ROWAN COUNTY COMMISSION AGENDA
September 7, 2021 - 3:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
https://bit.ly/rowanboc0907
Password: 090721

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

Webinar ID: 942 0904 6692

Password: 090721

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: August 16, 2021

1 Consider Approval of Consent Agenda

A. Proclamation for Patriot Day - A Day of Remembrance for September 11, 2001
B. Proclamation - First Responders Appreciation Day
C. Proclamation For Constitution Week
D. Proclamation For Library Card Sign-up Month
E. Contract Between DSS and American Children's Home

F. Contract #22179 Between DSS and Genesis - A New Beginning
G. Contract #22173 Between DSS and Masonic Home for Children Oxford, Inc.
H. Cooperative Extension Grant Programs
I. Release of RFP for Federal & State Lobbying Services
J. Bi-weekly Environmental Health Report
K. Contract Between Rowan County and Aviation Management Consulting Group
L. FY21 5307 Urbanized Area Formula Grant Agreement
M. Salisbury-Rowan Community Foundation Grant
N. Mid-Carolina Regional Airport Holiday Observance
O. Position Change Request
P. Airport Fuel Discount Program
Q. Schedule Public Hearing for Z 06-21: Ruth Fisher, for September 20, 2021
R. Schedule Public Hearing for Z 07-21: Carolyn Withers, for September 20, 2021
S. Purchase of Equipment for Landfill
T. Schedule Quasi-judicial Hearing for SUP 03-21: Kevin Settineri, for September 20, 2021
U. Ambulance Franchise
V. Purchase of Whole Body Scanner
W. Sign-On Bonus and Referral Program for ALS Providers
X. Award Contract to Piner Appraisal for Tax Revaluation 2023
Y. Permission to release RFP for Fleet Management Services
Z. Purchase of Microsoft EA
AA. Proclamation Honoring the 75th Anniversary of the Harold B. Jarrett American Legion Post 342
AB. Schedule Public Hearing for September 20, 2021 for Incentive Agreement with NorthPoint Development

2 Public Comment Period

3 Public Hearing: FY23 Transportation Grant Application Descriptions and Amounts
4 Z 05-21 Reaper's Realm, LLC [Continuation from 8-16-21 meeting]
5 Conduct Quasi-judicial Hearing for SUP 02-21: Taylor Clay Products
6 Public Hearing: FY 19-20 HOME Funding Increase
7 Consider SNIA 06-21: Foley Home Sales
8 Update on Status of Consolidation Efforts Between Vaya Health and Cardinal
9 Budget Amendments
10 Consider Approval of Board Appointments
11 6:00 p.m. TEMP 01-21: Reaper's Realm Haunted House and Trail [PUBLIC COMMENT]

12 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:	August 30, 2021
SUBJECT:	Consider Approval of the Minutes: August 16, 2021

ATTACHMENTS:

Description	Upload Date	Type
August 16, 2021 Minutes	9/1/2021	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 August 16, 2021 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

County Manager Aaron Church, Clerk to the Board Carolyn Barger, Assistant County Manager/CIO Randy Cress and Finance Director James Howden were also present. County Attorney Jay Dees was absent with Attorney Anthony Fox of the Parker Poe Firm providing legal counsel.

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

Chairman Edds welcomed Attorney Anthony Fox of the Parker Poe Firm, who was filling in for County Attorney Jay Dees.

CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds requested to move agenda item #6 (Space Needs Study for Health Department) to the Consent Agenda as Item AE.

- Chairman Edds added a request to the Consent Agenda as Item AC to authorize the County Manager to pay premium pay to first responders who either are or may be in direct contact with a person who is infected with COVID-19 for an extended period of time. The employees and premium pay were defined in Attachment A.

- Chairman Edds added a request as Consent Agenda Item AD to approve the budget as presented in Attachments B1 and B2.

DRAFT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: ES/SHERIFF/COUNTY MANAGER

EXPLANATION IN DETAIL: Requesting the use of ARPA funds to cover over time for the Sheriff's Department to help fight and control COVID 19 in the community and in the detention center and premium pay for Sherriff and Emergency Services employees potentially exposed to COVID 19 based on their daily work schedule.

Prepared by: JHOWDEN
Date: 8/16/2021

BUDGET INFORMATION:

			1,572,400	-
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
ARPA REIMBURSEMENT REVENUE	R	7344119-431300	786,200	
SALARY (PREMIUM PAY)	E	7354119-510005	350,000	
PART TIME (PREMIUM PAY)	E	7354119-510015	50,000	
OVERTIME (PATROL)	E	7354119-510010	100,000	
OVERTIME (DETENTION CENTER)	E	7354119-510010	100,000	
OVERTIME (COURT FACILITY)	E	7354119-510010	25,000	
MEDICARE	E	7354119-520010	9,070	
RETIREMENT	E	7354119-520015	67,750	
SOCIAL SECURITY	E	7354119-520020	38,750	
WORKER COMP	E	7354119-520025	14,380	
401(K)	E	7354119-520030	31,250	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved:		Approved:	Period - Journal #	
Disapproved:		Disapproved:	Keyed By:	JMH
Amended:		Amended:	Date Keyed:	
Date:		Date:	Posted By:	
Signature:		Signature:	Date Posted:	

- Chairman Edds added a Closed Session in accordance with North Carolina General Statute § 143-318.11(a)(3) for attorney-client privileged communication to discuss a workers compensation claim. (Note: The Closed Session was held after agenda item #10).

CONSIDER DELETIONS FROM THE AGENDA
There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA
Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the agenda as amended passed unanimously.

CONSIDER APPROVAL OF THE MINUTES
Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the August 2, 2021 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA
Commissioner Klusman moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Greene and passed unanimously.

The Consent Agenda consisted of the following:

A. Perkins First Amendment to Lease and Authorization for Repairs
B. Proclamation Recognizing August 21-28, 2021 As Creek Week in Rowan County
C. 120Water - Additional Pitcher Refill Cartridges for NEWS Customers
D. Contract Between DSS and The Relatives, Inc.
E. Contract Between DSS and Crossnore School and Childrens Home
F. Contract Between DSS and Primary Care Solutions
G. Bi-weekly Environmental Health Report
H. Contract Between DSS and Children's Homes of Iredell County
I. Contract Between DSS and Nazareth Child and Family Connection
J. Contract Between DSS and R-Care, Inc.
K. FY2021 Local Justice Assistance Grant Request to Apply
L. Schedule Quasi-Judicial Hearing for SUP 02-21: Taylor Clay for September 7, 2021
M. Use of J. Newton Cohen, Sr. Room
N. Lisa's Hair Salon at West End Plaza - First Amendment to Lease
O. FY22 Agreement NCDOT Statewide Capital Grant
P. Request for Public Hearing FY23 Transit Grant Funding
Q. Rowan Transit System FY22 Updates
R. Martin Starnes Contract Modification
S. Airport Layout Plan - Public Safety Hangar
T. Contract Between Rowan County and State of NC Department of Agriculture and Consumer Studies
U. Tax Refunds for Approval
V. HOME Annual Agreement: Rowan County / City of Concord
W. Schedule September 7, 2021 Public Hearing: FY 19-20 HOME Funding Increase
X. Request to Post RFP for Project 25 (P25) Subscriber Units
Y. Purchase of Equipment and Upfit for 18 Sheriff's Office Vehicles
Z. FY21 Equitable Sharing Agreement and Certification
AA. Home & Community Care Block Grant Contract For FY 2022
AB. ARPA Budget Amendment
AC. Addition to the Consent Agenda - Authorize the County Manager to pay premium pay to first responders who either are or may be in director contact with a person who is infected with COVID-19 for an extended period of time. The employees and premium pay were defined in Attachment A as follows:

Sheriff's Office
For the pay periods beginning 08/22/21 – 01/08/22, a per-pay-period amount of $153.20 for FT employees and 10% for PT employees with the following job titles within the Sheriff's Office:

- CAPTAIN
- CHIEF DEPUTY
- DEPUTY
- DETECTIVE
- DETENTION LIEUTENANT
- DETENTION OFFICER
- DETENTION SERGEANT
- LIEUTENANT
- MAJOR
- MASTER DEPUTY
- MASTER DETENTION OFFICER

DRAFT

• SERGEANT
• SHERIFF

Emergency Medical Services

For the pay periods beginning 08/22/21 – 01/08/22, a per-pay-period amount of $153.20 for FT employees and 10% for PT employees with the following job titles within the Emergency Medical Services division of Emergency Services:

• EMERGENCY MEDICAL SERVICES BATTALION CHIEF
• EMERGENCY MEDICAL SERVICES CAPTAIN
• EMERGENCY MEDICAL SERVICES LIEUTENANT
• EMT
• PARAMEDIC
• EMERGENCY SERVICES CHIEF
• EMERGENCY MEDICAL SERVICES DIVISION CHIEF
• EMERGENCY MANAGEMENT DIVISION CHIEF

AD. Addition to the Consent Agenda - Approve budget amendment as presented in Attachments B1 and B2. Attachment B1 was as follows:

ROWAN COUNTY NORTH CAROLINA Be an original.

ROWAN COUNTY FINANCE DEPARTMENT
130 W. Innes Street, Salisbury, NC 28144
704.216.8170
www.rowancountync.gov
James M. Howden, CPA | Finance Director

Board of Commissioners

Please see attached budget amendment to use ARPA funds to cover overtime in the Sheriff's Department that will be used in controlling and fighting COVID-19 in the community and in the detention center.

Also, this budget amendment will use ARPA funds to cover premium pay for Sheriff and Emergency Services employees who are potentially exposed to COVID-19 based on the work they perform every day for the citizens of Rowan County.

Recommendation:

The Finance Department is recommending the Board of Commissioners approve the budget amendment allowing the use of ARPA funds for the fore mentioned purposes.

Attachment B2 was as follows:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: ES/SHERIFF/COUNTY MANAGER

EXPLANATION IN DETAIL: Requesting the use of ARPA funds to cover over time for the Sheriff's Department to help fight and control COVID 19 in the community and in the detention center and premium pay for Sherriff and Emergency Services employees potentially exposed to COVID 19 based on their daily work schedule.

Prepared by: JHOWDEN
Date: 8/16/2021

BUDGET INFORMATION:

1,572,400 -

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
ARPA REIMBURSEMENT REVENUE	R	7344119-431300	786,200	
SALARY (PREMIUM PAY)	E	7354119-510005	350,000	
PART TIME (PREMIUM PAY)	E	7354119-510015	50,000	
OVERTIME (PATROL)	E	7354119-510010	100,000	
OVERTIME (DETENTION CENTER)	E	7354119-510010	100,000	
OVERTIME (COURT FACILITY)	E	7354119-510010	25,000	
MEDICARE	E	7354119-520010	9,070	
RETIREMENT	E	7354119-520015	67,750	
SOCIAL SECURITY	E	7354119-520020	38,760	
WORKER COMP	E	7354119-520025	14,380	
401(K)	E	7354119-520030	31,250	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved:	Approved:	Period - Journal #
Disapproved:	Disapproved:	Keyed By: JMH
Amended:	Amended:	Date Keyed:
Date:	Date:	Posted By:
Signature:	Signature:	Date Posted:

AE. Space Needs Study for Health Department (moved from the regular agenda (item #6) to the Consent Agenda.

2. SPECIAL RECOGNITION

Chairman Edds said Marine Private Henry Ellis had been killed in the line of duty in Korea but had been missing in action (MIA) since November 30, 1950. Private Ellis' remains had been identified and returned home and were to be interred August 23, 2021 in the Salisbury National Cemetery.

Chairman Edds said Representative Harry Warren and Senator Carl Ford had been working in the General Assembly to bring honor to Private Ellis' family.

Chairman Edds asked the Commissioners to join him as he stood to pay honor to one of Rowan County's finest as he read the Proclamation Honoring the Service and Memory of Marine Private Henry Ellis. Chairman Edds said the framed Proclamation would be presented to the family at the funeral.

The Proclamation was read as follows:

WHEREAS, throughout our history, the United States of America has been protected by patriots who risked their lives and served nobly to protect and preserve our independence, the principles of justice and our democracy; and

WHEREAS, Americans live in freedom because of the contributions, immeasurable sacrifices and unspeakable hardships of the brave sons and daughters of the United States Armed Forces who have courageously defended America; and

WHEREAS, Private Henry Ellis was born in Rowan County and became a member of the United States Marine Corps, heroically answering the call to serve our Great Nation; and

WHEREAS, on November 30, 1950 Private Ellis died in action at the age of 22, in Korea, defending a United States military convoy against a Chinese attack at Koto-ri during the Battle of the Chosin Reservoir; and

WHEREAS, after decades of being missing in action, Private Ellis' remains have finally come home to Rowan County where he will be laid to rest in the Salisbury National Cemetery on August 23, 2021.

NOW, THEREFORE, the Rowan County Board of Commissioners does hereby proclaim
August 23, 2021 as a day to respectfully commemorate the bravery of Private Henry Ellis.

BE IT FURTHER PROCLAIMED that the Board encourages all citizens to show respect with grateful hearts to families who have lost loved ones during the call to defend and safeguard our freedoms and to show support to families who have loved ones who are still missing in action.

Commissioner Caskey moved, Commissioner Pierce seconded and the vote to approve the Proclamation as presented carried unanimously.

3. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. The following individual came forward:

DRAFT

- Kenneth Hardin thanked the Commissioners for their service and support over the years. Mr. Hardin extended special appreciation to Commissioner Pierce for the times he had helped him with various endeavors.

With no one else coming forward, Chairman Edds closed the Public Comment Period.

4. PUBLIC HEARING: Z 0-21 REAPER'S REALM, LLC

Please note the minutes will only summarize the presentations and discussions for Z 02-21; however, full video and audio recordings are available via the Rowan County Website.

Planning Director Ed Muire presented the staff report for Z 05-21. Mr. Muire also provided a power point as he discussed the request from property owners Tony and Angela Jenkins.

According to the staff report, Reaper's Realm Haunted House, LLC (Reaper's Realm) had been a seasonal Halloween event that had been authorized through issuance of temporary use permits by the Commission in 2017 for a 2-year period and again in 2020 for 1-year only. In granting the 1-year permit, the Commission's directive advised the event needed to seek rezoning for continued future operations given it had been an annual occurrence, as opposed to temporary.

The property in question was located at 175 Shuffler Woods Road and further described as Tax Parcels 147-001 (portion); 147-006 (all); and 147-116 (portion). The total acreage requested for CBI (CD) rezoning was approximately 10.85 acres.

Mr. Muire reviewed the property characteristics, stating that the site consists of four (4) parcels totaling 18.31 acres and was situated between Old Linn Road (SR#1232) and Daugherty Road (SR#1243). Access was gained via a thirty-foot (30') easement known as Shuffler Woods Road which crossed Tax Parcel 147-045 (owned by Jeremy Blackwelder) to Daugherty Road. The site also had thirty-one feet (31') of frontage on Old Linn Rd but access was not currently improved.

The Coldwater Creek Watershed's (WS-IV-PA) impervious cover limitation of 36% will affect the site if the disturbed area of the project is one (1) acre or more. Likewise, the one-acre threshold will require submittal of a soil erosion and sedimentation control plan to manage the site. Impervious cover that exceeds 36% may be considered by the Board of Commissioners through the Special Non-Residential Intensity Allocation (SNIA) process.

An unnamed perennial stream (aka "blue line") bisects the property flowing to the southwest and eventually joins Coldwater Creek paralleling the southbound lanes of I-85. No regulated floodplain is associated with this stream, but any disturbance or crossing will likely require 401/404 permits issued by NCDEQ and Army Corps of Engineers.

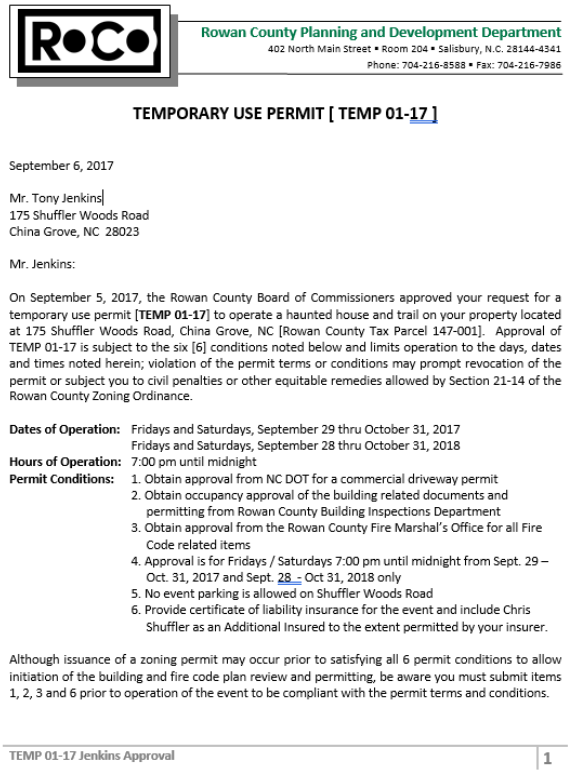
DRAFT

Records from the Rowan County Fire Marshal indicated the haunted trail had been inspected annually since 2013. Mr. Jenkins only acquired approval in 2017 after several years of operation as a non-compliant operation without building or zoning permits. To reiterate, Mr. Jenkins received a 1-year temporary use permit in 2020 and was advised to seek rezoning as the use was not "temporary".

The current zoning was Rural Agricultural (RA) and the requested zoning was CBI (CD) Commercial, Business, Industrial-Conditional District. The applicant currently operated a lawncare service from the location and had requested said use (lawn and garden services), along with similar uses ornamental shrub and tree services and agricultural production livestock and animal specialties for consideration. While these uses are generally allowed in the current RA district, the CBI (CD) will only "permit" these uses if included in the new district.

The primary reason for the request was to obtain approval for the annual seasonal operation of events at Reaper's Realm Haunted House and Trail, which was classified as an Amusement Service and only permitted in the County's non-residential zoning districts (CBI, NB and IND).

Using the power point, Mr. Muire reviewed the site history starting back in 2013. It was noted that in 2014, the permit for a personal storage shed was revoked. In 2015, a structure was completed but not approved for occupancy; no other apparent structures were on the site. In 2017, the following Temporary Use Permit (TEMP 01-17) was issued:



Rowan County Planning and Development Department
402 North Main Street ▪ Room 204 ▪ Salisbury, N.C. 28144-4341
Phone: 704-216-8588 ▪ Fax: 704-216-7986

TEMPORARY USE PERMIT [TEMP 01-17]

September 6, 2017

Mr. Tony Jenkins
175 Shuffler Woods Road
China Grove, NC 28023

Mr. Jenkins:

On September 5, 2017, the Rowan County Board of Commissioners approved your request for a temporary use permit [**TEMP 01-17**] to operate a haunted house and trail on your property located at 175 Shuffler Woods Road, China Grove, NC [Rowan County Tax Parcel 147-001]. Approval of TEMP 01-17 is subject to the six [6] conditions noted below and limits operation to the days, dates and times noted herein; violation of the permit terms or conditions may prompt revocation of the permit or subject you to civil penalties or other equitable remedies allowed by Section 21-14 of the Rowan County Zoning Ordinance.

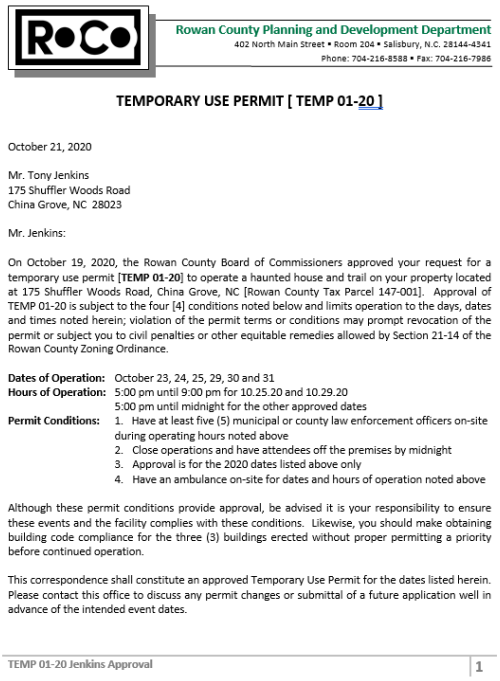
Dates of Operation: Fridays and Saturdays, September 29 thru October 31, 2017
Fridays and Saturdays, September 28 thru October 31, 2018
Hours of Operation: 7:00 pm until midnight
Permit Conditions:
1. Obtain approval from NC DOT for a commercial driveway permit
2. Obtain occupancy approval of the building related documents and permitting from Rowan County Building Inspections Department
3. Obtain approval from the Rowan County Fire Marshal's Office for all Fire Code related items
4. Approval is for Fridays / Saturdays 7:00 pm until midnight from Sept. 29 – Oct. 31, 2017 and Sept. 28 - Oct 31, 2018 only
5. No event parking is allowed on Shuffler Woods Road
6. Provide certificate of liability insurance for the event and include Chris Shuffler as an Additional Insured to the extent permitted by your insurer.

Although issuance of a zoning permit may occur prior to satisfying all 6 permit conditions to allow initiation of the building and fire code plan review and permitting, be aware you must submit items 1, 2, 3 and 6 prior to operation of the event to be compliant with the permit terms and conditions.

TEMP 01-17 Jenkins Approval | 1

DRAFT

In 2020, the following TEMP 01-20 was issued:



Rowan County Planning and Development Department
402 North Main Street • Room 204 • Salisbury, N.C. 28144-4341
Phone: 704-216-8588 • Fax: 704-216-7986

TEMPORARY USE PERMIT [TEMP 01-20]

October 21, 2020

Mr. Tony Jenkins
175 Shuffler Woods Road
China Grove, NC 28023

Mr. Jenkins:

On October 19, 2020, the Rowan County Board of Commissioners approved your request for a temporary use permit [**TEMP 01-20**] to operate a haunted house and trail on your property located at 175 Shuffler Woods Road, China Grove, NC [Rowan County Tax Parcel 147-001]. Approval of TEMP 01-20 is subject to the four [4] conditions noted below and limits operation to the days, dates and times noted herein; violation of the permit terms or conditions may prompt revocation of the permit or subject you to civil penalties or other equitable remedies allowed by Section 21-14 of the Rowan County Zoning Ordinance.

Dates of Operation: October 23, 24, 25, 29, 30 and 31
Hours of Operation: 5:00 pm until 9:00 pm for 10.25.20 and 10.29.20
5:00 pm until midnight for the other approved dates
Permit Conditions:
1. Have at least five (5) municipal or county law enforcement officers on-site during operating hours noted above
2. Close operations and have attendees off the premises by midnight
3. Approval is for the 2020 dates listed above only
4. Have an ambulance on-site for dates and hours of operation noted above

Although these permit conditions provide approval, be advised it is your responsibility to ensure these events and the facility complies with these conditions. Likewise, you should make obtaining building code compliance for the three (3) buildings erected without proper permitting a priority before continued operation.

This correspondence shall constitute an approved Temporary Use Permit for the dates listed herein. Please contact this office to discuss any permit changes or submittal of a future application well in advance of the intended event dates.

TEMP 01-20 Jenkins Approval | 1

The site history 2020 conclusions were:

- Amusement and Recreation Services is not a permitted use in the RA zoning district
- Addition of structures without proper permitting is a public safety concern
- It was evident from Facebook postings that events are and have been occurring outside the scope of previous Temporary Use Permit authorization
- Inability to adequately manage parking on shoulders of Daugherty Road and neighboring properties is a concern
- Event has exceeded the notion of a “temporary use” as the Halloween attraction is an annual event and there are other seasonal events being promoted, such as St. Patrick’s Day, Valentine’s Day and other random events and dates
- Aerial photograpy verifies the applicant has intensified use of the property with building additions and attractions for public amusement/entertainment
- Future operation should seek rezoning of the property to an appropriate district designation

Continuing with the power point, Mr. Muire pointed out the site history for 2021 showed more trail and haunt related structures were evident since the 2020 temporary use application.

The property was located in both the I-85 South Corridor Land Use Plan (LUP) and Area Three of the East Rowan Land Use Plan (ELUP).

DRAFT

Commentary from the meeting participants in the I-85 South Corridor Plan desired "more separation of residential uses from business and industrial uses, …(but) also support for increased connectivity to general services and more commercial and retail opportunities." Overall, plan recommendations primarily focused on nodal development within the study corridor, especially centered around the proposed Old Beatty Ford Road interchange at I-85 and further acknowledged that properties within the corridor not to be served by public utilities should adhere to recommendations in the ELUP.

Future Land Use Recommendation D contained on page 28 in the ELUP stated "Proposals for expansion of existing businesses that minimize conflict with surrounding residential uses and recognized historic properties through design standards or impact mitigation techniques are encouraged in the Planning Area." Future Land Use Recommendation A for Home Based Business (located on same parcel as residence) found on page 29 of the ELUP suggest, "Businesses should be sited to the rear of the home with lighting that is building mounted and focuses downwards, adjoining residential uses should have visual separation provided by the business. The size of accessory structures associated with the business operation may also be limited."

Conditional districts are intended for proposals that may not be suitable for a general rezoning but due to voluntary or agreed upon limitations that "address anticipated impacts" upon neighboring properties and the surrounding area, the request may be appropriate.

Mr. Muire provided the following Zoning Analysis –Purpose and Intent:

- CDs are intended for proposals that may not be suitable for a general rezoning, but due to voluntary or agreed upon limitations that "address anticipated impacts" upon neighboring properties and the surrounding area, the request may be appropriate

- Applicant has proposed limiting development to four (4) specific uses:
  - SIC 02 Agricultural livestock production;
  - SIC 0782 Lawn and Garden Services;
  - SIC 0783 Ornamental Shrub and Tree Services;
  - SIC 7999 Amusement and Recreational Services, i.e. "Haunted House and Trail"

Zoning Analysis –Compatibility of Uses

LAND USE	CBI (CD)	RA
Livestock production	Requested	Permitted
Lawn and garden	Requested	SR*
Ornamental Shrub & Tree	Requested	SR*
Amusement services	Requested	No

* Limits commercial building size to 2,000 sq ft if state road frontage is less than 35'

DRAFT

ZONING ANALYSIS –Compatibility of Uses
Proposed Conditions

- Tax Map 147 Parcels 001 (majority); 004 (portion); 006 (all); and 116 (portion); split zoned parcels
- Requested Uses –Agricultural & Livestock Production; Lawn & Garden Services; Ornamental Shrub & Tree Services; and Amusement & Recreational Services, i.e. Haunted House and Trail
- Seasonal Operational

SEASON	DURATION
Valentine's Day	4 days
St. Patrick's Day	2 days
Halloween	20 days
Christmas	4 days

DAYS	HOURS
Sunday thru Thursday	6:30 pm – 10:00 pm
Friday thru Saturday	6:30 pm – 12:30 am

Proposed conditions:

- Limitation of maximum 1200 patrons daily
- Access and Circulation plans –Proposed Access from Old Linn Rd and Exit onto Daugherty Rd
- NCDOT Commercial driveway permit conditionally approved
- Parking @ 1 space per 400 sq ft operational area
- Noise –Decibel based standard of 70 dB from 7am –11pm and 65 dB from 11pm –7am
- Insurance –General Commercial Liability at 1 million per occurrence, etc
- Screening and Buffering –Applicable to structures / properties within 200' of operations
- Emergency Operations plan
- Sanitation –6 porta-johns; 2 sinks and trash disposal
- Security –5 private security and 5 deputies

Mr. Muire used the power point as he discussed the zoning for the site in question and the surrounding area.

Staff Recommendations:

1. Require the proposed internal road and deeded right-of-way (Shuffler Woods Road) be constructed to the 20' and 24' widths shown on Proposed Site Plan Sheet 1 and provide certification from an NC registered professional engineer that said road will support emergency vehicles utilized by Bostian Heights Fire Department.

DRAFT

2. Provide a maintenance certification / agreement with the Fire Marshal stipulating the internal road and Shuffler Woods Road will be maintained to a standard allowing their use and access.
3. Require all parking and overflow parking areas depicted on Proposed Site Plan Sheet 1 be improved with a minimum six-inch thick compacted gravel.
4. Update site plans to depict buildings / structures added since 2018 aerial photography and have them inspected or certified as code compliant for the type occupancy of this venue.
5. Screening along the northwest property line depicted on site plans should (at a minimum) have the evergreens adjacent to the adjoining property lines placed not more than five feet apart and be at least six feet tall at time of planning. The inner plantings within the remainder of the buffer should consist of and adhere to Section 21-215(1)b(1) or (3) at the option of the applicant. Likewise, screening should be provided along the Poston property as well.
6. Provide decibel modeling that accounts for all site operations (vehicle noise, chain saws, loud speakers, screams, etc.) prepared by an acoustical consultant and incorporate any site improvements / modifications as a recommendation by said consultant.
7. Obtain a collective approval or satisfaction from the agencies utilizing the Command Post prior to obtaining building and related permits for its construction.

With regards to deliberations by the Commission, Mr. Muire pointed out the following:

- Recommended conditions or changes must be consented to by the applicant.
- Conditions should address conformity with plans or ordinances and focus on impacts reasonably expected from the site.
- Does the proposed change advance the public health, safety or welfare, as well as spirit and intent of the ordinance?
- Consider the impact of the zoning change on the general public and not the advantages or disadvantages to the public.
- Consistency and Reasonableness may be combined into one statement.

The Planning Board met on July 26, 2021 and recommended denial of the Z 05-21 request. The Planning Board Statement of Reasonableness and Consistency was: "Z 05-21 is not consistent with the East Rowan Land Use Plan based on the following: It is an expansion of business that would conflict with surrounding residential uses and the proposed use would be a benefit to the owner at the expense of neighbors or community in regards to noise and traffic."

Throughout Mr. Muire's presentation the Commissioners asked questions about the rezoning application, including, but not limited to:

- Commissioner Klusman inquired as to where the County drew the line for having permanent toilet facilities for what she basically viewed as an events center. Commissioner Klusman felt the topic fell under the Health Department and the State for consideration.

DRAFT

- Commissioner Greene asked if the plan was completed for the entrance from Old Linn Road and the exit onto Daugherty Road. Mr. Muire said no and stated the applicant wanted to determine if the request would be approved before going to the expense of putting in the road. Mr. Muire said he had advised Mr. Jenkins not to start work until he knew he had the Board's approval.
- Chairman Edds referred to site history/aerial maps for 2014 and 2015 in the power point. Chairman Edds asked if the County had worked with the applicant after the stop work order was issued. Mr. Muire said he did not think so and it was his assumption the work was completed and afterwards the engineer, or someone, provided documentation to satisfy the code. Chairman Edds responded the Board needed to address whether the work actually stopped.
- Chairman Edds asked if the applicant went through the permitting process in 2017 and Mr. Muire said no. Mr. Muire commented that the applicant may have gotten the engineer's approval after the fact.
- Chairman Edds asked if the three (3) new buildings for 2020 had been permitted and Mr. Muire said no.
- Chairman Edds inquired as to the first time the Reaper's Realm matter had come to the Board and Mr. Muire said in 2017. At that time the operation was granted a 2-year permit for 2017 and 2018. Chairman Edds said the Board did not see Mr. Jenkins in 2019 (no application or request was submitted) and the Board only saw Mr. Jenkins in 2020 because of the negative publicity (shooting) that occurred at the venue.
- In response to an inquiry from Commissioner Greene, Mr. Muire said farm structures in an RA district were not required to be permitted.
- Commissioner Caskey asked if there were any buildings on the property that would be found in code violation in order to be occupied and Mr. Muire said he was not sure but maybe. Mr. Muire deferred to Mr. Jenkins engineer, Jamey Basinger, to answer the question. Mr. Muire said any structure that was part of the haunted trail needed to be up to code.

Mr. Fox said certain conditions had been suggested in the event the Board did grant the rezoning. Mr. Fox continued by saying the hearing was for a conditional zoning and if Board approved the request it would create its own district for the use and a site plan was integral to the process.

Mr. Fox then asked Mr. Muire if the site plan, as shown, satisfied the requirements because he felt it appeared to be lacking where certain uses would take place. Mr. Fox said the use and how it operated were a component of the application. Mr. Muire responded no and said he knew the applicant would probably be presenting another site plan tonight.

Albert Benshoff of The Brough Law Firm PLLC was present to represent Mr. and Mrs. Jenkins. Mr. Benshoff provided the Board with a handout and provided a power point as he reviewed the information contained in the handout. Mr. Benshoff said the first tab in the handout was the power point he planned to show; the second was the

DRAFT

Environmental Noise Monitoring Survey prepared by The EI group, Inc.; the third tab contained the original plans submitted with the application and showed the buildings only open to the public; the fourth tab showed the site plans made after his consultation with Mr. Muire after he asked to see all the buildings. Mr. Benshoff said not all of the buildings were open to the public for Reaper's Realm (referred to as RR in the handout and power point). According to Mr. Benshoff some of the buildings were for storage, scenery, etc. Mr. Benshoff said he could work out with Mr. Muire the uses for each building. Mr. Benshoff stated the buildings shown on the site plan behind tab three were the most buildings RR would have. In other words, Mr. Benshoff said the application was for the most of what RR will grow into in the future.

Mr. Benshoff said RR had been in business for eight (8) years and the Jenkins wished to operate a new and different RR and to follow all County rules and conditions. The Jenkins were not asking to return to the status quo and did not want to have another shooting incident as had happened in 2020. The Board was asked to evaluate the proposed conditions to see if they were adequate to reduce the impacts on the neighbors.

Mr. Benshoff highlighted an excerpt from the October 19, 2020 Board of Commissioners minutes when a Temporary Use Permit was sought by the Jenkins for RR.

