTTE	NC	28262	980 TAMARY WAY	132C059	20.80
CPO W.L. BYERS, USN, RET		2024 TYLER TR		LAWRENCEVILLE	GA	30043	0 DREAM LN	610 032	4.02
CURLEE HARRY LEE ETAL		345 PHANIEL CHURCH RD		ROCKWELL	NC	28138	345 PHANIEL CHURCH RD	428 059	3.42
DAVIS LISA DUNN		3475 RIVER RD		RICHFIELD	NC	28137	3475 RIVER RD	530B028	6.28
DEES DOTTIE HANSELL		447 FOSTERS GROVE RD		CHESNEE	SC	29323	0 MORGAN RD	520 084	1.12
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146	618 N CHAPEL ST	109 049	9.33
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146	721 S JACKSON ST	015 211	7.60
DSO		402 N MAIN ST		SALISBURY	NC	28144	PERSONAL PROPERTY	171804	66.00
DUDLEY ROBERT LEE & WF	DUDLEY NANCY S	2025 CAUBLE RD		SALISBURY	NC	28144	PERSONAL PROPERTY	101636	2.13
EAVES BRYANT G	J.A.M. LOGISTICS	304 SAINT JOSEPH ST		KANNAPOLIS	NC	28083	0 ERVIN WOODS DR	249B492	3.10
EDWARDS LINDSEY S &	EDWARDS JANET W	602 MULBERRY LN		SALISBURY	NC	28146	602 MULBERRY LN	403B091	12.82
ELLERBE ROGER		360 PINE VALLEY RD		SALISBURY	NC	28147	360 PINE VALLEY RD	453A117	5.88
ELLIS BRENDA C		PO BOX 1231		MOORESVILLE	NC	28115	215 MEADOW LN	228B070	1.48
ELLIS MICHAEL E & WF	ELLIS BRENDA C	P.O. BOX 1231		MOORESVILLE	NC	28115	260 MEADOW LN	228B100	1.27
ESTATE OF LUCILLE V SMITH CURTIS		25 ST JOHNS CHURCH ROAD		CONCORD	NC	28025	621 LOCHSHIRE LN	8174029	9.89
FACEMIRE CYNTHIA ROBERTS		5345 CREEKWOOD DR		SALISBURY	NC	28147	PERSONAL PROPERTY	104364	85.72
FERGUSON HAYES HAWKINS & DEMAY PLLC		45 CHURCH STREET S	PO BOX 444	CONCORD	NC	28026	620 LOWER STONE CHURCH RD	363 167	2,227.26
FLOYD GREENE FAMILY LP RLLLP		PO BOX 220		OAK ISLAND	NC	28465	1116 ARBOR DR	114 081	18.21
FORE VERONICA		178 DEAL ESTATES DR		CHINA GROVE	NC	28023	178 DEAL ESTATES DR	137B005	31.27
G PATTESON WILLIAMS ATTORNET AT LAW		P O BOX 2009		CORNELIUS	NC	28031	PERSONAL PROPERTY	174697	1,327.45
GANTT MICHAEL WAYNE		111 S ENOCHVILLE AVE		KANNAPOLIS	NC	28081	111 S ENOCHVILLE AVE	249B064	10.16
GARNER ROBERT LEE		13849 PURPLE BLOOM LANE		CHARLOTTE	NC	28262	440 LOAFERS GLORY LN	529 025	1.44
GODBEY TERRY L	GODBEY ELIZABETH H	2430 OLD US HWY 70		CLEVELAND	NC	27013	0 OLD US 70 HWY	270 116	67.67
GODBEY TERRY L	GODBEY ELIZABETH H	2430 OLD US HWY 70		CLEVELAND	NC	27013	2430 OLD US 70 HWY	269 104	858.72
GOODWIN PROPERTIES		8950 CASTOR RD		SALISBURY	NC	28146	0 CASTOR RD	421 012	2.26
GOODWIN PROPERTIES		8950 CASTOR RD		SALISBURY	NC	28146	170 RYAN ST	018 135	6.41
GOODWIN PROPERTIES		8950 CASTOR RD		SALISBURY	NC	28146	71 HILL ST	018 172	6.06
GOODWIN PROPERTIES		8950 CASTOR RD		SALISBURY	NC	28146	8930 CASTOR RD	421 013	8.27
GOODWIN PROPERTIES		8950 CASTOR RD		SALISBURY	NC	28146	8950 CASTOR RD	421 014	12.87
GRAHAM JERRY WAYNE		1050 VIOLA LN		SALISBURY	NC	28146	1050 VIOLA LN	6501014	70.00
GREEN JESSE G JR & WF	GREEN CATHY L	240 FOREST ST		ROCKWELL	NC	28138	240 FOREST ST	366 076	17.08
GREENE JAMES N JR & WF	GREENE DIANNE Y	409 RIVIERA DR		SALISBURY	NC	28144	0 BELFRY CT	326M020	7.61
GREENE JAMES N JR & WF	GREENE DIANNE Y	409 RIVIERA DR		SALISBURY	NC	28144	409 RIVIERA DR	326M021	56.97
GUFFY STELLA B		260 LONG BOW RD		SALISBURY	NC	28144	260 LONG BOW RD	307B052	2.96
GUTTERSON DAVID PAUL JR		170 WILDLIFE ACCESS RD		RICHFIELD	NC	28137	170 WILDLIFE ACCESS RD	530A019	1.84
HALL TURNER CORRELL JR & WF	HALL PATRICIA BONDS	9935 NC 801 HWY		MOUNT ULLA	NC	28125	9935 NC 801 HWY	763 002	1,044.02
HANDS LAW OFFICE, PLLC		3558 N DAVIDSON ST		CHARLOTTE	NC	28205	707 N CRAIGE ST	006 255	1,218.31
HANNOLD NANCY H &HUS	HANNOLD RICHARD L JR	545 NEWPORT DR		SALISBURY	NC	28144	545 NEWPORT DR	300A026	868.81
HARRISON FORREST WAYNE & WF	HARRISON LISA LEAZER	12305 MAYES RD		HUNTERSVILLE	NC	28078	0 KETCHIE RD	556 010	54.75
HARRY MARSH LAW		1320 MATTHEWS-MINT HILL ROAD		MATTHEWS	NC	28105	0 SAFRIT RD	417C255	165.20
HARRY MARSH LAW		1320 MATTHEWS-MINT HILL ROAD		MATTHEWS	NC	28105	1503 SAFRIT RD	417C226	899.50
HARRY MARSH LAW		1320 MATTHEWS-MINT HILL ROAD		MATTHEWS	NC	28105	1722 S MAIN ST	014 363	4.00
HARRY MARSH LAW		1320 MATTHEWS-MINT HILL ROAD		MATTHEWS	NC	28105	1724 S MAIN ST	014 364	5.95
HATTAWAY JANICE OWEN		809 S CAROLINA AVE		SPENCER	NC	28159	809 S CAROLINA AVE	031 083	3.04
HE WILL DO IT, LLC		3225 MCCLEOD DR	SUITE 100	LAS VEGAS	NV	89121	1002 N SALISBURY AVE	038 075	7.96
HEYER GREGORY MICHAEL DBA	PAR ONE LOGISTICS	17740 STOKES FERRY RD		NEW LONDON	NC	28127	17740 STOKES FERRY RD	166587	493.92
HIATT DAVID MICHAEL &	HIATT RITA G CO-TRUSTEES	185 RITING RD		SALISBURY	NC	28147	PERSONAL PROPERTY	114481	15.53
HINCEMAN CONSTRUCTION CO INC		PO BOX 829		GRANITE QUARRY	NC	28072	700 NEWSOME RD	057A181	306.01
HINSON FAULK PA		403 GILEAD RD SUITE J		HUNTERSVILLE	NC	28078	12575 BRINGLE FERRY RD	514 045	11.63
HINSON TRACY KEITH		2125 CHENAULT RD		CLEVELAND	NC	27013	0 CHENAULT RD	258 109	1.68
HINSON TRACY KEITH		2125 CHENAULT RD		CLEVELAND	NC	27013	0 THIRD CREEK CHURCH RD	258 126	1.69

HINSON TRACY KEITH		2125 CHENAULT RD		CLEVELAND	NC	27013	2125 CHENAULT RD	258 121	3.78
HIPP KENNETH N		165 NORRIS DR		SALISBURY	NC	28147	165 NORRIS DR	451 076	13.26
HOFFNER BROTHERS , LLC		610 KETCHIE RD		MOUNT ULLA	NC	28125	0 KETCHIE RD	550 001	12.35
HOFFNER BROTHERS, LLC		610 KETCHIE RD		MOUNT ULLA	NC	28125	610 KETCHIE RD	166661	27.74
HOFFNER BROTHERS, LLC		610 KETCHIE RD		MOUNT ULLA	NC	28125	0 STATESVILLE BLVD	265 046	1.60
HOFFNER BROTHERS, LLC		610 KETCHIE RD		MOUNT ULLA	NC	28125	2895 HALL RD	550 035	6.97
HOFFNER BROTHERS, LLC		610 KETCHIE RD		MOUNT ULLA	NC	28125	500 KETCHIE RD	550 046	5.41
HOFFNER BROTHERS, LLC		610 KETCHIE RD		MOUNT ULLA	NC	28125	610 KETCHIE RD	550 033	18.71
HOFFNER BROTHERS, LLC		610 KETCHIE RD		MOUNT ULLA	NC	28125	0 KETCHIE RD	550 051	2.74
HOFFNER BROTHERS, LLC		610 KETCHIE RD		MOUNT ULLA	NC	28125	0 KETCHIE RD	550 013	2.07
HOFMANN BERND H & WF	HOFMANN MARY K	5975 US 52 HWY		SALISBURY	NC	28146	5975 US 52 HWY	628 011	15.90
HOLLIFIELD JAMES WILLIAM & WF	HOLLIFIELD ANN L	14715 OLD BEATTY FORD RD		GOLD HILL	NC	28071	0 OLD BEATTY FORD RD	382 005000002	5.00
HOLSHOUSER MICHAEL TODD & WF	HOLSHOUSER LISA	130 NEWPORT DR		SALISBURY	NC	28144	130 NEWPORT DR	300A044	9.49
HOLT PATRICIA DIANE		8195 OLD CONCORD RD		SALISBURY	NC	28146	8195 OLD CONCORD RD	423A033	5.12
HOMSOMBATH BOUKEO	HOMSOMBATH NYVANH	5154 BATTLE RUN DR		CATAWBA	NC	28609	137 HOMSOMBATH LN	111 083	1.70
HONBARRIER GUY EDWARD		1345 POTNECK RD		SALISBURY	NC	28147	POTNECK RD	302 068	1.36
HOUGH NATHAN MICHAEL &	HOUGH DANIELLE JONES	175 BETH DR		CHINA GROVE	NC	28023	175 BETH DR	138 038	832.77
HUGHES CAROLYN JEAN		201 GALLANT CIR		CHINA GROVE	NC	28023	201 GALLANT CIR	130E014	150.00
HURLEY GLORIA A		28087 VALLEY DR		ALBEMARLE	NC	28001	331 ALLMAN FARM RD	249A040	4.16
JAMISON PATRICIA ARLENE		1026 GRADY ST		SALISBURY	NC	28144	1026 GRADY ST	012 120	20.98
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	0 STATESVILLE BLVD	334 003	2.69
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	109 ELM ST	013 30401	23.49
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	1101 CROSBY ST	013 304	10.84
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	1105 CROSBY ST	013 441	12.07
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	1109 CROSBY ST	013 442	12.31
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	1113 CROSBY ST	013 443	12.39
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	1117 CROSBY ST	013 444	12.64
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	125 ACKERT AVE	020 002	10.76
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	1416 VAN NUYS ST	020 034	9.09
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	1421 OLD MOCKSVILLE RD	325 009	16.34
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	229 W KERR ST	010 121	23.84
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	303 INSTITUTE ST	009 093	15.98
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	409 S MERRITT AVE	005 00301	8.99
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	418 MORLAN PARK RD	065 123	7.94
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	450 PEACH ORCHARD RD	407B085	5.70
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	610 S CLAY ST	015 512	11.67
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	708 W CEMETERY ST	006 130	14.25
JNA PROPERTIES LLC		319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	803 W KERR ST	006 162	11.98
JONES CHILDERS DONALDSON & WEBB PLLC		PO BOX 3010		MOORESVILLE	NC	28117	808 JET ST	154 013	10.28
KALOGEROMITROS DIMITRIOS & WF	KALOGEROMITROS LOUKIA	319 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	319 TRAPPERS RIDGE DR	357E331	53.09
KANE PATRICK E		3625 CHARTERHALL LANE		CHARLOTTE	NC	28215	408 LANDIS OAK WAY	129L016	1,837.45
KAUFMANN JOSEPH JOHN & WF	KAUFMANN JESSIE MATARAZZO	2211 SUMMIT AVENUE		KANNAPOLIS	NC	28081	2211 SUMMIT AVE	160 259	1,346.07
KENDALL JOHN JEFFERSON		1070 WYATT GROVE CHURCH RD		GOLD HILL	NC	28071	PERSONAL PROPERTY	180806	16.63
KIRBY BRENDA KAY		1875 MT HOPE CHURCH RD		SALISBURY	NC	28146	1875 MT HOPE CHURCH RD	417A045	5.73
KLUTTZ EVAN		3625 ABBEY HILL LANE		CHARLOTTE	NC	28210	515 RIVERWALK DR	646B009	30.14
KLUTTZ ROBERT T	KLUTTZ LISA H	300 THOMPSON RD		SALISBURY	NC	28147	300 THOMPSON RD	820 005	14.01
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	0 ENOCHVILLE RD	141 104	1.94
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	312 W DAVIS ST	157 063	26.00
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR BS		CORNELIUS	NC	28031	502 S SHAVER ST	019A053	2.11
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	5625 S MAIN ST	480 037	15.22
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	810 MT MORIAH CHURCH RD	130 315	2,171.94
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	814 MABLE AVE	151 369	8.52
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR BS		CORNELIUS	NC	28031	8195 OLD CONCORD RD	423A033	988.26
LANCASTER, TROTTER & POE, PLLC		4430 PARK ROAD		CHARLOTTE	NC	28209	106 E LIBERTY ST	101 063	9.69
LAW OFFICES OF KEVIN C LINK PC		1 BUFFALO AVE NW SUITE 3305		CONCORD	NC	28025	PERSONAL PROPERTY	179687	1.03
LAW OFFICES OF KEVIN C LINK PC		1 BUFFALO AVE NW SUITE 3305		CORNELIUS	NC	28025	140 MISTY LN	358A011	3.82
LAW OFFICES OF KEVIN C. LINK PC		1 BUFFALO AVE NW SUITE 3305		CONCORD	NC	28205	275 LAKEFRONT DR	502A011	1,614.07
LAZY FIVE		15100 MOORESVILLE RD		MOORESVILLE	NC	28115	0 JONES RD	573 018	1.27
LEAR DAVID MICHAEL & WF	LEAR DALE S	10403 OLD BEATTY FORD RD		ROCKWELL	NC	28138	0 OLD BEATTY FORD RD	379 014	1.02

