

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: *Gary Curlee* 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

specifications

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

Particulars

Phonel: 704-239-1093 Email: garyfcurlee@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)

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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
- 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.

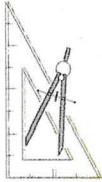
We propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of forty thousand, four hundred forty five and 0/100 dollars. (\$40,445.00)

Payment to be made as follows.

To be determined.

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

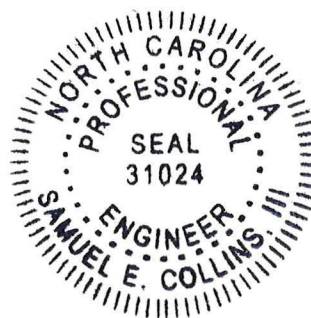
I certify that the above is a true and accurate tabulation of the bids received at the above referenced date.

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

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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: garyfcurllee@gmail.com