Mr. Benshoff turned the presentation over the Jamey Basinger, P.E., Project Engineer, to discuss the concern for an additional entrance to RR for emergencies. Using the power point, Mr. Basinger said Mr. Jenkins had reached out to the North Carolina Department of Transportation (DOT) and the DOT preliminarily confirmed Mr. Jenkins could put an entrance to RR off Old Linn Road. Mr. Basinger discussed the size of the road, as well as the proposed turnaround. The proposal would enable cars to turnaround and leave the property once the maximum occupancy for the event was reached. Mr. Basinger said the DOT did not have traffic counts at this time for Old Linn Road. Mr. Basinger pointed out the one-way road that would run through the property to several parking areas. Mr. Basinger also pointed out the existing Shuffler Woods Road, which had an easement across the property and came out at Daugherty Road.

Mr. Basinger said there was a creek running through the property. If the rezoning was approved by the Commissioners, the Army Corps of Engineers would be contacted, as well as the Department of Water Quality, to ensure any changes along the creek were approved before the work was done.

Using the power point, Mr. Benshoff showed the first version of the site plan with the buildings that would be open to the public. Mr. Benshoff noted the plan being shown "was four (4) versions ago."

Mr. Basinger said he was the engineer for RR in 2017 for the haunted house. Mr. Basinger said no work had been done on the building for quite some time and while he could not say for how long, he could see the floor joists, etc. when he arrived. Mr.

DRAFT

Basinger said he had gone to the Rowan County Building Inspections Office with an extensive plan and changed what was required to meet code. Mr. Basinger discussed improvements that were made to the haunted house and reported the house did receive a Certificate of Occupancy (CO).

For the Board's knowledge, Mr. Basinger added that when he initially arrived, the house looked like an abandoned building but from a construction detail he could see that someone had stopped working on the building at least a year or two (2) prior.

Mr. Basinger continued by saying late in 2019 or early in 2020, Mr. Jenkins called him about the asylum and slaughter houses at RR. Mr. Basinger said the two (2) structures were erected and he had been called in to create plans similar to what he had done for the haunted house. Mr. Basinger said he had created the plans and worked to make sure the buildings were structurally sound and had the electrical requirements needed. Mr. Basinger said the plans were submitted for the two (2) buildings and had gone through plan review. Mr. Basinger said before anything else was finished, Mr. Jenkins wanted to see if the rezoning request was approved.

Commissioner Klusman referred to a Stop Work Order that had previously been issued for RR. Commissioner Klusman asked Mr. Basinger if RR had all the required CO's when he arrived at the site. Mr. Basinger responded no and said that was why he had been contacted. Using the power point, Mr. Basinger described the buildings on the site plan and said the buildings had been erected prior to him arriving to the site. Mr. Basinger said he had been brought in to bring the buildings up to code.

Mr. Benshoff noted the minutes from 2020 showed the Board had concerns with the noise from RR. Mr. Benshoff discussed the revised conditions and hours for operations.

Mr. Lars Aamoth with EI Group, Inc. (EI) discussed at length the Environmental Noise Monitoring Survey conducted by EI (Tab #2 of the handout). Using the power point, Mr. Aamoth pointed out the buildings where the noise testing occurred, as well as the noise level results.

Chairman Edds asked at any one time, how many people were expected to be present at the event. Mr. Benshoff responded approximately 240-260 people per hour depending on demand and the number of patrons attending.

Chairman Edds then asked if the noise study could replicate the screams of 240 terrified people, in addition to their vehicles coming in/out of the site? Mr. Aamoth responded no and said the study was a "best case simulation."

Commissioner Greene pointed out the screams would come from different locations.

Commissioner Pierce questioned the proximity of the closest residents. Mr. Benshoff said the closest residences were the Mitchell's, Montanez's and Campbell's.

DRAFT

For the sake of the Board, Mr. Fox noted the sound study was done on a site plan that was different than what was being shown and the road configuration had changed, as well. Mr. Fox asked if the plan being shown was the plan that would be complied with.

Mr. Benshoff responded that the plan being shown on the screen was the first edition of the site plan and the buildings shown on this plan were all the buildings that would be open to the public. Mr. Benshoff said the road was a bit different. The final version of the site plan was included in the handout behind tab 4.

Mr. Aamoth continued highlighting the sound study conclusions, which were behind tab 1 in the handout.

Commissioner Greene asked where the chainsaw readings were taken. Mr. Aamoth said he took the readings from the property line while Mr. Jenkins operated the chainsaw from a location near the slaughterhouse. Mr. Aamoth said one could hear the chainsaw and the screams but it was "not that loud from a decibel standpoint."

Mr. Aamoth felt that based on the noise study estimations RR should be in compliance with the ordinance.

Mr. Jenkins was asked by Mr. Benshoff to describe the Vortex Tunnel, which he said was located inside the main haunted house.

Using the site map, Mr. Benshoff said condition #5 was accepted with regards to the buffer.

Mr. Benshoff discussed the Planning Board meeting and whether the neighbors agreed with the proposal. Mr. Benshoff noted the Campell's and Mitchell's were revoking their names on the petition that had been circulated in opposition to the rezoning for RR.

Mr. Benshoff discussed the zoning for the areas on the site plan. There was a small tract to remain zoned as RA and Commissioner Klusman questioned the number of acres for tract. Mr. Basinger was not sure of the exact acreage but explained the whole reason for the CBI district was to contain just the operations of the haunted house.

Mr. Muire said moving lines or district boundaries was more advantageous for Mr. Jenkins.

In response to Commissioner Klusman's inquiry pertaining to the area proposed to remain RA, Mr. Basinger said any structure within an RA district was required to be permitted, unless it was a pole barn. Commissioner Klusman responded by asking why Mr. Jenkins did not get permits for any of the other buildings. Mr. Basinger said he could not answer the question.

DRAFT

Commissioner Klusman asked Mr. Jenkins why he did not obtain permits before erecting the buildings. Mr. Jenkins said the permit for the main haunted house was revoked a day or two (2) before RR was to open that particular year. The roof was on the house and the building was structurally up before the permit was revoked. Mr. Jenkins said the buildings on the trail had been taken down from elsewhere and the pole buildings were put back up on his property; they were not new buildings and he did not get permits for them. Mr. Jenkins said there was a gray line between pole buildings and agricultural buildings being allowed on farms.

Commissioner Klusman asked what year the buildings were re-erected on his property and Mr. Jenkins said 2019. When asked, Mr. Jenkins confirmed to Commissioner Klusman that he had the buildings re-erected on his property after the stop worker order had been issued in 2017.

Mr. Benshoff reported that the County had Mr. Jenkins attention and the County had made it clear that Mr. Jenkins was not to proceed without proper permits or approvals. Mr. Benshoff asked the Board not to punish Mr. Jenkins for past errors. Mr. Benshoff said the application before the Board was a new application.

Mr. Benshoff said there was a split opinion from the neighbors about whether the rezoning was okay. Mr. Benshoff said there was also a text in the handout, page 23, from Mr. Jake Davis who may speak later in the hearing.

Mr. Benshoff provided the Board members (copies were not provided to the Clerk) with a copy of a text from neighbors Joe and Donna Zanolini of 1340 Daugherty Road, who said RR had never been a nuisance or a bother to them.

Mr. Benshoff referred to conditions placed on the Temporary Use Permit issued in 2020 and reviewed the power point slides as follows:

1. There must be 5 County or municipal Law Enforcement Officers (LEO) on site during operations. OFFERED AS A CONDITION OF THE ZONING REQUEST.
2. RR must be shut down and people gone by midnight. OFFERED AS A CONDITION OF THE REZONING REQUEST EXCEPT FOR 12:30 FRIDAY AND SATURDAY.
    - Sundays through Thursdays from 6:30 pm to 10:00 pm. No admission tickets will be sold after 9:00 pm.
    - Fridays and Saturdays from 6:30 pm to 12:30 am. No admission tickets will be sold after 11:00 pm.
    - It takes the average customer about one hour to complete RR.
3. EMS must be on site. ROWAN RESCUE SQUAD OFFERED A CONTRACT. JENKINS ACCEPTED.

DRAFT

Commissioner Caskey referred to the 5 deputies and 5 security officers that were proposed for each time RR was open. Mr. Benshoff said 3 of each were proposed for the other events, St. Patrick's Day and Valentine's Day, because of lower attendance.

Commissioner Caskey asked if Mr. Jenkins would not open in the event only 4 deputies showed up. Mr. Jenkins said RR was at the mercy of the Sheriff's Department as he could not reach out to the municipal officers until Sheriff Auten provided the okay.

Commissioner Caskey asked if the Sheriff had extended approval for next year and Mr. Jenkins said the approval was for 2020 and he did not know if the approval would continue or carry on.

Commissioner Caskey asked Mr. Jenkins what he would do if he did not have 5 deputies and enough off-duty officers in the future. Mr. Jenkins said he could not say he would close if he was not told until the day of. Mr. Jenkins said he would be glad to put private security on if it would be acceptable.

Commissioner Klusman asked if she was hearing Mr. Jenkins correctly that RR would not close if there were not enough officers. After conferring with Mr. Benshoff, Mr. Jenkins said if the requirement was a condition in order for RR to be open, then RR had no way to be open.

Mr. Benshoff mentioned the new traffic pattern. Based on the historical record there were approximately 3.5 customers per car. An aspirational goal was a maximum daily number of customers is 1,200; or 343 cars on the busiest night. Mr. Benshoff said the 343 cars equated to 46 to 69 cars per hour.

Mr. Benshoff discussed new measures to reduce traffic and said the Jenkins planned to add a new parking fee, and higher ticket prices. Other measures to be implemented were not to allow drop-offs, all ticket sales would be on site and not online. Cars would be counted when they came in and the gate would close at the turnaround when capacity was reached.

Mr. Basinger came forward to elaborate on the traffic proposal for the venue. Using the power point, the following information was reviewed:
Traffic will not queue on Old Linn Rd.
• See Site Plan 4 – Jamey Basinger, PE
• 94 cars in queue before checkpoint "B"
• 50 cars in queue before exit "F"
• 297 cars in parking lots. SR says "467 gross spaces"

Commissioner Klusman expressed concern with minors coming in and Mr. Benshoff said identifications would be checked on the way in. Mr. Jenkins added that the identification for each individual in the car would be checked and there must be a responsible adult in the car who was 18.

DRAFT

Mr. Benshoff continued with the power point showing the following information:

- When capacity reached gate closed AT “G” after turn around.
  Cars will not queue on Old Linn Road.
- CONCLUSION: There is enough capacity to hold 343 cars on site on the absolute busiest nights.

Compare New Reaper’s Realm to Alternate Hypothetical Development

- At the RA use by right of SINGLE FAMILY RESIDENTIAL 17 acres.
- 17 Acres at 2 units per acre = 33 HOUSES.
- FHWA says around 8 trips per day per house OR 264 TRIPS PER DAY EVERY DAY OF THE YEAR vs 343 CUSTOMER CARS +
  75 STAFF & SECURITY CARS = 418 CARS on the busiest days.

OPEN 30 DAYS A YEAR

No more than 20 days at Halloween. 15 in 2021.
No more than 2 days at St. Patrick’s Day
No more than 4 days at St. Valentine’s Day
A Christmas season of no more than 4 days. None in 2021.

NAME of SEASON	NUMBER of DAYS	LAST DAY of SEASON
St. Valentine’s Day	4	Sunday closest to the Holiday Sun. Feb. 13, 2022.
*St. Patrick’s Day	2	Sunday closest to the Holiday Sunday March 20, 2022.
Halloween	20	Sunday closest to the Holiday. October 31, 2021
Christmas	4	Before December 24

*If St. Patrick’s Day falls on a Wednesday, the last day will be the Sunday following the holiday.

Chairman Edds asked if the Valentine’s and St. Patrick’s Day events were for a haunted house. Mr. Benshoff said there had been a haunted house at the venue in the past on St. Patrick’s Day. Mr. Jenkins added that only the main haunted house would be open and not the trails.

PROPOSED HOURS

- Sundays through Thursdays from 6:30 PM to 10:00 PM. No admission tickets will be sold after 9:00 PM or capacity reached.
- Fridays and Saturdays from 6:30 PM to 12:30 AM. No admission tickets will be sold after 11:00 PM or capacity reached.

Security & Emergencies:

• 5 Deputies and 5 Security Guards for Halloween, 3 of each for other seasons

DRAFT

• Security Command Post at Haunted House
• Contract with Rowan Rescue (see page 51)
• Emergency vehicles will enter through Shuffler Woods Rd.
• Annual Fire Marshall / Bostian Heights VFD Inspections
• See Site Plan Sheet 2 for location of security personnel
• Evacuation Plan. See application page 17
• Lighting – 5 large lights (400 W halide) on buildings and towers illuminate parking lots

Mr. Benshoff said all of Staff's recommended conditions were accepted by the Jenkins; however, he noted recommendation #7 was not within the applicant's control.

STAFF RECOMMENDED CONDITIONS Page 6:
1) New roads 20' to 24' wide as shown on site plan and certified by a NC PE – ACCEPTED
2) Provide a maintenance certification w/ Fire Marshal re roads – ACCEPTED
3) Min. 6" of gravel on parking lots – ACCEPTED
4) Show all buildings on site plans – ACCEPTED, DONE All buildings used for haunted house and trail are shown plus other buildings and neighbor's houses.
5) Stipulates buffer plantings – ACCEPTED
6) Proved sound modeling – ACCEPTED. DONE. See attached report from E.I.
7) Obtain collective approval of command post – OFFERED, Not in applicants' control

Continuing with the power point, Mr. Benshoff reviewed the agreement with Rowan Rescue, and the Fire Plan, Evacuation Plan, and Sanitation Plan.

Commissioner Klusman asked if the venue would be rented out for private parties. Mr. Jenkins said private parties were not allowed and he was only asking for 30 days per year for events.

Commissioner Klusman questioned the lighting at the venue and Mr. Jenkins said all trails were lit so that people could see the trail they were supposed to be walking on.

Mr. Benshoff discussed the East Rowan Land Use Plan (ERLUP). Mr. Benshoff said the Board was required to adopt a Reasonableness Statement and the Reasonableness Statement in the County's Ordinance was a version of the State statute, which said the Board could look at five (5) factors:

"Reasonableness statement" required by GS § 160D-605
This statement of reasonableness may consider, among other factors,

- The size, physical conditions, and other attributes of the area proposed to be rezoned,
- The benefits and detriments to the landowners, the neighbors, and the surrounding community,

DRAFT

- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;
- Why the action taken is in the public interest; and
- Any changed conditions warranting the amendment.

Using the power point, Mr. Benshoff reviewed the above Reasonableness considerations as follows:

SIZE:
The size of the tract being rezoned vs the size of the surrounding area. Rule of thumb: the smaller to tract to be rezoned the more likely it is spot zoning.

Reaper's Realm
- Is 4 parcels. House on one parcel. Shuffler Woods Rd on a 5th parcel;
- Haunted house and trail is in the center of Jenkin's property;
- Type "A" 25-foot buffer along the four northwestern neighbors;
- Setback provided.
- Lighting Plan: Lighting – 5 large lights (400 W halide) on buildings and towers illuminate parking lots

Mr. Benshoff advised the Board was supposed to balance the benefits and detriments, which he highlighted:
- "Who benefits? Who is harmed? Will one party be seriously harmed and the other benefitted?"
- "The Courts may be sympathetic to a rezoning that confers considerable benefit to the owner and only modest harm to others. But even a substantial benefit for the owner will not offset substantial harm to others." Land Use Law in NC p. 201
- Issue is whether the Owners have done enough to reduce the harm to the neighbors.

Mr. Benshoff said the Planning Board had looked at the issue as one of, "Is there a benefit to the owner at the expense of the neighbors or community." Mr. Benshoff felt the Planning Board had considered the matter as an "absolute" that if there was any detriment to the community at all, it could not be approved. Mr. Benshoff submitted the view was not the intent of the statute or the test in the Ordinance. Slide 63 of the power point noted that any change in land use will create some change to the community and benefit the owner. Mr. Benshoff said it appeared when the Planning Board got to this point in its meeting, the issue turned into a referendum on how RR was, or might have been run in years past. Mr. Benshoff said the matter before the Board was a new application.

Commissioner Klusman said RR was well-known and she felt if an adjacent property owner wished to sell their home, RR could be a detriment to getting the full value. Mr.

DRAFT

Benshoff responded that a reduction of property value was not acceptable in evidence before the County's Board of Adjustment, unless presented by an appraiser. Mr. Benshoff said there was no evidence that was the case and people had continued to move into the neighborhood and adjacent to RR.

Mr. Fox responded to Mr. Benshoff that the Board of Commissioners were in a conditional zoning setting, which was a legislative process. Mr. Fox said the standard for the Board in reviewing anything in a legislative rezoning that related to the promotion of public health, safety and welfare was fair game for the Commissioners to consider in the approval or denial of the application.

The next slides in the power point were:
Why is an action to approve in the public interest?
Allows a small family owned and operated business to continue with binding conditions to reduce impacts on the neighbors.

Any changed conditions warranting the amendment?
Mr. Benshoff noted Staff and the Commissioners said it could not consider this change as temporary and requested the change to a permanent seasonal use.

At this point, Mr. Benshoff asked Mr. Jenkins to provide a copy of a petition in support of RR. The copy was provided to the Clerk to the Board to keep with the record. According to Mr. Jenkins, the online petition had 2140 signatures and was still up on the RR Facebook page. Mr. Jenkins said RR had been operating for ten (10) years and wanted everyone, including the neighbors, to feel safe with the new plans.

Commissioner Klusman asked how many of the signatures on the petition came from adjacent neighbors and property owners. Mr. Jenkins specifically mentioned Justin Campbell and Wayne Mitchell as having submitted letters of support.

Mr. Benshoff said there was not enough time to allow everyone present to speak and he asked those in support of the RR rezoning petition to please stand. A large number stood in support; however, no headcount was taken.

Mr. Fox noted the Clerk to the Board had received a question via the virtual platform asking what safeguards were in place to make sure those under the influence did not leave the site and wander onto neighboring properties. Mr. Jenkins said the previous year an individual had arrived inebriated and the condition was not known until the individual got out of the car. Mr. Jenkins said the individual was returned to his car by the deputy and made to sit for almost 2 hours. The deputy, who was from another county, made it clear the individual was not to leave. Mr. Jenkins said this was the only such incident last year.

Mr. Benshoff asked for the opportunity for a rebuttal, if needed.

DRAFT

Chairman Edds called for a brief recess at 8:31 p.m.

Chairman Edds reconvened the meeting at 8:40 p.m.

Chairman Edds said the Board was now ready to conduct the public hearing. Chairman Edds said everyone would be granted the opportunity to speak and he asked that everyone conduct themselves in a respectful manner. Chairman Edds asked everyone to refrain from clapping during the public hearing.

Mr. Fox suggested the Board alternate receiving comments between those for the applicant and those who were opposed. Mr. Fox said rotating back and forth would provide equal numbers in the event the Board ran out of time.

Before the first speaker came forward, Commissioner Klusman asked to hear from the public safety members who were present. Commissioner Klusman asked questions of Fire Marshal Deborah Horne and Bostian Heights Fire Chief Mike Zimmerman.

Commissioner Klusman stressed that her biggest concern was health and safety. Commissioner Klusman said she had not checked the road requirements for emergency vehicles coming into the site. Ms. Horne said Mr. Jenkins had agreed to a 20' road throughout RR. Ms. Horne said she had spoken with Mr. Jenkins and his attorney to let them know an agreement would have to be signed for the road to be checked annually by the Fire Marshal's Office and also the road would have to be maintained to accommodate 75,000 pounds. Ms. Horne said Mr. Basinger was also aware of the roadway requirements.

From a safety perspective, Commissioner Klusman asked if there was adequate space at RR for a number of emergency vehicles to get in/out of the site in the event of another shooting incident in the parking lot. Ms. Horne said while anything could happen, the plan called for emergency vehicles to only come in on Daugherty Road. Mr. Zimmerman added that the concerns expressed several months ago by the fire department pertained to coming in via Daugherty Road while other vehicles might be coming out. The biggest concern was to make sure the emergency vehicles could get in.

Commissioner Klusman asked if there were any other concerns. Ms. Horne said there had been issues in the past; however, Mr. Jenkins had done all that had been asked by emergency personnel.

Commissioner Greene asked Mr. Zimmerman if the fire trucks/emergency personnel could have gotten into RR during the shooting that took place last year. Mr. Zimmerman said no.

Ms. Horne asked Mr. Jenkins if she would be correct in saying that in the new plan people could exit out of Old Linn Road so that emergency vehicles could come in. Mr.

DRAFT

Jenkins confirmed the traffic could be turned around and people could exit out of the entrance.

Commissioner Klusman questioned Mr. Jenkins about the water level of the creek and whether the water came over the banks. Mr. Jenkins responded no and he described the creek as “bone dry” until the recent rains occurred. Commissioner Klusman asked how full the creek was and Mr. Jenkins said the creek was 8’ wide and at the crossing the creek was only 1 to 2 feet high on his property. Mr. Jenkins said there was a culvert where the trail exits.

Chairman Edds opened the floor to receive citizen input and the following individuals came forward.

1. Anne Deyton, a resident of Old Linn Road, presented a petition signed by 156 people that covered 100 properties. Ms. Deyton and the property owners were opposed to the application.
2. Michael Coffey said he and his wife Angela resided at 1464 Circle Drive spoke in support of the application.
3. Teresa Patterson Sloop, an adjoining property owner to RR, spoke in opposition to the application.
4. Jacob Davis of 1445 Old Pine Ridge Road said he was neutral with his opinion on the application. Mr. Davis said he signed a petition against the rezoning; however, he wanted to remove his name and that of his wife.
5. Kathryn McElhannon (no address provided) spoke in support of the application.
6. Felicia Robinson of 745 Old Linn Road spoke in opposition to the application.
7. Pastor Susette Westmoreland spoke in support of the application.
8. Taylor Deyton of 390 Old Linn Road spoke in opposition to the application.
9. Chelsea Price said she was not a neighbor but a client of RR and she spoke in support of the application.
10. Doug Bumgarner of 815 Old Linn Road spoke in opposition to the application
11. Brandy Nelson of Enochville Avenue spoke in support of the application.
12. Tammy Edgington of Sellers Court spoke in opposition to the application.
13. Dena Mills (no address provided) spoke in support of the application.
14. Karen Bumgarner of 815 Old Linn Road spoke in opposition to the application.
15. Brandon Bolick (no address provided) spoke in support of the application.
16. Stephen Shuffler of 745 Old Linn Road expressed concerns with the new entrance to RR and the visibility/safety issue associated with its location.
17. Madison Fuller, a customer of RR (no address provided), spoke in support of the application.
18. Travis Watson, a customer of RR (no address provided), spoke in support of the application.
19. Casey Coffey (no address provided) spoke in support of the application.
20. Blake Garrett (remote participant; no address provided) spoke in support of the application.

DRAFT

21. Jessika Helms (remote participant) of 270 Green Acres Place spoke in opposition to the application.
22. Terry Daughtry (remote participant) of 825 Old Linn Road spoke in opposition to the application. Chairman Edds responded to an inquiry from Mr. Daughtry that the Board was not aware of any alcohol permits that had been sought for RR. Commissioner Pierce added that the Alcohol Beverage Commission (ABC) would handle requests for permits to serve alcohol.

Mr. Fox noted there were comments via the remote Chat feature and he suggested that someone summarize the comments.

April Everette with the County's Information Technology Department summarized the Chat comments as follows:

23. Participant noted they had called 911 to have an inebriated person removed from their property
24. Participants questioned what happens when the parking lots are full and those individuals drive around the back roads and end up tearing up yards, urinating in bushes, etc.
25. Participant resides on Daugherty Road and indicated last year during the month of October they had an incident every weekend RR was open
26. Participant noted RR might have a family atmosphere while at work but said RR was not promoting that atmosphere for the community
27. Participant had safety concerns
28. Participant would be glad to share photos and videos of 2020 season

The last speaker during the public hearing came to the podium to address the Board:

29. George Bradshaw, Pastor of Pine Ridge Baptist Church located at 880 Old Linn Road, spoke in opposition to the application.

With no one else wishing to address the Board, Chairman Edds closed the public hearing.

Mr. Benshoff was allowed to provide rebuttals to comments that had been made. Mr. Benshoff stated the proposal before the Board presented a known quantity and would not grow any bigger; it was a finite proposal. Mr. Benshoff said there were no unpermitted buildings open to the public. Mr. Benshoff pointed out Old Linn Road was a DOT road and the DOT approved the driveway permit with conditions for Mr. Jenkins. Mr. Benshoff said Mr. Muire had calculated the parking lots at RR could hold approximately 400 cars and Mr. Bassinger said the queuing length of the roads was estimated at 144 car lengths. Mr. Benshoff said even if 1200 people came they would not need to park on the street and could not walk in anyway. The proposal was for the business to be open 13 days in October and there would be no cannon in 2021 or 2022. There would be no alcohol sold as Mr. Muire had made it very clear if alcohol was to be

DRAFT

sold it would have to be a condition for approval. Mr. Benshoff said the Jenkins were not asking for any alcohol sales and had never applied for any ABC permits.
With regards to the conditions, Mr. Benshoff proposed one change, which was if the five sworn law enforcement officers could not be hired on a given night, that they be replaced with private security officers. The availability of Sheriff's deputies was not up to Mr. Jenkins nor was the ability to hire municipal law enforcement officers.

Commissioner Klusman said Mr. Benshoff had stated there were not any unpermitted buildings at RR and she asked if it would be possible to get copies of all the permits. Mr. Benshoff said it may take awhile for a public records request to be processed and he suggested the County could probably get copies of those permits much quicker.

Commissioner Klusman questioned the authority of private security versus sworn law enforcement officers. Commissioner Caskey said private security officers could not arrest anyone.

Mr. Jenkins explained the only reason for requesting permission to use private security was if RR had trouble hiring the 5 required law enforcement officers. Mr. Jenkins said if no one from law enforcement signed up to assist RR, the County was saying RR could not open without them.

Commissioner Klusman pointed out that as the property owner, Mr. Jenkins was the responsible party and her biggest concern was the safety/security issue and law enforcement should be present.

Mr. Fox pointed out North Carolina General Statutes dealt with the Amusement Device Safety Act (Act) of North Carolina under section 95-111.1 of the statute. Mr. Fox said the Act appeared to regulate certain amusements in NC and required certain pre-opening inspections, testing, certificates of operation, etc. Mr. Fox said if the Board was inclined to approve the rezoning it may want to see if the applicant agreed to the provision as a condition if it was applicable to their use.

Mr. Benshoff said one of the conditions was that RR obtain all subsequent permits as required and he believed the NCGS would fall under that. Mr. Benshoff said if the Commissioners wished to make it a specific condition, he had no objection.

In response to several inquiries from Commissioner Klusman regarding the roads, Mr. Basinger said Old Linn Road was 20 feet from side to side and Daugherty Road was around 22 feet wide.

Commissioner Caskey asked about the entrance on the Blackwelder property off Daugherty Road. Mr. Basinger said there was a 30' right of way through the property and the entrance would be 20' wide. Mr. Jenkins said Old Linn Road was chosen because of the issue with traffic. Mr. Jenkins said the new road was 1800' long and provided three times the length to get the cars off Old Linn Road and onto RR property.

DRAFT

Other than opening night last year, Mr. Jenkins said RR had never had people parking and walking to RR. With the new proposal people would not be able to park and walk in. Everyone would be required to arrive in a car and wait in their car.

Mr. Muire and Mr. Fox explained the difference between spot zoning and the request before the Board.

During an internal staff review, Mr. Muire reported the Sheriff had suggested that any security used by RR would have to be North Carolina Private Protected Services Board Certified in order to ensure the deputies can work in tandem with law enforcement. Mr. Muire said for some reason the item did not make it back into the proposal - but had been agreed to by Mr. Jenkins in concept.

Commissioner Greene shared his concerns with the issues that took place outside of RR with regards to the traffic, drunks in the neighboring yards, and people parking where they were not supposed to be. Commissioner Greene said the County needed officers at RR that could bring in tow trucks and make arrests. Commissioner Greene was concerned over what was being attracted into the community.

Commissioner Caskey said there had been a lot of concern about the entrance on Old Linn Road and he asked if the Board had the ability to require a turn lane or if it would be a DOT matter. Mr. Muire said a turn lane could be a condition/requirement and the applicant would have to agree as a condition of approval; however, the County did not have the data to suggest it be required.

Commissioner Caskey said Mr. Jenkins currently had no conditional use permit and he asked if Mr. Jenkins would need to have all the requirements in place by operations time. Mr. Muire in turn asked if it would be a stipulation by the Board for approval that all measures must be in place before Mr. Jenkins began operating? Mr. Muire noted Mr. Benshoff had said Mr. Jenkins had submitted a new application and he asked if the approval was premised on the other items. Mr. Muire continued by explaining if Mr. Jenkins gained approval but began operations this year without those improvements, then there would have been no change and the County would be back were it was. Mr. Muire said Mr. Jenkins had a lot of work to do in order to be able to open. Mr. Muire said it was now the middle of August and staff had worked to fast-track the application.

Commissioner Pierce said he did not want to see the business close but would like to see it operate in a friendlier manner to its surroundings. Commissioner Pierce said he understood a man should have the right to do what he wanted with his property but he should also be diligent about his neighbors. Commissioner Pierce said he would feel a lot better if he knew there would be no further expansions at the current facility. Commissioner Pierce said the Jenkins had invested a lot of time and money but he also understood some of the neighbors had spent a lifetime in the community. Commissioner Pierce said change was always hard to take and he hoped the Jenkins

DRAFT

would listen to the neighbors and try to do right going forward. Commissioner Pierce said he would move in favor of the zoning change.

Commissioner Caskey asked Commissioner Pierce if he would add additional conditions. Commissioner Pierce responded the Board could look at the conditions it wanted to impose but he did not feel closing RR was the answer; nor, was requiring the Jenkins' to come before the Board each year. Commissioner Pierce said when adopting a Statement of Reasonableness, the Board should include the conditions suggested by Mr. Fox and create a situation where the property would be better controlled.

Commissioner Klusman asked Commissioner Pierce about his idea for controlling the whole property. Commissioner Klusman said the proposed fence at the back of the property would only go a short distance and she said there was another 10 acres zoned Agricultural. Commissioner Pierce said when someone wanted to get onto a property there would always be a way to get in but he was not opposed to asking for additional evergreen screening.

Commissioner Greene said he did not have a problem with what was going on "on the property" Mr. Jenkins owned but he did have a problem with the folks attracted to the community in the prior year. Commissioner Greene said he would like for the Board to put some "teeth" into the request to let people see the police there. Commissioner Greene favored the idea for additional evergreen screening so that when the leaves fell it would help reduce the noise.

Commissioner Klusman said she had grave concerns for safety and she did appreciate all the changes that Mr. Jenkins had made. Commissioner Klusman said emergencies could not be controlled such as the shooting that happened last year. Commissioner Klusman said the Commissioners were duty-bound to make sure the Board kept its citizens safe, whether within RR, or, whether they lived on the outside. Commissioner Klusman again stated safety was her biggest concern and she vehemently objected to the use of all private security officers. Commissioner Klusman did not feel the evergreens would help keep people from getting onto the RR property. Commissioner Klusman said she could not support the request at this time.

Commissioner Caskey said for the most part the proposed changes looked decent but he did have a few other issues of concern. Commissioner Caskey did not like the idea of adding the extra days, especially at Christmas. Commissioner Caskey agreed that law enforcement should be on the scene and he agreed with Commissioner Greene that measures should be taken on the outside to help the neighbors with the issues they had dealt with. Commissioner Caskey agreed additional shrubbery may help buffer the sounds. Commissioner Caskey continued by saying while the application was new, he felt consideration should be given to the past. Commissioner Caskey did not favor approving the request until the conditions were met. Commissioner Caskey said he

DRAFT

was not against the request but if the Board was going to approve it, the Board needed to ensure both sides on the request were satisfied.

Chairman Edds highlighted the positive comments that had been shared regarding the Jenkins family and RR. Chairman Edds said the comments were important and had tremendous value and were what made the decision before the Board difficult.

Chairman Edds said the real question the Board had to ask was if RR was appropriate for the area.

Chairman Edds also highlighted comments that had been shared from the community. Chairman Edds said the Board had considered the request on a yearly basis because there had been challenges.

Chairman Edds talked about the Planning Board's denial of the request and the Statement of Reasonableness. Chairman Edds said he wanted those in support of RR to understand the Commissioners had a lot of past history and experience in dealing with RR, which made the Commissioners careful with its decision.

Chairman Edds asked those in attendance who lived in the neighborhood of RR to raise their hands and many hands went up. Chairman Edds continued by asking those families to raise their hands when he called out the year their homes were built. Chairman Edds said he asked the questions to show that the houses did not come *after* the venue but rather the venue came up next to them after the residents had invested in their homes.

Chairman Edds said while the Board could put conditions on the application, the County would have the constant pressure of how much more the neighbors would have to put up with. Chairman Edds stated the Board could approve the request for this year; however, tonight he would not approve the permanent zoning.

Commissioner Pierce moved to approve a conditional use permit for one (1) year, which he stated would give the County time to come back with what the Board felt like would be compatible for the zoning change - with the requirements the attorney had come up with; with what was needed from Mr. Jenkins as far as the changes he proposed; what the Fire Marshal said was needed. Commissioner Pierce said the information would help develop what was needed to allow Mr. Jenkins to have a permanent zoning situation, provided he hit the benchmarks. The motion was seconded by Commissioner Greene.

Commissioner Greene was of the opinion that if the matter was continued, Mr. Jenkins would not have enough time to have the road built and he would not be able to open this year. Commissioner Greene said he would rather grant a conditional permit this year.