LEAZER G W		8415 W NC 152 HWY		MOORESVILLE	NC	28115	880 WILKINSON RD	231 007	2.00
LEONARD MILBURN RAY	LEONARD HAZEL WILSON	235 CANTIBERRY DR		SALISBURY	NC	28146	235 CANTIBERRY DR	623A077	3.67
LEVAND PAULA TRUSTEE		24692 SAND WEDGE LN	BTC BOX 519	ROCK HILL	SC	29730	302 VILLAGE CREEK WAY	463C297	881.44
LIVENGOD LLOYD WAYNE JR		140 COUNTRY VILLAGE DR		SALISBURY	NC	28147	140 COUNTRY VILLAGE DR	755 177	1.46
MA YANWEI		1528 BURNING LANTERN LANE		KANNAPOLIS	NC	28081	2617 MELCHOR ST	156 123	1.47
MANN BRIAN G & WF	MANN TAMIE JEWELL	9055 MANN RD		KANNAPOLIS	NC	28081	9055 MANN RD	243 183	4.57
MARLOW AMY M		1544 FOREST GLEN LANE		KANNAPOLIS	NC	28081	2515 CANNON FARM RD	244C221	2.14
MARPLE JAMES DAVID TR		1681 LITTLE BAY RD		WHITE STONE	VA	22578	0 RAVEN BROOK WAY	352 001	9.70
MARQUEZ HECTOR L & WF	PENALOZA MARIA F	1107 WESTLAKE DR		KANNAPOLIS	NC	28083	1107 WESTLAKE DR	142B154	4,412.07
MARSH ERIC WOODROW		22 FAWN CT		BANGOR	ME	04401	0 11TH ST	030 205	279.11
MARSH ERIC WOODROW		22 FAWN CT		BANGOR	ME	04401	0 11TH ST	030 205	258.02
MARSH ERIC WOODROW		22 FAWN CT		BANGOR	ME	04401	0 11TH ST	030 205	234.28
MARSH ERIC WOODROW		22 FAWN CT		BANGOR	ME	04401	126 11TH ST	030 094	1,245.80
MARSH ERIC WOODROW		22 FAWN CT		BANGOR	ME	04401	126 11TH ST	030 094	1,150.35
MARSH ERIC WOODROW		22 FAWN CT		BANGOR	ME	04401	126 11TH ST	030 094	1,060.51
MARTINO NANCY SMITH		715 N CALDWELL ST		SALISBURY	NC	28144	PERSONAL PROPERTY	128488	25.66
MCGUNIGAL MICHAEL M	MCGUNIGAL BEVERLY	525 CAMPBELL RD		WOODLEAF	NC	27054	525 CAMPBELL RD	817 020	6.46
MERRITT LAW PLLC		1610 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083	365 D EARNHARDT RD	381 144	2,285.29
MILLER CRAIG EVERETTE		2408 DALE ST		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	131240	1.11
MILLER SHIRLEY SILVER		420 GAITHER DR		SALISBURY	NC	28146	420 GAITHER DR	607 042	57.93
MIS ABSTRACT AGENCY OF PENNSYLVANIA, INC		4877 GALAXY PARKWAY, SUITE I		CLEVELAND	OH	44128	1080 RAVEN BROOK WAY	352 079	1,131.03
MITCHELL EDNA C &	MITCHELL CALVIN F	404 FOREST WINDS DR		SALISBURY	NC	28144	404 FOREST WINDS DR	322 261	3.35
MOGUSU MARLIN S		2860 NEEDMORE RD		WOODLEAF	NC	27054	2880 NEEDMORE RD	707 011	146.00
MOORE DONALD LEE		7804 HARBOR MASTER CT		DENVER	NC	28037	2414 SUMMIT AVE	160 054	9.45
MOTT JOHN GORDON & WF	MOTT NANCY ROGERS	230 PRIMROSE DR		SALISBURY	NC	28147	220 PRIMROSE DR	334D129	1.49
MOTT JOHN GORDON & WF	MOTT NANCY ROGERS	230 PRIMROSE DR		SALISBURY	NC	28147	230 PRIMROSE DR	334D121	10.34
MVENG BRENDA PEADE		1711 BELLEVUE AVE APT D1211		RICHMOND	VA	23227	0 HAWKINS LOOP	324 214	66.85
MYERS BROTHERS GIN INC		3165 WOODLEAF RD		SALISBURY	NC	28147	3145 WOODLEAF RD	329 035	10.04
MYERS BROTHERS GIN INC		3165 WOODLEAF RD		SALISBURY	NC	28147	3165 WOODLEAF RD	329 034	25.84
MYERS BROTHERS GIN INC		3165 WOODLEAF RD		SALISBURY	NC	28147	3165 WOODLEAF RD	168081	1.66
MYERS SEPTIC TANK CO INC		1880 BRIGGS RD		SALISBURY	NC	28147	PERSONAL PROPERTY	134673	1.71
NOVARE NATIONAL SETTLEMENT SERVICE LLC		3180 CURLEW ROAD SUITE 108		OLDSMAR	FL	34677	1010 S MAIN ST	157 061	3,095.49
OMNIA TITLE CORP		205 N. ARMENIA AVE SUITE 101		TAMPA	FL	33609	1226 OLD WILKESBORO RD	008 092	5.81
OMNIA TITLE CORP		205 N. ARMENIA AVE SUITE 101		TAMPA	FL	33609	1230 OLD WILKESBORO RD	008 093	5.37
P & L BUTLER GROUP LLC		PO BOX 836		SALISBURY	NC	28145	S SALISBURY AVE	030 215	130.69
P & L BUTLER GROUP LLC		PO BOX 836		SALISBURY	NC	28145	1205 S SALISBURY AVE	030 216	742.85
P & L BUTLER GROUP LLC		PO BOX 836		SALISBURY	NC	28145	2001 S MAIN ST	061 050	5,021.89
P & L BUTLER GROUP LLC		PO BOX 836		SALISBURY	NC	28145	2144 STATESVILLE BLVD	331C184	769.33
PETHEL BRANSON PA		122 N. LEE ST.		SALISBURY	NC	28144	1345 MORRISWOOD DR	147 077	243.15
POOLE BRENDA KAY		6298 CROSSWOOD CIR		FALLS CHURCH	VA	22044	0 PROVIDENCE CHURCH RD	627 046	536.51
QUALITY CARE SOLUTIONS INC		3824 BARRETT DR SUITE 105		RALEIGH	NC	27609	1120 N MAIN ST	149 373	8.01
RABON JAMIE MICHAEL		205 BAPTIST CHURCH RD		GOLD HILL	NC	28071	PERSONAL PROPERTY	180822	40.45
RALSTON, BENTON, BYERLEY, & MOORE PLLC		335 N CENTER ST		STATESVILLE	NC	28677	265 S MILFORD DR	335 031	1,123.16
RHODES EDWARD W & WF	RHODES SHIRLEY K	7311 DOGWOOD LN		KANNAPOLIS	NC	28081	7311 DOGWOOD LN	249 022	8.51
RICHARD MCINTYRE & ASSOCIATES PLLC		8220 UNIV EXEC PARK DRIVE	SUITE 120	CHARLOTTE	NC	28262	125 LONGFIELD DR	243A084	764.06
RILEY MILDRED C TRUSTEE		220 LENTZ RD		MOUNT ULLA	NC	28125	220 LENTZ RD	764 035	8.59
ROBERTS GUY A		160 STONE MILL CIR		SALISBURY	NC	28146	160 STONE MILL CIR	173963	7.84
ROBERTS WILLIAM R & WF	ROBERTS MARY	411 E GARDEN ST		LANDIS	NC	28088	411 E GARDEN ST	109 150	87.22
ROCK CHRISTINE & HUS	ROCK KENNETH H SR	5817 CHRISTY CIR		KANNAPOLIS	NC	28081	5817 CHRISTY CIR	243 184	5.28
ROGER CALDWELL ROGERS LANDSCAPING		7547 THERRELL RD		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	175413	47.22
ROLLANS SAMUEL		2120 GRAHAM RD		MOUNT ULLA	NC	28125	130 LILLIAN CIR	769A051	6.17
ROLLANS SAMUEL		2120 GRAHAM RD		MOUNT ULLA	NC	28125	2565 CENTENARY CHURCH RD	566 035	6.12
ROLLANS SAMUEL A		2120 GRAHAM RD		MOUNT ULLA	NC	28125	1965 RANKIN RD	560 029	15.82
ROWLAND HARRY LEE JR		310 PALMER CIRCLE		ROCKWELL	NC	28138	PERSONAL PROPERTY	179780	2.90
SALISBURY CONSULTING LLC		310 STATESVILLE BLVD STE 3		SALISBURY	NC	28144	310 STATESVILLE BLVD	001 125	77.69
SELF-HELP CREDIT UNION		301 W MAIN ST		DURHAM	NC	27701	2146 STATESVILLE BLVD	331C136	8,667.47
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	150 ROBERT DR	463 170	1,246.55
SHEFFER BRANDI L &	BURT JOSHUA D	170 MAHALEY RD		SALISBURY	NC	28146	170 MAHALEY RD	561045	842.44
SHERILL JOHN CARLYLE III		PO BOX 599		MOUNT ULLA	NC	28125	14175 NC 801 HWY	566 048	1,822.12

ENTERED
9-30-2021

Mailed
10/22/2021

AUGUST 2021 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS #	REFUND
BARNETTE, MELISSA LYNN	2455 OLD US HIGHWAY 70		CLEVELAND	NC	27013	Situs error	260009424	23.21
BELLER, RAYMOND LEE	9630 COOL SPRINGS RD		WOODLEAF	NC	27054	Over Assessment	130004506	37.85
BOST, SHEILA MORGAN	1131 N LILAC LN		SALISBURY	NC	28147	Vehicle Sold	130821800	72.76
BROMLEY, SIETSKA LOONSTRA	3555 E NC 152 HWY		SALISBURY	NC	28146	Vehicle Sold	130821802	2.47
CARLI, JAMES CUTINI	419 S ELLIS ST		SALISBURY	NC	28144	SLVG or RBLT TTL	197406666	10.34
CAVIN, LARRY JOE	2325 MORGAN RD		GOLD HILL	NC	28071	Vehicle Sold	130821804	19.48
CLINE, BEN HUBURT	216 OAKWOOD AVE		SALISBURY	NC	28146	Vehicle Sold	196232484	30.42
CLODFELTER, AVEN DALE	405 ROBERTS ST		SALISBURY	NC	28144	Vehicle Sold	196232661	3.44
CRABB, MICHAEL WAYNE	1129 JUNIPER ST		SALISBURY	NC	28146	Tag Surrender	131216394	256.79
CRAYTON, JORDAN NATHANIEL	404 W STOKES ST		CHINA GROVE	NC	28023	Tag Surrender	130581450	99.06
DAVIS, KENDAL WEST	840 VINTAGE DR		MOORESVILLE	NC	28115	Change of County	194803632	141.65
DEAL, MELANIE KARRIKER	404 DAYBROOK DR		LANDIS	NC	28088	Vehicle Sold	196232712	21.89
EDWARDS, JERRY EUGENE	711 FRONTIER CIR		CHINA GROVE	NC	28023	Vehicle Sold	131345000	217.82
EVERHART, HOWARD WESLEY	505 W NEWTON ST		SPENCER	NC	28159	Vehicle Sold	130821758	129.49
EVERHART, THOMAS KELLY	330 STEEPLE CHASE TRL		SALISBURY	NC	28144	Vehicle Sold	130821756	19.80
FRALEY, KIM YOST	PO BOX 16		GRANITE QUARRY	NC	28072	Situs error	196920585	84.50
GARDNER, STEVEN CONRAD	1561 MILL WHEEL DR		SALISBURY	NC	28146	Other Errors	131139956	209.07
GAYDICK, LINDA HUBER	1745 BRADSHAW RD		MOUNT ULLA	NC	28125	Vehicle Sold	131139714	206.88
GIBSON, JIMMY DALE	325 OAK BROOK DR		SALISBURY	NC	28146	Vehicle Sold	196232682	334.72
GOODMAN, GARY NELSON	230 LINKER RD		ROCKWELL	NC	28138	Vehicle Sold	130581294	129.95
HANCOCK, ALEAH WOMBLE	302 RIDGE CREEK CT		SALISBURY	NC	28147	Tag Surrender	131139586	25.57
HINSON, LARRY WAYNE	11180 OLD CONCORD RD		ROCKWELL	NC	28138	Over Assessment	130524640	33.40
JENNINGS, JENNIFER MELCHOR	1083 N DEVON PARK PL		SALISBURY	NC	28147	Vehicle Sold	130821816	24.60
JOHNSON, ANTHONY CRAIG	625 LAKE DR		ROCKWELL	NC	28138	Vehicle Sold	129868594	34.01
KIDD, STEPHEN LEE	710 EMERALD BAY DR		SALISBURY	NC	28146	Vehicle Sold	130821736	19.88
LEE, RANDALL SCOTT	1860 STIREWALT RD		CHINA GROVE	NC	28023	Vehicle Sold	130821764	7.84
LOCASCIO, DOMINICK HENRY III	475 JAKE ALEXANDER BLVD W	PMB 129	SALISBURY	NC	28147	Mileage	196232478	94.74
MCKEE, KATHERINE CECILIA	220 SILVER OAK CIR		ROCKWELL	NC	28138	Vehicle Sold	130004058	237.66
MCRAE, ERIKA LYNN	1035 RUDDER CIR		SALISBURY	NC	28146	SLVG or RBLT TTL	131604780	17.65
MILLER, DAVID VANCE	1041 SHAWNEE TRL		CHINA GROVE	NC	28023	Vehicle Sold	130581694	83.08
MORGAN, REBECCA KAYE	510 EMERALD BAY DR		SALISBURY	NC	28146	Vehicle Sold	130821806	2.18
MORGAN, TERRY EDMUND	230 BETHEL DR		SALISBURY	NC	28144	Vehicle Sold	196232649	684.15
MULLEN, TAYLYN MICHELLE	211 EVERHARDT AVE		LANDIS	NC	28088	Vehicle Sold	196232595	18.52
PENSKE LEASING AND RENTALCOMPANY	RT 10 GREEN HILLS	P O BOX 791	READING	PA	19603	Over Assessment	261787808	8,708.43
PIERCE, THERESA PARKER	220 BLUEBERRY FARM LN		SALISBURY	NC	28146	Vehicle Sold	130821674	28.56

Sonya Parnell Batch#5467
Tax Collector

51

RICHARDS, JEFFREY JON	237 RICHMOND RD		SALISBURY	NC	28144	Tag Surrender	196709982	443.09
RITCHIE, AMY BENTON	601 LAKE DR		SALISBURY	NC	28144	Vehicle Sold	196232589	144.05
RULE, RITA KAY	370 KAY ST		SALISBURY	NC	28146	Vehicle Sold	130821658	13.37
SAFRIT, LINDA WILLIAMS	708 OVERHILL RD		SALISBURY	NC	28144	Vehicle Sold	196232505	6.18
SCOTT, JEFFREY LYNN	413 DRAKE LN		SALISBURY	NC	28146	Over Assessment	197406792	32.40
SHERMER, GORDON BRADLEY	608 GOLD HILL DR		SALISBURY	NC	28146	Vehicle Sold	196232673	98.54
STEGALL, NATHAN LANCE	511 E LYERLY GQ ST		SALISBURY	NC	28146	Vehicle Sold	196232625	11.02
SUPERIOR WALLS SYSTEMS LLC	3570 S MAIN ST		SALISBURY	NC	28147	Vehicle Sold	196232475	2.36
TEODOROVICI, AARON NEIL	830 DUNNS MT CHURCH RD		SALISBURY	NC	28146	Vehicle Sold	130581398	9.44
TOVORNIK, ROBERT ADAM	574 MAPLE RIDGE CIR		SALISBURY	NC	28147	Tag Surrender	131604442	122.95
VALENCIA, JORGE ALEJANDRO	3010 S MAIN ST		SALISBURY	NC	28147	Vehicle Sold	196232490	215.60
WAGONER, SANDRA POOLE	PO BOX 303		FAITH	NC	28041	Vehicle Sold	130821684	16.86
WALKER, MATTHEW HOUSTON	429 S ELLIS ST		SALISBURY	NC	28144	Vehicle Sold	196232499	20.10
WEST, DEBORAH KAREN	417 ACKERT AVE	APT A	SALISBURY	NC	28144	Vehicle Totalled	196233177	29.55
WHIDDEN, KEVIN MARC	102 TRAVIS LN		SALISBURY	NC	28146	Vehicle Sold	196232493	51.08
WHITE, CAROL MUNDAY	203 TANGLEWOOD DR		KANNAPOLIS	NC	28081	Vehicle Sold	130821724	51.69
							TOTAL:	\$ 13,340.14

Sonya Parnell
Tax Collector

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:

SUBJECT: Permission to Release RFQ for Engineering Services for Residential Plumbing

Rowan County wishes to send out a Request for Qualification (RFQ) for Engineering Services for Residential Plumbing. The purpose of this RFQ is to obtain an Engineer who can provide design from meter to faucet for approximately 10 homes within the County that were affected by high levels of lead and copper in their homes plumbing. The scope of work would also include writing the Bid Package for the Scope of work to be bid using Single Prime and work as a liaison between the County, home owners and Contractor. The County plans to fund this project using ARPA funds but if this is not allowed the project still needs to move forward.

Attached is the proposed RFQ.

The Purchasing Director recommends that the Board of Commissioners allow for the Request for Qualifications be sent out by Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Proposed RFQ for Engineering Services	10/8/2021	Cover Memo

ROWAN COUNTY

North Carolina



Request For Qualifications

Engineering Services For Residential Plumbing Rowan County, North Carolina

October 19, 2021

INTRODUCTION

Rowan County requests Statements of Qualifications (SOQ) from interested and qualified Engineers for residential plumbing in multiple homes affected by lead and copper in water system. Rowan County anticipates awarding a single contract for the services required.

DESCRIPTION

The homes affected will be identified by the County and is currently estimated to be ten (10). The engineering services may include, but are not limited to, the design and construction administration of replacement of all pipes from the meter box to the faucet in all homes identified by the County.

PURPOSE

The purpose of this Request for Qualifications (RFQ) is to obtain information about Engineering firms interested in providing design for residential plumbing for multiple homes affected by lead and copper in the water system. The County intends to use federal ARPA funding to replace the affected lines from the meter to the faucet of the homes identified by the County. The awarded firm will need to provide the design for each home, prepare the need bid package, and serve as a liaison between the County, home owner and Contractor. The information obtained will be utilized by Rowan County to evaluate each interested firm by utilizing the criteria outlined in this RFQ.

SCHEDULE

It is the intention of the Rowan County Board of Commissioners to select an Engineering Firm. The following is a preliminary date list for this project:

<u>Task</u>	<u>Date</u>
Release RFQ	October 19, 2021
Acknowledgment Deadline	October 27, 2021
Accept Qualifications	November 10, 2021
Interview (if applicable)	Week of November 15, 2021
Award Contract	December 20, 2021

EQUIREMENT / SCOPE

To be considered for selection, the Engineer shall be qualified and capable to provide the following services:

- 1) Construction designs for replacement of plumbing for approximately 10 homes
- 2) Preparation of the bid package to select contractors using single prime in compliance with Uniform Guidance
- 3) Serve as a liaison between the County, home owners and contractors throughout the duration of the project.

PROPOSAL FORMAT

To facilitate review of your SOQ by Rowan County, it is requested that your submission conform to the following format:

Coversheet – List project title (Engineering Services for Residential Plumbing), the name of your firm, and the name, address, email and telephone number of a contact person for questions concerning the proposal submitted.

Experience of the Firm – Provide a narrative of your firm's prior experience and qualifications in engineering, planning and construction work for similar projects. Provide a list of similar projects involving federal and state funding completed within the last five (5) years. Also, please reference the experience of firm personnel in working with similar projects.

Project Team – Provide a list of the project team members that you propose to use on these projects and identify the responsibility of each team member and their current office location. Provide a brief resume for each person, detailing specific similar project experience.

Disadvantaged Business Enterprise (DBE) Issues – Provide information that demonstrates the ability to meet required DBE goals for professional services. Provide information/qualifications on proposed DBE firm(s) to be used, including where and when the DBE firms have worked with your firm on past projects similar to those outlined in this RFQ.

References – Provide the name, address and telephone number of at least three (3) references familiar with the quality of work done by your firm on similar projects.

Other Supporting Data – Include any other information you feel to be relevant to the selection of your firm for this project. The entire SOQ must not exceed fifteen (15) pages, excluding the cover sheet and letter of introduction. SOQ's exceeding 15 pages will not be considered.

CRITERIA FOR REVIEW OF STATEMENT OF QUALIFICATIONS

Criteria to be used in screening and ranking of the SOQ and selection of the successful firm are as follows:

Qualifications of the Firm, Including Firm Personnel – Preference shall be given to those firms and personnel with experience and training for design and construction administration for similar projects, as outlined in this RFQ.

Overall Qualifications of the Project Manager and Project Team – Qualifications of the Project Manager and those personnel that will be assigned to the project, including the location of their office, will be considered. Preference shall be given to project teams with specific experience in similar projects and any familiarity with the region and proposed projects, as outlined in this RFQ.

Ability to Meet DBE Goals – Preference shall be given to project teams that have demonstrated an ability to meet the required DBE goals for similar projects.

Response Capability / Project Understanding – Preference shall be afforded to those firms who, in the opinion of Rowan County, are able to adequately respond to requests for consultation meetings, meet project administration requirements, and understand detailed project requirements.

CONTRACT

After all the SOQ's have been reviewed, the firm selected will be invited to negotiate a Master Contract with Rowan County.

For each project performed under the Master Contract, a detailed scope of work will be developed and agreed to by the Engineer and Rowan County. This detailed scope of work and associated fee will be developed into a work authorization and included as an attachment to the Master Contract.

PROPOSAL SUBMISSION

Submit one (1) copy of the SOQ no later than 2:00 p.m. on Thursday, November 29, 2019. No submittals will be accepted after this time. Faxed qualifications will not be accepted. Submit to:

Rowan County Purchasing Department
Attention: Anna Bumgarner, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144

All questions regarding this RFQ shall be submitted in writing and directed to:

Anna Bumgarner, Purchasing Director at anna.bumgarner@rowancountync.gov

No contact shall be made with any Rowan County staff or elected officials once this RFQ is released to the public.