DRAFT

Chairman Edds pointed out the downside to the motion, asking if the County was going to require Mr. Jenkins to spend all the money with the road, etc. with the potential for the Board to deny his request next year.

Further discussion ensued.

Mr. Fox pointed out that Mr. Jenkins previously had a Temporary Use Permit versus a conditional use permit. Mr. Fox said the motion was to grant Mr. Jenkins what he previously had in the past with a term on it. Mr. Fox said he was also hearing that the applicant would proceed with trying to get the conditions in place for a conditional use in conditional zoning.

Commissioner Pierce said he wanted to allow Mr. Jenkins to start the rezoning process in January to give the County time to also work with the neighbors to see what compromise could be reached on the conditions. Commissioner Pierce said 2021 would be a trial period.

Mr. Fox restated he was hearing the motion to grant a Temporary Use Permit as the Board had done in past for one (1) year, with the caveat that the applicant submit a conditional zoning application in January, well in advance of an October date and there would not be an approval of the conditional zoning as a result from this Board and that the application would come back at a later date.

Commissioner Greene said Mr. Fox had referenced some State requirements and the Board was uncertain if Mr. Jenkins qualified and/or met those requirements. Mr. Fox argued that if Mr. Jenkins did meet the NCGS, he had a requirement for the assessment prior to the opening.

Commissioner Klusman said the safety concerns she had discussed, including adequate road access for emergency vehicles, etc., were not addressed in the motion for a temporary permit. Commissioner Klusman stressed it was the duty of the Board to keep the citizens safe.

Commissioner Caskey reiterated his concerns with the application.

Mr. Jenkins said the temporary permit issued last year had all the “teeth” in it and he was okay with the requirements. Mr. Jenkins said building the road would be the big expense and he could not spend $50,000 to put in the road only to have the application turned down later.

Commissioner Klusman emphasized that if another shooting occurred and without the new road, emergency vehicles would not have adequate access. Mr. Jenkins responded that last year kids had been dropped off; however, drop-offs were no longer allowed. Mr. Jenkins said he would be okay with the temporary use for one (1) year to bring all the buildings up to code and to reevaluate the business.

DRAFT

Mr. Fox said the Board had several options on the table. Commissioner Pierce had made a motion, followed by a second for a Temporary Use Permit for one (1) year. Mr. Fox stated the agenda had a conditional zoning listed. Mr. Fox said the Board had authority to approve a Temporary Use Permit, which did not require a public hearing. Mr. Fox explained if the Board was inclined to grant a Temporary Use Permit, the Board may attach reasonable and appropriate conditions to ensure that the public health, safety and welfare were protected.

The approval of the temporary use shall be in accordance with the following:

a. The proposed use will not endanger the public health, safety and welfare;
b. The proposed use will not have a substantial negative impact on the adjoining properties;
c. The use will be approved for a specific period of time, not to exceed 2 years unless deemed necessary by the Board of Commissioners in accordance with Section 21-11. Extension of the temporary use beyond the approved time shall require approval of the Board of Commissioners in the same manner as the original.

Chairman Edds asked if the Board could vote down the motion and vote to table the matter with the intention to work with staff over next couple of weeks to develop conditions to be acceptable to this Board.

Commissioner Greene said if the Board were to delay the matter, Mr. Jenkins would not be able to hire officers or to hold the October events.

Commissioner Pierce called the question and after further deliberation, Commissioner Pierce withdrew the motion.

Chairman Edds moved to table the item and ask staff to work with the applicant and the Commissioners on acceptable conditions to both parties. The motion was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds called for a recess at 11:48 p.m.

Chairman Edds reconvened the meeting at 11:57 p.m.

5. CONSIDER SNIA 05-21: WOB, LLC

Assistant Planning Director Shane Stewart presented the staff report for Special Non-Residential Intensity Allocation (SNIA) 05-21 from WOB LLC to construct a 12,000 square foot race shop at the 300 block of Performance Road, Mooresville. The property was further described as Tax Parcel 239-061 (Lot 49). The parcel contained a small area of existing gravel, which extended from the adjacent parcel 239-063 (Lot 48), also owned by WOB LLC currently used for parking. The site plan proposed improving the gravel area between the two (2) lots to asphalt, which would connect the existing

DRAFT

concreate area on the adjacent Lot 48 to the proposed concrete parking and bays for the new building.

Commissioner Pierce moved, Commissioner Edds seconded and the vote to approve SNIA 05-21 passed unanimously.

6. SPACE NEEDS STUDY FOR HEALTH DEPARTMENT

This item was moved to the Consent Agenda as item AE at the beginning of the meeting.

7. ARPA FUNDING REQUEST

Micah Ennis, Director of the Department of Social Services, presented a request for ARPA funding. Ms. Ennis said the request in the agenda packet contained a list of three (3) items; however, she wished to strike the second request. Ms. Ennis explained that the second request pertained to technology and after speaking with Randy Cress, Assistant County Manager/CIO, there may be some alternatives to explore.

The remaining requests were for:

- $24,774.00 to renovate the former file room in Social Work Services to create 5 cubicles. This renovation will allow for up to 5 employees to work safely in what is currently unused space. There is a need for 4 offices for the new CPS Social Worker positions as well as for an intern or other support staff member, such as a Care Coordinator from the LME/MCO.

  The primary factors for consideration are:
  - Variants of the COVID-19 virus continue to be concerning for staff and the public.
  - Authorization for ongoing remote work ended county-wide.
  - 5 new positions were approved for Child Protective Services.

- The Economic Services Division (ESD) File Room Renovation was originally approved but the new cost figures are slightly higher, totaling $25,339.00 for that project.

Ms. Ennis reported the budget amendments had been submitted for approval already and the above requests were part of the package.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the requests as submitted passed unanimously.

8. BROADBAND GRANT PROJECT UPDATE

Nick Steward, Jeff Lloyd and Chase Wingate from OpenBroadband were in attendance to provide the Board with an update on the status of implementing broadband (hereafter referred to as the Project) in the rural and underserved portions of Rowan County.

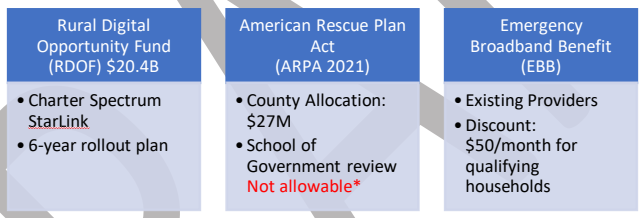
DRAFT

Using a power point, Mr. Steward reported that the Project was moving forward with equipment installation on two (2) towers within the County, the Young Mountain Tower and Crescent Fortress. Mr. Steward said the paperwork for Young Mountain had already been approved. Mr. Steward took the opportunity to praise Open Broadband's experience with the County's permitting process saying it was the best he had worked with. Mr. Steward said he was continuing to work with the Town of Rockwell for the second permit and looking forward to getting equipment deployed there.

Mr. Lloyd reviewed the timelines for the two towers and said full installations should start by mid-October, pending approval of permits.

Mr. Steward said the two (2) towers would allow Open Broadband to provide high speed broadband service to the areas on the map shown via the power point. He also reviewed the broadband sign up process for citizens. In addition to press releases, Mr. Steward said Open Broadband would work with the local newspaper and social media to spread the word of broadband's availability.

Chairman Edds asked Assistant County Manager/CIO Randy Cress what the County's next move would be. Mr. Cress reviewed the current federal programs, which were:



Using a power point, Mr. Cress showed the coverage areas and highlighted the grant opportunities and next steps for the County.

No board action was required.

9. FINANCIAL REPORTS

Finance Director James Howden submitted several financial graphs in the agenda packet, which depicted the following information:

- Annual Cumulative Current Year Property Tax Comparisons as of June 2021 – $89,776,671
- Annual Cumulative Revenue Comparisons as of July 2022 - $1,256,374
- Annual Cumulative Expenditure Comparisons as of July 2022 - $10,825,958

10, BUDGET AMENDMENTS

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

DRAFT

- West End Plaza – Expenditures for damages at Perkins Restaurant at West End Plaza. Perkins and the County will split the expenditures. $40,000
- Finance – Appropriate fund balance and expenditures for FY 2021 General Fund Encumbrances. $1,312,683
- Finance – Appropriate fund balance and expenditures approved in FY 2021 for Water Fund. $796,408
- DSS/County Manager – Use of ARPA funds for the build out of COVID safe offices in DSS's building - $119,606
- Finance – Transfer funds to cover Board approved appropriation to River Park for construction of Gatehouse. $15,967
- Finance – Recognize reserved funds from FY 2021 for Cooperative Extension. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. $45,852
- Finance - Recognize reserved funds from FY 2021 for Soil and Water. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. $2,630
- Finance - Recognize reserved funds from FY 2021 for DSS. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. $1,224,395
- Finance - Recognize reserved funds from FY 2021 for Parks and Recreation. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. $24,676
- Finance - Recognize reserved funds from FY 2021 for the Sheriff's Office. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. $257,237

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

ADDITION

10a. Closed Session

Chairman Edds said at 12:05 a.m. the Board would now enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication to discuss a workers compensation claim.

Commissioner Pierce moved the Board return to Open Session at 12:30 a.m. followed by a second from Commissioner Greene. The motion passed unanimously.

DRAFT

With regards to issues related to workers compensation claims, Chairman Edds moved to empower the County Manager along with the Human Resources Director and County Attorney to be able to settle claims on behalf of the County up to $150,000. The motion was seconded by Commissioner Pierce and passed unanimously.

11. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 12:41 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: Carolyn Barger, Clerk to the Board
DATE: July 29, 2021
SUBJECT: Proclamation for Patriot Day - A Day of Remembrance for September 11, 2001

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	7/29/2021	Cover Memo

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

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

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

PATRIOT DAY
A DAY OF REMEMBRANCE
SEPTEMBER 11, 2001

WHEREAS, on Tuesday September 11, 2001, terrorists attacked the United States of America in a series of senseless, cowardly, and despicable acts of war, directed at innocent men, women and children in the World Trade Center complex in New York City, the Pentagon in Washington D.C. and onboard four passenger jets, resulting in the tragic loss of life of thousands of U.S. citizens and foreign nationals; *and*

WHEREAS, in the aftermath of the attacks, the people of the United States stood united in providing support for those in need, inspired by the heroic sacrifices of our firefighters, rescue and law enforcement personnel, military service members, and other citizens; *and*

WHEREAS, September 11th should not only be remembered as a day of great tragedy but also as a day of triumph, courage, kindness, love, hope and freedom, and as a reminder of the newfound unity, focus and strength in our Nation; *and*

WHEREAS, by U.S. House Joint Resolution 71 signed into law on December 18, 2001 (Public Law 107-89), Congress authorized and requested the President to designate September 11th of each year as "**Patriot Day**" and to call upon state and local governments to observe **Patriot Day** by displaying the flag of the United States at halfstaff and by observing a moment of silence at 8:46 a.m. marking the first plane crash.

NOW, THEREFORE, BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby declare September 11, 2021 as ***Patriot Day*** in Rowan County and encourages all citizens to honor and respect the innocent victims of September 11, 2001 and to salute the heroism of public safety and rescue workers, volunteers, local officials, and those who responded to the tragic events with courage, selfless compassion, determination and undying patriotism.

This the 7th day of September, 2021.

_____
Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer
recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: July 29, 2021
SUBJECT: Proclamation - First Responders Appreciation Day

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	7/29/2021	Cover Memo

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

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

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

PROCLAMATION

FIRST RESPONDERS APPRECIATION DAY

WHEREAS, in 2017 the North Carolina General Assembly designated September 11th of each year as ***First Responders Day*** making it an official State holiday in recognition of the huge sacrifices made by First Responders following the World Trade Center attack in 2001; *and*

WHEREAS, the police, firefighters, emergency medical workers, State troopers, and public health personnel (commonly known as First Responders) are a vital part of our communities standing ready to carry out the critical role of protecting and ensuring public safety, regardless of the perils or hazards to themselves; *and*

WHEREAS, millions of North Carolinians have benefitted from the courageous and vital services of First Responders across the State; *and*

WHEREAS, having this day recognized each year will help keep the September 11, 2001 sacrifices alive and continue to honor the First Responders who risk their own safety in the execution of their duties every day; *and*

WHEREAS, members of the First Responder organizations undergo significant education and training in order to achieve the expertise required to respond to all types of emergency situations; *and*

WHEREAS, the citizens of Rowan County are extremely grateful to the men and women who perform vital services to protect and serve their communities.

NOW THEREFORE, the Rowan County Board of Commissioners does hereby proclaim September 11, 2021 as ***First Responders Appreciation Day*** in Rowan County and encourages all citizens to express their gratitude to First Responders for their sacrifices and commitment to protect and serve.

This the 7th day of September, 2021.

_____
Gregory C. Edds, Chairman

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer
recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: August 4, 2021
SUBJECT: Proclamation For Constitution Week

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	8/4/2021	Cover Memo

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

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

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

PROCLAMATION FOR CONSTITUTION WEEK
SEPTEMBER 17-23, 2021

WHEREAS, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; *and*

WHEREAS, the week of September 17-23, 2021 is Constitution Week and we officially celebrate this magnificent document and the secured liberty the Constitution was designed to create for a free and empowered citizenry; *and*

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE the Rowan County Board of Commissioners does hereby proclaim the week of September 17-23, 2021 as

CONSTITUTION WEEK

in Rowan County and asks all citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

This the 7th day of September, 2021.

_____
Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer
recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Melissa J. Oleen
DATE:	08/04/2021
SUBJECT:	Proclamation For Library Card Sign-up Month

Please see attached memorandum and supporting documentation.

Please proclaim September 2021 Library Card Sign-up month in Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Memo Re: Library Card Sign-up Month	8/4/2021	Cover Memo
Proclamation	8/30/2021	Cover Memo

Rowan Public Library

www.rowanpubliclibrary.org

MEMORANDUM

TO: Rowan County Board of Commissioners

FROM: Melissa J. Oleen, Library Director

DATE: August 4, 2021

RE: Proclamation: Library Card Sign-up Month

Since 1987, Library Card Sign-up Month has been held each September to mark the beginning of the school year. During the month, libraries across the United States work to ensure everyone signs-up for their own library card. From free access to WI-FI, STEAM programs, writing and book clubs, education apps and databases, in-person and virtual homework help, Stories to Go and Books To Grow outreach to local pre-K child care centers and classrooms, and birth to middle school literacy-based programming, a Rowan public library card is one of the most cost effective back to school supplies available.

RPL's library card application is available online or individuals can call, email or visit their local RPL branch to sign-up.

I respectfully request the Board of Commissioners to proclaim September 2021 Library Card Sign-up month in Rowan County.

Melissa

HEADQUARTERS – 201 West Fisher Street • Salisbury, NC 28144 • 704-216-8228 • FAX 704-216-8237
EAST BRANCH – 110 Broad Street • P.O. Box 550 • Rockwell, NC 28138-0550 • 704-216-7838 • FAX 704-279-7832
FRANK T. TADLOCK SOUTH ROWAN REGIONAL LIBRARY – 920 Kimball Road • China Grove, NC 28023-9594 • 704-216-7727 • FAX 704-855-2449

Equal Opportunity Employer

recycled paper

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

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

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

PROCLAMATION
LIBRARY CARD SIGN-UP MONTH 2021

WHEREAS, signing up for a library card is the first step towards academic achievement and lifelong learning; *and*

WHEREAS, a library card gives students the tools that foster success in the classroom and beyond; *and*

WHEREAS, libraries play an important role in the education and development of children; *and*

WHEREAS, libraries offer a variety of programs to stimulate an interest in reading and learning; *and*

WHEREAS, library resources serve Rowan residents of all ages, from newborns to senior citizens; *and*

WHEREAS, librarians create welcoming and inclusive spaces for individuals of all backgrounds to learn together and engage with one another; *and*

WHEREAS, libraries are constantly transforming and expanding services to meet the evolving needs of their communities; *and*

WHEREAS, a library card empowers all people to pursue their dreams and explore new passions and interests; *and*

WHEREAS, public libraries have served the citizens of Rowan County for over a century.

NOW THEREFORE, the Rowan County Board of Commissioners does hereby proclaim September 2021 as Library Card Sign-up Month in Rowan County, North Carolina and encourages everyone to sign up for their own library card today.

This the 7th day of September, 2021.

_____
Gregory C. Edds, Chairman

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer
recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-16-21
SUBJECT:	Contract Between DSS and American Children's Home

Attached please find a contract between DSS and American Children's Home to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/16/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 8/4/2021
SUBJECT: American Children's Home 22176

PURPOSE OF CONTRACT:
The vendor provides therapeutic Foster Care for children in RCDSS custody.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

1. ***Read and understand the terms of the contract.***
2. ***To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.***
3. ***I have secured and attached in MUNIS the Certificate of Insurance.***

Signature of Director — **DATE** 8/6/2021

Contract # **Fiscal Year Begins 7/1/2021 Ends 6/30/2022**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and American Children's Home (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0340748 and DUNS Number (required if funding from a federal funding source). 05-025-3079

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 240,000.00.
   This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $240,000.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office 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, post office 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 County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Katherine F. Yokeley/VP of Finance Administration	Name & Title	Katherine F. Yokeley/VP of Finance Administration
Company Name	American Children's Home	Company Name	American Children's Home
Mailing Address	PO Box 1288	Street Address	3844 NC Hwy 8 South
City State Zip	Lexington NC 27293-1288	City State Zip	Lexington NC 27292
Telephone	336.357.7126		
Fax	336.357.2923		
Email	kyokeley@ach-nc.org		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Katherine F Yokeley — 7/7/21
Signature — Date
Katherine F Yokeley — VP Finance & Admin
Printed Name — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — 8/6/2021 Date
Micah Ennis — Director
Printed Name — Title

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-0340748**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: American Children's Home
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential and Foster Care programs
1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516

Standard Board and Treatment Rates	Daily Rates*	
	Board	Treatment*
Residential Treatment Level 3, 0-4 beds	$43	$232.88
Residential Treatment Level 3, 5+ beds	$33	$189.75
Residential Treatment Level 4, 0-4 beds	$43	$315.71
Residential Treatment Level 4, 5+ beds	$40	$315.71
*Treatment Rates set by DMA and are subject to change.		

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

8/6/2021

(Date Submitted)

(Signature of Contractor)

7/7/21

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Kathleen T Zoleckas — **Signature**

VP Finance & Admin — **Title**

American Children's Home — **Contractor Name**

7/7/21 — **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 3844 NC Highway 8

City, State, Zip Code Lexington NC 27292

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor 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 any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

American Children's Home

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Use Only

Authorized for Local Reproduction
Standard Form - LLL

American Children's Home

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NC

County Davidson

I, Angela D. Farruggia, Notary Public for said County and State, certify that

Kathey F. Yokeley personally appeared before me this day and acknowledged

that he/she is VP of Finance & Admin of Jr. Order United Mechanics Children's Home [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 7 day of ~~July~~ November ~~21~~ 2015

Sworn to and subscribed before me this 7 day of July, 21.

Angela D Farruggia
Notary Public
Davidson County
North Carolina
My Commission Expires 07/28/23

(Official Seal)

Angela D Farruggia
Notary Public

My Commission expires July 28, 2023

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

American Children's Home
Name of Organization

Kathleen F Yokeley
Signature of Organization Official

Name	**Conflict of Interest Policy and Procedures**
Applicable to	All board members, staff and volunteers
Location	Board Orientation Manual, Personnel Policy Manual
Effective Date	November 7, 2015
Date(s) of Revisions	November 6, 2015
Legal and other references	COA Standards: ETH 4, IRS Form 990 Part VI, Section B, Line 12a-c

The American Children's Home staff, board members, and volunteers are obligated to always act in the best interest of the organization and the children we serve. This obligation requires that any employee, board member or volunteer in the performance of agency duties seek only furtherance of the American Children's Home Mission. At all times, employees, board members, and volunteers are prohibited from using their job title, the organizations name or property for private profit or benefit.

Conflict of Interest Defined:
"Conflict of Interest means a conflict, or the appearance of a conflict, between the private interests and official responsibilities of a person in a position of trust."

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a staff or board member of the American Children's Home.

Employee Responsibilities:
Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Duty to Disclosure:
Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board of Directors, the President/CEO or your supervisor immediately.

A. Acceptance of Gifts: Employees, members of employee's immediate family, volunteers and members of the Board are prohibited from accepting gifts, money, or gratuities from the following:

a. Persons receiving benefits or services from the organization;
b. Any person or organization performing or seeking to perform services under contract with the organization; and
c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal or vacation days. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

B. No Board member, officer, employee, or agent of the American Children's Home shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. Any Board member, officer, employee, or agent;

2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

C. Personnel and paid consultants are prohibited from having direct or indirect financial interest in the American Children's Home, Inc., including but not limited to: assets, leases, business transactions, and professional services.

D. No employee is eligible to provide professional services to American Children's Home on an independent basis.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Board Chair _____ Date Signed 11-7-15

President / CEO _____ Date Signed 11-7-15

Approved by ACH Board of Directors November 7, 2015

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** – The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

.

Approved by:

##ContractorName##
Name of Organization

_____
Signature of Organization Official

_____
Date

Kathy C. Berrier
PRESIDENT/CEO

BOARD OF DIRECTORS

Tom Brinson
Scotland Neck, NC
CHAIRMAN

Byron Hinson
High Point, NC
VICE CHAIRMAN

Debra Worley
Scotland Neck, NC
TREASURER

Judy Byrd
Winston Salem, NC
SECRETARY

Robert Thomspon
Trinity, NC
PAST CHAIRMAN

Butch Anderson
MORGANTON, NC

Richie Armstrong
TARBORO, NC

Cliff Ayscue
SCOTLAND NECK, NC

Daniella Brinson
SCOTLAND NECK, NC

Steve Davis
ARCHDALE, NC

Greg Hedrick
THOMASVILLE, NC

Claude Huffman
MORGANTON, NC

Steve Jackson
LEXINGTON, NC

Sadie Kilcrease
THOMASVILLE, NC

Maurice Mabe
HIGH POINT, NC

Vera Mcrae
LEXINGTON, NC

Danny Morrison
LEXINGTON, NC

Norman Morrison
LEXINGTON, NC

Robin Penninger
LEXINGTON, NC

Charles W. Riehs
HIGH POINT, NC

Barry Sink
LEXINGTON, NC

Chad Smith
HIGH POINT, NC

Archie Worley
SCOTLAND NECK, NC

American Children's Home

Attachment E – No Overdue Tax Debts

June 1, 2021

To: County Department of Social Services

Certification:

We certify that the American Children's Home does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Roy Thomas Brinson II and Kathy C. Berrier being duly sworn, say that we are the Board Chairman and President/CEO, respectively, of American Children's Home of Lexington in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Kathy C Berrier
President/CEO

Sworn to and subscribed before me on the day of the date of said certification.

Angela H. Gray
(Notary Signature and Seal)

My Commission Expires: August 23, 2025

ANGELA H. GRAY
NOTARY PUBLIC
Davidson County
North Carolina
My Commission Expires 8/23/25

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

P.O. Box 1288 Lexington, NC 27293-1288 www.ach-nc.org (p) 336.357.7126 (f) 336.357.2923
Junior Order United American Mechanics Children's Home, Inc. - Serving Children Since 1928

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Kathleen Mobley — Signature

VP Finance & Admin — Title

American Children's Home — Agency/Organization

7/7/21 — Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

IRS Department of the Treasury
Internal Revenue Service

Attachment K

2018-0197-00

OGDEN UT 84201-0029

In reply refer to: 4077567774
Aug. 30, 2016 LTR 4168C 0
56-0340748 000000 00
00022446
BODC: TE

JUNIOR ORDER UNITED AMERICAN
MECHANICS CHILDRENS HOME INC
AMERICAN CHILDRENS HOME
PO BOX 1288
LEXINGTON NC 27293-1288

013363

Employer ID Number: 56-0340748
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Aug. 03, 2016, regarding your tax-exempt status.

We issued you a determination letter in January 1975, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

2018-0197-00

4077567774
Aug. 30, 2016 LTR 4168C 0
56-0340748 000000 00
00022447

JUNIOR ORDER UNITED AMERICAN
MECHANICS CHILDRENS HOME INC
AMERICAN CHILDRENS HOME
PO BOX 1288
LEXINGTON NC 27293-1288

Sincerely yours,

Jeffrey I. Cooper
Director, EO Rulings & Agreement

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009),** the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3,** the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b),** the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b),** the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C,** the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: American Children's Home

Contractor's Authorized Agent: Signature Katherine F Yokeley Date 7/7/21

Printed Name Katherine F Yokeley Title VP Finance & Admin

Witness: Signature Angela Farruggia Date 7/7/21

Printed Name Angela Farruggia Title Bus Office Coordinator

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Kathleen D Gourley — Signature

VP Finance & Admin — Title

American Children's Home — Agency/Organization

7/7/21 — Date

(Certification signature should be same as Contract signature.)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Junior Order United American Mechanics Children's Home Inc

2 Business name/disregarded entity name, if different from above
American Children's Home

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See Instructions.
3844 NC Hwy 8 South

Requester's name and address (optional)

6 City, state, and ZIP code
Lexington NC 27292

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 6 - 0 3 4 0 7 4 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Kathleen D Johnley Date ▶ 7/7/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2021

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

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

PRODUCER	CONTACT NAME: Betty Callicutt	
Mountcastle Insurance P.O. Box 1937 Lexington NC 27293-1937	PHONE (A/C, No, Ext): (336) 249-4951	FAX (A/C, No):
	E-MAIL ADDRESS: bcallicutt@mountcastleinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Citizens of America	
INSURED Junior Order United American Mechanics Children's Home Inc., DBA: P.O. Box 1288 Lexington NC 27293-1288	INSURER B: Allmerica Financial Benefit	
	INSURER C: Hanover Insurance Group	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2143006115 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZB6-H194531-01	03/01/2021	03/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ included
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AW6-H194663-01	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UH6-H194528-01	03/01/2021	03/01/2022	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Abuse & Molestation			ZB6-H194531-01	03/01/2021	03/01/2022	Occurrence	$1,000,000
							Aggregate	$2,000,000
							Occurrence	$1,000,000

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

CERTIFICATE HOLDER

Rowan County DSS
1813 East Innes Street
Salisbury NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Walter D. Rowe

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-19-21
SUBJECT:	Contract #22179 Between DSS and Genesis - A New Beginning

---

Attached please find a contract between DSS and Genesis - A New Beginning to provide psychological and substance abuse evaluations, therapy, and behavioral health services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract #22179	8/19/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 8/4/2021
SUBJECT: Genesis – A New Beginning 22179

PURPOSE OF CONTRACT:
The vendor provides psychological and substance abuse evaluations, therapy, behavioral health services to families participating in services at RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director

8/6/2021
DATE

Contract # Fiscal Year Begins 07-01-21 Ends 06-30-22

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Genesis-A New Beginning (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 20-0263106 and DUNS Number (required if funding from a federal funding source).

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
   (8) Federal Certification Regarding Lobbying (Attachment G)
   (9) Federal Certification Regarding Debarment (Attachment H)
   (10) *If applicable,* HIPAA Business Associate Addendum (checklist and forms)
   (11) Certification of Transportation (Attachment J)
   (12) *If applicable,* IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (13) Certain Reporting and Auditing Requirements (Attachment L)
   (14) State Certification (Attachment M)
   (15) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on 07-01-21 and shall terminate on 06-30-22. This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ $95,000.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $95,000.00.

6. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office 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, post office 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 County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 E. Innes Street	Street Address	1813 E. Innes Street
City, State, Zip	Salisbury, NC 28146	City, State, Zip	Salisbury, NC 28146
Telephone	(704) 216-8330		
Fax	(704) 638-3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Terry Wise	Name & Title	Terry Wise
Company Name	Genesis- A New Beginning	Company Name	Genesis- A New Beginning
Mailing Address	245 Le Phillip Ct	Street Address	417 N. Main Street, Suite B
City State Zip	Concord, NC 28025	City State Zip	Salisbury, NC 28144
Telephone	(704) 720-7770		
Fax	(704) 720-7781		
Email	twise@genesis-anb.com		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature	Date: 7-28-21
Printed Name: Terry M Wise	Title: V. Pres

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)*	Date: 8/6/2021
Micah M. Ennis Printed Name	Director Title

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

Signature of County Finance Officer	Date

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

(a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
(b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
(b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
(c) **Automobile Liability Insurance**: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
    (a) owned by the Contractor and used in the performance of this contract;
    (b) hired by the Contractor and used in the performance of this contract; and
    (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

    The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-

owned -- unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 : The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county is which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 20-0263106**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Genesis – A New Beginning
2. *If different* from Contract Administrator Information in General Contract:

Address 417 N. Main Street, Suite B
Salisbury, NC 28144

Telephone Number: 704-636-0838 Fax Number: 704-633-0080

Email: daphne@genesis-anb.com

3. Name of Program (s): Genesis – A New Beginning
4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit
5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to who (include SIS Service Code):

The County and the Contractor, for the consideration specified, agrees as follows:

The Contractor shall perform the services described in the Contract Documents consisting of providing psychological and substance abuse evaluation, individual and group therapy, psychiatric evaluations and medication management, behavioral health services, and IOP for individuals and families. The contract documents consist of this Contract and Exhibit A (Scope of Work). Where the terms of this Contract and Exhibit A are at variance, the provisions of this Contract shall prevail. This contract document constitutes the entire agreement and supersedes any other form. The Contractor shall include the Explanation of Services Provided and include the Name of the Customer: (include SIS Service Code): Service codes to be used: 210, 215, 100, 109, and 110.

The Contractor Agrees to:

- Provide the above-mentioned services to clients referred by Rowan County Department of Social Services.
- Provide the type of services and number of sessions at the fee authorized for each client on the referral form. Any additional needs or extension of services will require a separate referral form.
- Bill Rowan County Department of Social Services, attention Lisa Berger, Social Work Services Program Administrator, no later than the 5th working day of the month following provision of service.
- Ensure that necessary releases of information have been secured at the initial visit/ appointment for the transfer of information to occur between all parties and the County.
- Provide timely, written, and/ or phone responses upon request for updates regarding a customer's status. Status Reports shall also be provided at a minimum of one time per month for ongoing services.

- Obtain information about the customer from previous providers to ensure continuity of care.
- Include/ consider the customer's past history/ patterns in said assessments.
- Forward evaluation results to the authorizing social worker within 30 days of the date of the assessment.
- Comply with the terms of the Americans with Disabilities Act and all requirements imposed by or pursuant to the regulations issued pursuant to that Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal Funds.
- Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to the Title.
- Be on standby when subpoenaed by the court with the understanding that the contractor will arrive to court no later than 30 minutes when called upon.
- Appear in Court when subpoenaed and be prepared to testify and bring all documentation/ records/ notes as requested in the subpoena. The District court will consider issuing a show cause order in the event that a contractor does not adhere to the court's subpoena.
- Amend or terminate this agreement upon mutual agreement of both parties; or terminated by either party upon thirty (30) days prior notice in writing to the other party, except that violations of State law or of established standards concerning provision of the services may result in termination of the agreement without (30) days prior notice.
- Avoid submitting reimbursable expenses without the prior written approval of the County and the issuance of a purchase order detailing the specific expenses expected to be incurred by the Contractor and their estimated amount.
- Comply with the Immigration Reform and Control Act of 1986. The Contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- Maintain financial records and other records as may be prescribed by the County or by applicable Federal and State laws, rules and regulations. The Contractor shall retain these records for a period of five (5) years after final payment, or be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the County, its designees, or other authorized bodies.
- Save, defend, hold harmless and indemnify the County all of its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability and exposure, however caused – resulting from, arising out of, or in any way connected with the Contractor's negligent performance or non-performance of the terms of the contract.

- Not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the county.
- Comply with applicable Federal, State and Local laws and regulations.
- Comply with audit requirements as described in N.C.G.S. § 143C-6-23 and OMB Circular A-133.
- Partner Providers Delivering the Trauma-Intensive Comprehensive Clinical Assessment (TI-CCA) and Evidence Based Treatment (EBT) will:
- Utilize and adhere to the protocols approved by the PFE Leadership Team that outline the processes and timelines for service referral for the TI-CCA and Evidence Based Treatment (EBT), information sharing, and coordination of care.
- Notify Program Administrator Lisa A. Berger at 704-216-8446 or via email at Lisa.Berger@rowancountync.gov of any challenges/barriers to implementing the protocols adopted by the PFE Leadership Team;
- Meet every other month (Aug., Oct., Dec., Feb. April, June) on the second Monday of the month from 11:00am – 12:00pm at RCDSS (blue conference room), as part of the PFE Partners Team, to review implementation progress and resolve implementation barriers.

The County Agrees:

- To determine the clients' eligibility for any Federal, State, or other funds which may help to meet the cost of the services performed under this contract.
- To provide background information and on-going case updates. This shall include any information that will be beneficial to the provision of services with the client.
- To notify the contractor concerning the eligibility of each individual for the services, the period of time for which services are authorized, and any changes in the individual's eligibility status. This will occur through a written referral form.
- Will provide advance notice to persons being subpoenaed at least one week in advance if at all possible.
- Enforce consequences with vendors/ contractors not compliant with the above contractor's bulleted items (i.e. Refer to C3 below-performance based budgeting yielding in a penalty/ deduction).
- Submit payment to the Contractor within thirty days after receipt of invoices as long as the expected services were performed to the satisfaction of the County.
- Utilize and adhere to the protocols approved by the PFE Leadership Team that outline the processes and timelines for trauma screening, service referral, information sharing, and coordination of care, and according to the protocol;

- Notify Program Administrator Lisa A. Berger at 704-216-8446 or via email at Lisa.Berger@rowancountync.gov of any challenges/barriers to implementing the protocols adopted by the PFE Leadership Team;
- Meet regularly, as part of the PFE Leadership Team, and the PFE Partners Team to review implementation progress and resolve implementation barriers.