GENERAL COMMENTS

1. Any cost incurred by respondents in preparing or submitting a proposal shall be the respondents' sole responsibility.
2. All responses, inquiries or correspondence relating to this RFQ will become the property of the County.
3. The County reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications. It is the intention of the County to negotiate contracts for services at fair and reasonable prices with what it determines to be the best qualified Consultant.
4. The County may or may not conduct interviews. If interviews are held, firms are hereby notified that the interview process will quickly follow the submittal deadline and firms should prepare their submittal and proposed team accordingly. Elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than two hours and will be conducted at the Rowan County Administration Building located at 130 West Innes Street or by Zoom.
5. The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):
Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES FOR RESIDENTIAL PLUMBING
FOR ROWAN COUNTY, NORTH CAROLINA

ACKNOWLEDGEMENT OF RECEIPT

Please fill in the requested information below as acknowledgement that you have received the Request for Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned to:

Anna Bumgarner, Purchasing Director
Rowan County
130 West Innes Street
Salisbury, NC 28144
Phone: 704-216-8174

anna.bumgarner@rowancountync.gov

Name of Firm: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-Mail: _____

_____ YES – our company does have an interest in responding

_____ NO – our company does not have an interest in responding

Name (print): _____ Title: _____

Signature: _____ Date: _____

NOTICE TO RESPONDENTS

PLEASE RETURN THIS ACKNOWLEDGEMENT 10-27-21

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: 10/9/21
SUBJECT: Approval for Task Order 2021-02 for Title V & EPA Gas Reporting with HDR Engineering

Rowan County Environmental Management would like to enter into Task Order 2021-02 for Title V & EPA Gas Report as an addition to the master agreement with HDR Engineering. The current master agreement and task order includes pricing with a 3% inflation until FY2024-2025. The task order pertains to landfill gas operations/maintenance and compliance reporting for the County landfill methane capture and system management. The intend is to satisfy all required monthly LFG O&M and USEPA & NCDEQ reporting services provided by HDR Engineering for the current period through the master services contract term.

Fiscal Year	Not To Exceed
2021-2022	\$103,000
2022-2023	\$106,000
2023-2024	\$109,000
2024-2025	\$112,000

Attached is the master agreement with HDR Engineering and proposed Task Order 2021-02.

The Environmental Management and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to enter into an agreement with HDR Engineering for Task Order 2021-02 for Title V and EPA Gas Reporting for \$103,000 with terms allowing a 3% increase each year until FY2024-2025.

ATTACHMENTS:

Description	Upload Date	Type
Task Order 2021-02 HDR	10/8/2021	Cover Memo

EXHIBIT A**TASK ORDER NUMBER 2021 - 02**
TITLE V AND EPA GAS REPORTING

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, (“OWNER”), and HDR Engineering, Inc. of the Carolinas (“ENGINEER”), signed January 20th, 2021, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2021-02

PROJECT NAME: TITLE V AND EPA GAS REPORTING

PART 1.0 PROJECT DESCRIPTION:

Rowan County maintains a Title V permit effective December 19, 2019 for the landfill located at 689 Campbell Road, Woodleaf, North Carolina.

To maintain compliance with the Title V permit conditions, the facility is required to complete the following: annual reporting on the waste acceptance rates and emission estimates, maintain and monitor the landfill gas collection system, and generate system plans. The Scope of Services below represents our understanding of the monitoring and reporting activities required to maintain compliance for each fiscal year and shall be repeated for the life of the referenced general services contract.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Task 1 –Landfill Gas Reporting

Task 1A - Title V Permit Compliance Monitoring

- Monthly (12) wellhead monitoring events – Monitor and record all required compounds at each wellhead.
- Quarterly (4) surface emissions monitoring events – Monitor and record surface emissions of methane from the landfill as required by the permit.
- Monthly (12) landfill cover integrity monitoring events – Monitor and record the condition of the landfill cap as it pertains to landfill gas emissions.

Task 1B - Title V Permit Reports and Inventory

- Two (2) semi-annual compliance reports:
 - July 1– December 31, due by January 30.
 - January 1– June 30, due by July 30.
- Annual compliance certification report for each calendar year – due by March 1.
- Annual emission inventory for each calendar year– due by June 30 (submitted via NCDEQ’s AERO electronic reporting system).
- Annual GHG emission inventory for each calendar year– due by March 31 (submitted via EPA’s e-GGRT reporting tool).

Task 1C - Landfill Gas Collection System Maintenance

- Annual calibration of the main gas analyzer by QED personal.
- Identify, preform or coordinate repairs on well heads, laterals, gas mains, or any other equipment necessary to the functionality of the landfill gas collection system.

Deliverables:

1. Draft of each report, provided at least two (2) weeks prior to submission date for County review and comment;
2. Final of each report, provided at least one (1) week prior to submission date for County signature and submittal.

Clarifications:

1. All information needed to prepare the reports will be provided by the County based on an information needs list prepared by HDR for each.
2. Two meetings are included.
3. County will pay emission inventory fees.

PART 3.0 SCHEDULE

These tasks are for services that will be performed each fiscal year and will follow the reporting dates as shown in Part 2.0 of this task order.

PART 4.0 PAYMENTS TO ENGINEER

The Engineer will complete these tasks under the following fiscal year not-to exceed budgets on a per diem basis wherein the Engineer will be reimbursed for work performed and expenses. The budgets include a 3% inflation per year.

Fiscal Year	Not-To-Exceed
FY 21/22	\$103,000
FY 22/23	\$106,000
FY 23/24	\$109,000
FY 24/25	\$112,000

This Task Order is executed this _____ day of _____, 2021.

ROWAN COUNTY, NORTH CAROLINA
“OWNER”

DATE: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC. OF THE CAROLINAS
“ENGINEER”

DATE: 10/5/2021

BY: Robert J. Rella

NAME: Robert J. Rella, PE

TITLE: Senior Vice President

ADDRESS: 440 South Church St. Suite 100
Charlotte, NC 28202

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: 10/9/21
SUBJECT: Approval for Task Order 2021-03 for General Services with HDR Engineering

Rowan County Environmental Management would like to enter into Task Order 2021-03 for General Services and Planning Support as an addition to the master agreement with HDR Engineering. This task order represents engineering and consulting services “General Services” provided by HDR Engineering for the current period through the master services agreement contract term. The scope of work includes services relevant to the active Rowan County Municipal Solid Waste (MSW) landfill facility located at 789 Campbell Road in Woodleaf, NC and for the closed MSW facility located off Airport Road in Salisbury.

Fiscal Year	Not To Exceed
2021-2022	\$50,000
2022-2023	\$50,000
2023-2024	\$50,000
2024-2025	\$50,000

Attached is the master agreement with HDR Engineering and proposed Task Order 2021-03.

The Environmental Management and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to enter into an agreement with HDR Engineering for Task Order 2021-03 for general services for \$50,000 each year until FY2024-2025.

ATTACHMENTS:

Description	Upload Date	Type
Task Order 2021-03	10/8/2021	Cover Memo

EXHIBIT A

TASK ORDER NUMBER 2021-03 **GENERAL SERVICES and PLANNING SUPPORT**

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, (“OWNER”), and HDR Engineering, Inc. of the Carolinas (“ENGINEER”), signed January 20th, 2021, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2021-03

PROJECT NAME: GENERAL SERVICES and PLANNING SUPPORT

PART 1.0 PROJECT DESCRIPTION:

This task order provides a scope of services and budget for activities associated with the Rowan County Landfill for each fiscal year for the life of the referenced Agreement.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

General Service activities may include but are not limited to the tasks identified below.

- Coordinate with the County through the budget process. Review and provide consultation and support for the Capital Improvement Program. Attend on-site meeting(s) to review budget at the request of the County.
- Attend meetings with regulators as necessary and respond to requests for information.
- Hold planning meetings during the development phase of new projects.
- Provide on-call operations support, including site meetings or telephone communications.
- Provide document support including provision of file documents, drawings, and computer files for County use.
- Provide technical support and Quality Control reviews of County work products as requested.
- Attend monthly progress meetings with the County.
- Update closure and post-closure care costs as required for annual financial assurance reporting.
- Provide document support including provision of file documents, drawings, and computer files for SWA use.
- Provide project related cost data estimates as needed.
- Coordinate, assist, and provide information to contractors, consultants, and/or surveyors contracted with the County.
- Provide technical support and Quality Control reviews of County work products as requested.
- Provide planning and site resource management to assist in development of existing facilities. Planning and site resource management includes completing

annual airspace reports detailing the filling of the landfill and the compaction efficiency of waste placement over time.

PART 3.0 PERIODS OF SERVICE:

General Services and Planning Support for each fiscal year from 2021 to 2025.

PART 4.0 PAYMENTS TO ENGINEER:

The Engineer will complete these tasks for each fiscal year as not-to exceed budgets on a per diem basis wherein the Engineer will be reimbursed for work performed and expenses. The Engineer will provide a summary of the services provided during the invoice period to the County.

Fiscal Year	Not-To-Exceed
FY 21/22	\$50,000
FY 22/23	\$50,000
FY 23/24	\$50,000
FY 24/25	\$50,000

This Task Order is executed this _____ day of _____, 2021.

ROWAN COUNTY, NORTH CAROLINA
“OWNER”

HDR ENGINEERING, INC. OF THE CAROLINAS
“ENGINEER”

DATE: _____

DATE: 10/5/2021

BY: _____

BY: Robert J. Rella

NAME: _____

NAME: Robert J. Rella, PE

TITLE: _____

TITLE: Senior Vice President

ADDRESS: _____

ADDRESS: 440 South Church St. Suite 100
Charlotte, NC 28202

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: 10/8/2021
SUBJECT: Schedule Public Hearing for Multiple Road Names

The Planning Department has four roads that need to be named per county ordinance. Three of the four (Farmstead Ln, Hobby Farm Ln, and Summers Dale Ln) are roads whose owners returned non-unanimous petitions. Old Woodleaf Rd's owners were mailed petitions but never responded to staff outreach. Per County ordinance these roads must have a public hearing to be named.

Schedule a public hearing for all four roads for November 1st.

ATTACHMENTS:

Description	Upload Date	Type
Farmstead_Memo	10/8/2021	Cover Memo
Farmstead_Petition	10/8/2021	Cover Memo
Farmstead_GIS_Map	10/8/2021	Cover Memo
HobbyFarm_Memo	10/8/2021	Cover Memo
HobbyFarm_Petition	10/8/2021	Cover Memo
HobbyFarm_GIS_Map	10/8/2021	Cover Memo
SummersDale_Memo	10/8/2021	Cover Memo
SummersDale_Petition	10/8/2021	Cover Memo
SummersDale_GIS_Map	10/8/2021	Cover Memo
OldWoodleaf_Memo	10/8/2021	Cover Memo
OldWoodleaf_Background_Info	10/8/2021	Cover Memo
OldWoodleaf_GIS_Map	10/8/2021	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 8, 2021

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the **next available** County Commission meeting to consider and receive comment for the following road name request:

Proposed Name: Farmstead Ln

Currently Known As: N/A

Location: 2000 Block Old Union Church Rd.

Property Owners: Frank Small, ALDI INC, Jane Dower, Russell Woolf, Daisy Martin, Margret Kluttz, Edna, England, Faye Preston, Elbert Kluttz, Katrina Koons

Parcel	Owner	Owner Mailing	Mailing City	Property Address
054A002	Frank and Conita Small	P O Box 517	Salisbury, NC 28145	0 Old Union Church Rd
054A017	"	"	"	2095 Old Union Church Rd
054A003	"	"	"	2085 Old Union Church Rd
"	"	"	"	2099 Old Union Church Rd
054A015	Jane Dower	309 W. Main Street	Lincolnton, NC 28092	0 Old Union Church Rd
054A014	Russell Woolf	240 Deer Lake Run	Salisbury, NC 28146	0 Old Union Church Rd
054A013	Daisy Martin	925 Faith Road	Salisbury, NC 28146	2075 Old Union Church Rd
054A012	Margaret Kluttz	22 View Pointe Rd	Prosperity, SC 29127	0 Old Union Church Rd
054A011	Bill and Edna England —	5412 Alpine Drive	Raleigh, NC 27609	0 Old Union Church Rd
054A010	Faye Preston and Ruth Leonard	2078 Polo Road	Winston Salem, NC 27106	0 Old Union Church Rd
054A009	Elbert and Cheryl Kluttz	3250 Bringle Ferry Rd	Salisbury, NC 28146	0 Old Union Church Rd
054A008	"	"	"	"
054A007	"	"	"	"
054A006	Katrina Koons	5348 Chandley Farm Cir.	Centreville, VA 20120	0 Old Union Church Rd

Kluttz (payable)

BCC
not state road

Elbert Kluttz
704-633-3484
Frank Jr - no sign

Sent 9/28 to Columbus
via work order

9/29/01 - Farmstead Lane



ROWAN COUNTY
Planning and Development
Road Naming
911 Addressing



Return this completed petition form to:
Rowan County Planning and Development
Aaron Poplin, Planner Pam
402 N Main Street 704-216-8603
Salisbury, NC 28144
Phone: 704-216-8600 Fax: 704-216-7986
Email: Aaron.Poplin@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

**FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION
IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.**

With the exception of roads in new subdivisions, for which is the cost of the sign is the responsibility of the developer, the county provides and maintains road signs.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The road name choices will be evaluated by the following criteria:

1. The proposed name must not be a duplicate or sound deceptively similar to the name of any other road in Rowan County, including all municipalities.
2. The proposed road name shall not be that of an individual person.
3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: Farmstead Lane
Second Choice: _____
Third Choice: _____

It is also important to remember that any or all addresses along the road may be changed during the naming process.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark () and described below:

- (☒) Assignment of a name to an unnamed road.
() Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road

State road numbers(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR _____ (Highway Number) NC# _____
US# _____

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." _____

Petitioners:

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. **Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.**

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***When submitting petition, remember to include the diagram of the road with all structures and current addresses noted. This is very important to the process as it helps ensure that everyone receives a correct address. You will be notified of completion of the road naming process after final action.**

Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE Erbert M. Klutz
Address 3250 Bringle Ferry Rd.
City Salisbury State NC Zip 28146 054A009, 054A008,
Telephone: Home 704-633-3484 Other _____ Tax map/parcel number 054A007

DATE: _____

Road name agreed on:

1. Farmstead Lane
2. _____
3. _____

Signature, address and telephone number of PROPERTY OWNER:

- | | |
|---|---|
| <p>1. SIGNATURE <u>Larry K. Martin</u>
Address <u>925 Faith Rd</u>
<u>Salisbury NC 28146</u>
Map _____ Parcel <u>054A013</u>
Phone #: <u>704 636 8244</u></p> | <p>5. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____</p> |
| <p>2. SIGNATURE <u>Erbert M. Klutz</u>
Address <u>3250 Bringle Ferry Rd.</u>
<u>Salisbury NC 28146</u>
Map _____ Parcel <u>(see above)</u>
Phone #: <u>704-633-3484</u></p> | <p>6. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____</p> |
| <p>3. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____</p> | <p>7. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____</p> |
| <p>4. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____</p> | <p>8. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____</p> |

**ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing**



Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

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This petition must be complete for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

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First Choice: Farmstead Lane
Second Choice: _____
Third Choice: _____

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ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark () and described below:

- ☒ Assignment of a name to an unnamed road.
☐ Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road
Dirt drive with 3 or more houses, located off of Old Union Church Road in 2000 block to the north

State road numbers(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR N/A (Highway Number) NC# N/A
US# N/A

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." No Name

Petitioners:

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In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. **Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.**

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Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE Ruth L. Leonard
Address 2078 POLO RD
City WINSTON-SALEM State NC Zip 27106
Telephone: Home 336-413-0782 Other 336-774-0008 Tax map/parcel number 054A010

DATE: <u>9/21/2021</u>

Road name agreed on:

1. Farmstead Lane
2. _____
3. _____

Signature, address and telephone number of PROPERTY OWNER:**1. SIGNATURE**

Name: Frank/Conita Small
Mailing Address: PO Box 517
City, State: Salisbury, NC 28145
Property Address: 0, 2085, 2095, 2099 Old Union Church Road
Map/Parcel#: 054A002, 054A017, 054A003
Phone: _____

2. SIGNATURE

Name: Jane Dower
Mailing Address: 309 W. Main Street
City, State: Lincolnton, NC 28092
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A015
Phone: _____

3. SIGNATURE

Name: Russell Woolf
Mailing Address: 240 Deer Lake Run
City, State: Salisbury, NC 28146
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A014
Phone: _____

4. SIGNATURE

Name: Daisy Martin
Mailing Address: 925 Faith Road
City, State: Salisbury, NC 28146
Property Address: 2075 Old Union Church Road
Map/Parcel#: 054A013
Phone: _____

5. SIGNATURE

Name: Margaret Kluttz
Mailing Address: 22 View Pointe Rd
City, State: Prosperity, SC 29127
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A012
Phone: _____

6. SIGNATURE

Name: Bill/Edna England
Mailing Address: 5412 Alpine Drive
City, State: Raleigh, NC 27609
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A011
Phone: _____

7. SIGNATURE

Ruth S. Leonard

&

(Faye's consent)

Faye S. Preston

Name: Faye Preston and Ruth Leonard

Mailing Address: 2078 Polo Road

City, State: Winston Salem, NC 27106

Property Address: 0 Old Union Church Road

Map/Parcel#: 054A010

Phone: 336-413-0782

8. SIGNATURE

Name: Elbert/Cheryl Kluttz

Mailing Address: 3250 Bringle Ferry Rd

City, State: Salisbury, NC 28146

Property Address: 0 Old Union Church Road

Map/Parcel#: 054A009, 054A008, 054A007

Phone: _____

9. SIGNATURE

Name: Katrina Koons

Mailing Address: 5348 Chandley Farm Cir

City, State: Centreville, VA 20120

Property Address: 0 Old Union Church Road

Map/Parcel#: 054A006

Phone: _____

**ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing**



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Pamela Ealey, Planning Technician
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Salisbury, NC 28144
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Email: pamela.ealey@rowancountync.gov

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2. The proposed road name shall not be that of an individual person.
3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: Homestead Lane Farmstead Lane
Second Choice: _____
Third Choice: _____

It is also important to remember that any or all addresses along the road may be changed during the naming process.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark () and described below:

- (☒) Assignment of a name to an unnamed road.
() Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road
Dirt drive with 3 or more houses, located off of Old Union Church Road in 2000 block to the north

State road numbers(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR N/A (Highway Number) NC# N/A
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Present name of road: Name by which the road is currently known. If the road has no name, write "no name." No Name.

Petitioners:

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Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE Katrina Rous + Love LLC
Address 5348 Chandley Farm Circle
City Centerville State VA. Zip 20120
Telephone: Home 703.868.4852 Other 703.803.9777 Tax map/parcel number 054A 006
Farmstead

DATE: <u>9/20/21</u>

Road name agreed on:

1. Homestead Lane
2. _____
3. _____

Signature, address and telephone number of PROPERTY OWNER:**1. SIGNATURE** _____

Name: Frank/Conita Small
Mailing Address: PO Box 517
City, State: Salisbury, NC 28145
Property Address: 0, 2085, 2095, 2099 Old Union Church Road
Map/Parcel#: 054A002, 054A017, 054A003
Phone: _____

2. SIGNATURE _____

Name: Jane Dower
Mailing Address: 309 W. Main Street
City, State: Lincolnton, NC 28092
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A015
Phone: _____

3. SIGNATURE _____

Name: Russell Woolf
Mailing Address: 240 Deer Lake Run
City, State: Salisbury, NC 28146
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A014
Phone: _____

4. SIGNATURE _____

Name: Daisy Martin
Mailing Address: 925 Faith Road
City, State: Salisbury, NC 28146
Property Address: 2075 Old Union Church Road
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Phone: _____

5. SIGNATURE _____

Name: Margaret Kluttz
Mailing Address: 22 View Pointe Rd
City, State: Prosperity, SC 29127
Property Address: 0 Old Union Church Road
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Phone: _____

6. SIGNATURE _____

Name: Bill/Edna England
Mailing Address: 5412 Alpine Drive
City, State: Raleigh, NC 27609
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A011
Phone: _____

7. **SIGNATURE**

Name: Faye Preston and Ruth Leonard
Mailing Address: 2078 Polo Road
City, State: Winston Salem, NC 27106
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A010
Phone: _____

8. **SIGNATURE**

Name: Elbert/Cheryl Kluttz
Mailing Address: 3250 Bringle Ferry Rd
City, State: Salisbury, NC 28146
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A009, 054A008, 054A007
Phone: _____

9. **SIGNATURE**

Name: Katrina Koons
Mailing Address: 5348 Chandley Farm Cir
City, State: Centreville, VA 20120
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A006
Phone: 703.868.4852

**ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing**



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Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
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**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: Farmstead Kluttz Lane
Second Choice: _____
Third Choice: _____

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ROAD NAME PETITION

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☐ Changing the name of road.

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Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE _____

Address _____

City _____ State _____ Zip _____

Telephone: Home _____ Other _____ Tax map/parcel number _____

DATE: _____

Road name agreed on: 1. _____
2. _____
3. _____

Signature, address and telephone number of PROPERTY OWNER:**1. SIGNATURE** _____

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2. SIGNATURE _____

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3. SIGNATURE _____

Name: Russell Woolf
Mailing Address: 240 Deer Lake Run
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Property Address: 0 Old Union Church Road
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4. SIGNATURE _____

Name: Daisy Martin
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5. SIGNATURE _____

Name: Margaret Kluttz
Mailing Address: 22 View Pointe Rd
City, State: Prosperity, SC 29127
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A012
Phone: _____

6. SIGNATURE Edna England (Bill is deceased)

Name: Bill/Edna England
Mailing Address: 5412 Alpine Drive
City, State: Raleigh, NC 27609
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A011
Phone: 919-876-2423

7. **SIGNATURE**_____

Name: Faye Preston and Ruth Leonard
Mailing Address: 2078 Polo Road
City, State: Winston Salem, NC 27106
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A010
Phone: _____

8. **SIGNATURE**_____

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Property Address: 0 Old Union Church Road
Map/Parcel#: 054A009, 054A008, 054A007
Phone: _____

9. **SIGNATURE**_____

Name: Katrina Koons
Mailing Address: 5348 Chandley Farm Cir
City, State: Centreville, VA 20120
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SIGNATURE _____

Address _____

City _____ State _____ Zip _____

Telephone: Home _____ Other _____ Tax map/parcel number _____

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Road name agreed on:

1. _____
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Phone: 864-680-1543

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Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

**FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION
IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.**

With the exception of roads in new subdivisions, for which is the cost of the sign is the responsibility of the developer, the county provides and maintains road signs.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The road name choices will be evaluated by the following criteria:

1. The proposed name must not be a duplicate or sound deceptively similar to the name of any other road in Rowan County, including all municipalities.
2. The proposed road name shall not be that of an individual person.
3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: Farmstead Ln
Second Choice: _____
Third Choice: _____

It is also important to remember that any or all addresses along the road may be changed during the naming process.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark () and described below:

- (✓) Assignment of a name to an unnamed road.
() Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road
Dirt drive with 3 or more houses, located off of Old Union Church Road in 2000 block to the north

State road number(s). Complete the following that is applicable:
(Secondary road (SR) & Four Digits) SR N/A (Highway Number) NC# N/A
US# N/A

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." No Name

Petitioners:

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

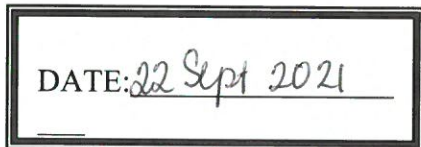
In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. **Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.**

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***When submitting petition, remember to include the diagram of the road with all structures and current addresses noted. This is very important to the process as it helps ensure that everyone receives a correct address. You will be notified of completion of the road naming process after final action.**

Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE Jim R Dower
Address 309 West Main St
City Lincolnton State NC Zip 28092
Telephone: Home 704-516-9073 Other _____ Tax map/parcel number 054A015



Road name agreed on:

1. Farmstead Lane
2. _____
3. _____

Signature, address and telephone number of PROPERTY OWNER:**1. SIGNATURE** _____

Name: Frank/Conita Small
Mailing Address: PO Box 517
City, State: Salisbury, NC 28145
Property Address: 0, 2085, 2095, 2099 Old Union Church Road
Map/Parcel#: 054A002, 054A017, 054A003
Phone: _____

4. SIGNATURE _____

Name: Daisy Martin
Mailing Address: 925 Faith Road
City, State: Salisbury, NC 28146
Property Address: 2075 Old Union Church Road
Map/Parcel#: 054A013
Phone: _____

2. SIGNATURE Jim R Dower

Name: Jane Dower
Mailing Address: 309 W. Main Street
City, State: Lincolnton, NC 28092
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A015
Phone: 704-516-9073

5. SIGNATURE _____

Name: Margaret Kluttz
Mailing Address: 22 View Pointe Rd
City, State: Prosperity, SC 29127
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A012
Phone: _____

3. SIGNATURE _____

Name: Russell Woolf
Mailing Address: 240 Deer Lake Run
City, State: Salisbury, NC 28146
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A014
Phone: _____

6. SIGNATURE _____

Name: Bill/Edna England
Mailing Address: 5412 Alpine Drive
City, State: Raleigh, NC 27609
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A011
Phone: _____

7. **SIGNATURE** _____
Name: Faye Preston and Ruth Leonard
Mailing Address: 2078 Polo Road
City, State: Winston Salem, NC 27106
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A010
Phone: _____

8. **SIGNATURE** _____
Name: Elbert/Cheryl Kluttz
Mailing Address: 3250 Bringle Ferry Rd
City, State: Salisbury, NC 28146
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A009, 054A008, 054A007
Phone: _____

9. **SIGNATURE** _____
Name: Katrina Koons
Mailing Address: 5348 Chandley Farm Cir
City, State: Centreville, VA 20120
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A006
Phone: _____

Rowan County



1:4,806
0 210 420 840 Feet
0 0.0375 0.075 0.15 Miles
Rowan County GIS

September 28, 2021
Old Union Church Rd



2085

2099

2075

OLD UNION CHURCH RD 60

1980

Farmstead Ln

0 200 400 Feet





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 8, 2021

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the **next available** County Commission meeting to consider and receive comment for the following road name request:

Proposed Name: Hobby Farm Ln

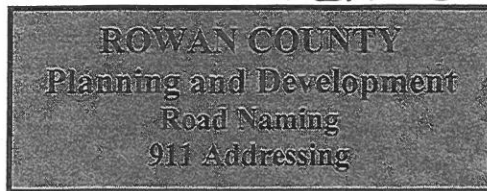
Currently Known As: Carter Loop St

Location: Carter Loop St

Property Owners: Maria Alvarado, Glen Hilton, Stolz Family Limited, John Kluttz

BSC

to Columbus 9/18/12 Call DOT
then to Commissioners



Return this completed petition form to:
Rowan County Planning and Development
Aaron Poplin, Planner
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8600 Fax: 704 216-7986
Email: Aaron.Poplin@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, please enclose a sketch of the road with all homes and resident's names and current addresses along the road. It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

With the exception of roads in new subdivisions, for which is the cost of the sign is the responsibility of the developer, the county provides and maintains road signs.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The road name choices will be evaluated by the following criteria:

1. The proposed name must not be a duplicate or sound deceptively similar to the name of any other road in Rowan County, including all municipalities.
2. The proposed road name shall not be that of an individual person.
3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: HOBBY FARM LANE

Second Choice: ~~ROOSTER LANE~~ ROCKING Horse Lane

Third Choice: ~~ROCKING HORSE LANE~~ ROOSTER Lane

all OK
per Columbus
9/19/12

It is also important to remember that any or all addresses along the road may be changed during the naming process.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark () and described below:

() Assignment of a name to an unnamed road.

(✓) Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road

ADJACENT TO SR 1006 + SR 2565

State road numbers(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR 2629 (Highway Number) NC# _____

US# _____

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." CARTER LOOP STREET

DOT 9/18/12 320

Petitioners:

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.

UNANIMOUS PETITIONS submitted with 100% of property owners' signatures may be approved by the addressing committee located within the Planning and Development Department while MAJORITY and SPECIAL CONSIDERATION petitions will be taken for Commissioner approval through the public hearing process and may take 30 days or more for the procedure.

*When submitting petition, remember to include the diagram of the road with all structures and current addresses noted. This is very important to the process as it helps ensure that everyone receives a correct address. You will be notified of completion of the road naming process after final action.

Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE [Signature]
Address 180 CARTER LOOP STREET
City ROCKWELL State NC Zip 28138 374 016
Telephone: Home 704-796-5875 Other 704-956-5810 Tax map/parcel number 374 087

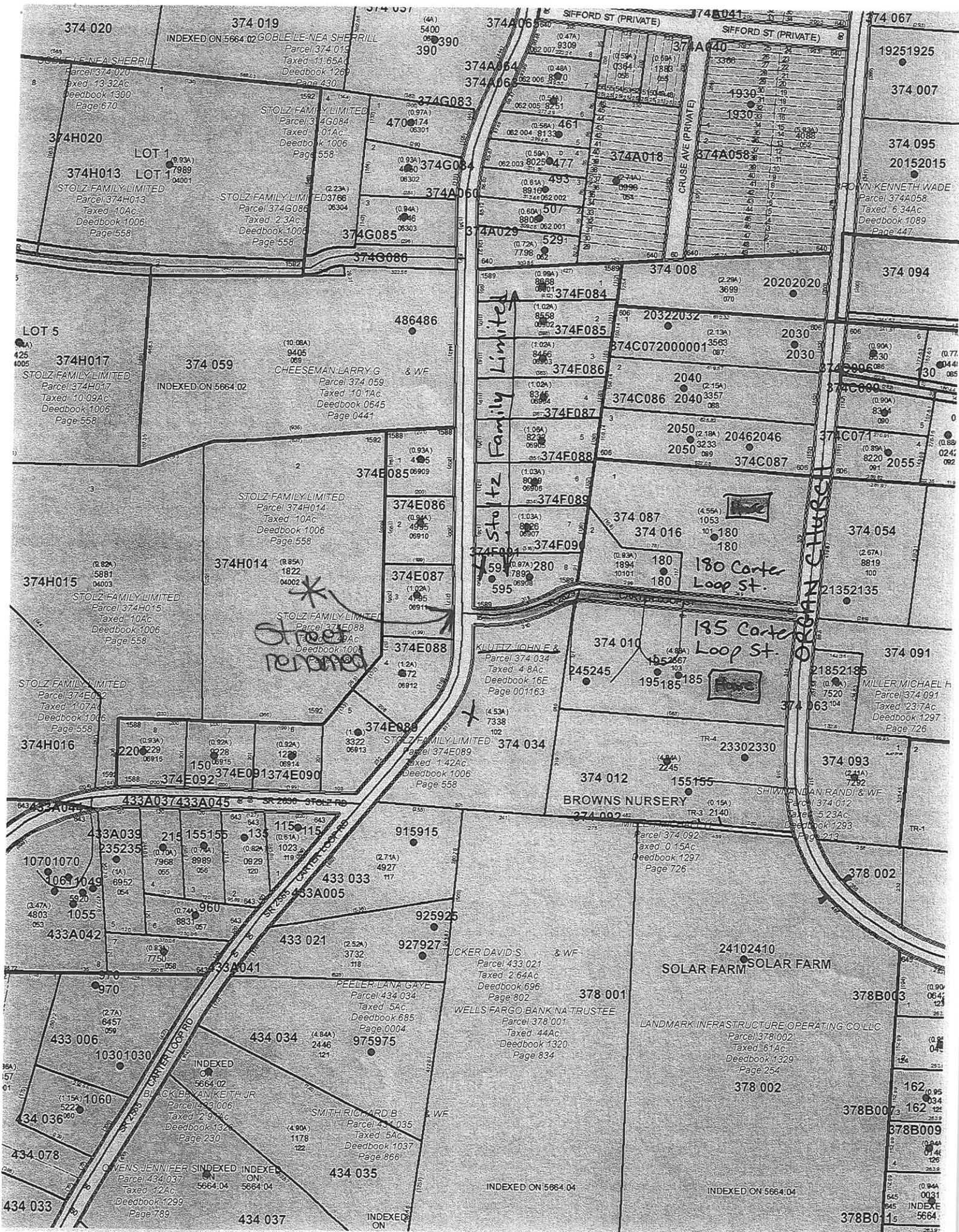
DATE: 3-26-21

Road name agreed on:

1. Hobby Farm Lane
2. Rocking Horse Lane
3. Rooster Lane

Signature, address and telephone number of PROPERTY OWNER:

- | | |
|---|---|
| 1. SIGNATURE <u>[Signature]</u>
Address <u>185 CARTER LOOP STREET</u>
<u>ROCKWELL, NC 28138</u>
Map <u>374</u> Parcel <u>010</u>
Phone #: <u>704-956-5810</u> | 5. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____ |
| 2. SIGNATURE <u>[Signature]</u>
Address <u>14324 FOUNTAIN LN</u>
<u>Charlotte NC 28278</u>
Map <u>374</u> Parcel <u>034</u>
Phone #: <u>704-236-3307</u> | 6. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____ |
| 3. SIGNATURE <u>[Signature]</u>
Address <u>185 Carter Loop St.</u>
<u>Rockwell, NC 28138</u>
Map <u>374</u> Parcel <u>010</u>
Phone #: <u>980 521-22-39</u> | 7. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____ |
| 4. SIGNATURE _____
Address _____
Map <u>374F</u> Parcel <u>091</u>
Phone #: <u>Could not get</u>
<u>Signature belongs</u>
<u>to a law firm.</u> | 8. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____ |



Ownership: 6247550 Legal: 12 vacant residential
STOLZ FAMILY LIMITED PARTNERSHIP
PO BOX 30
NORTH GARDEN VA 22959
L8 1.32ac
Zoning: RA
Plat: 6227

Subd:
Sale Dt Db/Pg Instr VC Price Grantee
01/03/07 1006/558 SNP 6 STOLZ FAMILY LIMITED PARTNERSHIP

Sketch Vectors
Vector

The property that did not sign

Improvement Description: R Residential Assessment: 2021

Story:	Grade:	Style:	Base Factors	Depreciation	Land:	Excluded:
Style:	Bedrooms:	Ext Wall:	Area Fact:	Table:	BLDG:	\$0 Ag Use: U
Year Blt:	Full Baths:	Foundation:	Const Fact:	Mktadj:	Market:	\$23,375
Eff Year:	Half Baths:	Fireplace:	Grade Fact:	Fun Dep:	Deferred:	\$23,115
MGFA:	Addl Fixt:	Heating:	St Hgt Fact:	Econ Dep:	Exempt:	\$0
Upper:	Tot Fixt:	Well/Septic:	Tot Base Adj:	Loc Obs Dep:	Taxable:	\$260
Addn:	-	C&D Descr:	Base Model:	RCN/SF:	Last Yr:	\$260
SFLA-htd:	-	-	Adj Base	RCNLD/SF:		

L#	B	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	ETyr Bt	Grd	%Gd	Table	%Cmp	RCNLD	Pricing Ladder
D															Adj Base
W															Plumbing * Grade
E															Heat/Air * Grade
L															FP/Other * Grade
L															Base Dwelling RCN
A															C&D Adjustment
D															Addl Physical Adj
D															Dwelling Adj
N															Adjusted Base RCN
S															Additions RCN
															Dwelling RCN
															Physical Depr %
															Functional %
															Economic %
															Location Obs %
															Dwelling RCNLD
															NBHD Factor Adj
															PCT Complete
															Adjusted RCNLD

Total RCN:

Total ADJRCNLD:





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 8, 2021

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the **next available** County Commission meeting to consider and receive comment for the following road name request:

Proposed Name: Summers Dale Ln

Currently Known As: N/A

Location: 3300 Block Smith Rd.