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

2. Negotiated County Rate.

Rowan County Department of Social Services agrees to pay as follows:

Tier I Service ($25.00)
Batterers Intervention (male) Program
Updates
Exits

Tier II Service ($30.00)
Intake (if completed after an assessment) $30.00

Tier III Service ($40)
Anger Management Group
Batterers Intervention (female) Program
Hispanic Non-offender (victims) - group
Non-Offender (victims) Group
Parenting Group
Sex Offender Group
Substance Abuse Group

Tier IV Service ($95/ hour)
Sex Offender Specific Evaluation
Anger Management Treatment - Individual
Domestic Violence/ Treatment - Individual
Sex Offender Treatment - Individual
Non-Offender Treatment (for victims) - Individual
Hispanic Non-Offender Treatment (for victims) - Individual
Marriage Counseling- Individual
Family Counseling
Parenting- Individual

Tier V Service ($100.00)
Anger Management Assessment
Domestic Violence Assessment
Hispanic Domestic Violence Assessment
Non-Offender (victims) Assessment
Hispanic Non-Offenders (victim's) Assessment
Substance Abuse Assessment
DWI Assessment

Tier VI Service ($150 per three-hour session / at $50 per session)
Intensive Outpatient Therapy for Substance Abuse Treatment

Tier VII Service ($200)
Mental Health Evaluation: $200
Holistic Trauma Informed Evaluation of Substance Abuse, Mental Health and Anger Management Needed: $200

Tier VIII Service ($250.00)
Adult Holistic Assessment: $250.00

Drug and Alcohol Testing

Test Type	Genesis Office	Field Location
THC Levels	$15	$25
12 Panel Urine	$30	$45
16 Panel Screen	$35	$50
Drug Screen Lab Verification	$30	
Hair Follicle	$127	$137
Nail Test (5 panel) additional $35 each substance not included.	$127	$142
Bath Salt	$82	$92
Expanded Bath Salt	$103	$113

Other (specify): Court testimony ($95 per hour up to maximum of $500 per day)

D. Number of units to be provided: A unit of service will be defined as a single assessment, single session per client, or one hour of consultation/review/training.

E. Details of Billing process and Time Frames: Work under this Contract will commence on July 1, 2021 and will be completed no later than June 30, 2022 (Contract Term), subject to any modifications provided for in the Contract Documents. No work shall be deemed complete until it is accepted by the County's Contract Manager (Project Officer).

Genesis – A New Beginning will bill Rowan County Department of Social Services. Bills will be forwarded to Beverly Kruger at Rowan County Department of Social Services.

F. Area to be served/Delivery site(s): Services will be provided at **Genesis – A New Beginning, 417** North Main Street, Suite B, Salisbury NC 28144 or in an agreed upon location that best serves the identified client.

(Signature of County Authorized Person)

8/6/2021
(Date Submitted)

(Signature of Contractor)

7-28-21
(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

   OR

   [✓] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Terry M. Wise — V. Pres

Signature **Title**

Genesis ANB — Terry M. Wise — 7-28-21

Contractor Name **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 417 N Main St Ste B

City, State, Zip Code Salisbury NC 28144

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor 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 any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Genesis: A New Beginning

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** – The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Genesis ANB
Name of Organization

Signature of Organization Official

7-28-21
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Cabarrus

I, Tammy T Dixon, Notary Public for said County and State, certify that

Terry M Wise personally appeared before me this day and acknowledged

that he/she is Vice President of Genesis ANB [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 28 day of July, 2021.

Sworn to and subscribed before me this 28 day of July 2021

(Official Seal)

Notary Public

TAMMY T DIXON
Notary Public
Cabarrus Co., North Carolina
My Commission Expires Aug. 24, 2021

My Commission expires Aug 24, 2021, 20 21

Rev. 06-07-2015

Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.



To: County Department of Social Services/Human Services

Certification:

We certify that the Genesis – A New Beginning does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Terry Wise and Donna Wise being duly sworn, say that we are the Board Chair and Vice President respectively, of Genesis – A New Beginning of Concord in the State of North Carolina and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Donna Wise
Board Chair

[Title of Second Authorizing Official] VP

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: Aug 24, 2021

TAMMY T DIXON
Notary Public
Cabarrus Co., North Carolina
My Commission Expires Aug. 24, 2021

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Rowan County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

Signature

V. Pres
Title

Genesis ANB
Agency/Organization

7-28-21
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[signature]	V. Pres
Signature	Title
Genesis ANB	7-28-21
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Genesis ANB

Contractor's Authorized Agent: Signature [signature] Date 7-28-21

Printed Name Terry M Wise Title V. Pres

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front-line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

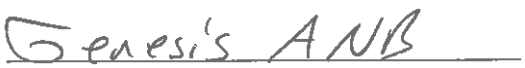
g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).



Signature



Title



Agency/Organization



Date

(Certification signature should be same as Contract signature.)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Genesis A New Beginning

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
245 Le Phillip Ct NE

Requester's name and address (optional)

6 City, state, and ZIP code
Concord NC 28025

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	0	–	0	2	6	3	1	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7-28-21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

GENE-AN-01 JJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2021

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

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

PRODUCER
Hood Hargett & Associates, Inc.
PO Box 30127
Charlotte, NC 28230

CONTACT NAME:
PHONE (A/C, No, Ext): (704) 374-1863 FAX (A/C, No): (704) 374-9403
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Genesis - A New Beginning, Inc.
391 Knoll Court
Concord, NC 28025

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		PHPK2222581	1/11/2021	1/11/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB751914	1/11/2021	1/11/2022	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			PHPK2222581	1/11/2021	1/11/2022	Each Claim	1,000,000
A	Professional Liab			PHPK2222581	1/11/2021	1/11/2022	Aggregate	3,000,000

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

CERTIFICATE HOLDER

Rowan County DSS
Salisbury, NC

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
David Hood Jr.

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-19-21
SUBJECT:	Contract #22173 Between DSS and Masonic Home for Children Oxford, Inc.

Attached please find a contract between DSS and Masonic Home for Children Oxford, Inc. to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/25/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 8/4/2021
SUBJECT: Masonic Home for Children Oxford, Inc. 22173

PURPOSE OF CONTRACT:
The vendor provides therapeutic Foster Care for children in DSS custody.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director — DATE 8/6/2021

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and The Masonic Home for Children at Oxford, Inc (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0603924 and DUNS Number (required if funding from a federal funding source).

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 240,000.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $240,000.00.

6. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office 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, post office 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 County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Amy Still, Program Director	Name & Title	Amy Still, Program Director
Company Name	The Masonic Home for Children at Oxford, Inc	Company Name	The Masonic Home for Children at Oxford, Inc
Mailing Address	600 College Street	Street Address	600 College Street
City State Zip	Oxford, NC 27565	City State Zip	Oxford, NC 27565
Telephone	919-693-5111		
Fax	919-693-2479		
Email	astill@mhc-oxford.org		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — Date: 6/18/21

Kevin C. Otis — Printed Name

Administrator — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date: 8/6/2021

Micah Ennis — Printed Name

Director — Title

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-0603924**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: The Masonic Home for Children at Oxford, Inc
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: 919-693-5111 Fax Number: 919-693-2479 Email: astillo mhc-oxford.org

3. Name of Program (s):
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Child Care

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	**Daily Rates**		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

8/6/2021

(Date Submitted)

(Signature of Contractor)

6/18/21

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make,** a payment to a lobbying entity 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 a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

L. C. Ott — Administrator

Signature **Title**

Masonic Home for Children at Oxford — 6/18/21

Contractor Name **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 600 College St

City, State, Zip Code Oxford, NC 27565

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor 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 any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

The Masonic Home for Children at Oxford, Inc

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

MHCO
THE MASONIC HOME FOR CHILDREN AT OXFORD
Growing Hearts, Brighter Futures
600 College Street • Oxford, NC 27565-2728 • 919-693-5111 • FAX 919-693-2479 • www.mhc-oxford.org

Conflict of Interest

The Board of Directors of The Masonic Home for Children at Oxford, Inc. has adopted this conflict of interest policy to enhance proper operations of The Home.

The members of the board of directors and any management employees of The Masonic Home for Children at Oxford, Inc. shall avoid conflicts of interest and any conduct which may suggest the appearance of impropriety in any transactions with The Home. No member of the board of directors, officer, committee member, or employee of The Home shall engage in any personal business dealings with The Home, including but not limited to, the purchase or receipt of any Masonic Home property or the entering into contracts with The Home, except in the case of open and competitive bidding on the same. No special preference shall be given to board members or staff in accepting applications for admission to or service by The Home. Family members or relatives of family members of the board of directors or staff of The Home are prohibited from employment with The Home in any position in which the Board member or staff member has any influence in the supervision, evaluation, promotion, or pay decisions as they relate to that position. No board member or employee or relative of either shall receive in preferential treatment, consideration, or benefit with regards to admissions, recognition, or compensation as a result of a charitable gift(s) to the Home and all parties involved in the charitable act must abide strictly by the ethical standards of fundraising and donor bill of rights adopted and followed by The Home.

If a potential conflict of interest arises, the board member or management employee must disclose the potential conflict to the board of directors. Further the board member or management employee shall not vote on nor participate in the solicitation, negotiation, formation, awarding, arbitration, modification, or settlement of any contract or grant involving any property or funds of The Home or any dispute arising under such contract or grant when the board member or management employee stands to benefit, either directly or indirectly, from contract or grant.

A board member or management employee is not deemed to benefit directly or indirectly from a contract or grant involving any funds or property of The Home if he or she receives only the salary or stipend due to him or her in the normal course of employment with or service to The Masonic Home for Children at Oxford, Inc.

All board members and employees shall be informed of and bound by this policy.

I certify that I understand the Conflict of Interest Policy of The Masonic Home for Children at Oxford, Inc.

NAME

6/17/2021
DATE

WITNESS

Exp 9/15/21

LEIGH ANN ADCOCK NOTARY PUBLIC PERSON COUNTY

6/17/21
DATE

benchmarks
An Alliance of Agencies Helping Children, Adults & Families

ALLIANCE FOR CHILDREN & FAMILIES

CWLA

The Masonic Home for Children at Oxford is a licensed Childcare Facility of North Carolina, a 501 (c) (3), non-profit charitable organization. Your donations may be tax-deductible. All contributions are tax-deductible as prescribed by law. Pursuant to Internal Revenue Regulation, this donor did not receive any goods or services in return for this/these donations.

Financial information about this organization and a copy of its license are available from the Charitable Solicitation Licensing Section at 888-830-4989. The license is not an endorsement by the State.

The Masonic Home for Children at Oxford, Inc

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##
Name of Organization: Masonic Home for Children at Oxford

Signature of Organization Official

6/18/21
Date

Exhibit C – Overdue Tax Letter

MHCO
THE MASONIC HOME FOR CHILDREN AT OXFORD
Growing Hearts, Brighter Futures
600 College Street • Oxford, NC 27565-2728 • 919-693-5111 • FAX 919-693-2479 • www.mhc-oxford.org

OVERDUE TAXES

06/17/2021

To: Rowan County

Certification:

We certify that The Masonic Home for Children at Oxford, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false Statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Kevin C. Otis and LuAnne F. Clark being duly sworn, say that we are Administrator/President and Chief Financial Officer, respectively, of The Masonic Home for Children at Oxford, Inc. of Oxford in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Kevin C. Otis

LuAnne F. Clark

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

LEIGH ANN ADCOCK NOTARY PUBLIC PERSON COUNTY, NC

My Commission Expires: 9/15/21

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

benchmarks An Alliance of Agencies Helping Children, Adults & Families
ALLIANCE FOR CHILDREN & FAMILIES
CWLA CHILD WELFARE LEAGUE OF AMERICA Member Agency

The Masonic Home for Children at Oxford is a licensed Childcare Facility of North Carolina, a 501 (c) (3), non-profit charitable organization. Your donations may be tax-deductible. All contributions are tax-deductible as prescribed by law. Pursuant to Internal Revenue Regulation, this donor did not receive any goods or services in return for this/these donations.

Financial information about this organization and a copy of its license are available from the Charitable Solicitation Licensing Section at 888-830-4989. The license is not an endorsement by the State.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

[signature]	Administrator
Signature	Title
Masonic Home for Children at Oxford	6/18/21
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009),** the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3,** the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b),** the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☑ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b),** the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C,** the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Masonic Home for Children at Oxford

Contractor's Authorized Agent: Signature Kevin C. Ohs Date 6/18/21

Printed Name Kevin C. Ohs Title Administrator

Witness: Signature Amy Still Date 6-18-21

Printed Name Amy Still Title Program Director

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Administrator
Title

Masonic Home for Children at Oxford
Agency/Organization

6/18/21
Date

(Certification signature should be same as Contract signature.)

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

004619.638981.251016.30408 1 AT 0.416 530

MASONIC HOME FOR CHILDREN AT OXFORD
600 COLLEGE ST
OXFORD NC 27565-2717

004619

CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

0752435463

BODCD-TE

Use for inquiries only

Letter Number: LTR4168C
Letter Date : 2016-02-19
Tax Period : 000000

560603924

MASONIC HOME FOR CHILDREN AT OXFORD
600 COLLEGE ST
OXFORD NC 27565-2717

INTERNAL REVENUE SERVICE
P.O. Box 2508
Cincinnati OH 45201

560603924 SN MASO 00 2 000000 670 00000000000

The IRS address must appear in the window.

0752435463

BODCD-TE

Use for payments

Letter Number: LTR4168C
Letter Date : 2016-02-19
Tax Period : 000000

560603924

MASONIC HOME FOR CHILDREN AT OXFORD
600 COLLEGE ST
OXFORD NC 27565-2717

INTERNAL REVENUE SERVICE

KANSAS CITY MO 64999-0204

560603924 SN MASO 00 2 000000 670 00000000000

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752435463
Feb. 19, 2016 LTR 4168C 0
56-0603924 000000 00
00022282
BODC: TE

MASONIC HOME FOR CHILDREN AT OXFORD
600 COLLEGE ST
OXFORD NC 27565-2717

004619

Employer ID Number: 56-0603924
Form 990 required: YES

Dear Taxpayer:

We issued you a determination letter in FEBRUARY 1946, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0752435463
Feb. 19, 2016 LTR 4168C 0
56-0603924 000000 00
00022283

MASONIC HOME FOR CHILDREN AT OXFORD
300 COLLEGE ST
OXFORD NC 27565-2717

Sincerely yours,

Teri M Johnson

Teri M. Johnson
Operations Manager, AM Ops. 3

MASOHOM-01 APASSMORE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2021

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

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

PRODUCER
Hood Hargett & Associates, Inc.
PO Box 30127
Charlotte, NC 28230

CONTACT NAME:
PHONE (A/C, No, Ext): (704) 374-1863 FAX (A/C, No): (704) 374-9403
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover American Ins Co	36064
INSURER B : Allmerica Financial Benefit Insurance	41840
INSURER C : Hanover Insurance Company	22292
INSURER D : StoneWood Insurance Company	11828
INSURER E :	
INSURER F :	

INSURED
The Masonic Home for Children at Oxford
600 College St
Oxford, NC 27565-2768

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZZ6D90444800	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AW6D904683	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			UH6D904449	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED X RETENTION $ 0							$ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC1000008394	5/1/2021	5/1/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab.			ZZ6D90444800	5/1/2021	5/1/2022	1,000,000/2,000,000	
A	Abuse/Molest Liab			ZZ6D90444800	5/1/2021	5/1/2022	1,000,000/2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Rowan County DSS is named as Additional Insured.

CERTIFICATE HOLDER

Rowan County DSS

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John P. Happy

ACORD 25 (2016/03)

© 1988-2016 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Masonic Home for Children at Oxford, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Non-profit Corporation

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

600 College Street

6 City, state, and ZIP code

Oxford, NC 27565

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	6	–	0	6	0	3	9	2	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Lurlynne J Clark Date ▶ 5/12/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Amy-Lynn Albertson
DATE: 8/20/2021
SUBJECT: Cooperative Extension Grant Programs

Rowan County 4H program has been awarded $1700 from the Blanch and Julian Robertson Foundation for the 4H Electric Program would like permission to accept grant monies. No county match.

The funds would be used to purchase curriculum, tools and materials to support the Electric program. Items such as soldering tools, circuit boards, and other circuitry kits.

Please contact our 4H agent Laura Allen if you have questions about the grant or Electric program.

ATTACHMENTS:

Description	Upload Date	Type
BJRF GRANT	6/23/2021	Cover Memo

NC STATE

Amy-Lynn Albertson <alalbert@ncsu.edu>

Fwd: BJRFF 2021 Award Notification

1 message

Laura Allen <lahoffne@ncsu.edu> Thu, Apr 29, 2021 at 4:38 PM
To: Amy-Lynn Albertson <alalbert@ncsu.edu>

FYI...received this grant! I've gone in and accepted it. I'll probably wait and buy everything once I get back from maternity leave. Please do whatever you need to do for County Commissioners.

Laura H. Allen
Extension Agent,
4-H Youth Development
Rowan County Center
NC Cooperative Extension
2727-A Old Concord Road
Salisbury, NC 28146
Phone: 704-216-8970
Fax: 704-216-8995
laura_allen@ncsu.edu
rowan.ces.ncsu.edu

---------- Forwarded message ---------
From: **Application Administrator [Do Not Reply]** <admin@communityforce.com>
Date: Thu, Apr 29, 2021 at 4:05 PM
Subject: BJRFF 2021 Award Notification
To: <lahoffne@ncsu.edu>

PLEASE READ CAREFULLY - FUNDS WILL NOT BE DISBURSED IF DIRECTIONS ARE NOT FOLLOWED CORRECTLY!

Dear Laura Allen:

The Blanche & Julian Robertson Family Foundation is pleased to inform you that it has approved a grant of $1,700.00 in support of 4-H Electric Program. This award is subject to the completion of the Award Agreement Section of your application, that affirms your agreement with the following:

GRANT PROVISIONS & CONDITIONS

1. The grant recipient agrees to expend the funds only for the purposes as stated in the grant application and in accordance with Section 501(C) 3, Section 4945, and other applicable provisions of the Internal Revenue Service Code.
2. The grantee will submit a Grant Status Report to the Foundation as soon as practical after the close of the grant period or when the funded project has been completed. If planning on applying for a grant in 2022, all Grant Status Reports must be turned in by December 31, 2021.
3. Directors and staff of the Foundation may monitor and conduct an evaluation of the grantee through a site visit and/or review of files and financial records relating to the grant or tax status. The grantee would agree to provide full and complete access upon a reasonable and timely request.

4. The Foundation requires immediate notification of any change in the grantee's Lead Management and/or Federal tax status before or during the period in which the grant funds are being spent.
5. Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Foundation, such action is necessary to comply with the law.
6. Any portion of the grant funds not used in accordance with these terms and conditions, or in agreement with the original grant application, must be repaid to the Foundation. No funds from this grant will be used to support propaganda, influence legislation or the outcome of any specific public election, or to support voter registration activities.
7. Grant funds must be requested and used within one year from the date of award or the grant is null and void.

Please log in to the Grant Database to fill out the the Award Agreement to the foregoing provisions and conditions. **Funds will be disbursed ONLY upon completion of the REQUEST FUNDS Section stating that the project or program is ready to begin. Any grant not funded and its project/program not begun one year after the award is made will be declared null and void unless otherwise arranged with the Foundation.**

Very truly yours,

Bret R. Busby
Chairman of the Board

https://blanchejulianrobertsonfamilyfoundation.communityforce.com

The contents of this email are intended for the named addressee(s) only. It contains information that may be confidential. If you received this email in error please email Application Administrator immediately and then kindly delete it. Unless you are the named addressee or an authorized designee, you may not use, copy or reproduce this email in any form or disclose it to another party.

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: 09/07/2021
SUBJECT: Release of RFP for Federal & State Lobbying Services

---

County Administration wishes to release a Request for Proposals (RFP) for Federal and State Lobbying Services. The purpose of this RFP is to hire a qualified firm(s) individual to provide federal and state lobbying services on behalf of the County to the legislative and executive branches of the federal and state government. The Provider will actively and continuously lobby Congress and the Administration to assist the County in several key areas identified in the RFP.

Recommendation: The Administration and Purchasing Departments recommend that the Request for Proposal be released by Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Lobbying RFP	9/1/2021	Cover Memo

Rowan County

Request for Proposals

Federal and State Lobbying Services

RFP #2022-002

Issue Date: September 9, 2021

Issued By: Rowan County
130 W. Innes Street
Salisbury, NC 28144

DRAFT

September 9, 2021

Dear Sir or Madam:

Rowan County, North Carolina, is now accepting Proposals for Federal and State Lobbying Services. The intent of this RFP is to award to one provider. The County reserves the right to award separate contracts if that is more favorable for the County. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP").

A mandatory pre-proposal Zoom meeting to review the RFP and answer questions regarding Services will be held Tuesday September 28, 2021 at 3:00 p.m. and 8:00 p.m. EST. Interested parties are only required to attend 1 of the 2 zoom meetings, however may attend both.

All interested Providers should return a completed Request for Proposals Acknowledgement Form by the date stated in the Schedule of Events on page 9.

An electronic copy of the RFP in PDF format may be obtained by contacting Anna Bumgarner at anna.bumgarner@rowancountync.gov or visiting the County website at https://rowancountync.gov/675/Purchasing.

All Proposals are must be submitted to the attention of: to Anna Bumgarner, Purchasing Director, 130 W. Innes Street, Salisbury, North Carolina 28144 no later than October 5, 2021 at 2:00 p.m. EST.

One (1) electronic copy of the Proposal must be provided in email to anna.bumgarner@rowancountync.gov in a searchable format such as Microsoft Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and biding offer must be submitted in a sealed envelope plainly marked with the Proposal number and service description as follows:

Anna Bumgarner, Purchasing Director
RFP #2022-002 Lobbying Services
Rowan County
130 W. Innes Street, Suite 31
Salisbury, NC 28144

All questions must be directed to Anna Bumgarner as stated in the instructions. Contacting the Board of Commissioners or County Manager between September 9, 2021 and October 5, 2021 is strictly prohibited. The County is an equal opportunity purchaser.

Sincerely,

Anna Bumgarner
Director of Purchasing/Contract Administration

DRAFT

TABLE OF CONTENTS

1. Introduction 4
1.1. Objective 4
1.2. Accuracy of RFP and Related Documents 4
1.3. County's Rights and Options 4
1.4. Expense of Submittal Preparation 5
1.5. Proposal Conditions 5
2. Procurement Process 9
2.1. Schedule and Process 9
2.2. Intent to Propose 9
2.3. Interpretations and Addenda 9
2.4. Pre-Proposal Conference 10
2.5. Submission of Proposals 10
2.6. Correction of Errors 10
2.7. Evaluation 10
2.8. Contract Awarded by Commissioners 11
2.9. Vendor Inclusion 11
3. Scope of Lobbying Services 12
3.1. General Scope 12
3.2. Company Reporting Requirement 13
4. Proposal Content and Format 14
4.1. Cover Letter 14
4.2. Proposed Solution 14
4.3. Required Forms 14
4.4. Exceptions to the RFP 14
5. Proposal Evaluation Criteria 16
5.1 Qualifications and Experience 16
5.2. Project Approval/Proposed Solution 16
5.3. Cost Effectiveness and Value 16
5.4. Acceptance of the Terms of the Contract 16
Required Form 1 – Request for Proposals Acknowledgement 17
Required Form 2 – Addenda Receipt Confirmation 18
Required Form 3 – Proposal Submission Form 19
Required Form 4 – Pricing Worksheet 21
Required Form 5 – Company's Background Response 23
Required Form 6 – References 24
EXHIBIT A – Sample Terms 25

DRAFT

1. INTRODUCTION

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the County to determine which Provider and proposed Solution will best meet the County's need for Federal and State Lobbying Services. State Lobbying Services shall mean "The State of North Carolina".

1.2. Accuracy of RFP and Related Documents.

Each Provider must independently evaluate all information provided by the County. The County makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the County will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the County. Providers may not rely on any oral statement by the County or its agents, advisors, or consultants.

If a Provider identifies potential errors or omissions in this RFP or any other related documents, the Provider should immediately notify the County of such potential discrepancy in writing. The County may issue a written addendum if the County determines clarification is necessary. Each Provider requesting an interpretation will be responsible for delivering such requests to the County's designated representative as directed in Section 2.

1.3. County's Rights and Options.

The County reserves the right, at the County's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the County, including:

1.3.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;

1.3.2. To require any Provider to supplement or clarify its Proposal or provide additional information relating to its Proposal;

1.3.3. To investigate the qualifications, experience, capabilities, and financial standing of each Provider submitting a Proposal;

1.3.4. To waive any defect or irregularity in any Proposal received;

1.3.5. To reject any or all Proposals;

1.3.6. To share the Proposals with County employees and contractors in addition to the Evaluation Committee as deemed necessary by the County;

1.3.7. To award all, none, or any part of the Services and to enter into Contracts with one or more of the responding Providers deemed by the County to be in the best interest of the County, which may be done with or without re-solicitation;

DRAFT

1.3.8 To discuss and negotiate with any Provider its Proposal terms and conditions, including but not limited to financial terms; and

1.3.9 To terminate discussions and negotiations with any Provider at any time and for any reason.

1.4 Expense of Submittal Preparation.

The County accepts no liability, and Providers will have no actionable claims for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.5 Proposal Conditions.

The following terms are applicable to this RFP and the Provider's Proposal.

1.5.1. RFP Not an Offer.

This RFP does not constitute an offer by the County. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the County unless the County and the Provider execute a Contract. No recommendations or conclusions from this RFP process concerning the Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.5.2. Trade Secrets and Personal Identification Information /Confidentiality.

Upon receipt by the County, all materials submitted by a Provider (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 *et seq*. ("Trade Secrets") or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers ("Personal Identification Information" or "PII"). After the Proposal due date, the Evaluation Committee, other County staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Provider is governed by N.C. Gen. Stat. §§ 132 and 66-152 *et seq*. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified.

Any Trade Secrets or PII submitted by a Provider must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either "Personal Identification Information—Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted in email to anna.bumgarner@rowancountync.govIn both hard copy and electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

DRAFT

By submitting a Proposal, each Provider agrees that the County may reveal any Trade Secret materials and PII contained therein to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the County to assist in the evaluation process.

Furthermore, each Provider agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Provider has designated as a trade secret. The County may disqualify any Provider that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

1.5.3. Amendments to RFP.

If the County amends this RFP, addenda will be posted to the County's website at https://rowancountync.gov/675/Purchasing, RFP #2022-002. Providers are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

1.5.4. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Provider. The County reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the County. The Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the County's election.

1.5.5. Proposal Binding for 180 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Provider. All prices quoted shall be firm and fixed for the full Contract period. The County shall have the option to accept subject to exception by Contract.

1.5.6. Subcontracting.

The Provider awarded the contract shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Provider shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The County retains the right to approve all subcontractors.

1.5.7. Equal Opportunity.

The County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County provides equal opportunity for all businesses and does not discriminate against any Provider regardless of race, color, religion, age, sex, and national origin or disability.

DRAFT

1.5.8. Use of County's Name.

No advertising, sales promotion, or other materials of the Provider or its agents or representatives may identify or reference the County in any manner absent the prior written consent of the County.

1.5.9. Withdrawal for Modification of Proposals.

Providers may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the County prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal**." No oral modifications will be allowed.

1.5.10. No Bribery.

In submitting a response to this RFP, each Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the County in connection with the Contract.

1.5.11 Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section and Section 4.4, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as in Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Provider's solution, must be described in detail.

1.5.11. Fair Trade Certifications.

By submitting a Proposal, the Provider certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Provider and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.5.12. Provider's Obligation to Fully Inform Themselves.

DRAFT

Providers or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Provider's own risk.

DRAFT

2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
September 9, 2021	*Issuance of RFP.* The County issues this RFP.
September 21, 2021	*Request for Proposals Acknowledgement.* Providers that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax listed in Section 2.3.
September 21, 2021	*Submission of Written Questions Prior to Pre-Proposal Conference.* Providers are permitted to submit written questions, for purposes of clarifying this RFP in advance, or during the Pre-Proposal Conference.
September 28, 2021	*Mandatory Pre-Proposal Conference* to be held at 3:00 p.m. EST and 8:00 p.m. EST, by Zoom as indicated in Section 2.4.
October 5, 2021	*Proposal Submission.* Proposals are due by 2:00 p.m. EST at the Rowan County, 130 W. Innes Street and by email Section 2.3
On or After October 18, 2021	*Contract Award by Board of Commissioners.*

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via email by **September 21, 2021,** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the County of your firm's intention to submit or not submit a Proposal. Email a copy of the completed and signed form to the email address noted in Section 2.3. The County strongly encourages Providers to submit this form prior to the Pre-Proposal conference but Providers shall not be precluded from submitting a Proposal if they fail to submit this form.

2.3. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the County at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Providers should refrain from contacting County staff prior to the Proposal deadline. **The County is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the County.**

DRAFT

Anna Bumgarner, Purchasing Director
RFP #2022-002 Lobbying Services
Rowan County
130 W. Innes Street, Suite 31
Salisbury, North Carolina 28144
E-mail : anna.bumgarner@rowancountync.gov

When submitting questions, please reference the RFP page and topic number.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 2.1. In the case of questions not submitted by the deadline, the County will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Provider questions or issuing addenda to the RFP, the County will post the answer or information to the Internet at https://rowancountync.gov/675/Purchasing, referencing RFP #2022-002. Providers are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

2.4. Pre-Proposal Conference.

A mandatory pre-proposal Zoom meeting to review the RFP and answer questions regarding Services will be held Tuesday, September 28, 2021 at 3:00 p.m. and 8:00 p.m. EST. Interested parties are only required to attend 1 of the 2 zoom meetings, however may attend both.

2.5. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP. One (1) electronic copy of the Proposal must be provided in email to anna.bumgarner@rowancountync.gov in a searchable format such as Microsoft Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and biding offer must be submitted in a sealed envelope plainly marked to the address listed in Section 2.3 above by **Tuesday, October 5, 2021 2:00 p.m. EST.**

2.6. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Provider further agrees that in the event of any obvious errors, the County reserves the right to waive such errors in its sole discretion. The County, however, has no obligation under any circumstances to waive such errors.

2.7. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Providers. Discussions might be held with individual Providers to determine in greater detail the Provider's qualifications, to explore with the Provider the scope and nature of the required contractual Services, to learn the Provider's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the County.

The County may in its discretion require one or more Providers to make presentations to the Evaluation Committee or appear before the County and/or its representatives

DRAFT

for an interview. During such interview, the Provider may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the County deems appropriate. Providers will be notified in advance of the time and format of such meetings.

Since the County may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Provider's best offer for performing the Services described in this RFP.

2.8. Contract Award by Board of Commissioners.

As soon as practical after opening the Proposals, the name of potential Providers will be submitted to the Board for consideration and approval of award and the County Purchasing Director will provide Contract documents to the Provider. In the event the Board approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Provider may request that it be released from the Proposal.

2.9. Vendor Inclusion.

The County's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Providers.

DRAFT

3. SCOPE OF FEDERAL AND STATE LOBBYING SERVICES.

3.1 General Scope.

Rowan County requires a qualified firm or individual to provide federal and state lobbying services on behalf of the County to the legislative and executive branches of the federal and state government. The Provider will actively and continuously lobby Congress and the Administration to assist the County in several key areas, including, but not limited to, the following:

- Housing and community development with particular interest in U.S. Department of Housing and Urban Development and Metropolitan Statistical Area designations;
- Economic development;
- Public safety;
- Public transportation and Transportation Infrastructure;
- Water and sewer;
- Workforce development; and
- Other County Board priorities.

The Provider shall also:

- Act as the representative on behalf of the County to the federal and state government;
- Confer with the County Manager and County staff on planning and program activity that has a bearing on the County to make the best use of federal and state programs;
- Maintain a liaison with the County's Congressional and State delegation and assist the delegation in any matter which the County determines to be in its best interest;
- Establish and maintain working relationships with the executive and legislative branches of the federal and state government that will enhance the County's position with respect to financial assistance applications, regulatory procedures, legislation, budget authorizations and appropriations, and other area of interest to the County;
- Identify and notify the County in advance of opportunities for grants and funding for the key areas listed above;
- Contact federal and state agencies on the County's behalf when grant applications are under consideration by such agencies and take whatever steps are necessary to obtain favorable consideration of such applications;
- Review federal and state executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, federal and state credit assistance programs, and other federal and state developments for the purpose of advising the County of items that may have a bearing on the County's policies and programs;
- Represent the County at Washington, D.C. and Raleigh, NC area conferences or meetings as requested;
- Counsel the County regarding appearances by local personnel before Congressional and State committees and administrative agencies and arrange for appointments and accommodations as necessary;

DRAFT

- Secure and furnish detailed information as may be available on federal issues in which the County indicates an interest;
- Review and comment on proposals of the County, which are being prepared for submission to federal and state agencies, when requested to do so by the County Manager; and
- Assist in establishing and implementing a County federal and state legislative agendas.

3.2 Provider Reporting Requirements.

The Provider shall provide periodic written reports to the County Manager. The format and content of the report will be mutually agreed upon by the County and the Provider.

DRAFT

4. PROPOSAL CONTENT AND FORMAT.

The County desires all Proposals to be identical in format in order to facilitate comparison. While the County's format may represent departure from the Provider's preference, the County requires strict adherence to the format. The Proposal will be in the format described below:

a. Cover letter;
b. Uniquely Qualified;
c. Proposed Solution;
d. The "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
e. The "Proposal Submission" set forth in Section 6, Form 3;
f. The "Pricing Worksheet" set forth in Section 6, Form 4;
g. The "Background and Experience" form set forth in Section 6, Form 6;
h. The "References" set forth in Section 6, Form 7; and
i. Exceptions to the Remainder of the RFP, including the Sample Contract in Exhibit A.

4.1 Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Provider along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the County. The cover letter shall present the Provider's understanding of the Project and a summary of the approach to perform the Services.

4.2 Uniquely Qualified.

The Proposal must include a one (1) page document no more than 500 words that explains specifically why the proposer is uniquely qualified to provide assistants to the County as a lobbyist in the legislative and executive branches in Washington, D.C. and Raleigh, N.C.

4.2 Proposed Solution.

Given the purpose of this project and the County's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your Provider's project team for providing the Services. Please include resumes of the Provider Project Manager and other key members who will perform the work listed in Section 3.

4.3 Required Forms.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered d through i.

4.4 Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 1.5.11 of this RFP. If exceptions are not identified in your Proposal they may not be considered during

DRAFT

Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample County Contract prior to signature, reviews must be completed before your Proposal is submitted.

The County intends to enter into a Contract with the Provider that contains the terms and conditions set forth in Exhibit A ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the County's evaluation criteria.

Accordingly, each Provider must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Provider-proposed additional terms or conditions must also be included in the Proposal, and the County reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Provider's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the County reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the County's best interest to do so.

DRAFT

5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Provider's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Provider's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Provider to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the County based on, but not limited to, the criteria below. The County reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

a. Qualifications and Experience;
b. Project Approach and Proposed Solution;
c. Cost Effectiveness and Value; and
d. Acceptance of the Terms of the Contract.

5.1 Qualifications and Experience

Providers will be evaluated on the background and experience information provided in Section 6, Form 5.

5.2 Project Approach/Proposed Solution.

Providers will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the County's, and the feasibility of the Provider's approach for the provision of the Services.

5.3 Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The County proposal shall include a monthly rate to provide all services requested to the County. This shall include all expenses and travel.

5.4 Acceptance of the Terms of the Contract.

The County will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Providers shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.5.11 and 4.4 of this RFP.

DRAFT

REQUIRED FORM 1 - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

RFP # 2022-002

Federal and State Lobbying Services

The Provider hereby certifies receipt of the Request for Proposals for the Rowan County, North Carolina RFP #2022-002, Federal and State Lobbying Services. This form should be completed upon receipt of the County's Request for Proposals and faxed in time for the County to receive it by or before. Failure to submit this form by the designated date shall not preclude the Provider from submitting a proposal. Please fax or email the completed Request for Proposals

Acknowledgement Form to the attention of:
Anna Bumgarner
Purchasing Director
Email: anna.bumgarner@rowancountync.gov
Fax: 704-216-8166

Date: _____

Authorized Signature: _____

Title: _____

Provider Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____**We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: _____

_____**We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: _____

_____

DRAFT

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 2022-002

Federal and State Lobbying Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the County website at https://rowancountync.gov/675/Purchasing

ADDENDUM #:	**DATE ADDENDUM DOWNLOADED FROM NC IPS:**
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal complies with the Specifications and conditions issued by the County except as clearly marked in the attached copy.

_____ _____
(Please Print Name) Date

_____
Authorized Signature

_____
Title

_____
Provider Name

DRAFT

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 2022-002

Federal and State Lobbying Services

This Proposal is submitted by:

Provider Name: _____

Representative (printed): _____

Address: _____

_____

County/State/Zip:

_____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Provider has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the County, the Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Provider further agrees to promptly provide to the County all information and documentation that may be requested by the County from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the County to reject the bid submitted by the Provider or terminate any contract awarded on such bid.
4. As part of its Proposal, the Provider shall provide to the County a list of all instances within the past ten years where a complaint was filed or pending against Provider in a legal or

DRAFT

administrative proceeding alleging that Provider discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.
6. It is understood by the Provider that the County reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

___ Include exceptions to the sample contract in the following section of my Proposal: _____

___ Not include any exceptions to the Sample Terms.

Representative (signed): _____

DRAFT

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 2022-002

Federal and State Lobbying Services

Regardless of exceptions taken, Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States Dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs that the County will be responsible for.**

For purposes of this RFP, assume an initial term of one (1) year, with the County having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

The Provider shall charge the County at the following monthly rate for all Services described in Section 3: (N/A if not applicable)

Federal monthly rate:	$_____
State monthly rate:	$_____
Combined monthly rate:	$_____

DRAFT

6. REQUIRED FORM 5 – PROVIDER'S BACKGROUND RESPONSE

RFP # 2022-002

Federal and State Lobbying Services

Providers shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Provider's legal name	
Provider's Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to County (*e.g.*, similar in size, complexity, location, type of organization) to whom you are providing Lobbying Services. Describe your experience lobbying on behalf of local government issues. In particular, describe any experience lobbying for local governments in areas of listed in Section 3.1.	
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company, include an organization chart showing the overall organization structure.	
Explain how your company ensures that personnel performing the Services are qualified and proficient.	
Describe your company's experience working with the major political parties on related contracts.	

DRAFT

7. REQUIRED FORM 6 – REFERENCES

RFP # 2022-002

Federal and State Lobbying Services

Providers shall complete the form below. The County's preference is for references from organizations of similar size or where the Provider is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Provider's performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 5	
Company Name	
Contact Name	
Phone Number	
Email Address	

DRAFT

EXHIBIT A – SAMPLE COUNTY CONTRACT

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and _____ ("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 Federal and State Lobbying 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 TBD.

3. Payment. The County agrees to pay the Provider $XXX per month 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

DRAFT

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 by the County. 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.

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.

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

DRAFT

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.

DRAFT

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. 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.

20. Restricted Companies List. Provider represents that as of the date of this Agreement, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to NC General Statutes 147-86.58. Provider also represents that as of the date of this Agreement, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State treasurer pursuant to NC General Statutes 147-86.81.

21. Contract Information. Any updates or changes should be reported to:

THE COUNTY	THE PROVIDER
ANNA BUMGARNER,	_____
PURCHASING DIRECTOR	_____
130 West Innes Street	_____
Salisbury, NC 28144	_____
Telephone: 704-216-8174	_____

22. 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	THE PROVIDER
BY: _____	BY: _____
Name: Aaron Church	Name: _____
Title: County Manager	Title: _____
Date: _____	Date: _____

DRAFT

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

_____
(Signature of County Finance Officer)

DRAFT

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

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
DATE: 08/20/2021
SUBJECT: Bi-weekly Environmental Health Report

Bi-weekly report from Environmental Health

ATTACHMENTS:

Description	Upload Date	Type
Bi-weekly Commissioner Reporting Charts and Graphs_08202021	8/20/2021	Backup Material

ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Nov-20	27	26	151	46	52	46	6	6	49	27	8	5 weeks 2 days
Dec-20	20	22	159	37	31	37	2	3	27	23	17	3 weeks 2 days
Jan-21	37	24	181	66	38	66	7	8	24	25	13	2 weeks 1 day
Feb-21	49	24	189	48	29	48	9	9	26	24	32	4 weeks 4 days
Mar-21	48	47	182	68	54	68	2	3	52	47	11	5 weeks 2 days
Apr-21	37	32	245	52	48	52	8	10	50	56	6	4 weeks 2 days
May-21	30	37	196	68	58	68	4	2	42	27	13	3 weeks 1 day
Jun-21	55	57	187	67	59	67	4	8	37	38	13	4 weeks 4 days
Jul-21	42	29	190	53	40	53	5	11	47	30	5	3 weeks 2 days
Total	345	298	1680	505	409	505	47	60	354	297	118	

BI-WEEKLY ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
0ct. 26 - Nov. 6	34	13	99	24	29	22	2	0	20	23	6	4 weeks 4 days
Nov. 9 - Nov. 20	16	12	78	26	28	22	2	1	24	18	7	4 weeks 4 days
Nov. 23-Dec. 4	13	11	64	19	21	19	1	0	14	7	1	5 weeks 2 days
Dec. 7 - Dec. 18	15	13	62	24	19	24	0	2	15	10	16	4 weeks
Dec. 21 - Jan. 1	1	7	58	10	6	11	1	1	8	11	1	3 weeks 2 days
Jan. 4 - Jan. 15	20	22	84	26	18	26	1	1	10	12	7	2 weeks 3 days
Jan. 18 - Feb. 5	28	14	126	48	27	48	6	0	23	18	10	2 weeks 1 day
Feb. 8 - Feb. 19	23	16	92	29	11	29	8	1	13	9	20	3weeks 3 days
Feb. 22 - Mar. 5	23	10	95	32	8	32	2	0	14	19	9	5 weeks 2 days
Mar. 8 - Mar. 19	16	26	68	28	32	28	1	2	14	15	6	4 weeks
Mar. 22 - Apr. 2	21	24	79	40	20	40	0	5	28	24	4	4 weeks 3 days
Apr. 5 - Apr. 16	16	14	110	24	19	24	4	5	28	26	1	4 weeks 3 days
Apr.19 - Apr. 30	17	16	118	22	27	22	4	6	21	28	5	4 weeks 2 days
May 3 - May 14	14	19	87	42	32	42	4	1	22	8	0	3 weeks 2 days
May 17 - May 28	15	18	109	26	24	26	0	1	20	19	3	3 weeks 1 day
May 31 - June 11	15	30	77	27	29	27	2	5	20	14	10	3 weeks
June 14 - June 25	26	17	77	28	22	28	2	3	13	16	3	3 weeks 1 day

June 28 - July 9	14	10	57	26	17	26	0	1	22	17	1	4 weeks 4 days
July 12 - July 23	19	19	98	15	22	15	4	5	16	15	2	2 weeks 2 days
July 26 - Aug 6	24	17	130	27	14	27	5	6	24	14	4	3 weeks 3 days
Aug 9 - Aug 20	24	15	82	15	19	15	1	1	13	11	3	2 weeks
Total	394	343	1850	558	444	553	50	47	382	334	119	

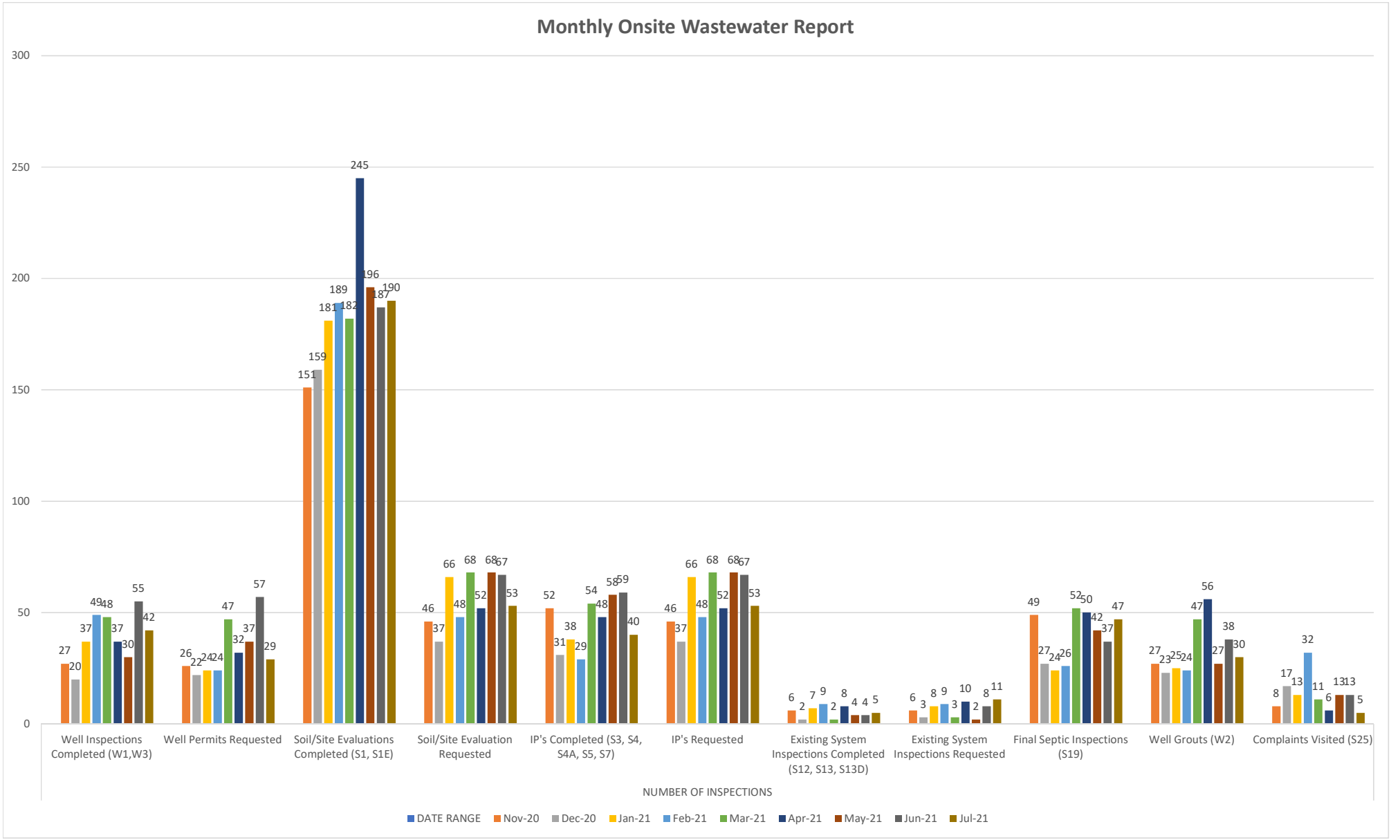
FOOD & LODGING REPORT				
DATE RANGE	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
Jul-20	49	38	2.53	7.08
Aug-20	67	58	3.83	7.08
Sep-20	102	81	5.32	7.08
Oct-20	191	125	8.19	7.08
Nov-20	54	40	2.61	7.08
Dec-20	56	52	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
Total	1244	967	62.68	92.04

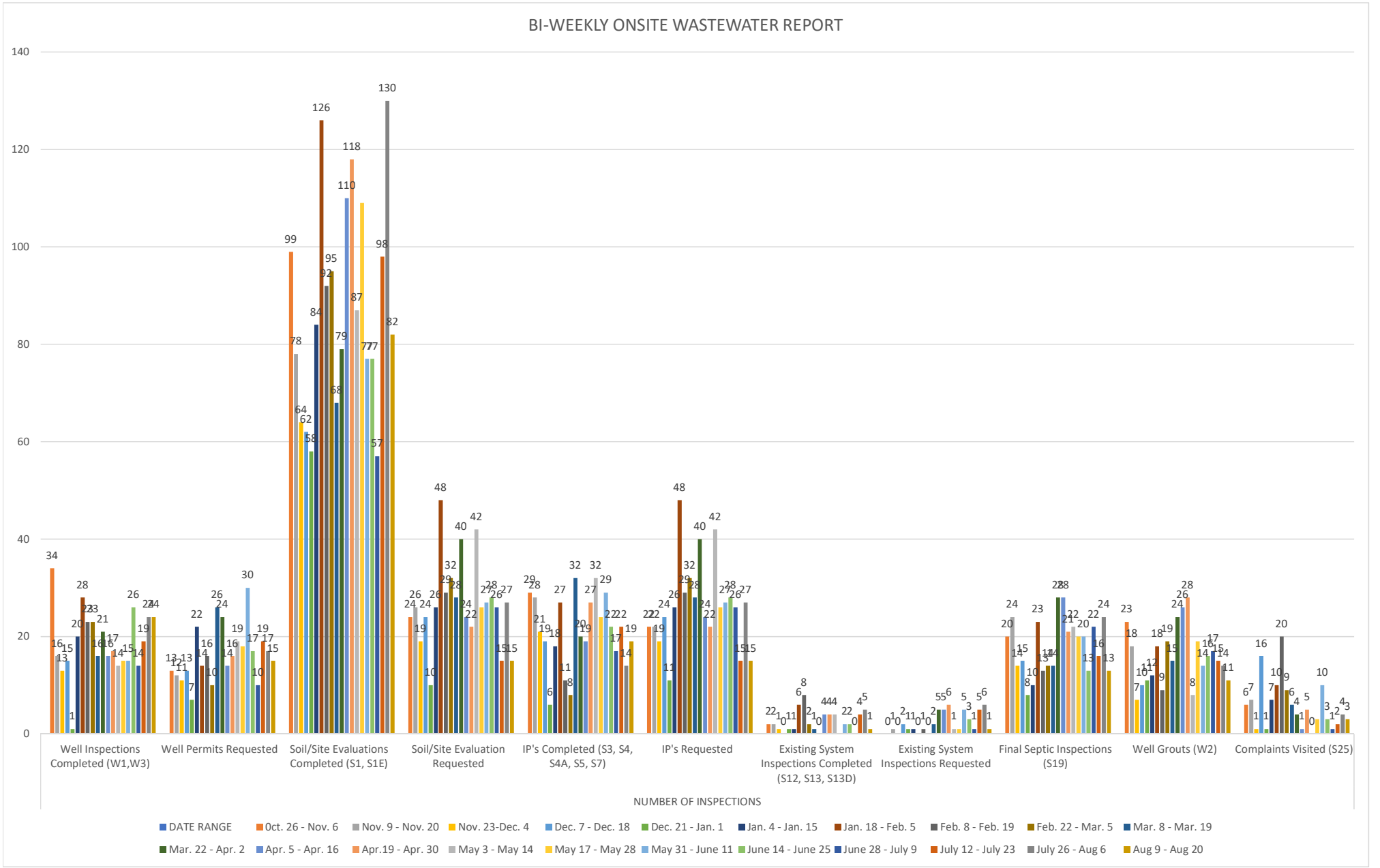
Required Inspections: 1553
Number of Establishments: 675

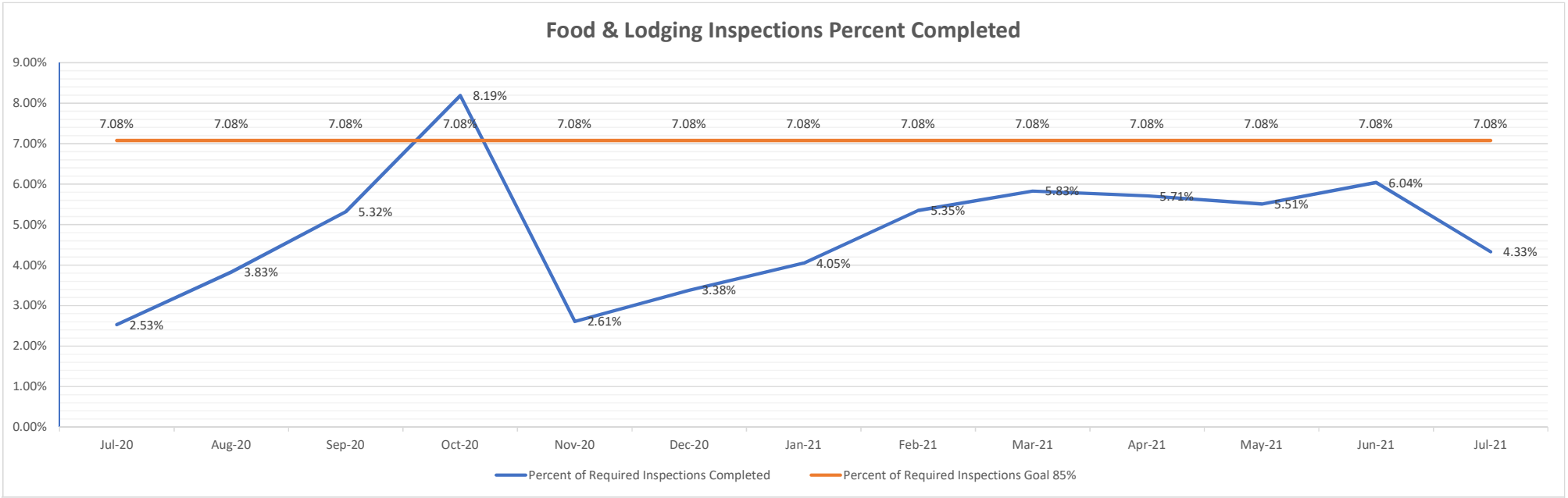
BI-WEEKLY FOOD & LODGING REPORT				
DATE RANGE	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
Oct. 26 - Nov. 6	83	39	2.58	3.27
Nov. 9 - Nov. 20	25	18	1.19	3.27
Nov. 23-Dec. 4	15	18	1.19	3.27
Dec. 7 - Dec. 18	29	39	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

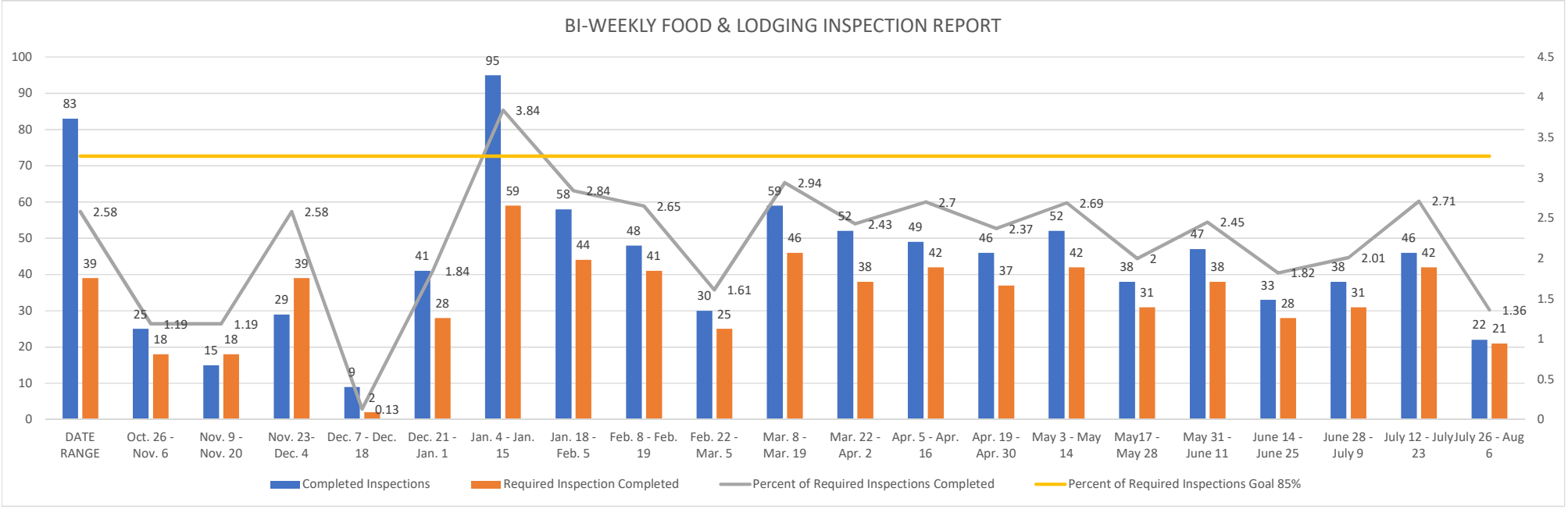
*Aug 9 - Aug 20 all three F&L Staff out at varying times

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
Total	915	709	45.93	68.67


Monthly Onsite Wastewater Report
300
250
200
150
100
50
0
Well Inspections Completed (W1,W3)
27 20 37 49 48 37 30 55 42
Well Permits Requested
26 22 24 24 47 32 37 57 29
Soil/Site Evaluations Completed (S1, S1E)
151 159 181 189 182 245 196 187 190
Soil/Site Evaluation Requested
46 37 66 48 68 52 68 67 53
IP's Completed (S3, S4, S4A, S5, S7)
52 31 38 29 54 48 58 59 40
IP's Requested
46 37 66 48 68 52 68 67 53
Existing System Inspections Completed (S12, S13, S13D)
6 2 7 9 2 8 4 4 5
Existing System Inspections Requested
6 3 8 9 3 10 2 8 11
Final Septic Inspections (S19)
49 27 24 26 52 50 42 37 47
Well Grouts (W2)
27 23 25 24 47 56 27 38 30
Complaints Visited (S25)
8 17 13 32 11 6 13 13 5
NUMBER OF INSPECTIONS
DATE RANGE
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21


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


Food & Lodging Inspections Percent Completed
9.00%
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
7.08%
2.53%
3.83%
5.32%
8.19%
2.61%
3.38%
4.05%
5.35%
5.83%
5.71%
5.51%
6.04%
4.33%
Jul-20
Aug-20
Sep-20
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%


BI-WEEKLY FOOD & LODGING INSPECTION REPORT
DATE RANGE
Oct. 26 - Nov. 6
Nov. 9 - Nov. 20
Nov. 23- Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr. 19 - Apr. 30
May 3 - May 14
May17 - May 28
May 31 - June 11
June 14 - June 25
June 28 - July 9
July 12 - July 23
July 26 - Aug 6
Completed Inspections
Required Inspection Completed
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%

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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-25-21
SUBJECT:	Contract Between Rowan County and Aviation Management Consulting Group

---

The Rowan County Board of Commissioners voted on 06/07/21 to award the bid for airport consulting services to Aviation Management Consulting Group. Attached please find the contract associated with this project for your approval.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/25/2021	Backup Material

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Aviation Management Consulting Group, Inc. [AMCG] ("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

dcb

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 Provider's negligent acts, errors, or omissions or breach of contract relative 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

dcb

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.

dcb

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	THE PROVIDER
BY: _____	BY: _____
Name: Aaron Church	Name: David C. Benner
Title: County Manager	Title: Managing Consultant

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

AMCG

SCOPE OF WORK AND BUDGET

Prospect: Rowan County (County)
130 West Innes Street
Salisbury, North Carolina 28144

Contact: Ms. Valerie Steele, C.M., ACE, ASC, Airport Director

Location: Mid-Carolina Regional Airport (Airport)

Services: Airport Assessment, Primary Management and Compliance Documents, Airport Advisory Board Bylaws, Aeronautical Rent Study, and Aeronautical Fee Study

Scope: In accordance with the *Statement of Qualifications for Airport Consulting Services* (dated April 26, 2021), Aviation Management Consulting Group (AMCG) proposes to provide the scope of services outlined in the following elements:

Element 1: AMCG proposes to conduct an Airport Assessment of the planning, development, operation, finances, and management of the Airport.

Element 2: AMCG proposes to develop new Primary Management and Compliance Documents (PMCDs) including Rules and Regulations, Minimum Standards, Non-Commercial Self-Fueling Permit, General Aviation Operator and Lessee Application, and Commercial Operator Permit.

Element 3: AMCG proposes to conduct a review and revision of the Airport Advisory Body Bylaws.

Element 4: AMCG proposes to conduct an Aeronautical Rent Study to determine an estimated opinion of market rent for certain Airport land and improvements (Subject Properties) used for aeronautical purposes.

Element 5: AMCG proposes to conduct an Aeronautical Fee Study to establish aeronautical-related fees to help recover the operating expenses and non-operating uses of funds that have been and are anticipated to be incurred by the County. It is important to note the process will not encompass non-aeronautical fees and AMCG believes that fees should be cost-recovery based – not market based (like rents).

Element 6: If desired by (and at the option of) the County, AMCG can provide consulting/advisory services for any matter pertaining to general aviation – airports, aviation businesses (FBOs and/or SASOs), and non-commercial entities.

The proposed work plans are provided in **Attachment A**.

dcb

Fees: Based on the proposed scope of services and associated work plans, completing the elements concurrently, and AMCG's experience with similar projects, the services can be provided for the following fees (by element):

Elements	Budget
Element 1: Airport Assessment	*$31,250*
Element 2: Primary Management and Compliance Documents	*$42,750*
Element 3: Airport Advisory Body Bylaws	*$5,000*
Element 4: Aeronautical Rent Study	*$16,500*
Element 5: Aeronautical Fee Study	*$18,750*
Total	***$114,250***

dcb

Element 6 would be provided on an hourly basis in accordance with AMCG's Regular Hourly Fee Schedule, as follows:

AMCG Regular Hourly Fee Schedule	
Position	**Hourly Billing Rate**
Managing Principal	$300
Managing Consultant	$240
Senior Aviation Consultant	$215
Aviation Consultant	$200
Managing Analyst	$160
Senior Aviation Analyst	$145
Aviation Analyst	$135
Staff	$80

Expenses: An expense allocation of $5,000 is included in the Fees identified herein to cover the direct (project-related) expenses for the proposed scope of services and work plan. The expense allocation includes two site visits that will consist of two persons for a maximum of three days on-site (Site Visit 1) and a maximum of one day on-site (Site Visit 2). Any direct (project-related) expenses incurred by the AMCG team in excess of the expense allocation would be reimbursed to the AMCG team (at cost without mark-up).

Schedule: Notwithstanding circumstances beyond the AMCG team's control and based on the AMCG team's experience with similar projects, the scope of services and work plan can be completed within 9 to 12 months from the start date.

Other: This proposal is valid through October 31, 2021, and is subject to change thereafter including, but not limited to, withdrawal in whole or in part. Fees and expenses (and completion of the project in accordance with the schedule) are dependent on the: (1) quality, composition, and timeliness of the information provided to/obtained by AMCG and (2) the time required by the County, its representatives, or others to review draft work products and/or provide comments.

A signed Project Authorization Agreement will be required to commence work on the project.

dcb

Work Plan – Element 1: Airport Assessment

AMCG will conduct a comprehensive assessment which will include evaluation of the Airport's (1) organization; (2) planning/management/compliance documents; (3) operations; (4) airside and landside infrastructure and facilities; (5) aviation products, services, and facilities; (6) airport and community environment; and (7) financial systems and performance. The Airport Assessment identifies significant findings and observations as well as recommendations (including industry best practices) to enhance the performance of the Airport (in priority order) to take the Airport to the next level.

Following completion of the Airport Assessment, AMCG will work with Airport management and County personnel to identify work plans for any additional items for completion.

Task 1: Project Initialization Meeting

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to (1) discuss the information to be collected, reviewed, and analyzed during Task 2, (2) discuss site visit associated with Task 3, (3) discuss Airport history and current operating environment, and (4) address any questions related to the assessment process.

Task 2: Information Gathering

Collect, review, and analyze relevant information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport. AMCG will provide a written information request to Airport management to help facilitate this process.

Task 3: Site Visit

AMCG will conduct a site visit to include: (1) meetings with Airport management and County personnel, (2) a tour of the Airport, (3) meetings with two County commissioners, (4) individual meetings with five Airport Advisory Board members, and (5) a public/stakeholder meeting open to the larger community, Airport users, and other interested parties to learn about the Airport Assessment project as well as introduce the Airport Tenant Survey (Task 4).

The purpose of the site visit will be to gain a better understanding of: (1) the current operating environment and layout of the Airport, (2) the key issues, problems, and/or challenges associated with this project, and (3) obtain input from different perspectives of the Airport.

dcb

TASK 4: AIRPORT TENANT SURVEY

AMCG will develop and administer an Airport tenant survey to obtain input pertaining to the operation and management of the Airport as well as the strengths and weaknesses of the Airport. AMCG will create a tenant email distribution list based on information provided by the Airport (Task 2) and information obtained during the site visit (Task 3).

TASK 5: ASSESSMENT

AMCG will assess the planning, development, operations, finances, and management of the Airport with a focus on safety, quality, and efficiency of airport operations. The areas included in the comprehensive assessment are outlined in **Attachment B – Airport Assessment Checklist**.

Work Plan – Element 2: Primary Management and Compliance Documents

Primary Management and Compliance Documents (PMCDs) are a compendium of documents that govern the operation, management, and development of an airport (including Rules and Regulations, Minimum Standards, Leasing/Rents and Fees Policy, and Development Standards). In combination, PMCDs: (1) contribute to the financial health of an airport; (2) foster orderly development of land and improvements; (3) promote the provision of quality products, services, and facilities; (4) protect the health, safety, interest, and general welfare of the public; (5) reduce the potential for conflict with lessees, operators, consumers, and users; and (6) provide a platform for resolution of complaints.

Based on a review of the existing *Minimum Standards and Requirements*, AMCG recommends developing new Rules and Regulations and Minimum Standards. During this process, AMCG will identify any areas of the existing *Minimum Standards and Requirements* that are outside of the scope and purpose of either Rules and Regulations or Minimum Standards to be consistent with the Airport Sponsor Assurances, applicable legal requirements, and other compliance related directives issued by the Federal Aviation Administration (FAA) and applicable state aviation agencies.

Rules and Regulations

This PMCD sets forth the rules and regulations for the safe, orderly, and efficient operation and use of an airport and provides the general provisions and defined words that are common to all PMCDs. The purpose of rules and regulations is to protect the public health, safety, interest, and welfare on an airport and to restrict any activity or action that would interfere with the safe, orderly, and efficient operation and use of an airport.

dcb

Airport policymakers, management, and staff will be able to utilize this PMCD to educate and inform airport users about the requirements for using the airport and/or engaging in activities at the airport. In addition to being relevant, reasonable, and appropriate for the airport, the market, and the activities, an airport sponsor should only establish rules and regulations that the airport sponsor is ready, willing, or able to enforce.

In conjunction with Rules and Regulations, other related documents typically include a *Non-Commercial Self-Fueling Permit*.

Minimum Standards

This PMCD sets forth the minimum requirements that need to be met as a condition for conducting commercial general aviation aeronautical activities at an airport. The purpose of minimum standards is to provide a fair and reasonable opportunity, without unjust discrimination, to applicants to qualify, or otherwise compete, to occupy available airport land and/or improvements and engage in authorized commercial general aviation aeronautical activities at an airport.