Property Owners: Chad Thomas, CMH Homes, Dale Perry, David Hargett

Boc
no DOT not state road

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing



Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

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**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: Sommers Dale Lane X
Second Choice: Mason Lane -
Third Choice: Mason Miller Lane

It is also important to remember that any or all addresses along the road may be changed during the naming process.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark () and described below:

- (☒) Assignment of a name to an unnamed road.
() Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road
Dirt drive with 3 or more houses, located off of Old Union Church Road in 2000 block to the north

State road number(s). Complete the following that is applicable:
(Secondary road (SR) & Four Digits) SR N/A (Highway Number) NC# N/A
US# N/A

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." No Name

Workorder 9/29/21

Petitioners:

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

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Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE [Signature]

Address 1124 Charlotte Hwy

City Trounman

State NC

Zip 28166

Telephone: Home _____

Other 704-528-7960

Tax map/parcel number 246186

DATE: 9-28-21

Road name agreed on:

1. Sommers Dale Lane

2. Mason Lane

3. Mason Miller Lane

Signature, address and telephone number of PROPERTY OWNER:

1. SIGNATURE [Signature]

Property Address: 0 Smith Road

Map/Parcel#: 246186

Phone: 704-528-7960

2. SIGNATURE refused to sign

Property Address: 8333 Smith Road

Map/Parcel#: 246392

Phone: _____

3. SIGNATURE _____

Property Address: 8345 Smith Road

Map/Parcel#: 246385

Phone: _____

4. SIGNATURE _____

Property Address: 8255 Smith Road

Map/Parcel#: 246396

Phone: _____

5. Signature no sign

Address 2347 Smith Rd

Parcel 246199

Phone: _____

Petitioners:

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Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE Freedom Homes will sign here

Address _____

City _____

State _____

Zip _____

Telephone: Home _____

Other _____

Tax map/parcel number _____

DATE: _____

Road name agreed on:

1. what ever name is on the map

2. Sommer Dale Lane

3. _____

Signature, address and telephone number of PROPERTY OWNER:

1. SIGNATURE

Property Address: 0 Smith Road

Map/Parcel#: 246186

Phone: _____

2. SIGNATURE

Property Address: 8333 Smith Road

Map/Parcel#: 246392

Phone: _____

3. SIGNATURE

Property Address: 8345 Smith Road

Map/Parcel#: 246385

Phone: _____

4. SIGNATURE Bob & Diane Sommer

Property Address: 8255 Smith Road

Map/Parcel#: 246396

Phone: 980 333 1524

Sommer Dale Lane

address: _____

Petition leader: must own property along the proposed road
SIGNATURE Millers will sign here

Address _____
City _____ State _____ Zip _____
Telephone: Home _____ Other _____ Tax n _____

DATE: _____

Road name agreed on: 1. _____
2. _____
3. _____

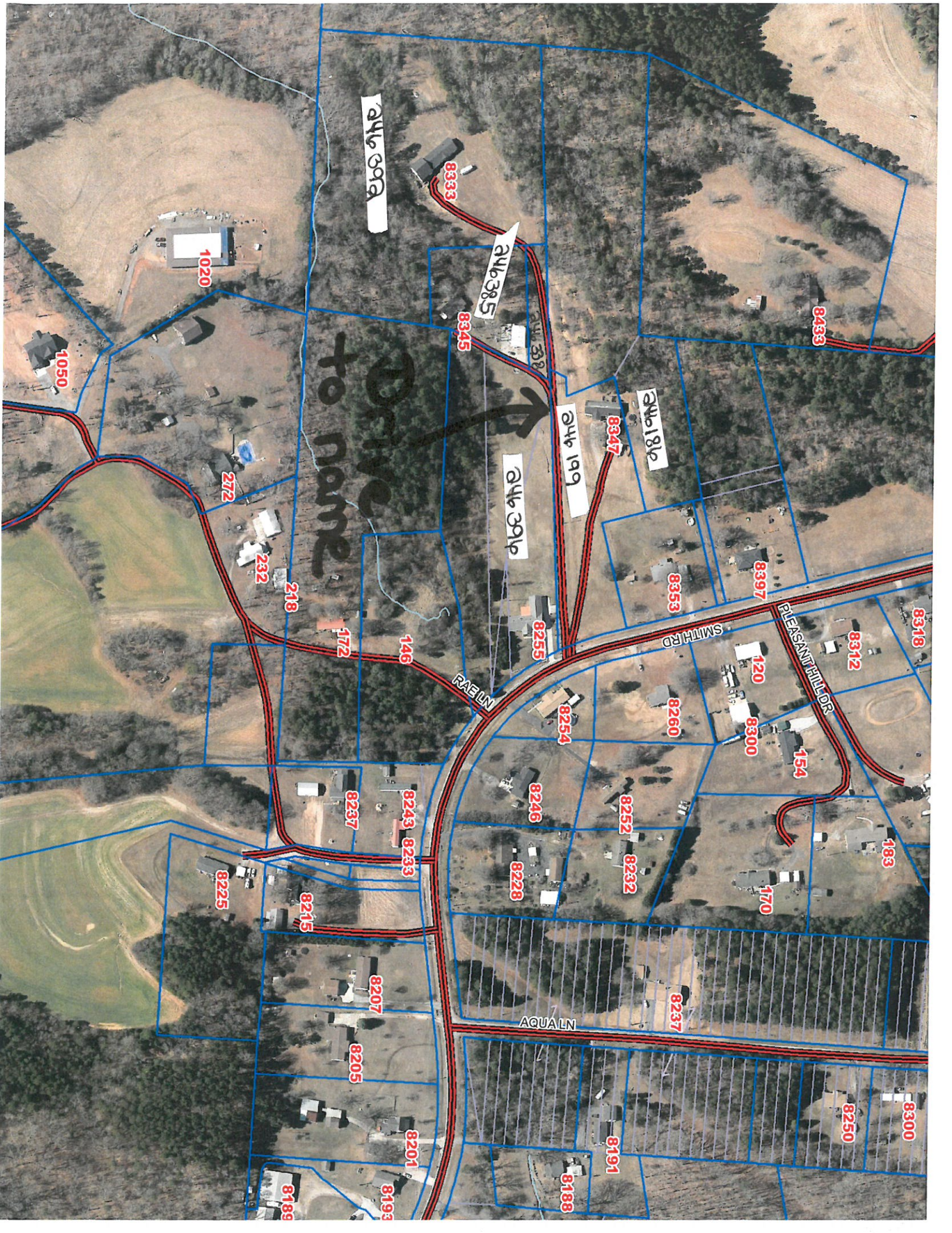
Signature, address and telephone number

1. SIGNATURE _____
Property Address: 0 Smith Road
Map/Parcel#: 246186
~~_____~~

2. SIGNATURE _____
Property Address: 8333 Smith Road
Map/Parcel#: 246392
Phone: _____

3. SIGNATURE M3 Perry
Property Address: 8345 Smith Road
Map/Parcel#: 246385
Phone: 704 617-1790

4. SIGNATURE _____
Property Address: 8255 Smith Road
Map/Parcel#: 246396
Phone: _____



Drive to name

246 399

246 385

246 199

246 396

246 186

SMITH RD

PLEASANT HILL DR

RAE LN

AQUA LN





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 8, 2021

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the **next available** County Commission meeting to consider and receive comment for the following road name request:

Proposed Name: Old Woodleaf Rd

Currently Known As: N/A

Location: 2000 Block Woodleaf Rd.

Property Owners: Ann Scott, Harry Hip, Pilot Developers LLC, Barbara Dockings, Terry Smith

BOC
State Rd - but DOT already used name

Ealey, Pamela C

From: Poplin, Aaron M <Aaron.Poplin@rowancountync.gov>
Sent: Wednesday, August 18, 2021 11:08 AM
To: Hawks, Earl C.; Ealey, Pamela C
Cc: Rollans, Adrian; Muire, Ed D.; Stewart, Shane A.
Subject: RE: 2012 Woodleaf

I think Old Woodleaf Rd would be fine especially since the DOT already has it that way. I would be fine in keeping the address numbers since it would be an easier transition and it would correct the odd/even conflict 2012 currently has.



Be an original.

Aaron Poplin | CFM
Planner
Rowan County Planning & Development
402 N. Main St. | Suite 204 | Salisbury, NC 28144
P (704) 216-8600 | F (704) 216-7986

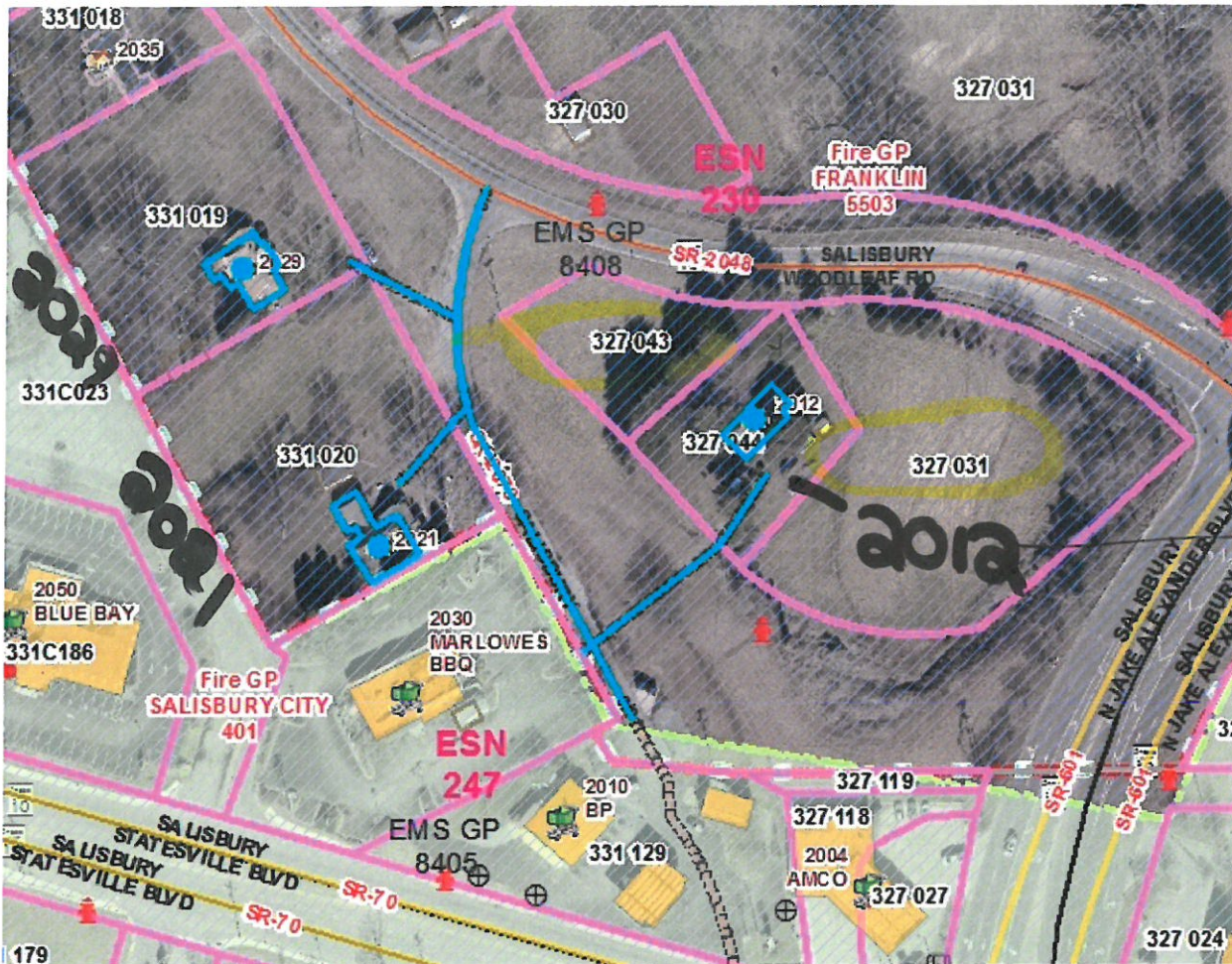
From: Hawks, Earl C.

Sent: Wednesday, August 18, 2021 10:37 AM
To: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>; Poplin, Aaron M <Aaron.Poplin@rowancountync.gov>
Cc: Rollans, Adrian <Adrian.Rollans@rowancountync.gov>; Muire, Ed D. <Ed.Muire@rowancountync.gov>; Stewart, Shane A. <Shane.Stewart@rowancountync.gov>
Subject: RE: 2012 Woodleaf

What ya'll think about just naming this section of road to "OLD WOODLEAF RD" (that's what NCDOT has it as) then we just change the addresses Also should we readdress the homes or "make" the existing addresses work ?

What are ya'll thoughts ?

KSeitza@ncdot.gov



Vacant?
Send
per Aaron

Thanks,
Columbus

ROWAN COUNTY
NORTH CAROLINA
Be an original.



Columbus Hawks | GIS Manager / 911 Analyst
Rowan County Information Technology / Rowan County 911
130 W Innes St, Salisbury, NC 28144 or
1090 Corporate Center Dr
[p] 704.216.8604 [m] 704.239.2226
www.rowancountync.gov

ROWAN COUNTY
Geographic Information System
Be an original.

ROWAN COUNTY
INFORMATION TECHNOLOGY
Be an original.

② Petition?

① Code DMV
for record
of using Old
Woodleaf
- he will remove

Do file -
put in DOT
ASK residents
to A name
to

From: Rollans, Adrian
Sent: Friday, August 13, 2021 9:20 AM
To: Price, Susan K <Susan.Price@rowancountync.gov>

Cc: Hawks, Earl C. <Columbus.Hawks@rowancountync.gov>

Subject: RE: 2012 Woodleaf

Well it is now.

They sorta moved the road if you remember.

AR

From: Price, Susan K

Sent: Thursday, August 12, 2021 6:25 PM

To: Rollans, Adrian <Adrian.Rollans@rowancountync.gov>

Subject: 2012 Woodleaf

Is 2012 Woodleaf on the wrong side of road.



**ROWAN
COUNTY**

NORTH CAROLINA

Be an original.

Susan K Price

Senior Elections Clerk

Rowan County Board of Elections

1935 Jake Alexander Blvd., W. | Suite D10 | Salisbury, NC 28147

P (704) 216-8151 | F (704) 216-8145

susan.price@rowancountync.gov

www.rowancountync.gov/elections



2079-RF-1

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
P.O. BOX 25201
RALEIGH 27611-5201

JAMES G. MARTIN
GOVERNOR

DIVISION OF HIGHWAYS

THOMAS J. HARRELSON
SECRETARY

JULY 91

WILLIAM G. MARLEY, JR., P.E.
STATE HIGHWAY ADMINISTRATOR

MEMORANDUM TO: Mr. D. B. Waters
Division 9

FROM: L. J. Ward, P. E., Manager
Planning and Environmental Branch

SUBJECT: Change Secondary Road Numbers

We have been authorized to make the following changes in Secondary Road Numbers on County Maps as indicated below. We request that you make similar changes on your file maps in Division and District, and have the necessary changes made by your sign supervisor on the ground. We are changing our basic county maps accordingly. If our plan does not fit actual ground conditions, please return this with letter of explanation and recommendations.

County <u>ROWAN</u>	Old Numbers _____
Petition No. <u>9.8091456</u>	New Numbers <u>SR-2079 NL</u>
Length: _____	Cancel Numbers _____
Board Approval <u>.08</u> Miles	System Addition <u>✓</u>
County Map <u>.08</u> Miles	System Deletion _____
Report Date _____	System Reassignment _____
Road Name <u>Old Woodleaf Road</u>	Number Reassignment _____ (See Map)
Date of Approval <u>• 7-11-91</u>	
Remarks: <u>SEE ATTACHED MAP</u>	

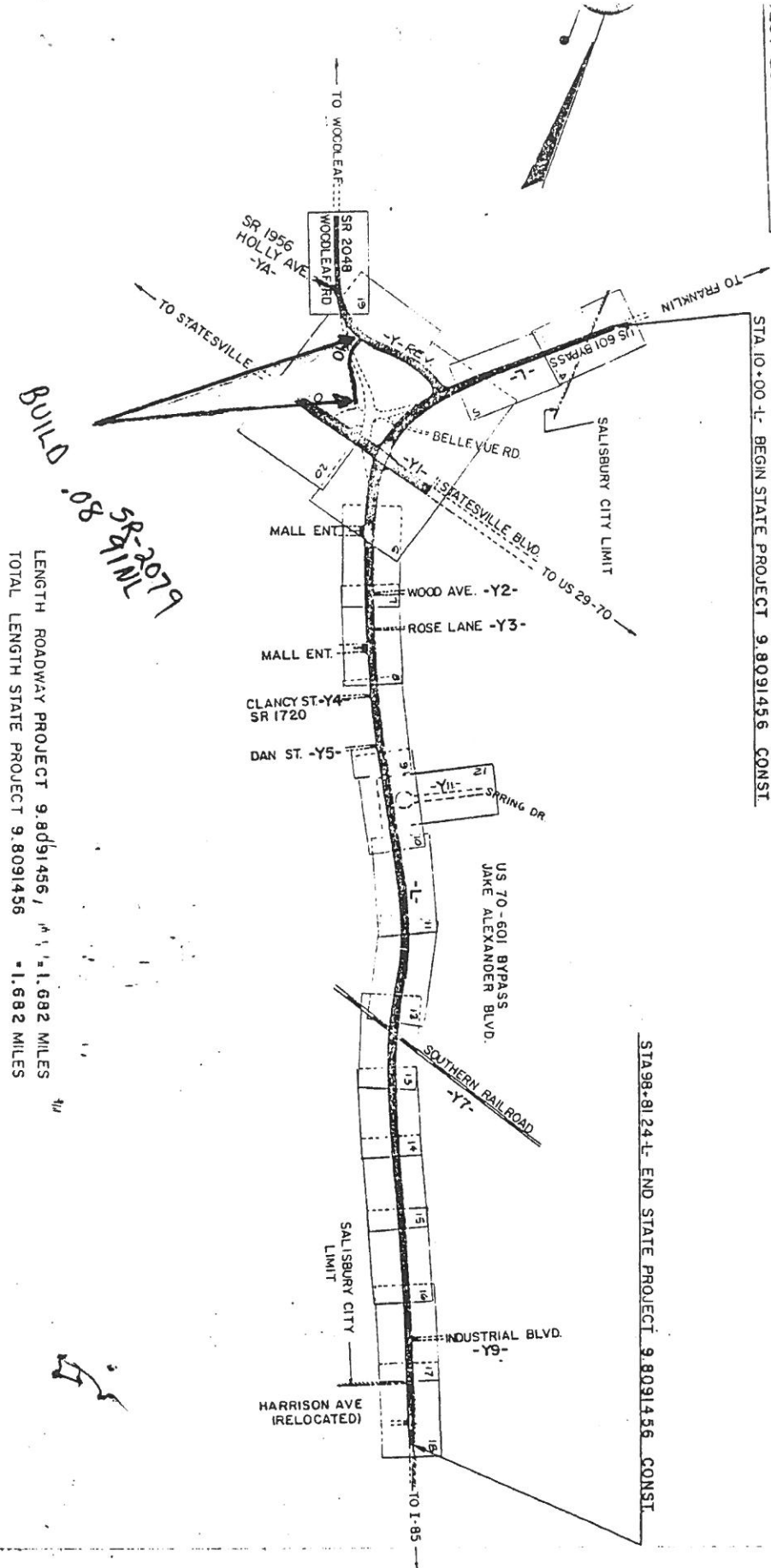
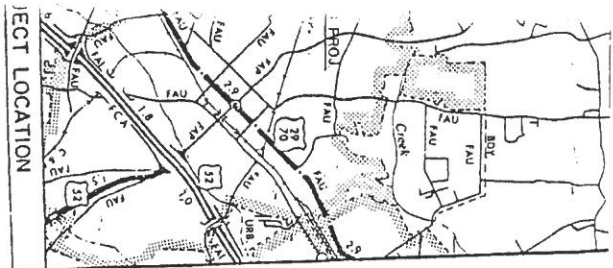
LJW/pr
cc: Bridge Department
Traffic Engineering
Right of Way

PLAN AND PROFILE OF PROPOSED STATE HIGHWAY

ROMAN COUNTY

LOCATION: US 601 RELOCATED FROM NORTH OF
STATESVILLE BLVD. TO SOUTH OF HARRISON AVE. (RELOCATED)

TYPE OF WORK: GRADING, PAVING, DRAINAGE, CURB & GUTTER, THERMOPLASTIC
PAVEMENT MARKING AND SNOWPLOWABLE PAVEMENT MARKERS



LENGTH ROADWAY PROJECT 9.8091456, 1.682 MILES
TOTAL LENGTH STATE PROJECT 9.8091456 1.682 MILES

County Line ..	0
City or Town Lin	0
Exist. Right of W	0
Prop. Right of W	0
Prop. Right of W	0
Exist. Control of	0
Prop. Control of	0
Property Line ..	0
Easement Line	0
Slope Stake Lin	0
Exist. Fence ..	0
Prop. Woven Wit	0
Prop. Chain Lin	0
Exist. Road ..	0
Prop. Road ..	0
Guardrail ...	0
Survey Line ..	0
Denotes Line E	0
Bridge	0
Culvert	0
Railroad	0
Woods	0
Exist. Telephon	0
Prop. Telephon	0
Tower Pole and	0
Exist. Power P	0
Prop. Power Po	0
Sanitary Sewer	0
Water Line ...	0
Gas Line	0
Prop. Wheelch	0
40 20 0	0
20 10 0	0
50 25 0	0
PROFI	0
10 5 0	0
PROFI	0

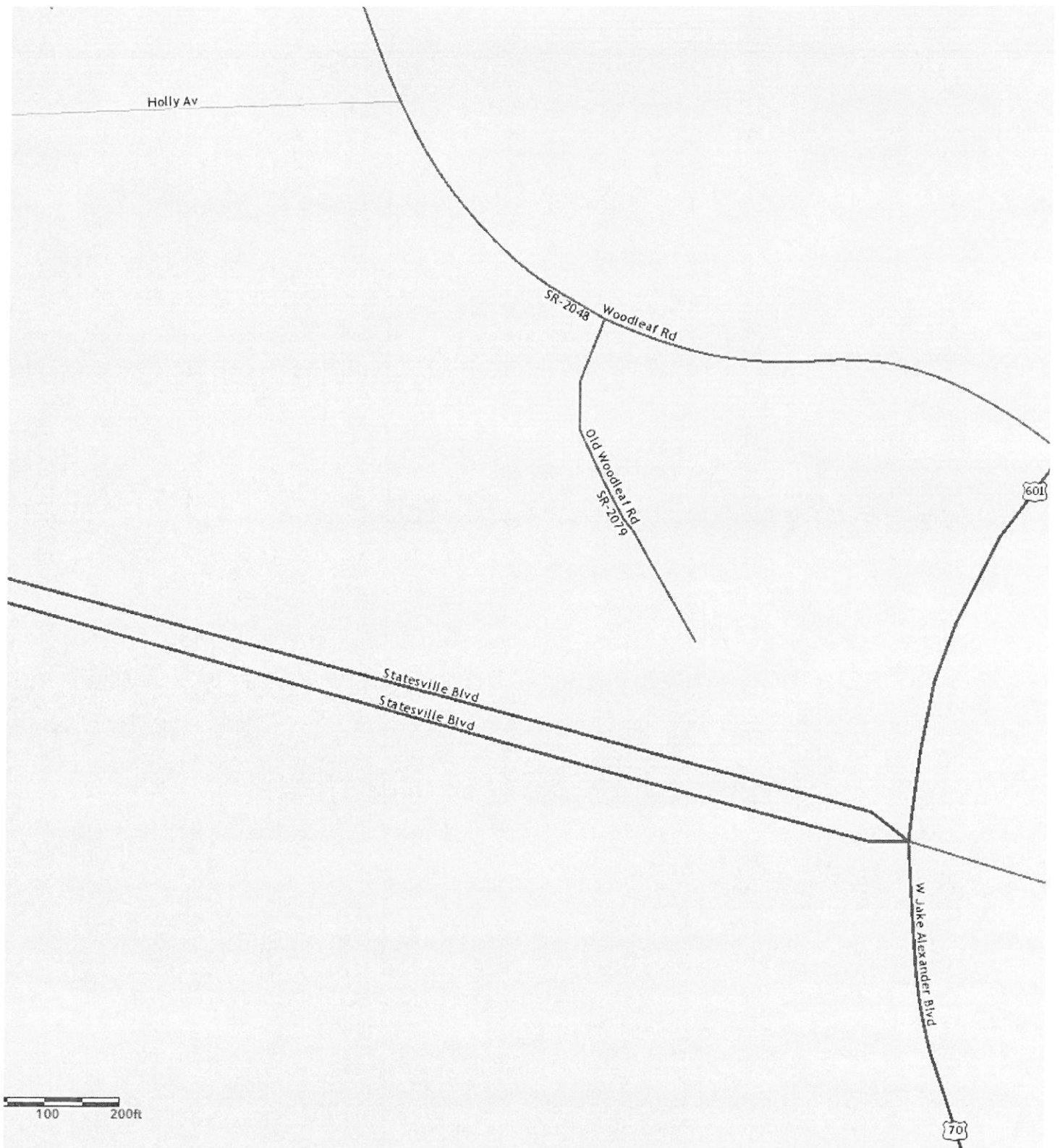
Ealey, Pamela C

From: Goldston, Eric <egoldston@ncdot.gov>
Sent: Wednesday, August 18, 2021 12:09 PM
To: Ealey, Pamela C
Subject: SR 2079 (Old Woodleaf Rd)
Attachments: Change Secondary Road Numbers-07.01.1991.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Pam,

Attached is document that shows when DOT gave this road new number in 1991 when this intersection was realigned. Let me know if you need anything else.



Eric Goldston
Assistant District Engineer
Division 9, District 1
North Carolina Department of Transportation

704 630 3200 Office

egoldston@ncdot.gov

**4770 South Main Street
Salisbury, NC 28147**



Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.



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: Sheriff Kevin Auten
DATE: 10-8-21
SUBJECT: Request for Approval for Body Camera Purchase for Bailiffs

Attached Memo is requesting approval of a request to purchase Body Cameras for the RCSO Bailiffs. These cameras are needed to capture video footage of interactions between Bailiffs and persons who are in the Justice Center. There have been several occasions in which camera footage would have benefitted RCSO personnel who were being complained on. In most every incident the Bailiff acted in a professional manner and took the actions required to take care of an issue. A copy of contract is also attached.

Approve purchase so that Bailiffs can be properly equipped as soon as possible.

ATTACHMENTS:

Description	Upload Date	Type
Memo requesting approval	10/8/2021	Cover Memo
Copy of AXON Contract	10/8/2021	Cover Memo

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Major John Sifford, Sheriff's Department
Anna Bumgarner, Director of Purchasing/Contract Administration

Re: Approval of a Sole-Source Purchase of Body Cameras from Axon Enterprise, Inc

Date: October 5, 2021

Rowan County Sheriff's Department would like to enter into an agreement to purchase body cameras for the bailiffs at the Rowan County Courthouse. This agreement will include storage of footage for 4 years. This agreement would be approved as a 'sole-source' per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

The County already has an existing contract with Axon so this agreement would be for standardization or compatibility as the overriding consideration. Below is a breakdown of the amount due and due date. The total cost of this agreement is \$89,442.40. (Year 1 includes plan and hardware.)

Plan Year	Date	Amount Due
Year 1 (FY22)	October 2021	\$37,278.40
Year 2 (FY23)	August 2022	\$17,388.00
Year 3 (FY24)	August 2023	\$17,388.00
Year 4 (FY25)	August 2024	\$17,388.00

Attached is the quote provided by Axon Enterprise, Inc that will be entered as a contract.

Recommendation: The Sheriff and Purchasing Director recommends that the Board of Commissioners authorize the County Manager to enter into a "sole-source" agreement with Axon Enterprise, Inc. for body cameras for the bailiffs for \$37,278.40 in FY22 and \$17,388 each year for FY23-FY25.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-339542-44473.853DB

Issued: 10/04/2021



Quote Expiration: 10/25/2021

EST Contract Start Date: 11/01/2021

Account Number: 110527

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-232 N Main St 232 N Main St Salisbury, NC 28144-4343 USA	Rowan County Sheriff's Office - NC 232 N Main St Salisbury, NC 28144-4343 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Blair Phone: Email: dblair@axon.com Fax:	James Davis Phone: (704) 216-8697 Email: james.davis@rowancountync.gov Fax:

Program Length	46 Months
TOTAL COST	\$89,442.40
ESTIMATED TOTAL W/ TAX	\$92,741.21

Bundle Savings	\$21,953.88
Additional Savings	\$2,576.00
TOTAL SAVINGS	\$24,529.88

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Oct, 2021	\$17,388.00
Year 1 HW/True Up	Oct, 2021	\$19,890.40
Year 2	Aug, 2022	\$17,388.00
Year 3	Aug, 2023	\$17,388.00
Year 4	Aug, 2024	\$17,388.00

Quote Details

Bundle Summary

Item	Description	QTY
AB3C	AB3 Camera Bundle	14
AB3MBD	AB3 Multi Bay Dock Bundle	2
BWCUwTAP	BWC Unlimited with TAP	14
DynamicBundle	Dynamic Bundle	1

Bundle: AB3 Camera Bundle Quantity: 14 Start: 11/1/2021 End: 8/31/2025 Total: 9786 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	14	\$699.00	0.00%	\$685.02	\$699.00	\$9,786.00
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	16	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	16	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: AB3 Multi Bay Dock Bundle Quantity: 2 Start: 11/1/2021 End: 8/31/2025 Total: 3077.8 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	2	\$1,495.00	0.00%	\$209.30	\$1,495.00	\$2,990.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	\$43.90	0.00%	\$6.15	\$43.90	\$87.80

Bundle: BWC Unlimited with TAP Quantity: 14 Start: 11/1/2021 End: 8/31/2025 Total: 57316 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	14	\$388.15	27.70%	\$380.39	\$388.15	\$5,434.06
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	14	\$1,297.15	27.70%	\$0.00	\$1,297.15	\$18,160.10
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$698.47	27.70%	\$97.78	\$698.47	\$1,396.93
Camera Refresh 1 with	73309	AXON CAMERA REFRESH ONE	14	\$545.90	27.70%	\$534.99	\$545.90	\$7,642.63

Spares								
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$1,164.11	27.70%	\$162.97	\$1,164.11	\$2,328.22
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	14	\$798.25	27.70%	\$0.00	\$798.25	\$11,175.44
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$1,218.34	27.70%	\$170.57	\$1,218.34	\$2,436.67
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	14	\$571.21	27.70%	\$559.78	\$571.21	\$7,996.92
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	56	\$13.30	27.70%	\$0.00	\$13.30	\$745.03

Bundle: Dynamic Bundle Quantity: 1 Start: 11/1/2021 End: 8/31/2025 Total: 7026.6 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	140	\$18.40	100.00%	\$0.00	\$0.00	\$0.00
Other	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	14	\$501.90	0.00%	\$491.86	\$501.90	\$7,026.60

INDIVIDUAL ITEMS								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	73680	RESPOND DEVICE PLUS LICENSE	14	\$874.00	0.00%	\$0.00	\$874.00	\$12,236.00
Total:								\$12,236.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/4/2021

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: Finance Department
DATE: October 8, 2021
SUBJECT: Surplus Vehicles & Equipment

In accordance with G.S. 160A-270(c), the Finance Department is requesting the Board approval to declare the vehicles, furniture and equipment listed on the attached Exhibit A to be surplus property and to allow the Finance Department to sell the surplus property by electronic auction site, GovDeals.com, and/or with a licensed auctioneer.

The Finance Department is also requesting the Board's approval that if an item declared surplus on Exhibit A cannot be sold because of being damaged, missing essential pieces or deemed a safety hazard to a purchaser it can be disposed of at the Rowan County Landfill under the supervision of the Environmental Director.

Also, if an item declared surplus on Exhibit A does not sell during the auction period it can be disposed of at the Rowan County Landfill under the supervision of the Environmental Director.

It is the recommendation of the Finance Department that the aforementioned request be approved by the Board. The Board of Commissioners declares the property on Exhibit A be deemed surplus property, the Finance Department is authorized to sell the surplus property by electronic auction and/or by a licensed auctioneer, property damaged or not safe to be sold must be disposed of and not offered for sale and any property not purchased during the sale process will be disposed of at the Rowan County Landfill.

ATTACHMENTS:

Description	Upload Date	Type
Surplus Equipment List	10/11/2021	Backup Material



ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144

704.216.8170

www.rowancountync.gov

James M. Howden, CPA | Finance Director

Memorandum

To: Rowan County Board of Commissioners

From: James Howden, Finance Director

Re: Declaration of Surplus Vehicles & Equipment

Date: October 18, 2021

In accordance with G.S. 160A-270(c), the Finance Department is requesting the Board approval to declare the vehicles, furniture and equipment listed on the attached Exhibit A to be surplus property and to allow the Finance Department to sell the surplus property by electronic auction site, GovDeals.com, and/or with a licensed auctioneer.

The Finance Department is also requesting the Board's approval that if an item declared surplus on Exhibit A cannot be sold because of being damaged, missing essential pieces or deemed a safety hazard to a purchaser it can be disposed of at the Rowan County Landfill under the supervision of the Environmental Director.

Also, if an item declared surplus on Exhibit A does not sell during the auction period it can be disposed of at the Rowan County Landfill under the supervision of the Environmental Director.

Staff's Recommendation: It is the recommendation of the Finance Department that the aforementioned request be approved by the Board. The Board of Commissioners declares the property on Exhibit A be deemed surplus property, the Finance Department is authorized to sell the surplus property by electronic auction and/or by a licensed auctioneer, property damaged or not safe to be sold must be disposed of and not offered for sale and any property not purchased during the sale process will be disposed of at the Rowan County Landfill.

Rowan County
Surplus Equipment Request
Equipment Listing

EXHIBIT A

#	Items to be Listed as Surplus	Quantity
1 & 2	Double Door Medical Refrigerator	2
3	Ice Machine with storage	1
4	Werner Aluminum 8' Ladder	1
67	Glass (70"x34")	1
68	Extractor - Multipurpose Heater	1
5	Under Counter Cabinets	6
69	Prison Trays (Box of Hot Plates)	1
70	Argon Gas Window 20.5"x64"	1
27	Red Velvet Office Sitting Chairs with Arms	9
6	Rolling Filing Cabinet Wall Assembly Unit	1
7	Desk with/without hutch	15
9	Fingerprint Machine	1
10	Bags of Curtains from Commissioners Meeting room	5
11	Upholstered Chairs	111
12	Cubicle Walls	3
8	Kodak 9610 Picture Printer	1
13	Metal Detectors	2
14	Stainless Steel Bathroom Stall	2
15	Network Box	1
16	Box of Cash Boxes	2
17	Miscellaneous Office Supplies Plastic Bins, Wires, Old Cartridges, VHS, VCR, Fax machine, Coffee Maker, Microwave, Vacuum	
18	Green Loft Cabinet	1
19	Cots	15
20	Blue Sheet Metal Box	1
21	Spine Boards	10
22	Medical Beds	2
23	Natural Oak Wood Chairs	33
24	Ricoh Copier/Printer	1
25	Metal File Cabinets	41
26	Office Pictures	3
28	Office Chairs with wheels	19
29	Wall Tele power Flow Pole Outlets	2
30	Ice Maker	1
31	Metal Grade School Chairs	146
32	Mailbox / Sorter	3
33	Scales	2
34	Grade School Lockers	5
35	Tables	27
36	Smart Boards	3
37	Class Room White Board	1
38	Microfiche	1
39	Workout Machines	2
40	Credenza and Desk Set	1
41	Row of Wooden Stadium Chairs	1
42	Stadium Pads	100
43	Jellyfish Seats	7
46	Bookshelves	11
44	Commercial Coffee Makers	2
45	Sleeping Bags	5
47	Box of Books	7
49	Large Laminator	1
48	Light Pole with 2 lights on top	1
50	School Desks	70

**Rowan County
Surplus Equipment Request
Equipment Listing**

EXHIBIT A

#	Items to be Listed as Surplus	Quantity
51	Paper Towel / Napkin Dispensers	193
52	Soap	224
53	Mercury 250 Boat Motor	1
54	Purple K Fire Extinguisher System	1
55	Multi Screen Xdot Mounts	15
56	Gator - Airport	1
57	Handicap Mobile Ramp	1
58	Soap Dispensers on Stands	15
59	Mirror with Stainless Steel Frame	1
60	Predator Pro - Blown Engine, 1,040 hours 61" Deck	1
61	Turf Tiger - 61" deck	1
62	Pallet of Metal Shelving without sides	1
64	Pallet of Plastic Fencing	
63	Pavers from Admin	12
65	Leaf Vacuum - broken turbine	1
66	Parks - Gator	4
	MKC18244E696 - Boat & Trailer	
<u>Vehicles</u>		
#9433	1GCGD34J6EF304753 - 1983 Chevrolet D30	1
#0716	2B3KA43H17H690525 - 2007 Dodge Charger	1
#1105	2B3AA4CTXAH303932 - 2010 Dodge Charger	1
#1103	2B3AA4CT6AH303930 - 2010 Dodge Charger	1
#0536	2FAHP71W15X134606 2005 Ford Crown Victoria	1
#0623	IFTYRI0D66PA60446 - 2006 Ford Ranger	1
#0201	1FTRX18WX1NB97684 - 2001 Ford F150	1
#0408	2FAHP71W74X124600 - 2004 Ford Crown Victoria	1
#0912	IFTRW12WX8FA01680 2008 Ford F150	1
#0814	1FTYR15EX8PA35389 - 2008 Ford Ranger	1
#0709	1FTSW21P27EB03352 - 2007 Ford F250	1
#1320	1GD675C1XB1127114 - 2011 GMC 4500 Ambulance	1
#1321	1GD675C16D1100348 - 2011 GMC 4500 Ambulance	1
#1205	2G1WD5E36C1200168 - 2012 Chevrolet Impala	1
#1309	6G1MK5U29DL826317 - 2013 Chevrolet Caprice	1
#9909	2FAFP73W4XX179529 - 1999 Crown Victoria	1
	6G1MK5U22CL623560 - 2012 Chevrolet Caprice	
#1207		1
<u>Asset Forfeiture/Seized Vehicles - RCSO to auction</u>		
#1217	2B3KA73W48H150572 - 2008 Dodge Charger	1
#1218	4T1BK36B06U127406 - 2006 Toyota Avalon	1

Disclaimer: The items listed above have not been inspected in detail for safety,

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: 10/11/2021
SUBJECT: Bi-Weekly Environmental Health Report

Please find the Bi-weekly Environmental Health Report included and the monthly numbers submitted to the Board of Health

ATTACHMENTS:

Description	Upload Date	Type
Bi-Weekly Environmental Health Report	10/13/2021	Cover Memo

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												
Oct. 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
Total	452	422	2093	636	473	631	58	54	438	375	123	