By providing consistent threshold requirements for engaging in such activities at an airport, airport policymakers, management, and staff will be able to utilize this PMCD to level the playing field and promote fair competition among commercial aeronautical operators. Consistent with the objectives established by the FAA, minimum standards should (1) promote safety, (2) protect airport users, (3) maintain and enhance the availability of services, (4) promote the orderly development of an airport, and (5) ensure operational efficiency.

In conjunction with Minimum Standards, other related documents typically include a *General Aviation Operator and Lessee Application* as well as a *Commercial Operator Permit*.

TASK 1: PROJECT INITIALIZATION MEETING

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to (1) discuss the information to be collected, reviewed, and analyzed during Task 2, (2) discuss site visit associated with Task 3, (3) discuss Airport history and current operating environment, and (4) address any questions related to the PMCD process.

TASK 2: INFORMATION GATHERING

Collect, review, and analyze relevant information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport. This will include an inventory of the land and improvements (by leasehold, by component) currently being leased/used; the products, services, and facilities currently being provided; and the vehicles, equipment, and personnel currently being deployed by the commercial aeronautical businesses at the Airport. AMCG will provide a written information request to Airport management to help facilitate this process.

dcb

TASK 3: FIRST SITE VISIT – PROJECT INITIALIZATION

AMCG will conduct a site visit to include: (1) meetings with Airport management and County personnel, (2) a tour of the Airport, commercial aeronautical businesses, and non-commercial leased premises, (3) meetings with select stakeholders (i.e., representatives of the commercial aeronautical businesses and/or non-commercial entities) – as determined by Airport management working in collaboration with AMCG and based on available budget and schedule, (4) a public/stakeholder meeting open to the larger community, Airport users, and other interested parties to learn about the PMCD development project, and (5) conduct a short course on PMCDs for Airport management and County personnel.

The purpose of the first site visit will be to gain a better understanding of: (1) the current operating environment at the Airport, (2) the goals that have been established by the Client for the Airport (in general) and PMCDs (in particular), and (3) the key issues, problems, and/or challenges relating to (associated with) this project.

TASK 4: DRAFT EXPANDED PMCD TABLE OF CONTENTS

Develop and provide for Airport management review a draft expanded PMCD table of contents.

TASK 5: FIRST WORKING SESSION – DRAFT EXPANDED PMCD TABLE OF CONTENTS

Conduct a working session (by telephone or web-based meeting software) with Airport management to review draft expanded PMCD table of contents and provide comments, identify questions, and make recommendations.

TASK 6: FIRST DRAFT OF PMCDS FOR CLIENT REVIEW

Develop and provide for Airport management review first draft of the PMCDs based on the information collected, reviewed, and analyzed in Task 2, the first site visit conducted in Task 3, the draft expanded PMCD table of contents developed in Task 4, and the comments provided, questions identified, and recommendations during the first working session.

The first draft of the PMCDs will be appropriate, reasonable, and relevant for the Airport, market, and activities occurring (or reasonably anticipated to occur) at the Airport and consistent and compliant with the:

- Federal Aviation Administration (FAA) Airport Sponsor Assurances (dated February 2020) and
- consistent with all other applicable FAA compliance-related directives including:
  - Advisory Circular (AC) 150/5100-16A (AIP, Grant Assurance Number One – General Federal Requirements)
  - AC 150/5150-2B (Federal Surplus Personal Property for Public Airport Purposes)
  - AC 150/5190-6 (Exclusive Rights at Federally Obligated Airports)
  - AC 150/5190-7 (Minimum Standards for Commercial Aeronautical Activities)
  - Order 5190.6B (Airports Compliance Manual)

In addition to being clear, concise, and well organized, the PMCDs will complement (not duplicate) the other governing documents for the Airport and other legal requirements. AMCG proposes that each PMCD be a separate (standalone) document (i.e., the documents will not be combined with other documents or consolidated).

dcb

To ensure that Minimum Standards are relevant, reasonable, and appropriate for the Airport, the market, and the activities, AMCG utilizes a comprehensive approach that will consider the: (1) commercial aeronautical activities occurring at the Airport (including the land and improvements being leased/used, the type, level, and quality of aeronautical products, services, and facilities being provided, and the vehicles, equipment, and personnel being deployed), (2) the commercial aeronautical activities occurring at comparable and competitive airports, and (3) the requirements of airport customers.

TASK 7: SECOND WORKING SESSION

Conduct a working session (by telephone or web-based meeting software) with Airport management to review first draft of PMCDs and provide comments, identify questions, and make recommendations.

TASK 8: SECOND DRAFT OF PMCDS FOR CLIENT REVIEW

Revise first draft of the PMCDs based on the comments provided, questions identified, and recommendations during the second working session and provide second draft of the PMCDs for Airport management and County personnel (including internal/external advisors – legal, risk, etc.) review.

TASK 9: THIRD WORKING SESSION

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to review second draft of PMCDs and provide comments, identify questions, and make recommendations.

TASK 10: THIRD DRAFT OF PMCDS FOR CLIENT AND STAKEHOLDER REVIEW

Revise second draft of the PMCDs based on the comments provided, questions identified, and recommendations during the third working session and provide third draft of the PMCDs for Airport management review.

In addition, provide the third draft of the PMCDs for review and comment by stakeholders. AMCG will utilize a dedicated website for dissemination of the PMCDs to the stakeholders and facilitate stakeholder comments.

TASK 11: SECOND SITE VISIT AND FOURTH WORKING SESSION

Conduct a site visit at Airport to include (1) a stakeholder meeting facilitated by AMCG to discuss comments (and obtain input) and (2) a working session with Airport management and County personnel to review third draft of the PMCDs; review stakeholder comments and input to determine if (a) change is not merited, (b) change is merited (as formulated by Airport management), or (3) change is merited (as formulated by Airport management in collaboration with AMCG); and provide comments, identify questions, and make recommendations.

TASK 12: FOURTH DRAFT OF PMCDS FOR CLIENT REVIEW

Revise third draft of the PMCDs based on the comments provided, questions identified, and recommendations during the second site visit and fourth working session and provide fourth draft of the PMCDs for Airport management review.

Task 13: Fifth Working Session

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to review fourth draft of PMCDs and provide comments, identify questions, and make recommendations.

Task 14: Final PMCDs

Revise fourth draft of the PMCDs based on the comments provided, questions identified, and recommendations during the fifth working session and provide final PMCDs for approval and adoption.

If desired by Airport management and/or County personnel, AMCG can conduct a third site visit to present the final PMCDs for approval and adoption to the Board of Commissioners.

Work Plan – Element 3: Airport Advisory Body Bylaws

AMCG will conduct a review and revision of the Airport Advisory Body Bylaws (dated January 14, 2020). The review and revision will identify areas (1) where the Bylaws can be improved from a form and function perspective to align with the intent and purpose of an advisory body and (2) where changes, additions, and/or deletions should be considered to increase the effectiveness and useability of the existing Bylaws.

Task 1: Project Initialization Meeting

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to (1) discuss the information to be collected, reviewed, and analyzed during Task 2, (2) discuss site visit associated with Task 3, (3) discuss Airport history and current operating environment, and (4) address any questions related to the review and revision process.

Task 2: Information Gathering

Collect, review, and analyze relevant information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport. AMCG will provide a written information request to Airport management to help facilitate this process.

Task 3: Site Visit

AMCG will conduct a site visit to include: (1) meetings with Airport management and County personnel, (2) meetings with two County commissioners, and (3) individual meetings with five Airport Advisory Board members.

The purpose of the site visit will be to gain a better understanding of: (1) the current operating environment and structure of the Airport Advisory Board, (2) the key issues, problems, and/or challenges associated with this project, and (3) obtain input from different perspectives.

dcb

Task 4: Comparable Airport Research

AMCG will develop a preliminary list of comparable and competitive airports (based on the Airport's existing infrastructure and activity indicators for review by Airport management. Upon agreement, AMCG will collect, review, and analyze information from the airport's identified pertaining to existing airport advisory bodies including all available bylaws.

Task 5: Bylaws Review and Comment

Conduct a review and comment of the Bylaws that identifies areas: (1) where the Bylaws can be improved from a best management practices perspective and (2) where changes, additions, and/or deletions should be considered to increase the effectiveness of the Bylaws.

Task 6: Draft Summary Report

Develop and provide for Airport management review a draft summary report identifying the findings of the review and comment.

Task 7: Second Working Session

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to review summary report identifying the findings of the review and comment.

Task 8: Bylaws Revision

Revise the Bylaws based on the comments provided, questions identified, and recommendations during the second working session and provide a revised draft of the Bylaws for Airport management and County personnel (including internal/external advisors – legal, etc.) review.

Task 9: Third Working Session

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to review revised Bylaws and provide comments, identify questions, and make recommendations.

Task 10: Draft Document (Second and Final)

AMCG will finalize the Bylaws based on the comments provided, questions identified, and recommendations during the third working session and provide a final revised draft of the Bylaws to Airport management.

Work Plan – Element 4: Aeronautical Rent Study

To derive an estimated opinion of market rent for long-term and month-to-month aeronautical airport properties, AMCG will analyze rental rates on a comparative basis for similar land and improvements at comparable and competitive airports (and at national and regional airports) to derive a supported market based rental rate for each component of the Subject Properties. If fees are being charged in lieu of or in addition to rent, AMCG will take that into account.

Marketplace Considerations

General conditions, trends, and demographics in the market will be considered by AMCG (as appropriate).

dcb

Other Considerations

AMCG will assume that the highest and best use of the Subject Properties is aviation related (aeronautical use), that the Subject Properties will continue to be part of an operating airport, and that access to the infrastructure and amenities of the airport will be available.

Task 1: Project Initialization Meeting

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to (1) discuss the information to be collected, reviewed, and analyzed during Task 2, (2) discuss site visit associated with Task 3, (3) discuss the Subject Properties, and (4) address any questions related to the rent study process.

Task 2: Information Gathering

Relevant and pertinent information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport will be compiled by Airport management. AMCG will provide a written information request to Airport management to help facilitate this process.

Task 3: Site Visit

AMCG will conduct a site visit to include: (1) meeting with Airport management and County personnel, (2) a tour of the Airport and Subject Properties, (3) photographs of the Subject Properties, and (4) meetings with select stakeholders (i.e., representatives of the aviation businesses and/or non-commercial entities) – as determined by Airport management or County personnel working in collaboration with the team and based on available budget and schedule.

While on-site, AMCG will review the location of and access to the Subject Properties and work with Airport management and County personnel to verify/confirm (as necessary) the type, use, and attributes of each property. AMCG will review and analyze additional information, data, and documentation provided/obtained during the site visit and conduct additional research.

Task 4: Comparable and Competitive Airport Identification

Develop a preliminary list of comparable and competitive airports (based on the Airport's existing infrastructure and activity indicators) for review by Airport management. AMCG will identify regional airports.

The selection of comparable airports and the assimilation and analysis of data for similar properties (including, but not limited to, type, use, and attributes) at comparable airports is essential to the rent study process.

AMCG compiled a database of the 19,536 airports located in the United States including 3,332 public-use, NPIAS designated airports.

dcb

A number of variables will be considered when identifying and selecting comparable airports including, but not limited to, the following:

- Infrastructure (number, configuration, and capacity of runways and taxiways)
- Approaches (precision versus non-precision)
- Presence or absence of a control tower
- Number and type of aviation businesses (including the number of fuel providers)
- Amount of available land for aviation development (and related land use considerations)
- Type of market
- Number and type of airports in the market
- Activity levels (based aircraft, aircraft operations, and fuel volumes)

TASK 5: COMPARATIVE ANALYSIS

Collect, review, and analyze information, data, and documents from comparable, competitive, regional, and national airports using AMCG's proprietary database, reference library, and/or directly from the airports identified in Task 4.

AMCG MAINTAINS AN EXTENSIVE DATABASE OF MORE THAN 700 AIRPORTS LOCATED IN THE UNITED STATES WITH MORE THAN 4,500 DATA POINTS SPECIFICALLY FOR THIS PURPOSE.

AMCG will derive the market rental rate for the Subject Properties (by component and use).

CONSIDERATION OF REGIONAL AND NATIONAL AIRPORT DATA

As a supplement to the comparable airport data, the rental rates being charged at airports within the FAA's Southern Region as well as those being charged at airports located throughout the United States – as maintained within AMCG's proprietary database – will be considered by AMCG.

IDENTIFICATION AND SELECTION OF SIMILAR PROPERTIES (CRITERIA)

AMCG will consider the following factors when identifying and selecting similar improvements at comparable airports, including, but not limited to, the following:

- Use (commercial versus non-commercial)
- Size (usable versus unusable)
- Location and access (landside and airside) to/from the Subject Properties, infrastructure, and utilities
- Lease terms and conditions
- Type, quality, condition, and functional utility or limitations of the Subject Properties (this includes, but is not necessarily limited to, any restrictions on the development of the land, the availability of utilities, and the ability of the land to support the aircraft that normally frequent the subject airport)

THE RENTAL RATES BEING CHARGED FOR SIMILAR PROPERTIES AT COMPETITIVE AIRPORTS WILL BE CONSIDERED AS WELL (AS APPROPRIATE).

TASK 6: FIRST DRAFT

AMCG will prepare the first draft of the summary report (based on the comparative analysis) conveying the market rental rate for the Subject Properties (by component and use) and provide to Airport management for review.

dcb

Determining Market Rents

Based on an analysis of the data compiled, AMCG will derive a market based and supported rental rate for each component of the Subject Properties.

A written summary report will be provided as the final work product or deliverable. In addition, to conveying AMCG's opinion of the market rental rate for the Subject Properties, the summary report will describe the data, reasoning, and analysis (and identify the approach utilized) to develop AMCG's opinion.

Unless otherwise noted, market rental rates will be conveyed on a "per square foot per year" or "per unit per month" and a "triple net" basis. As part of rent study process, AMCG will evaluate the market rental rates for reasonableness to ensure compliance with federal mandates.

Task 7: Review Session

AMCG will conduct a review session (by telephone or web-based meeting software) with Airport management and County personnel.

Task 8: Final Document

AMCG will finalize the summary report and provide the final report.

Work Plan – Element 5: Aeronautical Fee Study

Under Phase I, AMCG will (1) review the current fee program for the Airport, (2) the methodologies currently being utilized to establish the fees and the basis (or the unit measure) currently being deployed for charging fees, and (3) identify current industry practices for establishing airport fees including summarizing the types of fees generally being charged, the methodologies generally being utilized, and the measures generally being deployed in the industry. The Phase I summary report will provide AMCG's findings and recommendations regarding the types of fees that could be charged, the methodology for establishing such fees, and the basis (or the unit measure) for charging such fees.

Under Phase II, once the types of fees, the methodologies, and the basis for charging fees have been selected by Airport management and County personnel, AMCG will conduct a cost recovery financial analysis of the Airport's operating expenses and non-operating sources of funds and calculate fees (dollar amounts for each fee) for the Airport.

Task 1: Project Initialization Meeting

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to (1) discuss the information to be collected, reviewed, and analyzed during Task 2, (2) identify all existing, desired, and non-desired Airport fees, and (3) address any questions related to the fee study process.

Task 2: Information Gathering

Relevant and pertinent information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport will be compiled by Airport management. AMCG will provide a written information request to Airport management to help facilitate this process.

dcb

Review current fee program for the Airport, including the types of fees currently being charged at the Airport, the methodologies currently being utilized to establish the fees, and the basis (or the unit measure) currently being deployed for charging fees.

Identify current industry practices for establishing fees including summarizing the types of fees generally being charged, the methodologies generally being utilized, and the measures generally being deployed in the industry.

TASK 3: COMPARABLE AND COMPETITIVE AIRPORT IDENTIFICATION

Develop a profile of the Airport based on the information collected, reviewed, and analyzed during Task 2. Identify comparable and competitive airports (consistent with **Element** 4) based on the Airport profile and provide for Airport management and County personnel concurrence.

TASK 4: AIRPORT FEE COMPARATIVE ANALYSIS

Develop and provide for Airport management and County personnel review an airport fee comparative analysis that will include (1) the identification of current industry practices for establishing aeronautical fees including summarizing the types of fees typically being charged in the industry, the methodologies typically being utilized in the industry to establish fees, and the basis typically being deployed in the industry for charging fees and (2) the comparison of the current fee program at the Airport to the current fee programs at comparable and competitive airports.

Obtain and validate relevant information from comparable and competitive airports using AMCG's proprietary database, reference library, and/or directly from the airports identified.

Develop and provide for Airport management and County personnel review the findings of the airport fee comparative analysis and best practices recommendations regarding the types of fees that could be charged, the methodology for establishing such fees, and the basis (or the unit measure) for charging such fees.

TASK 5: SECOND WORKING SESSION

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to review the airport fee comparative analysis and provide comments, identify questions, and make recommendations.

TASK 6: COST RECOVERY ANALYSIS

Conduct a cost recovery analysis based on the types of fees, the methodologies, and the basis selected by Airport management and County personnel.

TASK 7: FIRST DRAFT OF SCHEDULE OF FEES

Predicated on the findings of the cost recovery analysis, calculate proposed fees (dollar amounts for each fee) for the Airport and develop and provide for Airport management and County personnel review the cost recovery analysis spreadsheets and a first draft of the Schedule of Fees.

dcb

TASK 8: THIRD WORKING SESSION

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to review the cost recovery analysis spreadsheets, the fee calculations, and the draft of the Schedule of Fees and provide comments, identify questions, and make recommendations.

TASK 9: SECOND DRAFT OF SCHEDULE OF FEES

Revise first draft of the Schedule of Fees based on comments provided, questions identified, and recommendations made by Airport management and County personnel during working session and provide revised second draft of the cost recovery analysis spreadsheets, fee calculations, and the Schedule of Fees.

TASK 10: FOURTH WORKING SESSION

Conduct a working session (by telephone or web-based meeting software) with Airport management and County personnel to review second draft of the cost recovery analysis, fee calculations, and schedule of fees and provide comments, identify questions, and make recommendations.

TASK 11: FINAL STUDY

Revise second draft of the Schedule of Fees based on the comments provided, questions identified, and recommendations made by Airport management and County personnel during the working session and provide final Study (including Schedule of Fees).

dcb

Airport Assessment Checklist

The checklist of items to be included in the comprehensive airport assessment follows:

- Airport Sponsor Organization
  - Administration
  - Governing Body
  - Advisory Body
  - Interdepartmental Support
  - Taxing Authority
  - Bonding Authority
  - Procurement/Contracting Policies
- Airport Organization
  - Management
  - Staff
  - Volunteers
  - Pilot/User Organization(s)
  - Community Participation
  - Industry Participation
  - Name
  - Marketing Program
  - Vendors and Suppliers
  - Consultant(s)
- Airport Planning, Management, and Compliance Documents
  - Strategic Business Plan (Mission, Vision, Values, SWOT, Goals, Objectives, Action Plans)
  - Master Plan
  - Layout Plan
  - Land Use Plan
  - Leasing/Rents and Fees Policy
  - Rates and Charges Schedule
  - Minimum Standards
  - Rules and Regulations
  - Development Standards
  - Security Plan
  - Certification Manual (Part 139 only)
  - Wildlife Management Plan
  - Emergency Preparedness/Response Plan
  - Operations Manual
  - Business Operational/Continuity Plan
  - Succession Plan
  - Irregular Operations Plan
  - Property (Lease) Management Plan/System
  - Environmental Management Plan
  - Noise Abatement Plan
  - Spill Prevention, Control, and Countermeasure Plan
  - Stormwater Management Plan or Stormwater Pollution Prevention Plan
  - Management Information System
- Airport Operations
  - Security
  - Mowing
  - Snow/Ice Removal
  - Rescue and Fire Fighting
  - Hours of Operation
  - Maintenance and Repair
  - Training
  - Standard Operating Procedures
  - Inspections
- Airport Airside Land and Infrastructure
  - Total Land
  - Developable Land
  - Runways/Taxiways
  - Approaches, Navigational Aids, and Lighting
  - Aprons
  - Roadways
  - Landscaping
  - Airside Signage, Lighting, Markings
  - Landside Signage, Lighting, Markings
  - Fencing
  - Gates
- Aviation Products, Services, and Facilities
  - Aircraft Fueling Products and Services
  - Aircraft Ground Handling Services
  - Aircraft Storage Facilities
  - Passenger and Crew Products, Services, and Facilities
  - Technical Services
  - Flight Services
  - Aircraft Sales

- Airport Facilities
  - Administrative Offices
  - Operations Offices and Shops
  - Maintenance Offices and Shops
  - Rescue and Fire Fighting
  - Customs and Immigration
  - Restaurant
- Airport Environment
  - Proximity to Residential Areas
  - Proximity to Central Business District
  - Proximity to Business/Industrial Park
  - Proximity to Tourist Attractions
  - Competitive Airports
  - Aircraft Owners and Operators
  - Climate
  - Based Aircraft
  - Aircraft Operations
  - Fuel Volumes
  - Aeronautical Commercial Tenants
  - Aeronautical Non-Commercial Tenants
  - Non-Aeronautical Commercial Tenants
  - Non-Aeronautical Non-Commercial Tenants
- Community Environment
  - Demographics
  - Political climate
  - Local Business and Industry
  - Community
  - Economic Development
  - State Aviation
  - Educational Institutions
  - Hotel Accommodations
  - Tourist Attractions
  - Transportation Infrastructure
  - Ground Transportation
  - Compatible Land Use Plan
- General Environment
  - Funding Mechanisms (Local)
  - Funding Mechanisms (State)
  - Funding Mechanisms (Federal)
  - General Aviation Industry Trends
  - Economy (Local)
  - Economy (State)
  - Economy (Federal)
  - Programs/Initiatives
  - Special Events
- Airport Financial
  - Financial/Accounting System
  - Financial Controls
  - Financial Statements
  - Budgets
  - Capital Improvement Plan
  - Debt
  - Rents (Market)
  - Fees (Cost Recovery)
  - Performance Measures (Operational and/or Financial)
  - Insurance (Types and Limits)
  - Economic Impact (Analysis, Studies, and Reports)
  - Enterprise/Foreign Trade Zone
  - Non-Aeronautical (Alternative) Revenue Development

B. Term of the Agreement.

Notwithstanding circumstances beyond the control of the County or AMCG, the scope of services and work plan shall be completed within 12 months from start date.

C. Payment to the Provider.

The Scope will be completed for a fixed fee of $114,250. Fees for services rendered and reimbursement for expenses incurred shall be paid on a progressive basis predicated upon the actual work completed. AMCG will invoice the County on a monthly basis.

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	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 Telephone: 704-216-8180	AVIATION MANAGEMENT CONSULTING GROUP, INC. 9085 East Mineral Circle, Suite 315 Centennial, CO 80112 Telephone: 303-792-5205

dcb

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: David C. Benner
Title: County Manager	Title: Managing Consultant
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)

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:	8/25/2021
SUBJECT:	FY21 5307 Urbanized Area Formula Grant Agreement

Agreement with the North Carolina Department of Transportation for FY21 5307 Urbanized Area Formula Grant was approved by the BOC after conducting a Public Hearing during the July 13, 2020 Special Meeting.

Approve the agreement
Approve the County Manager to sign the agreement

ATTACHMENTS:

Description	Upload Date	Type
FY21 5307 Transit Grant Agreement	8/25/2021	Exhibit

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS
PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.

2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators**: **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means".**

3. ***Do not date the agreements***. This will be done upon execution by the department.

4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

URBANIZED ARE FORMULA GRANT PROGRAM

Federal Award Identification

Agreement Number:	
NCDOT Project Number:	**21-LU-037**
Approved Indirect Cost Rate:	**N/A**
FAIN Number(s):	
CFDA Number:	**20.507**
DUNS Number:	**074494014**
Total Amount of Award:	**$491,269**

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☒ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Elderly and Disabled Formula Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Program Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5316 Job Access Reverse Commute Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**

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, 2020 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 (5307) funds for operating assistance and capital funds for security and preventative maintenance.**

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 **FOUR HUNDRED NINETY-ONE THOUSAND TWO HUNDRED SIXTY-NINE DOLLARS ($491,269)** 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%)
36231.39.3.2	$300,000	$150,000	$0	$150,000
Agreement #				
Capital WBS	Capital Total	Capital Federal (80%)	Capital State (0%)	Capital Local (20%)
WBS 36231.39.3.3	$191,269	$153,015	$0	$38,254
Agreement				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$491,269	$303,015	$0	$188,254

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. 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 ay 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: _____

Title: _____

Agency: _____

Email: _____

Phone: _____

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: _____

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2022**

BY: _____

TITLE: **COUNTY MANAGER**

ATTEST: _____

TITLE: _____

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: _____

Date: _____

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 9, 2021

Mr. Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144-5658

RE: FY21 5307 Urbanized Area Formula Grant
Project No: 21-LU-037
WBS Element No.: 36231.39.3.2 (Operating) and 36231.39.3.3 (Capital)
Period of Performance: 07/01/2020-06/30/2022

Dear Mr. Church:

On August 6, 2020 the Board of Transportation approved your organization's request for an FY21 5307 Urbanized Area Formula grant in the amount of $491,269. 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,



Ryan Brumfield
Interim Director

RB\mf
Attachments

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

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 21-LU-037
APPROVED BUDGET SUMMARY
EFFECTIVE DATE JULY 1, 2020

PROJECT SPONSOR: ROWAN COUNTY TRANSPORTATION SYSTEM
PROJECT DESCRIPTION: FY2021 SECTION 5307 URBANIZED AREA FORMULA GRANT

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4522 - Operating 36231.39.3.2 $300,000

PERIOD OF PERFORMANCE JULY 1, 2020-JUNE 30, 2022

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4523 - Capital 36231.39.3.3 191,269

PERIOD OF PERFORMANCE JULY 1, 2020-JUNE 30, 2022

II. TOTAL PROJECT FUNDING

		TOTAL	FEDERAL	STATE	LOCAL
OPERATING	36231.39.3.2	100%	50%	0%	50%
AGREEMENT #		$300,000	$150,000	$0	$150,000

		TOTAL	FEDERAL	STATE	LOCAL
CAPITAL	36231.39.3.3	100%	80%	0%	20%
AGREEMENT #		$191,269	$153,015	$0	$38,254

TOTAL		$491,269	$303,015	$0	$188,254
	TOTALS				

PROGRAM SUMMARY SHEET REQUIREMENTS

NORTH CAROLINA
Department of Transportation

5307 URBANIZED AREA FORMULA PROGRAM
FEDERAL

Operating, Capital, Planning

PRINCIPLE	Guidance for all subrecipients who are receiving 5307 Grants to Urbanized Areas (UZA) for public transportation capital, planning, as well as operating expenses in certain circumstances (located in small UZA or included in Table 3A). Federal Transit Administration (FTA) apportions Urbanized Area Formula Program funds for public transportation in UZAs. UZAs are designated by the U.S. Bureau of the Census based on the results of each decennial census and represent concentrated geographic areas with populations of at least 50,000. The Urbanized Area Formula Program provides grants for public transportation in urbanized areas and establishes distinct requirements and eligibilities for UZAs over and under 200,000 in population.
ELIGIBLE SUBRECIPIENTS	**Large Urban Sub Allocations**: Designated recipients of 5307 funds are required to create a method to allocate 5307 funds to all providers inside the urbanized area. PTD requires this from all designated recipients; however, the method to allocate the funds is entirely up to the designated recipient. If the designated recipient chooses to sub-allocate any funds, a split letter must be created and sent to FTA for funds to go to the correct recipient. The providers to which funds are sub-allocated can be or become direct recipients to FTA or subrecipients of the designated recipient. Public Transportation Division (PTD) may take oversight of these subrecipients on behalf of the designated recipient if the subrecipient receives Section 5311 funds. If this situation does not occur, the designated recipient has full oversight of their subrecipients. **5307 Governor's Apportionment**: When the population of an area reaches 50,000-200,000 the area is considered to be a small urban and is eligible to receive 5307 funding. PTD is responsible for allocating funds apportioned to small urban areas (populations of 50,000-200,000), through the 5307 Governor's Apportionment. PTD allocates these funds through a split letter to FTA. PTD creates one split letter per fiscal year and designates funds based on eligible recipient's 5-year, needs-based budgets which are submitted to PTD Only small urban providers that receive Section 5311 funds may become PTD subrecipients for Section 5307 funds. All other providers must apply to FTA for the funds. **Needs-based budget**: Small urban transit systems are required to submit a 5-year needs-based budget annually to PTD which outlines the status of current FTA grants and projected expenses and revenues for the next 5 fiscal years.
ELIGIBLE SERVICEs and SERVICE AREA	Public transportation activities including planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. In addition, associated transit improvements and certain expenses associated with mobility management programs are eligible under the program. All preventive maintenance and up to 10 percent of the apportionment can be used to fund Americans with Disabilities Act complementary paratransit operations at the capital ratio.

PROGRAM SUMMARY SHEET REQUIREMENTS

FINANCIAL CAPACITY and MANAGEMENT	PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the 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 and FINANCIAL STATEMENTS	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 required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a capital item purchased by PTD on the subrecipients behalf 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. NCDOT will maintain the title documentation in its files. 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 entered into 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	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 general 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. Failure to submit reports on time will result in a reduction in the State Maintenance Assistance Program (SMAP).
OVERSIGHT	Oversight is performed through site visits by staff, proficiency reviews, system safety program reviews and reviews triggered as areas of concern. NCDOT Public Transportation Division maintains all procedures required for oversight in the NC Public Transportation Business Guide. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding.

PROGRAM SUMMARY SHEET REQUIREMENTS

OTHER REQUIREMENTS	Subrecipients must have a written policy for obtaining public comment for all fare increases and major service reductions. Fares charged to seniors, individuals with disabilities, or individuals presenting a Medicare card during nonpeak hours for transportation using or involving a facility or equipment financed with Section 5307 funds may not exceed 50 percent of the peak hour fare. Transit systems must certify that at least one percent of the apportionment is used for public transportation security projects unless all security needs are certified to have been met or other funding is being used for security needs. For 5307 subrecipients, the Budget Application Worksheet must be complete certifying that 1 percent will be spent on security. The percentage of matching funds required can be found in the in the State Management Plan.
REFERENCES	FTA Circular 9030.1E Award Management Requirements 5010.1E Third Party Contracting Guidance 4220.1F NC Public Transportation Business Guide 09 NCAC 03M Agreement Terms and Conditions Annual Certifications and Assurances NC PTD State Management Plan
UPDATES/REVISIONS	Original Date: 4/19/2018 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 M. Ennis, Director
DATE: August 26, 2021
SUBJECT: Salisbury-Rowan Community Foundation Grant

Micah Ennis, on behalf of Rowan County DSS, respectfully requests the approval of the Rowan County Board of Commission to submit the Salisbury-Rowan Community Foundation Grant application. The system in which the application is created has left the appearance of typographical errors in the printed version. Please disregard as these do not appear when submitted through the system.

ATTACHMENTS:

Description	Upload Date	Type
Salisbury-Rowan Community Foundation Grant	8/26/2021	Exhibit

2021 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

Applicant View

Applicant Summary

Organization Status Search	
Please search for your organization's legal name and current status by following these steps:Click on the data entry field that says "Select", and begin typing the organization name in the box that appears.As you type, the list of organizations will narrow, and you can select your organization from the list. Search tip: If your organization's name includes an "and" or "&", try interchanging these if you are having difficulty finding your organization. If your organization is found in the list, please select the name. The current due diligence status will appear - either Due Diligence Complete or Requires Fiscal Sponsor.If your organization does not appear, please select Organization Not Found from the top of the dropdown list. A status of Due Diligence Required will appear. Note: If you have received a grant from the Foundation in the past but do not find your name, due diligence renewal may be required.The Foundation will begin required due diligence processes once an application is fully submitted.	
***Organization legal name / Status:**	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146]Due Diligence Approval Completed
Organization Information	
Please re-enter the organization's legal name below, and enter the current mailing and contact information.	
***Organization legal name:**	Rowan County Department of Social Services
Organization AKA or DBA name:	Rowan One Church One Child (ROCOC)
***Mailing address:**	1813 E. Innes St.
Mailing address line 2:	
***Mailing city:**	Salisbury
***Mailing state:**	North Carolina
***Mailing county:**	Rowan County
***Mailing zip:**	28146
***Organization phone:**	704-267-7996
Organization web address:	www.rowancountync.gov/rococ
Application Contact Information	
***Salutation:**	Mrs.
***Contact first name:**	Donna
***Contact last name:**	Beaver
***Contact title:**	Rowan One Church One Child Coordinator
***Contact telephone number:**	704-267-7996
***Contact email address:**	donna.beaver@rowancountync.gov
***Is the contact person listed above also the executive director of the organization?**	No
***Salutation:**	Mrs.
***Executive director first name:**	Micah
***Executive director last name:**	Ennis
Supplemental Information	

2021 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

***EIN (please type in the following format: XX-XXXXXXX):**	56-6000336
***Attach a copy of your organization's current Board of Directors list:**	Rowan One Church One Child Advisory Board.pdf
Project Request Information	
***Project title: (8 word max.)**	New Essential Living Items for Safeguarding Rowan's Neglected Children
***Total project budget:**	$47,350.00
***Grant request amount:**	$9,850.00

Organization Overview

Organization Overview	
***Organization mission:**	ROCOC partners with RCDSS, churches, foundations, citizens, and community partners to be agents of change: improving the lives of Rowan County children and teenagers who are victims of trauma due to child neglect and abuse; providing life necessities for children in the care of parents or relatives who seek to provide a loving, stable, healthy, and protective home environment; keeping birth families intact; breaking the multi-generational cycle of abuse or neglect; decreasing the need for parents to seek alternative ways to relieve stress or earn income through illegal activities and placing children at higher risk for further trauma.
***Organization core services: (100 word max.)**	ROCOC provides children and teenagers with new beds, chests of drawers, car seats, high chairs, strollers, smoke and carbon monoxide detectors, personal hygiene items, underwear, socks, diapers, baby wipes, and school supplies. ROCOC also purchases used appliances for families. Children, teens, and their caregivers can visit the ROCOC Assistance Center to receive gently used and/or new clothes, shoes, school uniforms, household items, cookware, flatware, small appliances, dishes, books, toys, baby items, blankets, comforters, sheets, and towels. FAMILIES ARE NEVER CHARGED FOR THESE ITEMS. ALL ASSISTANCE IS FREE TO FAMILIES.
***Please provide the estimated number of volunteers for your organization (specific to your local unit, if applicable).**	100

***Please provide a brief description as to how you engage volunteers to further your mission.**	Volunteers are trained and empowered to recruit new member organizations through personal contact. Volunteers inform groups to which they belong and neighboring churches about our mission, seeking to recruit new member groups and increase community donor support from Rowan County businesses, citizens, and community partners.Volunteers have specific duties at the ROCOC Assistance Center. Volunteers greet donors, process, and log their donations. Volunteers also assist clients with securing life essential items and log items that the clients receive. Volunteers sort and process donations placing them in the proper location at the Assistance Center.Each partnering church chooses a church coordinator who plans at least one yearly event to support ROCOC. The coordinator relays information about ROCOC to the congregation and strives to keep the mission of ROCOC in the forefront of people's minds.ROCOC board members meet three times yearly to review donation and expenditure reports and to recruit a committee to plan, execute, and facilitate the annual celebration banquet held in April and the fall coordinators, pastors, and volunteers meeting in October. Board member responsibilities include: community advocacy, educating the community about the mission of ROCOC and the needs of children; recruiting new member congregations; and developing program policy.