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

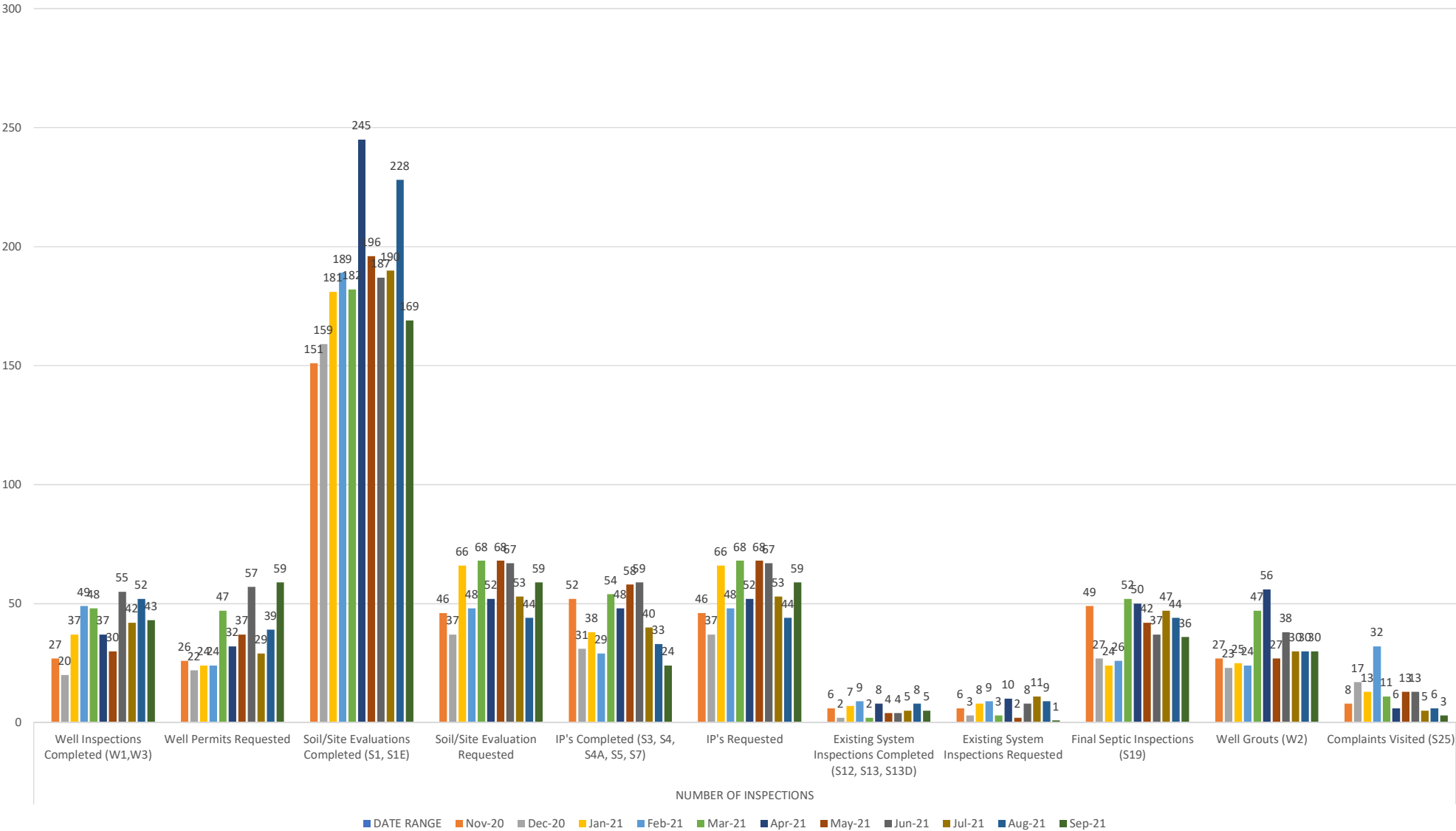
BI-WEEKLY FOOD & LODGING REPORT				

	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
Total	1064	833	53.95	78.48

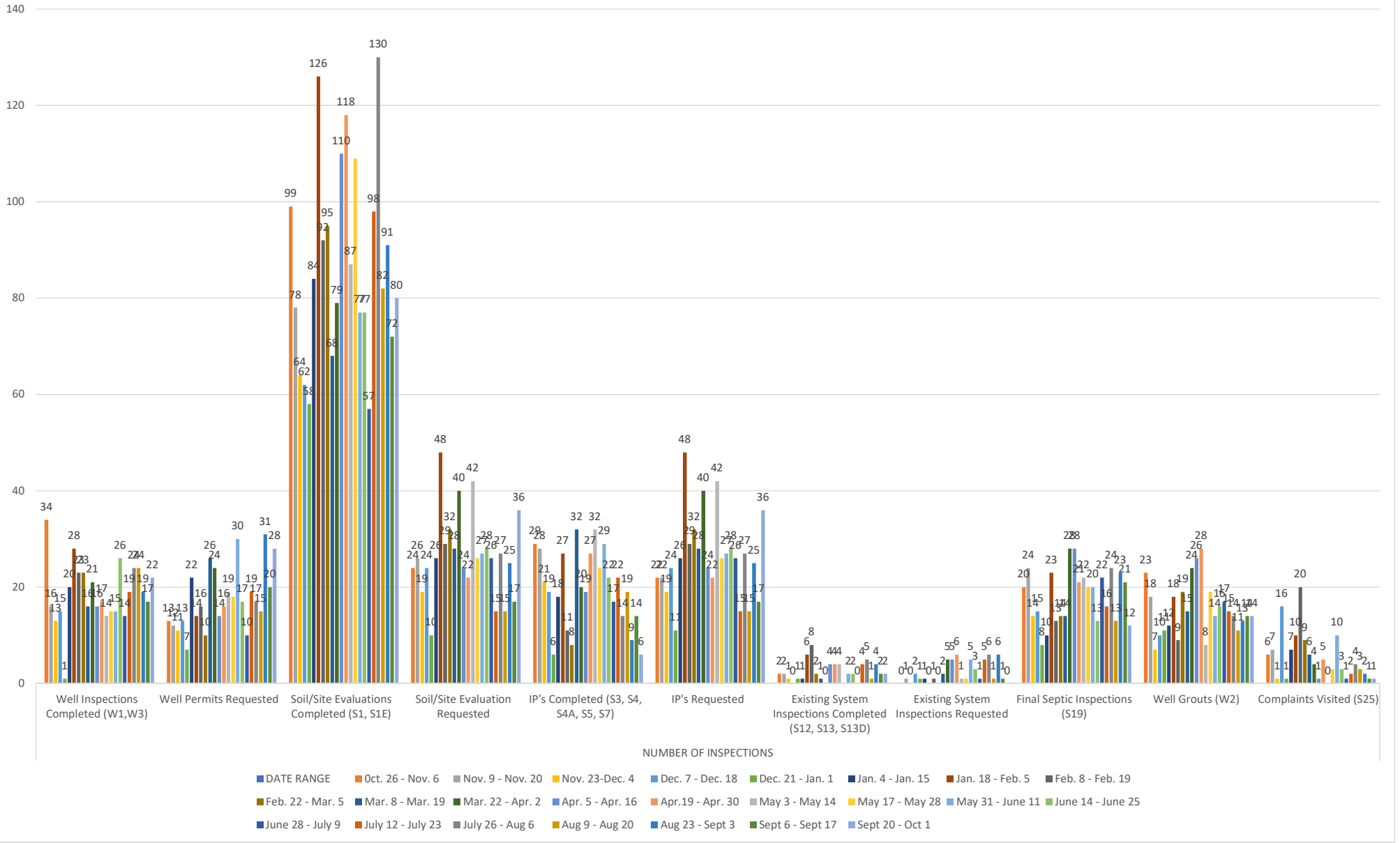
*Aug 9 - Aug 20 all three F&L Staff out at varying times

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

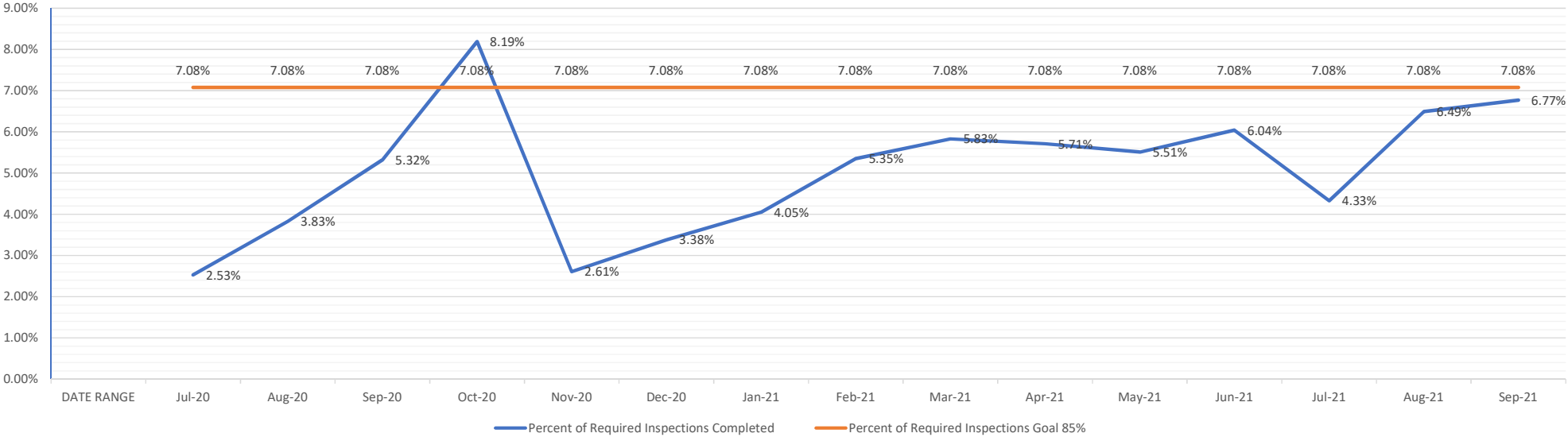
Monthly Onsite Wastewater Report



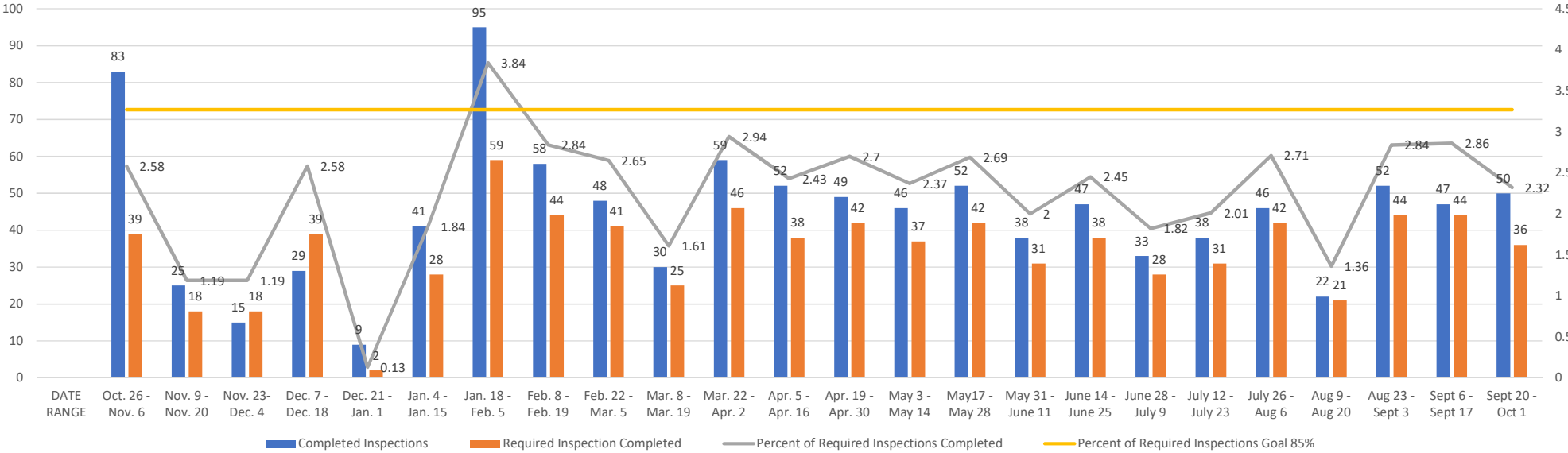
BI-WEEKLY ONSITE WASTEWATER REPORT



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: Anna Bumgarner
DATE: 10/11/21
SUBJECT: Approval of Contract with ADW Architects for Needs Assessment Study, Programming and Master Planning for the Health Department

Rowan County would like to engage ADW Architects for a Needs Assessment Study, Programming and “High-Level” Master Planning related to the relocation of the Health Department. Total cost is \$26,500 plus estimated \$1,000 of reimbursable expenses. This approval will also require a budget amendment.

Attached is the proposed contract with ADW Architects and budget amendment.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to enter into a contract with ADW Architects for a Needs Assessment Study, Programming and Master Planning for the Health Department for a cost not to exceed \$27,500.

AND

Approval of budget amendment to allocate funds for this contract.

ATTACHMENTS:

Description	Upload Date	Type
ADW Proposed Contract	10/11/2021	Backup Material
budget amendment	10/11/2021	Backup Material

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina (“County”) and ADW Architects (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as described in Section A of the attached Exhibit A (the “Contract Specifications”), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

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

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement 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 Agreement 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.

11. Severance Clause. If any part of this Agreement 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 Agreement will remain in full force and effect.

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

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: _____

Title: _____

DRAFT

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider.
Provider will conduct a needs assessment study, programming and master planning as explained in Exhibit B.
- B. Term of the Agreement.
Provider will complete work within 3 months of receiving notice to proceed.
- C. Payment to the Provider.
Provider will provide monthly statements to the County. Total cost shall not exceed \$27,500 with the following breakdown:
- Needs Assessment and Programming: \$14,000.00 plus reimbursable expenses**
Master planning: \$12,500.00 plus reimbursable expenses
Total fee: \$26,500.00 plus reimbursable expenses
Reimbursable expenses include transportation costs, printing and delivery. Reimbursable expenses are estimated at **\$1,000.**
- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.
- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:
- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.
 - Workers' Compensation in the amount of \$500,000 employer's liability
 - Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

E. Contact Information.

THE COUNTY

AARON CHURCH,
COUNTY MANAGER
130 West Innes Street
Salisbury, NC 28144
Telephone: 704-216-8180

THE PROVIDER

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

THE PROVIDER

BY: _____

BY: _____

Name: Aaron Church

Name: _____

Title: County Manager

Title: _____

Date: _____

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

(Signature of County Finance Officer)

-----, BOARD OF COMMISSIONERS

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS.....

a firm to perform a needs assessment study.

27,500	27,500
--------	--------

[illegible]

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 Mike Caskey
DATE: October 5, 2021
SUBJECT: Recognition of Clergy Appreciation Month

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: Micah Ennis
DATE: 10/4/2021
SUBJECT: Binti Introduction and Sole Source Request

Rowan County DSS is preparing to contract with Binti to provide a cloud-based software solution to foster home licensing applications. We seek to provide a briefing on what we hope to achieve with the software and approval for Binti as a sole source for this particular module pursuant to NCGS 143-129(e)(6).

Rowan County DSS is requesting that the Board of Commission approve Binti as a sole source for the foster home licensing module pursuant to NCGS 143-129(e)(6).

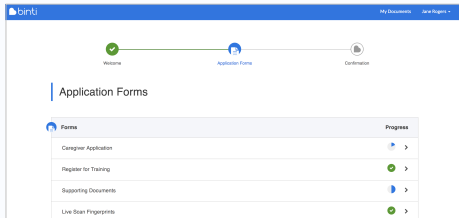
ATTACHMENTS:

Description	Upload Date	Type
Foster Home Licensing Module Overview	10/4/2021	Exhibit
History and Sole Source Proposal	10/4/2021	Exhibit



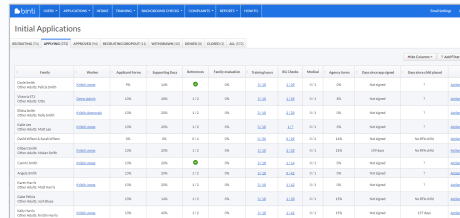
Modern, mobile-friendly software driving measurable results and promoting quality practice

Binti's Approvals Module helps public and private agencies recruit and approve more foster families



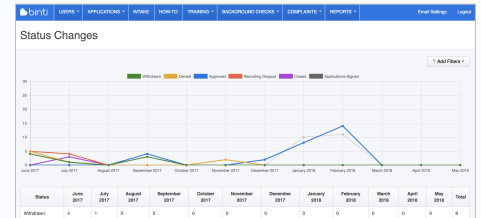
Online Applicant Portal

Allow applicants, references, and other adults to easily complete their forms online from a computer, tablet, or mobile phone.



Social Worker Dashboard

Approve families faster by easily tracking background checks, forms, and training attendance. Auto-population of forms and documents saves time and reduces duplication.



Robust Reporting

Gain insight into your processes, barriers, and trends with robust reporting. Make data informed decisions based on reports.

Binti's impact with existing agency partners:



170+

Partnering agencies in 24 states since 2017 serving 90,000+ children in care



80%

More foster family approvals per year



16%

Fewer days to approve families



20%-40%

Time saved by Binti's partners and their social workers

Binti has proven results in 170+ agencies across 24 states:

- ✓ California
- ✓ Colorado
- ✓ Connecticut
- ✓ Florida
- ✓ Hawaii
- ✓ Illinois
- ✓ Indiana
- ✓ Kansas
- ✓ Kentucky
- ✓ Maryland
- ✓ Massachusetts
- ✓ Minnesota
- ✓ Nevada
- ✓ New Mexico
- ✓ New York
- ✓ North Carolina
- ✓ Ohio
- ✓ Oklahoma
- ✓ Oregon
- ✓ Pennsylvania
- ✓ Rhode Island
- ✓ Texas
- ✓ Virginia
- ✓ Washington



Douglas A. Smith
DSS Board Chair

Micah M. Ennis
Director

Rowan County Department of Social Services
1813 East Innes Street
Salisbury, NC 28146

Rowan County DSS has participated in a partnership with private agencies and other public agencies like ours who provide foster home licensing and adoption services. In late 2019, we became aware of a unique cloud-based software application by a company named Binti. At that time, we gathered more information, participated in multiple demonstrations and had detailed conversations with our potential partners at Binti. The company employs many former child welfare professionals with experience in the work that we do.

Other Binti users confirm that the foster home licensing software has cut down the length of time it takes to move foster home licensing applications from start to finish. In demonstrations, we have seen the ease of use for foster parent applicants and staff alike. Users can see at a glance what tasks are completed and what tasks remain to be done.

We have been in communication with NCDHHS, and there are no objections to our pursuit of the module, as the “future state child welfare system” does not include a foster home licensing component at this time. Further, Randy Cress, Anna Bumgarner, and I have reviewed multiple documents related to potential sources for this product, and DSS staff have discussed the product with other agencies using it. Having done so, we are confident that Binti is a legitimate sole source provider of the foster home licensing software module. I am formally requesting that our County pursue this as a sole source for this particular software application.

NCGS 143-129(e)(6)

Purchases of apparatus, supplies, materials, or equipment when:

- (i) performance or price competition for a product are not available;*
- (ii) a needed product is available from only one source of supply;*
- (iii) standardization or compatibility is the overriding consideration.*

Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

Funding for this project fits squarely under Adoption Promotion Funds, as the recruitment and licensing of a diverse group of foster families is a key factor in developing adoptive resources for children in foster care who are not able to safely reunify with their birth families. Adoption Promotion Funds are awarded to the county by the state to use for a variety of allowable expenditures including direct provision or purchase by contract of services in areas of Recruitment, Training, Placement Support & Supervision and Legal Services.

It is the policy of Department of Health and Human Services to provide services, care, benefits, and assistance to all qualified persons without regard to race, color, national origin, sex, religion, age, disability, or political beliefs

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 8, 2021
SUBJECT: Financial Reports

Please see attached financial graphs.

ATTACHMENTS:

Description

Financial Graphs

Upload Date

10/8/2021

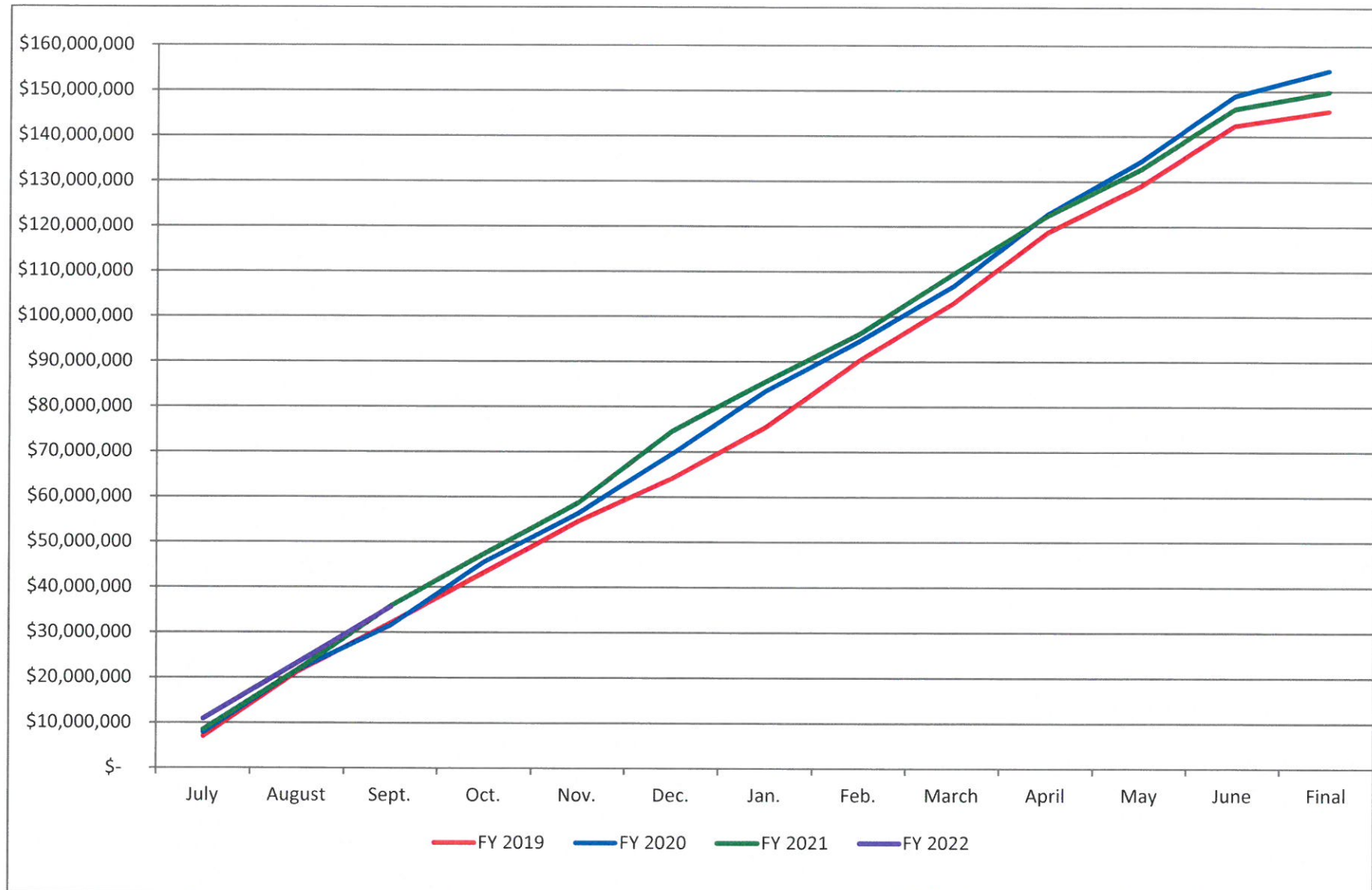
Type

Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

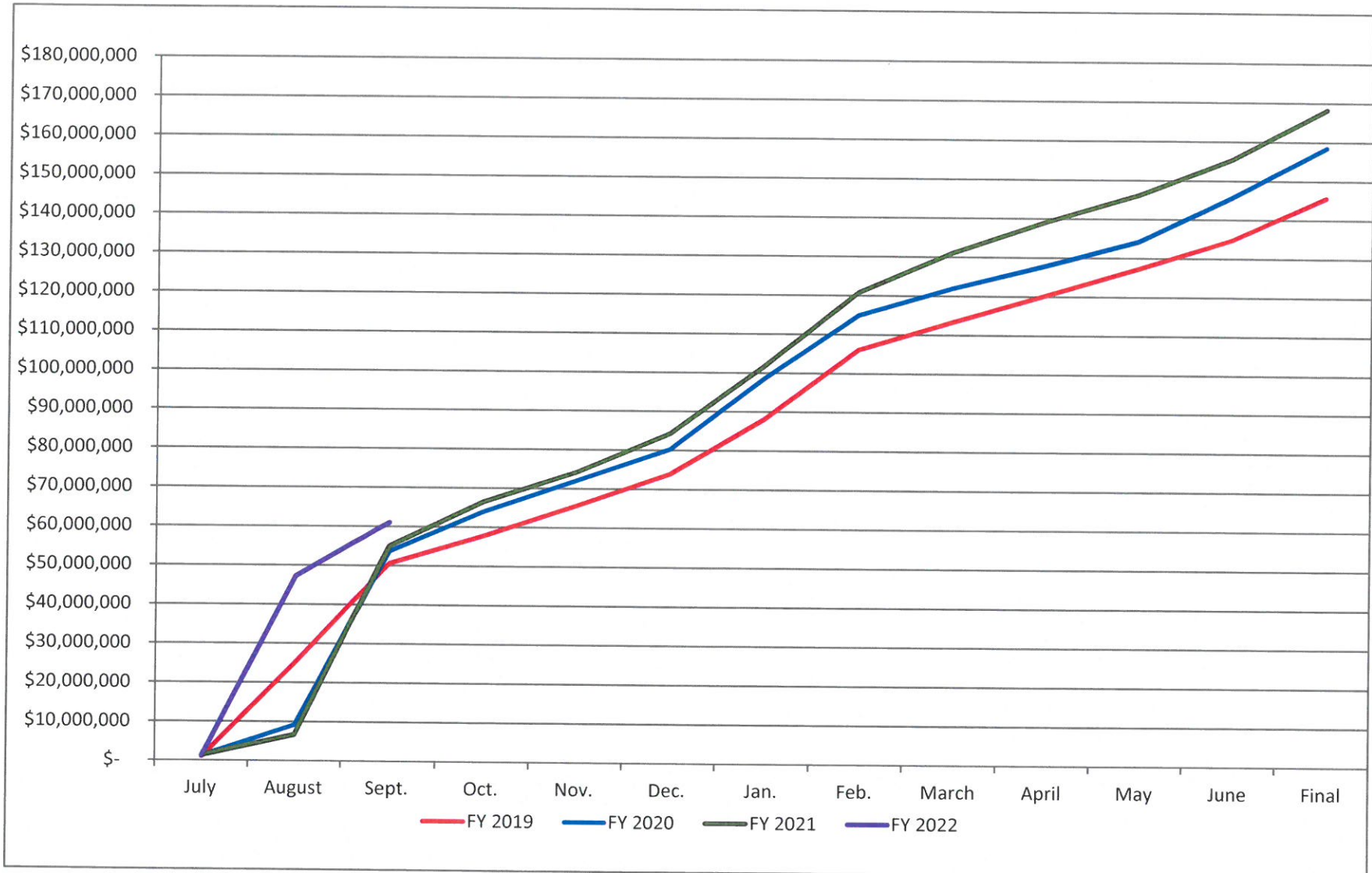
September		
2021	\$	35,657,267
2020	\$	35,789,981
2021	\$	31,561,355
2018	\$	32,073,102



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE REVENUE COMPARISONS

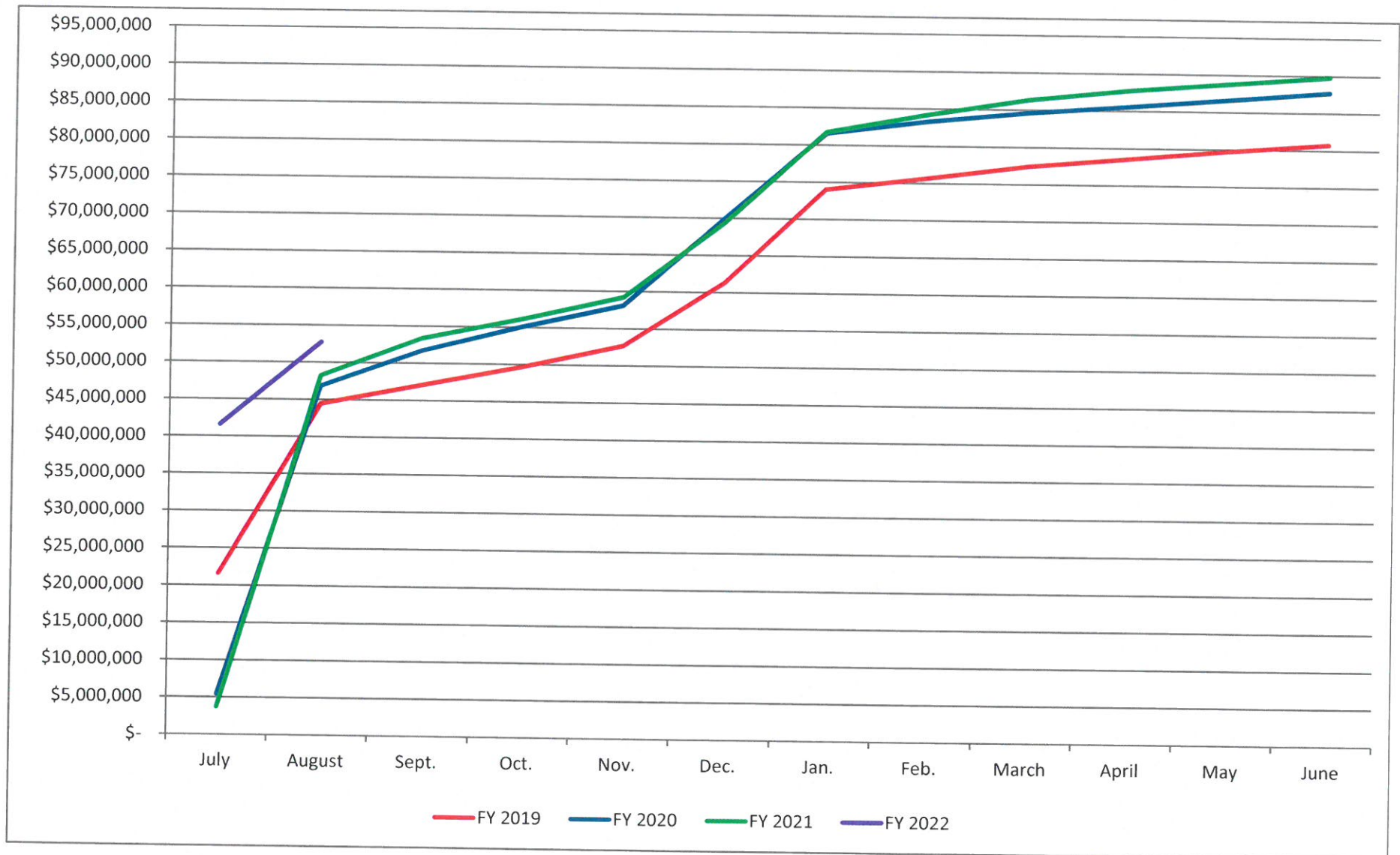
September	
2022	\$ 60,970,620
2021	\$ 55,010,654
2020	\$ 53,642,846
2021	\$ 50,474,400



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2019 - 2022

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

	August
2022	\$ 52,696,594
2021	\$ 48,192,966
2020	\$ 46,825,645
2019	\$ 44,409,708



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 8, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	10/8/2021	Budget Amendment
Budget Amendment - Planning Dept.	10/13/2021	Cover Memo

ROWAN COUNTY

MENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To move funding due to program change

Prepared by: Karla Aldridge

Date: 9/13/2021

BUDGET INFORMATION:

Reviewed:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
CCHC Revenue	R	11452293-434036	70,469	
NAPSACC Revenue	R	11452273-434036		70,469
CCHC Salaries: Regular	E	1155229-510005	49,991.00	50,184
NAPSACC Salaries: Regular	E	1155227-510005		49,991.00
CCHC Health Insurance	E	1155229-520005	10874.00	10,920
NAPSACC Health Insurance	E	1155227-520005		10874.00
CCHC Medicare	E	1155229-520010	685.00	688
NAPSACC Medicare	E	1155227-520010		685.00
CCHC Retirement	E	1155229-520015	5163.00	5,186
NAPSACC Retirement	E	1155227-520015		5163.00
CCHC Social Security	E	1155229-520020	2930.00	2,942
NAPSACC Social Security	E	1155227-520020		2930.00
CCHC Workers' Comp	E	1155229-520025	1250.00	1,255
NAPSACC Workers' Comp	E	1155227-520025		1250.00
CCHC 401 (k)	E	1155229-520030	1500.00	1,506
NAPSACC 401 (k)	E	1155227-520030		1500.00

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☒	Approved: _____	Budget Revision # <u>23-658</u>
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>09/21/2021</u>	Date: _____	Posted by: _____
Signature: <u>[Signature]</u>	Signature: _____	Approved by: _____

Alyssa Harris, MPH
Interim Health Director

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



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

September 21, 2021

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department

The requested BA is to move funding due to Smart Start program changing from NAPSACC to CCHC.

Kind Regards,

A handwritten signature in cursive script that reads "Alyssa Harris".

Alyssa Harris, Public Health Director

DEPARTMENTAL REQUEST FOR BUDGET ACTION

To budget Trust, Fines & Forfeiture and Tax Funds revenue and expense accounts to be in compliance with GASB 84.

BUDGET INFORMATION:

[illegible]

James M. Howden, CPA
Finance Director



Lisa F. Bevis
Assistant Finance Director

Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326
Telephone 704-216-8170 • Fax 704-216-8166

Board of Commissioners

The attached budget amendment is in conjunction with the Governmental Accounting Standards Board ("GASB") implementing of GASB Statement 84 which is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists.

This action affects three funds: DSS Trust Fund, Fines and Forfeiture Fund and Municipality Tax Turnover Fund. All three of these funds are funds in which the County receives collections and pays a third party. None of the money in these funds are the County's.

The new requirement is to treat these funds as a Special Revenue Fund, as we do with the Fire District Fund, where a budget is prepared and approved by the Board. Collections received are treated as revenue and payments to the third parties are treated as expenditures.

The attached budget amendment is establishing the budgets for these funds as required by GASB 84.

Equal Opportunity Employer



DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

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: September 24, 2021
SUBJECT: Long Ferry Rd Study Authorization

REQUEST

At its May 17, 2021 meeting, the Commission authorized Staff to develop an RFQ to solicit bids from consulting engineering firms for a study of the Long Ferry Rd corridor. The accompanying Request for Letters of Interest (RFLOI) is NCDOT's version of an RFQ which must be used in solicitation, as eighty percent (80%) of the study cost will be provided by NCDOT funds routed through the Cabarrus-Rowan MPO.

The RFLOI scope and content has been reviewed by district, division and statewide NCDOT staff and received approval to proceed. The study has received \$30,000 from the CRMPO which will commit the County to \$7500 for its portion (20%) of the cost.

As the City of Concord is the Lead Planning Agency for oversight of the CRMPO, all program funding for locally administered projects is managed by the City. Prior to letting the RFLOI, the County must enter a reimbursement agreement with the City of Concord to ensure the RFLOI cost will be reimbursed to Rowan County.

RECOMMENDATION

1. Authorize Staff to work with the City of Concord in developing the Reimbursement Agreement
2. Allocate \$7500 Funding or Authorize Budget Amendment
3. Authorize pre-audit of the agreement by Finance
4. Authorize County Manager to enter into the Reimbursement Agreement with the City of Concord
5. Authorize Purchasing / Planning to let the RFLOI for the Long Ferry Rd corridor

ATTACHMENTS:

Description	Upload Date	Type
Long Ferry Rd RFLOI	9/24/2021	Backup Material
CRMPO Funding Allocation	9/24/2021	Backup Material
Reimbursement Agreement With Concord	9/30/2021	Cover Memo

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 11, 2021
SUBJECT: December 2021 Meeting Schedule

ATTACHMENTS:

Description

Memorandum

Upload Date

10/11/2021

Type

Cover Memo



Rowan County Board of Commissioners

130 West Innes Street, Salisbury, NC 28144

(704) 216-8181

To: Rowan County Board of Commissioners

From: Carolyn Barger, Clerk to the Board

Date: October 11, 2021

Subject: Discussion Regarding December Meeting Schedule

The Board of Commissioners typically holds one (1) meeting in the month of December when possible due to the holidays.

The Board is asked to consider whether it wishes to cancel the second regular meeting in December, which is scheduled for December 20, 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: Carolyn Barger, Clerk to the Board
DATE: October 11, 2021
SUBJECT: To Consider Approval of Closed Session Minutes

In accordance with North Carolina General Statute 143-318(a)(1), the Board is asked to enter into Closed Session to consider approval of the minutes of the Closed Sessions held on August 2, 2021 and August 16, 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: County Attorney Jay Dees
DATE: October 11, 2021
SUBJECT: To Consider Settlement Agreement

In accordance with North Carolina General Statute § 143-318.11(a)(3), the Board is asked to enter into Closed Session for Attorney-Client Privileged Communication to discuss matters relating to insurance coverage, risk liability and cost-sharing with the State for Health Sanitarian Claims.