COVID19 Impact

2021 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

***Describe how the COVID-19 outbreak and its social, health and economic impacts affect the population you serve and/or your organizations operations. (250 word max.)**	For much of the time between March of 2020 and July of 2021, ROCOC remained closed to clients and volunteers. During this time, clients continued to receive many life essentialssuch as beds, car seats, and smoke and carbon monoxide detectors, as items were ordered and delivered directly to homes. Rowan County DSS Social Workers, as essential workers, continued to work with families in homes and at the DSS office. They picked up items at the ROCOC Assistance Center to assistfamilies in their caseloads. Since families were unable to visit the center to choose items on their own,the center was unable to assist as many families as usualin 2020. Weassisted 1208 children in 2019anda little over 500 children in 2020..The majority of assistance center volunteers decided to retire their services when the pandemic began. A few of them returned in July of 2021. A search for new volunteers found a few more. However, more volunteers are needed at the center. The ROCOC Advisory Board, that normally meets 3 times per year, met in September2020 and in June 2021. Manychurch partners did not meet during the pandemic, so many church coordinators were unable to involve their congregations in projects to support ROCOC.
***As you navigate reopening and innovating, what adaptations will you make in the upcoming year due to COVID-19? (250 word max.)**	During the slower and quieter times at the ROCOC center, DSS staff worked to reorganize the center to make it more inviting and easily accesible to families. The center is organized in a way to minimize a family'stime chosing needed items and to maximize social distancing. Social worker procedures for referring clients to the center were also streamlined.Hand sanitizer and masks are available to anyone coming into the center. DSS staff and volunteers work to keep the center clean and organized. Every effort will be made to ensure that families feel safe at the ROCOC center, so that more Rowan County children can be assisted during the remainder of 2021.Donna Beaver, ROCOC Coordinator, will continue to reach out to partner churches, individuals, and other community partners to encourage them to stay connected to ROCOC.

***Describe how the COVID-19 pandemic has affected your organization's financials. (250 word max.)**	Donations from churches, individuals, and community partners decreased from $40,539 in 2019to $33,621 in 2020. Main Street UMC, ROCOC's host congregation, disbanded in 2020, The church membersprovided money to Weslyan Property Management to allow ROCOC to stay in the current location for 2 years. We are currently looking for a new location.In September 2020, ROCOC received a COVID grant of $20,000 from Cardinal Innovations. Since donations were down, this money was used to purchase life essential items to stock the center for reopening to clients. The COVID grant money was completely spent by June of 2021. Donations from church partners, individuals, and community partners continues to be lower than usual. From January 2021 through July 2021, ROCOC received only $6697 in donations.In 2019, ROCOC received $39,000 from foundation grants. In 2020, ROCOC received $37,000 from foundation grants, including the COVID grant. Because ROCOC did not have a full time coordinator on site during part of the pandemic, some of the grant deadlines were missed in 2020 and early 2021.

Project Description

***Please choose one investment area that your project will address:**	Human Service
***Please choose a human services result area:**	People overcome life obstacles (e.g. substance abuse criminal history psychological trauma) and become productive members of society
***Brief project summary: (50 word max.)**	ROCOC provides beds/life essential items for children receiving child protective services. DSS receives no government funds for these services. Items are provided free to caregivers who receive no funding assistance, maintaining the child with the birth family, preventing the child from foster care placement, thus strengthening the family and community.
***What is the geographic service area being served, such as neighborhood, county-wide, etc.?**	Rowan County, NC - county-wide

2021 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

***If this grant supports a particular ethnic group, please select the primary ethnic group served. If not, select "Not ethnicity specific".**	Not Ethnicity Specific
***If this grant supports a particular age group, please select the primary age group served. If not, select "Not age specific".**	Not Age Specific
***Describe your project and expenses in detail. (200 word max.)**	ROCOC and its community partners seek to improve the lives of children experiencing trauma due to neglect or abuse by assisting social workers in their mission to: keep families intact; ensure the safety and well-being of Rowan County children; meet the physical needs of children and teenagers whose birth parents are struggling and relatives who are providing care for children.During the grant year, funds will be used to purchase the following for children actively receiving child protective or or other services from the DSS Children's Division:new age appropriate beds to prevent unsafe and dangerous sleeping arrangements that could result in the death or injury of a child.new car seats for child safety.used appliances, providing clean clothes and properly prepared food.chests of drawers.lock boxes for medicine, guns, and ammunition.
***Detail the project timeline. Include key milestones and dates, where applicable. (150 word max.)**	From November 2006-July 2021:Over 10,000 times children received assistance from ROCOC.Over 3500 purchases were made for children.Over 6200 star tree Christmas gifts were given to children.Over 18,500 times assistance was given to children.Over 6000 material donations were received.Over $300,000 was spent on children.Over $310,000 in monetary donations were received.Over $475,000 in total financial contributions were received from individuals, foundations, businesses, civic groups, and churches. (Note: This figure does not include the many material gifts and volunteer hours that have been donated.

***What makes your organization unique and effective, as compared with other organizations working in your geographic area with similar populations? What is your organization doing to limit duplication or overlapping services? (200 word max.)**	There are no other programs in Rowan County that assist children and teenagers who are receiving child protective or foster care services from RCDSS Children's Services Division, due to abuse, neglect, or dependency, with beds and other life essentials at no cost to the birth parent or relative caregiver. There is no duplication of these services in Rowan County. If, in the future, a duplication of services is found, Mrs. Beaver, ROCOC, Coordinator, will work with the other agency to coordinate efforts to assist children.
***Do you need licensing, zoning or other regulatory approval to conduct the project?**	No
***Is your organization working in partnership with one or more organizations?**	No

Results Description

***What results are you committed to achieving during the grant period? What metrics will you use to evaluate whether your project is successful? (100 word max.)**	The goal of ROCOC is to assist RCDSS social workers in establishing a safe environment for children by meeting the families' basic needs, keeping children with birth parents or relatives, and decreasing the need to place children in foster care. The project will provide approximately 345 beds, 62 car seats, 126 used appliances to families. If fully funded, this grant will provide approximately 30 beds, 20 car seats, and 10 new chests of drawers.RCDSS tracks case progress, number of children entering foster care,and outcomes for every child. ROCOC tracks types of purchases made and the number of children assisted.
***How many participants will you serve?**	1000
***What percentage of participants do you expect to achieve the results (enter a value up to 100% include the percentage sign in your response)?**	95%
***Explain how you arrived at the numbers above (50 word max.):**	Based on our tracking systems, at least 95% of children receive requested life essential items from ROCOC.

***Who is the person (or persons) who will lead this project? What factors in that leader most predict success? (100 word max.)**	Donna Beaver, who became the ROCOC Program Coordinator in January 2021, has 17 years of experience working in many areas of Rowan County DSS. The ROCOC center was closed to families through June 2021 due to COVID -19. Mrs. Beaver used this time to become familiar with the programs's protocols and business ledgers. Mrs. Beaver has been reaching out to church and community partners to ensure continued and growing support of the ministry. Mrs. Beaver continues to recruit new volunteers for the ROCOC Assistance Center. With assistance from leaders at RCDSS, Mrs. Beaver continues to update protocols as needed.
***What have you achieved in the past three years that contributes to your organization's success? (100 word max.)**	Since the beginning of 2018, ROCOC has spent $191,752 for beds and other life essentials for Rowan County children and their families. Because of this assistance, children have been able to remain with their birth families or with relative caregivers, decreasing the number of children in foster care and reducing trauma for children.

Financials and Project Budget

Financials	
***Annual operating budget:**	$47,350.00
***Please attach your organization's annual budget for the current fiscal year, including income and expenses.**	Budget July 21-June 22.pdf
***Please attach your organization's annual budget for the previous year, including income and expenses.**	Budget July 20-June 21.pdf
***Net assets of organization (as reported on 990):**	$64,792.00
***Does your organization conduct an audit?**	Yes
***What is the most recent audit date?**	6/30/2021
Project Budget	
Please open and read the Project Budget Instructions before completing the budget template.	
Once you have read the instructions, download the budget template.Complete the template and save it as a PDF file on your computer. Once saved, click the browse button and attach the PDF file to your application. To learn more about converting a file to PDF, click on the Creating PDFs tab on the bottom of your dashboard page.	
***Upload complete project budget**	Project Budget Template_Rev 2019.pdf

***If you were to receive partial funding, how would this impact your ability to accomplish your goals? (100 word max.)**	Due to the pandemic, many people have suffered a loss or decrease of income. Therefore, donations to ROCOC are decreasing. If this grant is not fully funded, ROCOC may not be able to meet all of the requests for life essentials for Rowan County children. It is expected that requests from families will increase. Many children who have suffered abuse and neglect will not have the things that they need to remain safe and healthy in their own homes or in homes with relative caregivers. Without these life essentials, more children may end up in foster care.

Submittal Page

Certification	
***Do you certify that the executive director and board of directors have approved submittal of this grant request, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be adhered to?**	
***Signature of representative requesting grant:**	

Rowan One Church One Child Advisory Board

Alexis Allen

Roxie Cashwell

Robyn Earnhardt

Micah Ennis

Carolyn Holt

Garrison Jones

Robbin McEntire

Jim Miller

Beverly Mobley

Nadean Quarterman

Laurie Ridenhour

Josh Stutts

Deena Tatum

Donnie Walser

ROCOC Financial Statement July 2021-June 2022

Income

	Actual through 7/21	Anticipated 8/21-6/22
Church Donations	$ 1,252.96	$ 6,647.04
Salisbury-Rowan Community Grant		$ 9,850.00
Other grant requests that have been or will be submitted		$ 26,800.00
Individual Donations	$ 111.00	$ 2,489.00
Organization Donations		$ 200.00
Total	$ 1,363.96	$ 45,986.04
Carryover from June 30, 2021	$62,664.94	

Expenses

	Actual through 7/21	Anticipated 8/21-6/22
Beds & Mattresses	$ 722.12	$ 17,277.88
Furniture	$ 387.32	$ 3,662.68
Used Appliances		$ 1,000.00
Strollers		$ 500.00
Car Seats	$ 220.88	$ 3,779.12
Utilities/Rent		$ 2,500.00
Food Cards		$ 500.00
Other - socks, underwear, diapers, wipes, clothes, toiletries, sheets, pillows, lock boxes, door alarms, pesticides, cleaning supplies	$ 360.22	$ 16,439.78
Total	$ 1,690.54	$ 45,659.46

It is expected that requests for assistance will increase as the COVID pandemic restrictions have eased and ROCOC is now open to families.

ROCOC Financial Statement July 2020-June 2021

Income

Church Donations	$8,488.17
COVID 19 Grant from Cardinal Innovations	$20,000
Salisbury-Rowan Community Grant	$1,000
Individual Donations	$5,719
Organization Donations	$200
Total	$35,407.17
Carryover from June 30, 2020	$62,664.94

Expenses

Beds & Mattresses	$12,616.04
Furniture	$1,238.32
Used Appliances	$360
Strollers	$59.18
Car Seats	$685.46
Utilities/Rent	$412.99
Food Cards	$1,000
Other - socks, underwear, diapers, wipes, clothes, toiletries, sheets, pillows, lock boxes, door alarms, pesticides, cleaning supplies	$16,907.21
Total	$33,279.20
Balance as of 6/30/2021	$64,792.91

Note: The COVID Grant money was spent to purchase beds, car seats, clothing, sheets, pillows, diapers, wipes, toiletries, cleaning supplies to be kept at the ROCOC center. By the end of July 2021, most of these items were taken to families in need.

2021 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

Project Budget Template

Rowan County Department of Social Services/Rowan One Church One Child

SECTION ONE: PROJECTED INCOME			
Funding Sources	**Amount**		**Are Funds Requested or Committed?**
This Grant Program	$	9,850.00	Requested
First United Church of Christ	$	2,800.00	Requested
Uwharrie District of the UMC-request in next cycle	$	11,000.00	Requested
Woodson Family Foundation - request in next cycle	$	8,000.00	Requested
Robertson Foundation - request in next cycle	$	5,000.00	Requested
Donations from Churches - anticipated	$	7,900.00	Requested
Donations from individuals, businesses, and organizations - anticipated	$	2,800.00	Requested
	$	-	
	$	-	
Total Income	$	47,350.00	

SECTION TWO: PROJECTED EXPENSES				
Expense Item	**Amount**		**Amount from This Grant Program**	
Beds & mattresses (pack n plays, cribs,	$	18,000.00	$	8,350.00
toddler, twin, and full)				
Used appliances and furniture	$	5,050.00	$	500.00
Utilities, rent, food or gas assistance	$	3,000.00	$	-
Car and booster seats	$	6,300.00	$	1,000.00
Other items (diapers, wipes, underwear,	$	15,000.00	$	-
personal hygiene, baby formula, high chairs,	$	-	$	-
socks,baby gates, strollers, child safety	$	-	$	-
items, pesticides)	$	-	$	-
Total Expenses	$	47,350.00	$	9,850.00

Note: The total income (B15) must match the total expenses (B28).

If necessary, please include any clarifying information about the project budget.

Note: Anticipated deviations from any line item of this budget require a reallocation request to be approved by the Foundation before the funds are reallocated. Please submit requests in writing to the Foundation.

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:	8/26/2021
SUBJECT:	Mid-Carolina Regional Airport Holiday Observance

Currently the airport is only unattended on Christmas Day and staffed all other days, including holidays from 8am-8pm. Request to add Thanksgiving Day as unattended.

Approve for Mid-Carolina Regional Airport to be unattended on Thanksgiving Day.

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 M. Ennis, Director
DATE: August 26, 2021
SUBJECT: Position Change Request

Micah Ennis, on behalf of Rowan County DSS, is respectfully requesting consideration of the attached request to approve county funding for the non-federal share (25%) of an Income Maintenance Caseworker III position that was approved for FY2020 with the expectation that there would be 100% reimbursement, which did not materialize. Details of the request is included in the attached exhibit.

ATTACHMENTS:

Description	Upload Date	Type
Narrative and Cost Worksheet	8/26/2021	Exhibit

ROWAN COUNTY **2022 BUDGET YEAR**

EXPANSION NARRATIVE

Department Name		Department Number	
Position Title	INCOME MAINTENANCE CASEWORKER III	Total Cost from Position Request; including wages, benefits and supplies/equipment	$ 24,887

Justification *(please type in space below)*

For FY2020, 2 positions of Income Maintenance Caseworker III were approved with the expectation that the county portion of the positions would be covered by local hospitals (CMC Northeast, now Atrium, for position number 190010 and Novant Health for position number 190011). The agreement with CMC Northeast/Atrium was developed successfully, but no agreement was reached with Novant Health. Because of the demand for Income Maintenance Caseworkers in Adult Medicaid, it appears judicious to make use of this position. This position would not be dedicated to Novant Health. This entire position has been approved and budgeted with the understanding that we would receive 100% reimbursement. This request is for county funding for the non-federal share of 25%, which is illustrated in this cost worksheet.

ROWAN COUNTY **2022 BUDGET YEAR**
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

Key in gray sections only

Department Name	SOCIAL SERVICES				
Position Title	INCOME MAINTENANCE CASEWORKER III				
Hours *(per week)*	40	Increase	$ 24,887.00	Grade	15
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		No

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 11,396.86	$ -	$ -	$ 11,397.00
Health Insurance	$910 / Mo	10,920.00	-	-	10,920.00
Medicare	1.45%	166.00	-	-	170.00
Retirement	11.41%	1,301.00	-	-	1,310.00
Social Security	6.20%	707.00	-	-	710.00
Workers Comp (Varies)	0.25%	29.00	-	-	30.00
401(k)	3.00%	342.00	-	-	350.00
Total Salary / Benefits		24,861.86	-	-	24,887.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 24,861.86	$ -	$ -	$ 24,887.00

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: 8/26/2021
SUBJECT: Airport Fuel Discount Program

Update to current fuel discount program to clarify discount process. Also, places the top discount amount at $0.50 off per gallon. The new program will become effective January 1, 2022. Current enrollees will receive their 2022 discount based of the previous structure.

Approve for implementation effective January 1st, 2021.

ATTACHMENTS:

Description	Upload Date	Type
Fuel Discount Program	8/26/2021	Exhibit

Fuel Discount Program

AVGAS

- $0.10 discount applied to single fuel purchase of 50 gallons or more

JET FUEL

Transient Aircraft

- $0.10 discount applied to single fuel purchase of 1,000 gallons or more

Based Aircraft

This program is limited to aircraft owners whose aircraft are based at Mid-Carolina Regional Airport, and for which Rowan County receives personal property tax. Governmental entities are not eligible.

- **Enrollment:** In order to participate in the program, based tenants must complete the enrollment process with the FBO.

- **First Year:** From enrollment date until December 31st of that calendar year the discount amounts will be applied as the gallons purchased increase. The total gallons purchased as of December 31st will set the discount level the tenant continues at for the entirely of the following calendar year.

- **Second Year and Beyond:** Gallons purchased from January 1st through December 31st of each calendar year determine the retail price discount amount set for the entirety of the following calendar year.

Gallons Purchased During Calendar Year	Retail Price Discount for Proceeding Year
5,000- 6,999	$0.10
7,000- 9,999	$0.20
10,000-14,999	$0.30
15,000-19,999	$0.40
20,000 and above	$0.50

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Shane Stewart
DATE:	August 27, 2021
SUBJECT:	Schedule Public Hearing for Z 06-21: Ruth Fisher, for September 20, 2021

Ruth Fisher et al. are requesting the rezoning of an approximate 62 acre portion of an 233 acre tract identified as Rowan County Parcel ID 049-003 located at Willow Creek Dr. and Jacobs Lambe Ln. from 85-ED-2 to Rural Agricultural (RA) [see map].

No one spoke at the Planning Board Courtesy Hearing.

Schedule public hearing for September 20, 2021.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	8/27/2021	Exhibit
GIS Map	8/27/2021	Exhibit
Application	8/27/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
AUGUST 26, 2021
STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 06-21

Request: Rezone approximately 62 acre portion of tract from 85-ED-2 to Rural Agricultural (RA)

Parcel ID: part of 049-003

Location: Jacobs Lambe Ln.

Lot size: 62 AC portion of approximate 233 AC tract

Owner / Applicant: Ruth Fisher et al.

Watershed: N/A

Floodplain: Approximately .42 acres in AE Flood Zone (NW corner of rezoning area)

Existing Improvements: None

REQUEST

Ruth Fisher et al. are requesting the rezoning of an approximate 62 acre portion of an 233 acre tract identified as Rowan County Parcel ID 049-003 located at Willow Creek Dr. and Jacobs Lambe Ln. from 85-ED-2 to Rural Agricultural (RA) [see map]. The resulting zoning boundary would extend from Willow Creek Dr. to the railroad track and surround six (6) existing RA zoned residential lots with five (5) residences of the Lambe family. Conversations with one of the owners suggest the family intends to maintain the portion of property south of the railroad for residential use for members of the Lambe family while the approximate 70 acre portion north of the railroad in the county zoning jurisdiction will remain 85-ED-2. The other approximate 101 acres of the subject parcel is located west of I-85 in Spencer's Zoning Jurisdiction.

CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

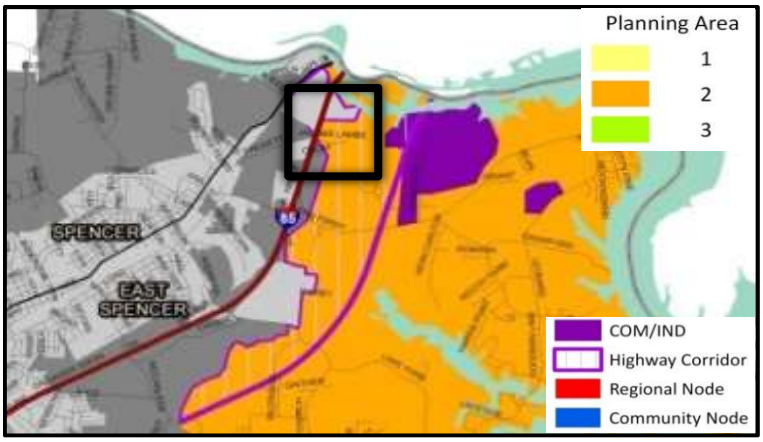
RA – This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of non-residential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other non-residential uses deemed appropriate through a special use permit process. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed non-residential uses. The most intensive land uses would not be allowed in this district.

CONFORMITY WITH ADOPTED PLANS /

Eastern Area LUP

- Located in Area 2 – Lands adjacent to municipalities and near High Rock Lake.

- Located in Highway Corridor for I-85: Property is located adjacent to I-85 near the end of Willow Creek Dr.



COMPATIBILITY OF USES The RA district is consistent with the six (6) interior lots and the family's interest in future conveyances for residential purposes. The railroad to the north, drainage feature just beyond the eastern property boundary, and the property line to the south provide a reasonable boundary for the RA limits considering the distances to existing residences. Currently, this portion of property is primarily wooded with some acreage being used as cropland.

CONDITIONS IN THE VICINITY **See Enclosed Map –**

North

- Rail spur to Duke Energy Buck Plant; Piedmont Natural Gas Pipeline; 85-ED-2 zoned property.
- Motorcycle track at the end of Willow Creek Dr. on Parcel ID 049-001 in Spencer's zoning jurisdiction; Yadkin River.

South

- 83 acre wooded tract identified as Parcel ID 051-070 zoned 85-ED-2 and C-85 by Spencer.
- Large wooded area extending from rezoning boundary to residences along Long Ferry Rd (8/10 mile).

East

- 48 acre wooded tract identified as Parcel ID 049-021 owned by the State of North Carolina zoned 85-ED-2.
- Starnes Farm (poultry houses / cropland) located at 399 Stoner Morgan Rd. approximately 775 feet southeast.
- Duke Energy's Buck Power Plant at 1385 Dukeville Rd.

West

- I-85; Innospec Performance Chemicals at 500 Hinkle Ln.; Former Manufactured Home Park off Nuggett Ln. Odom Dr.; Spencer Zoning Jurisdiction.

POTENTIAL IMPACT ON ROADS Jacobs Lambe Lane is a private, gravel driveway serving five (5) residences that should well serve other future family lots. Per the Rowan County Subdivision Ordinance, only divisions of land among immediate family members may occur due to the properties limited amount of public road frontage.

Willow Creek Dr. is a state maintained road (SR 2180) serving the residences along Jacobs Lambe Ln., the motorcycle track, two (2) other residences, and a secondary entrance for Rusher convenience store at 1190 Long Ferry Road recently completed. This request should not present an impact on existing roads.

POTENTIAL IMPACT ON SCHOOLS 85-ED-2 does not permit residential uses while the RA district does. However, this request should have minimal impact on school capacity.

POTENTIAL IMPACT ON UTILITIES Future residences will rely on individual on-site well & septic systems. Public water / sewer are available at Long Ferry Road, which is approximately one (1) mile away. Innospec is served by public utilities but is located west of I-85.

DECISION MAKING In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the board "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

PROCEDURES The Board of Commissioners must develop a statement of consistency / reasonableness describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest.

AUGUST 23, 2021 PLANNING BOARD MEETING No one spoke during the hearing. The Planning Board voted unanimously (8-0) to recommend approval of the request as presented. The Board's recommended statement will be made available prior to the public hearing.

STAFF COMMENTS Absent the six (6) interior residential lots, this request would not be conducive to RA zoning. Coupled with the rail spur and the adjacent drainage feature to the east, commercial development would be challenging on the available parcel configuration.

Z 06-21: Ruth Fisher et al.

ROWAN COUNTY
NORTH CAROLINA
Be an original.

County Zoning

- RA
- IND
- RA-AO
- 85-ED-2

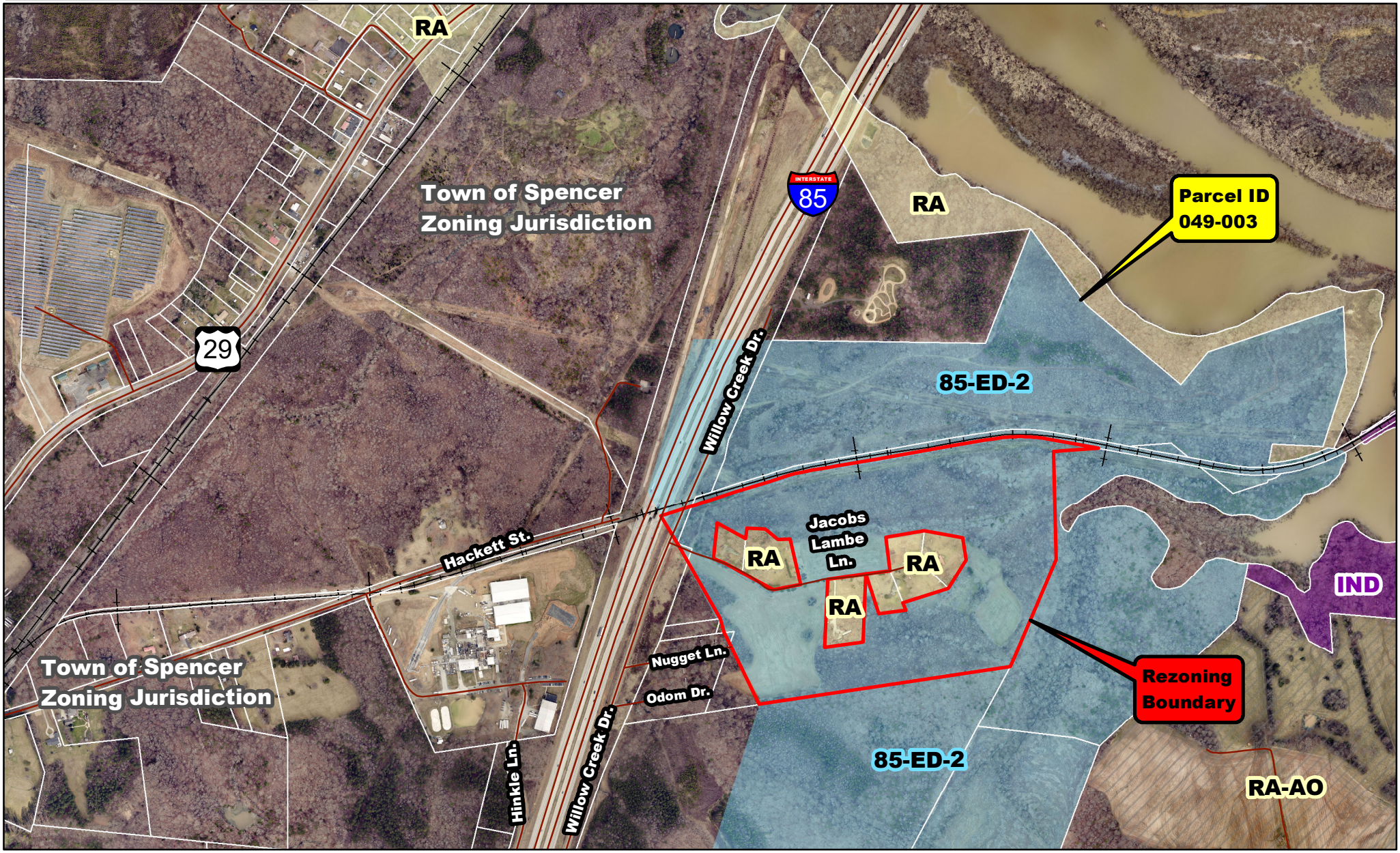
- Rezoning Boundary
- Parcel ID 049-003
- Parcels
- Spencer Zoning Jurisdiction
- Roads
- Rail

Feb. / Mar. 2021
Aerial Imagery

0 425 850 Feet

N

Prepared by RC Planning Department: August 11, 2021



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

Case # Z 6-21
Date Filed 8/5/21
Received By SAS
Amount Paid $300.00 ck# 1402

Office Use Only

Enerson Z-016384-2021

REZONING APPLICATION

OWNERSHIP INFORMATION: Ruth L Fisher ETAL

Name: Heirs of Mary Hedrick Lambe

Signature: Ruth Lambe Fisher

Phone: 704-636-2311 Email: jfisher22@carolina.rr.com

Address: 6301 Long Ferry Rd. Salisbury NC 28146

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

Name: Same

Signature: _____

Phone: _____ Email: _____

Address: _____

PROPERTY DETAILS:

Tax Parcel(s): 049 003 (part) Size (sq.ft. or acres): Apx 62 AC

Property Location: Jacobs Lambe Lake

Current Land Use: Industrial

Date Acquired: 11-28-2003 Deed Reference: Book DC 83 Page 1075

REQUEST DETAILS:

Existing Zoning District 85-ED-2 Requested Zoning District RA

If requesting a conditional zoning district, list proposed use or uses:

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

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Ruth Lambe Fisher For The Heirs of Mary Hedrick Lambe, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Ruth Lambe Fisher For The Heirs of Mary Hedrick Lambe

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: 704-636-2311

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

STATE OF _____ **COUNTY OF** _____

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

My commission expires_____, 20 _____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 8/23/21 3. Notifications Mailed: 8/12/21 4. Property Posted: 8/11/21 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Shane Stewart, Assistant Planning Director
DATE:	August 27, 2021
SUBJECT:	Schedule Public Hearing for Z 07-21: Carolyn Withers, for September 20, 2021

Property owner Carolyn Withers is requesting the rezoning of approximately 3.54 acres of her 23 acres identified as Rowan County Parcel ID 334-055 and part of 334-011 located at 1055 Withers Rd. Salisbury from Manufactured Home Park (MHP) to Commercial, Business, Industrial (CBI).

No one spoke at the Planning Board Courtesy Hearing.

Schedule public hearing for September 20, 2021

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	8/27/2021	Exhibit
GIS Map	8/27/2021	Exhibit
Application	8/27/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
AUGUST 26, 2021
STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 07-21

Request: Rezone approximately 3.54 AC from MHP to CBI

Parcel ID: 334-055 & part of 334-011

Location: 1055 Withers Dr

Lot size: 334-055 (1.7 AC).

334-011 (21.2 AC)

Owner / Applicant: Carolyn Withers

Watershed: WSIV PA (Yadkin River)

Floodplain: N/A

Existing Improvements: 1 single family residence and 1 double-wide manufactured home

BACKGROUND In response to the 1989 county mobile home park ordinance, property owner Charles Withers registered his existing five (5) space park known as Withers Park at the 400 Block of Goodson Rd. Most existing parks and properties containing two (2) or more manufactured homes on the same parcel were zoned Manufactured Home Park (MHP) during the 1998 countywide zoning designation. At the present time, two (2) single-wide mobile homes are abandoned, one (1) double-wide is slated for renovation (according to the owner), and one (1) single family dwelling are located within the MHP zoned area.

Conversations with current property owner Carolyn Withers (Charles' daughter) indicate she is not interested in retaining the park and will remove the two (2) abandoned homes.

REQUEST Ms. Withers is requesting the rezoning of approximately 3.54 acres of her 23 acres identified as Rowan County Parcel ID 334-055 and part of 334-011 located at 1055 Withers Rd. Salisbury from Manufactured Home Park (MHP) to Commercial, Business, Industrial (CBI).

CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

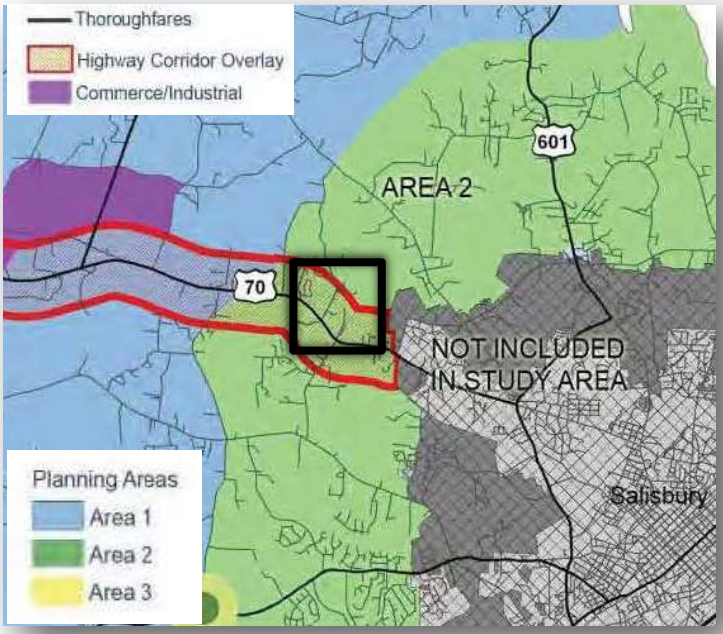
CBI – This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and / or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community / regional / potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water / sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

CONFORMITY WITH ADOPTED PLANS /

Western Area LUP

- Located in Area 2 – Areas adjacent to municipalities. Encourage medium density residential development; mixed use.

- Located within Highway Corridor Overlay for Statesville Blvd. (US 70) [½ mile from highway]. Encourage commercial and industrial uses having transportation dependency due to rail availability and US Highway.



COMPATIBILITY OF USES

With few exceptions, the 3.4 mile Statesville Blvd. corridor (approximately ½ mile north and south of highway) extending from Salisbury's Zoning jurisdiction at Enon Church Rd. to NC 801 Hwy. is zoned CBI, which represents approximately 1,642 acres.

MAJOR GROUP	INDUSTRY GROUP	MHP	CBI
Residential		Permitted	Permitted
Construction		Not Permitted	Permitted
Mining		Not Permitted	Not Permitted
Manufacturing		Not Permitted	Most Permitted
	"Heavy Impact Uses"	Not Permitted	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Not Permitted	Most Permitted
Wholesale Trade		Not Permitted	Permitted
Retail Trade		Not Permitted	Permitted
Finance, Ins., & Real Est.		Not Permitted	Permitted
Services		Not Permitted	Permitted
	Misc. Amusement & Rec.	Not Permitted	Permitted
Public Admin.		Some Permitted	Permitted

Generalized Groupings:
Permitted: 100-75% Most: 75-50% Some: 50-25% Not Permitted: 25-0%

Source: Section 21-113 Table of Uses

CONDITIONS IN THE VICINITY

See Enclosed Map –

North

- Hickory Hill Estates – 26 lot manufactured home subdivision zoned Rural Agricultural (RA).
- Primrose Acres / Glen Ray Heights – 37 lot single family subdivisions zoned Residential Suburban (RS).

South

- Single family residences along Goodson Rd.; Residential uses along Hurley School Dr. and Henkle Craig Farm Rd.
- Highland Trailer Court – 17 space manufactured home park zoned MHP.

East

- Very large wooded area comprised of several large, vacant lots.

West

- Single family residences; wooded properties.
- Greenleigh – 109 lot single family subdivision zoned RS.

POTENTIAL IMPACT ON ROADS

Goodson Road (SR 1954) –

- Classified as a minor thoroughfare.
- Most recent Annual Average Daily Traffic (AADT) count collected in 2015 between Statesville Blvd. and Henkle Craig Farm Rd. estimate 870 vehicle trips along this section, with a historical high of 1,100 in 2005.
- Comprehensive Transportation Plan (CTP) estimates road capacity at 14,100 AADT, which represents a figure primarily based on pavement width and speed limit rather than a single measure of assessing the road's operational capacity.
- This request should have minimal impact on Goodson Rd.

POTENTIAL IMPACT ON SCHOOLS

N/A. Both districts permit residential uses at the same density.

POTENTIAL IMPACT ON UTILITIES

Potential property uses will rely on private well and septic systems.

DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the board "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. A statement analyzing the reasonableness of the decision is also necessary.

AUGUST 23, 2021 PLANNING BOARD MEETING

No one spoke during the hearing. The Planning Board voted unanimously (9-0) to recommend approval of the request as presented. The Board's recommended statement will be made available prior to the public hearing.

STAFF COMMENTS

Since this parcel is no longer used as a park, the property should be rezoned to an appropriate district that represents both the current uses while considering the surrounding districts.

Z 07-21: Carolyn Withers

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Zoning
RS
MHP
RA
CBI

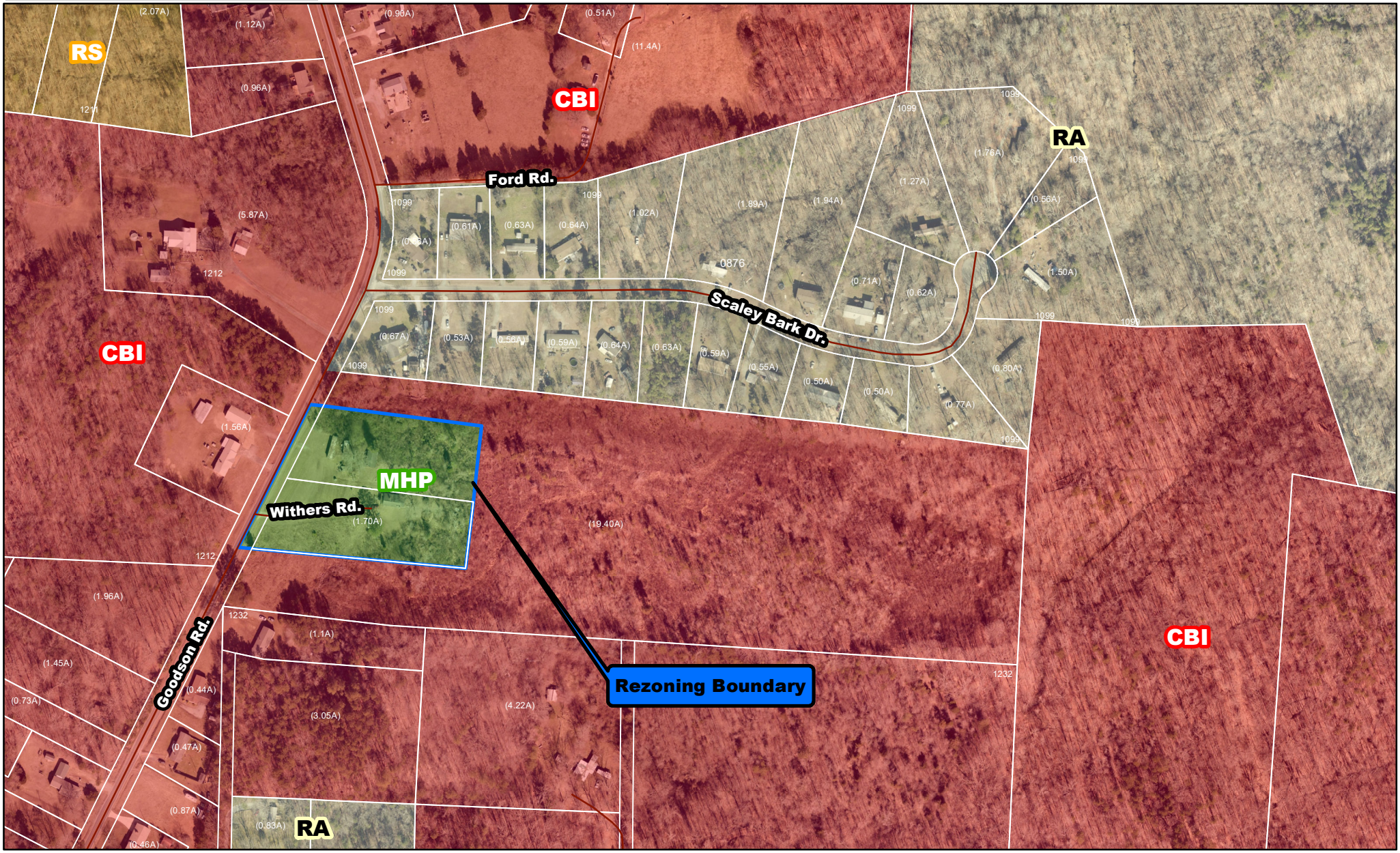
Rezoning Boundry
Parcels
Roads

Feb. / Mar. 2021
Aerial Imagery

0 150 300 Feet

N

Prepared by RC Planning Department: August 11, 2021



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

Case # Z 07-21
Date Filed 8/6/21
Received By SAS
Amount Paid $300.00 debit

Office Use Only

Z-016386-2021

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Carolyn T. Withers
Signature: C T. W
Phone: 980-333-1980 Email: cwithers29@live.com
Address: 1055 Withers Road Salisbury NC 28147

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

Name: SAME AS
Signature: _____
Phone: _____ Email: _____
Address: _____

PROPERTY DETAILS:

Tax Parcel(s): 334-055 / 334-011(PT) Size (sq.ft. or acres): Apx 3.54 AC
Property Location: 1055 Withers Road Salisbury NC 28147
Current Land Use: Residental
Date Acquired: _____ Deed Reference: Book _____ Page _____

REQUEST DETAILS:

Existing Zoning District MHP Requested Zoning District CBI

If requesting a conditional zoning district, list proposed use or uses:

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

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

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

STATE OF _____ **COUNTY OF** _____

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

My commission expires_____, 20 _____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 8/23/21 3. Notifications Mailed: 8/12/21 4. Property Posted: 8/11/21 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

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: 09/07/2021
SUBJECT: Purchase of Equipment for Landfill

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Carolina CAT / dba Carolina Tractor has agreed to extend to the County the same price and terms set forth in their contract with the Sourcewell (Contract #032119-CAT) for the purchase of a 2021 Caterpillar 963 Track Loader and a 2021 Caterpillar D6 Dozer. The Track Loader is $379,331.48 and the D6 Dozer is $433,811.27 and will be used at the landfill. The total cost for this equipment is $813,142.72.

Attached is the awarded Dealers page from the Sourcewell Bid Award and pricing sheets for the equipment from Carolina CAT / dba Carolina Tractor. The bid documents are on file in the Purchasing Office. The purchase of this equipment is within the approved fiscal year 2022 budget.

The Environmental Management Department and the Purchasing Department recommend that the contract be awarded to Carolina CAT / dba Carolina Tractor for the purchase of a Caterpillar 963 Track Loader and a Caterpillar D6 Dozer at a cost not to exceed $813,142.72.

ATTACHMENTS:

Description	Upload Date	Type
Equipment Purchase for Landfill	8/27/2021	Backup Material

Sourcewell

Sourcewell Awarded Contract

Caterpillar Inc.

New & Used Construction & Paving Equipment, Parts, Service, & Rental

#032119-CAT

Maturity Date: 05/13/2023

Products & Services

Products & Services

Sourcewell contract 032119-CAT gives access to the following types of goods and services:

- Motor graders
- Backhoe loaders
- Wheel loaders
- Skid steer, multi-terrain, & compact track loaders
- Dozers, fire dozers & tracked loaders
- Track excavators, wheel excavators, & material handlers
- Landfill equipment
- Articulated trucks, rigid frame trucks, & wheel tractor scrapers
- Telehandlers
- Pavers, compactors, cold planers, & reclaimers
- Work tools & attachments
- Used equipment, rentals, parts, & service

Locate a Dealer

Additional information can be found on the vendor-provided, nongovernment website at: cat.com/en_US/by-industry/governmental-local-state/coop-purchasing

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

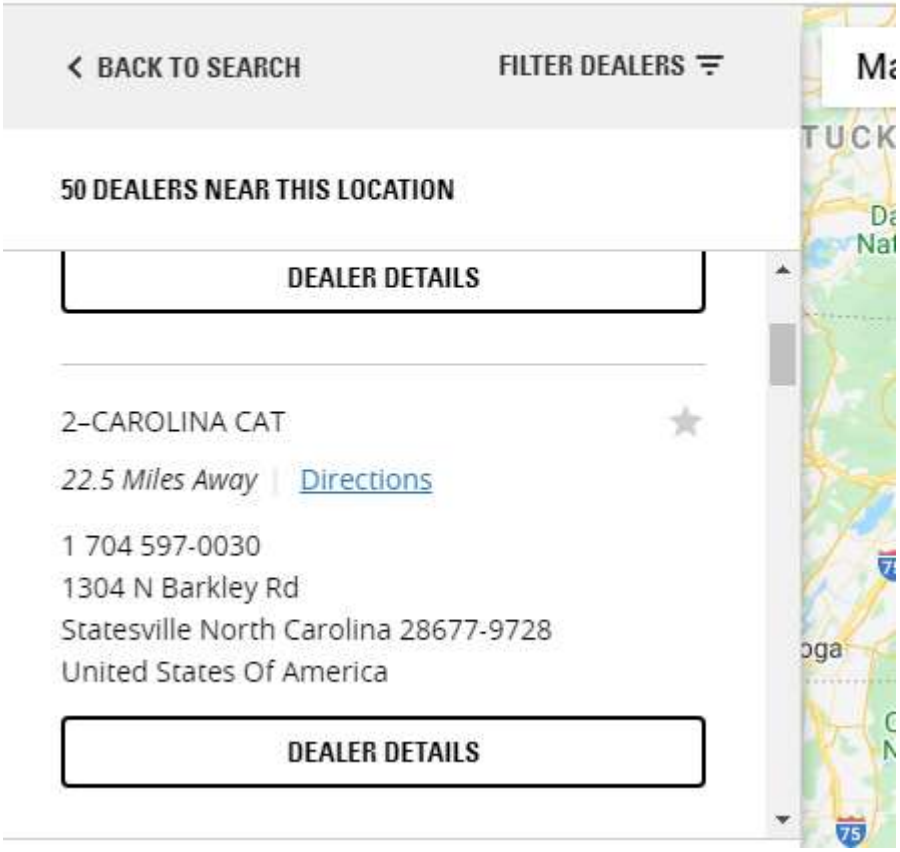
General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

© 2021 Sourcewell. All rights reserved.

FIND DEALER


BACK TO SEARCH
FILTER DEALERS
50 DEALERS NEAR THIS LOCATION
DEALER DETAILS
2–CAROLINA CAT
22.5 Miles Away | Directions
1 704 597-0030
1304 N Barkley Rd
Statesville North Carolina 28677-9728
United States Of America
DEALER DETAILS

Carolina CAT

CAROLINA CAT
P.O. BOX 1095
CHARLOTTE, NC 28201-1095
WWW.CAROLINACAT.COM

Paul Carpenter
Territroy Manager
Charlotte

QUOTATION/SALES ORDER

Celebrating 75 Years of Excellence

SOLD TO: Rowan County Enviromental
PO Box 430
East Spencer, NC 28039

CONTACT: Jeff Boyd

SHIP TO:

CONTACT: 704-216-8589

SALESMAN	ACCOUNT NUMBER	ORDER NUMBER	CUSTOMER P.O. NUMBER
P Carpenter	688925		

DATE	FOB	SHIP VIA	WHEN
7/8/2021	Charlotte	CAT	

	2021 Caterpillar 963 Track Type Loader		
	Waste Handler Arrangement		$382,930
	T4 Engine		$0
	Reversing Fan		$1,970
	Turbine Precleaner with screen		$2,195
	Idler Guard		$1,140
	22" DG HD Track with Center Hole		$4,415
	MP QC Lines		$3,495
	Cab with AC		$0
	Deluxe Seat		$740
	am/fm radio with Bluetooth		$565
	Singel Rear View Camera		$0
	Joystick control		$0
	3V MP Joystick Hydralics		$6,690
	Extended Service Pkg		$1,870
	Product link		$0
	3.5 Cu Yd MP Landfill Bkt		$37,720
	Storage Protection		$251
	120V Cold Weather pkg		$260
	LED Flashing Beacon		$575
	Windshield Protection		$2,855
	Lift Cyl Guard		$765
	Bottom Final Drive Guard		$2,870
	Rear Striker Bars		$3,125
	716 lbs Counterweight		$3,635
	All other Standard Equipment		
	Fire Suppression	$11,000	
	72 Month/ 8000 Hour PT and Hyd	$21,600	
	Sourcewell/Caterpillar Contract #032119-CAT		
	22% Discount off List		
	Rowan County Member Number - #19580		
	I-Quote # 192529 Rev 1		
	TOTALS	**$32,600.00**	**$458,066.00**

TERMS:	Payment due upon receipt of invoice.	**Total List**	**$490,666.00**
		Freight & Prep	**5,000.00**
			0.00
		Sourcewell Discount	**100,774.52**
WARRANTY:	12 month/ Unlimited hours	**Subtotal**	**$394,891.48**
INSURANCE:			
CSA:		Trade - In	**0.00**
	MAKE:	**Subtotal**	**$394,891.48**
TRADE-IN:	**MODEL:**	Additional Dealer Discount	**-15,560.00**

S/N:		Grand Total	$379,331.48
SUBMITTED BY:	Brian Hoffman	ACCEPTED BY:	

Carolina CAT

CAROLINA CAT
P.O. BOX 1095
CHARLOTTE, NC 28201-1095
WWW.CAROLINACAT.COM

Paul Carpenter
Territroy Manager
Charlotte

Celebrating 75 Years of Excellence

QUOTATION/SALES ORDER

SOLD TO: **Rowan County Enviromental**
PO Box 430
East Spencer, NC 28039

CONTACT: **Jeff Boyd**

SHIP TO:

CONTACT: **704-216-8589**

SALESMAN	ACCOUNT NUMBER	ORDER NUMBER	CUSTOMER P.O. NUMBER
P Carpenter	688925		

DATE	FOB	SHIP VIA	WHEN
7/8/2021	Charlotte	CAT	

	2021 Caterpillar D6 Track Type Tractor		$428,020
	Waste Handler Arrangement		$20,380
	76" Grd Final Drive		$18,990
	Thermal Engine Sheild		$11,650
	Basic Oil		$0
	HDXL Waste Undercarrage		$3,805
	24" ES Trap Shoes		$4,516
	Reversing Fan		$0
	Pusharm Hydralics		$0
	Ripper Control		$0
	150 amp Ducted Altenator		$725
	12 LED Premium lights		$2,050
	Rear Camera		$525
	am/fm radio		$575
	ARO w/ assist		$8,660
	Joystick control		$0
	ARO grade Dozer Control		$0
	Product link		$0
	Sealed HD Bottom Guards		$2,220
	Engine Enclosure		$0
	Drawbar		$1,535
	110 V Water heater jacket		$185
	Fuel Tank Guard		$3,175
	6SU Guarded Bulldozer Pkg		$15,780
	Cylinder lines		$8,140
	6SU Waste Blade		$16,820
	All other Standard Equipment		
	Fire Suppression	$9,000	
	72 Month/ 8000 Hour PT and Hyd	$14,530	
	Sourcewell/Caterpillar Contract #032119-CAT		
	23% Discount off List		
	Rowan County Member Number - #19580		
	I-Quote # 192524 Rev 2		
	TOTALS	**$23,530.00**	**$547,751.00**

TERMS:	Payment due upon receipt of invoice.	**Total List**	**$571,281.00**
		Freight & Prep	**7,200.00**
			0.00
		Sourcwell Discount	**125,982.73**
WARRANTY:	12 month/ Unlimited hours	**Subtotal**	**$452,498.27**
INSURANCE:			
CSA:		Trade - In	**0.00**
	MAKE:	**Subtotal**	**$452,498.27**

TRADE-IN:	**MODEL:**		Additional Dealer Discount	**-18,687.00**
	S/N:		**Grand Total**	**$433,811.27**
SUBMITTED BY:	Brian Hoffman	**ACCEPTED BY:**		

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: August 27, 2021
SUBJECT: Schedule Quasi-judicial Hearing for SUP 03-21: Kevin Settineri, for September 20, 2021

Property owner Kevin Settineri is requesting a special use permit for the 780 sf building currently framed and a future 1,400 sf office / boarding facility. Implied with these structures is a request to recognize the existing boarding taking place in the kennel, which did not receive official zoning approval from the transition from a breeding structure to kennel.

Schedule quasi-judicial hearing for September 20, 2021

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	8/27/2021	Exhibit
Site Plan	8/27/2021	Exhibit
Additional Site Plan Info	8/27/2021	Exhibit
Evaluation Criteria	8/27/2021	Exhibit
Application	8/27/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
AUGUST 27, 2021
STAFF CONTACT: SHANE STEWART

SUP 03-21: Kevin Settineri

REQUEST: Expand existing boarding kennel and dog day care operations

Parcel ID: 054B-022

Location: 2230 Old Union Church Rd. Salisbury

Acreage: Apx. 31.5 AC plus 10.8 AC on adjacent Parcel ID 055-008

Zoning: RA

Floodplain: Part in AE Flood Zone per Panel # 5780 (see site plan)

Watershed: N/A

Owner / Applicant: Kevin Settineri

Existing Use: Boarding Kennel / Dog Day Care, Residence, and several associated residential accessory structures.

BACKGROUND

In 2007, Planning Staff issued a zoning permit to property owner Kevin Settineri for a 4,500 sf structure at 2230 Old Union Church Rd. 3,000 sf of which would be used for dog breeding, while the remaining 1,500 sf would serve as a residence. Nine (9) years later, Mr. Settineri contacted staff to discuss potential expansion plans for a new residence and the Loving Pup Resort, which he described as consisting of a boarding kennel and dog day care operation. It is unclear when this feature was added to the permitted breeding operation.

At that time, kennel operations were permitted as a rural home occupation subject to an administrative review by Planning Staff and could have been easily permitted if requested in 2016. Amendments to the Zoning Ordinance in 2019 transition approval of new and expanded kennel operations from staff to the Board of Commissioners through a special use permit.

Planning Staff was made aware of two (2) structures under construction without zoning permits in late July of this year and contacted Mr. Settineri to discuss his plans. He indicated the poured slab measuring 2,400 sf, noted as new storage building #3 on the enclosed site plan, would be for personal storage not associated with the kennel, while the second structure totaling 780 sf would be used as in indoor "puppy playground". Staff placed a stop work order at the facility and informed Mr. Settineri any expansion associated with the operation was subject to obtaining a zoning permit, and in this case, a special use permit, along with applicable Building Code approvals. The plans also include a future 1,600 sf office and boarding expansion structure along with a future residence, the latter of which is not part of the permit request since it is permitted by right.

SUP REQUEST DETAILS

Mr. Settineri is requesting a special use permit for the 780 sf building currently framed and a future 1,400 sf office / boarding facility. Implied

with these structures is a request to recognize the existing boarding taking place in the kennel, which did not receive official zoning approval from the transition from a breeding structure to kennel. The expansion is subject to the below three (3) specific criteria along with the six (6) general special use criteria.

SPECIAL USE REQUIREMENTS: SEC. 21-60 (1)(A)

- Site Plan: Site plan showing the lot, existing / proposed buildings, outdoor runs, fencing, and all areas accessible to animals. **The main kennel is located on the first floor (3,000 sf) of the large central structure within the operational area, which also contains a second story (1,500 sf) residence. According to the applicant, the three (3) fenced outdoor kennel runs with shelter structures located south of the residence are used exclusively for the Settineri's person animals. Material provided by the applicant indicates the dogs are kept in designated areas and on leashes when walked.**

- Siting: All structures used to shelter animals and outdoor runs shall be 100' from all property lines. Outdoor runs shall be enclosed by a security fence 6 feet in height. **Both existing and proposed structures used for the kennel / day care operation would be 300 feet from adjacent property lines.**

- Screening: All structures used to shelter animals and outdoor run areas shall be screened from adjacent residentially zoned parcels. **All adjacent tracts are residentially zoned but, to date, none are improved. Both the subject parcel and the Settineri's adjacent parcel 055-008 provide a heavy screen to all adjacent parcels. There may exist a small viewshed across the pond to the adjacent parcel 055-009 to the east.**

EVALUATION CRITERIA: SEC. 21-59

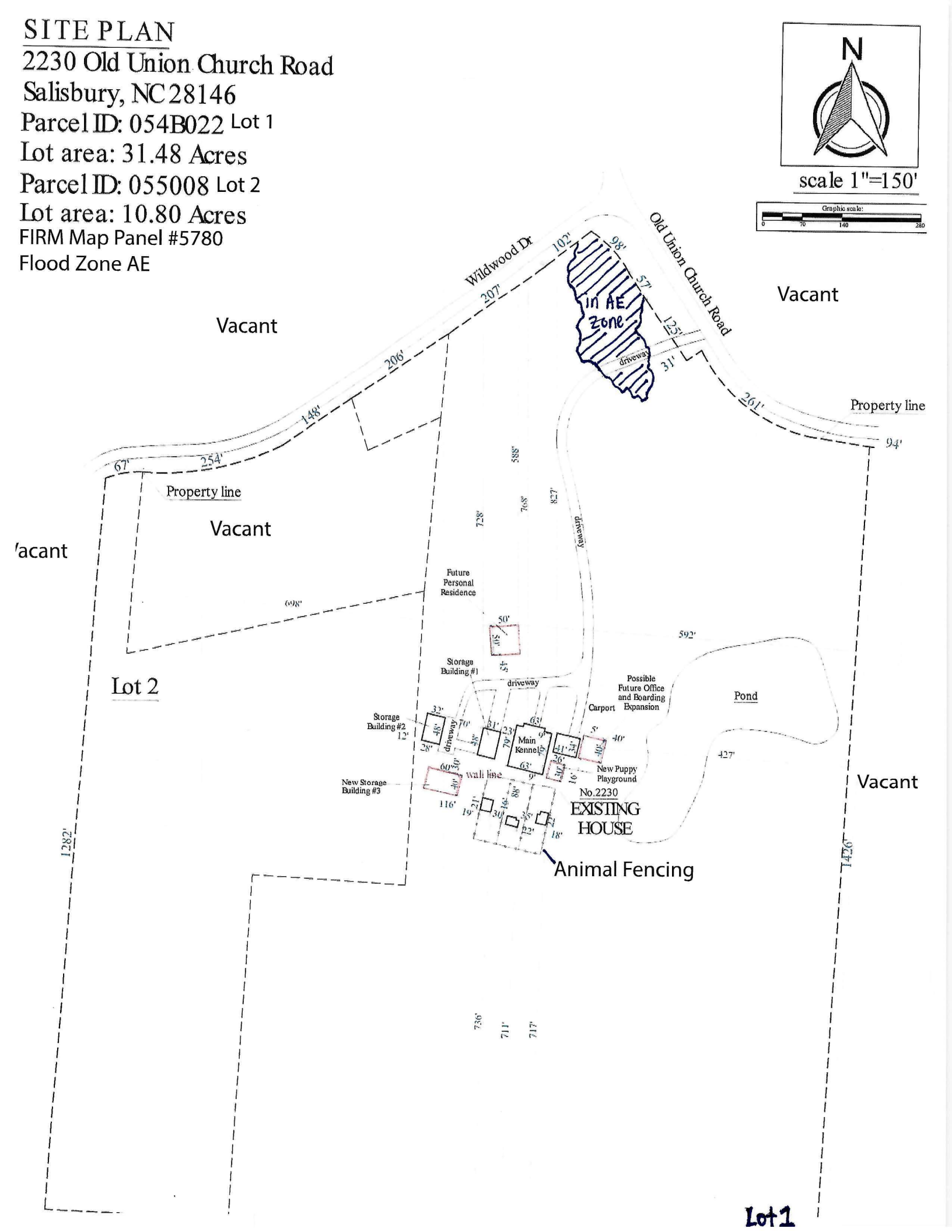
In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria (see enclosed applicant responses):

1. Adequate transportation access to the site exists.
2. The use will not significantly detract from the character of the surrounding area.
3. Hazardous safety conditions will not result.
4. The use will not generate significant noise, odor, glare, or dust.
5. Excessive traffic or parking problems will not result.
6. Use will not create significant visual impacts for adjoining properties or passersby.

STAFF COMMENTS Schedule quasi-judicial hearing for September 20, 2021.

SITE PLAN

2230 Old Union Church Road
Salisbury, NC 28146
Parcel ID: 054B022 Lot 1
Lot area: 31.48 Acres
Parcel ID: 055008 Lot 2
Lot area: 10.80 Acres
FIRM Map Panel #5780
Flood Zone AE



Site Plan Checklist

(1) Zone lot with dimensions and development setbacks

Please see attached site plan.

(2) Tax parcel number

054B022 - Includes all buildings included for both Dog Daycare and Kennel Operations and Personal Use

055008 - Purchased July 2021

(3) Property Address

2230 Old Union Church Rd Salisbury, NC 28146

(4) Adjoining deeded properties and their uses

055 008 wooded land purchased for possible future personal use and added privacy

(5) Existing Structures

(1) Main Kennel/Personal Residence

(2) Storage #1 - contains car lift, tractors and workshop

(3) Storage #2 - contains boats, dump truck, lawn mowers and personal storage

(4) NEW Proposed Storage #3 - footings for car garage and personal storage

(5)NEW Puppy Playroom - open playroom for socializing and training dogs

(6 - 9) Outdoor dog houses used for our personal dogs in inclement weather

(7) Car Port

(8) Possible Future Office and Boarding Expansion

(9) Future Personal Residence

(6) Proposed structure with size

Puppy playroom 26' x 30'

Possible Future Office and Boarding Expansion 40' x 40'

Future Personal Residence 50' x 50'

(7) Proposed Use

Puppy play area for training and socialization

(8) Number of Employees

1-2

(9) Hours of Operation

Typical operating hours for pick-up and drop-off are:

Monday - Friday
7:00am to 10:00am
2:00pm to 6:00pm

Saturday
7:00am to 12:00pm

Sunday
7:00am to 9:00am
5:00pm to 6:00pm

(10) Off-street parking, loading and unloading, access to existing streets

The driveway is on Old Union Church Road; there is ample parking in front of the Main Kennel/Residence which does not need a permit per Eric Goldston at the NCDOT on 7/30/2021.

(11) Easements and rights-of-way

Not applicable - land is personally owned

(12) All pertinent development requirements of this chapter

Please see attached site plan map and the document, "Zoning Sec. 21-59 1-6."

(13) Any additional information required by the zoning administrator to assess the merits of the application, including but not limited to traffic impact analysis, environmental impact statements

Please see the attached document "Zoning Sec. 21-59 1-6."

(14) Floodplains

Included in attached site map.

(15) Name, location and dimension of any proposed streets, drainage facilities, parking areas, required yards, required turnarounds if applicable

Not applicable

(16) Screening and buffering, if applicable

Not applicable

(17) Zoning district

RA - Rural Agriculture

(18) Proposed phasing, if applicable

Not applicable

Sec. 21-59

(1) Adequate transportation access to the site exists ;

The driveway is on Old Union Church Road.

(2) The use will not significantly detract from the character of the surrounding area.

The property is maintained on a daily basis and kept clean, neat and professional. The adjacent land (Parcel # 055 008) was purchased in July 2021.

(3) Hazardous safety conditions will not result;

Dogs are kept in designated areas and on leashes when walked. Adequate ventilation and septic systems have been planned or were already in place.

(4) The use will not generate significant noise, odor, glare, or dust;

Typical operating hours for pick-up and drop-off are:

Monday - Friday
7:00am to 10:00am
2:00pm to 6:00pm

Saturday
7:00am to 12:00pm

Sunday
7:00am to 9:00am
5:00pm to 6:00pm

The property is otherwise quiet and occupied as a personal residence; no neighbors have ever complained of noise or other interruptions. The room will be cleaned and disinfected multiple times, daily. There will be no glare on a brick building with a matte roof.

(5) Excessive traffic or parking problems will not result;

We spoke with Eric Goldston at the NCDOT on 7/30/2021 who said a permit is not required for our small business. We average 3-4 customers in the morning hours and 3-4 in the afternoon daily, and there is sufficient paved concrete for customers to park, drive and turn around on.

(6) The use will not create significant visual impacts for adjoining properties or passersby.

The one wooded parcel of adjacent land that would be able to see the facility (Parcel 055 009) overlooks the pond and has a distant view of the Main Kennel/Residence, which is kept clean and maintained on a daily basis.

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

Case # **SUP 03-21**
Date Filed 8/26/21
Received By SAS
Amount Paid $200 pd with CC
Office Use Only

SPECIAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Kevin Settineri
Signature: [signature]
Phone: 704.431.3000 Email: kevin@settineri.com
Address: 2230 Old Union Ch Rd
Salisbury, NC 28146

APPLICANT / AGENT INFORMATION:

Name: Kevin Settineri
Signature: [signature]
Phone: 704.431.3000 Email: kevin@settineri.com
Address: 2230 Old Union Church Rd
Salisbury, NC 28146

PROPERTY DETAILS:

Tax Parcel: 054B022 Zoning District: RA Rural Agriculture.
Date Acquired: 01.30.2007 Deed Reference: Book _____ Page _____
Property Location: 2230 Old Union Ch Rd. Salisbury, NC 28146
Size (sq. ft. or acres): 32 acres Street Frontage: _____
Current Land Use: Dog daycare/training & personal residence

Surrounding Land Use: North vacant/wooded
South vacant/wooded
East vacant/wooded
West vacant/wooded

PURPOSE & SECTION:

State purpose of special use permit:

We are expanding our dog daycare and may build a permanent residence in the next 3 years.

Cite section(s) of Zoning Ordinance which permit is being requested:

21-60 (1)

ATTACHED DOCUMENTS:

Applicant must a site plan based on information required in Section 21-52.

Attached: Yes ☑ No ☐

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Public Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Allen Cress
DATE: September 7, 2021
SUBJECT: Ambulance Franchise

Granting of a new ambulance franchise to Providence Transport.

Approve Franchisee.

ATTACHMENTS:

Description	Upload Date	Type
Franchise application	8/27/2021	Cover Memo
Franchise Certificate	8/27/2021	Cover Memo
Franchise Recommendation	8/27/2021	Cover Memo

PROVIDENCE TRANSPORTATION

Division Chief Lennie Cooper
Rowan County Emergency Services
2727 Old Concord Rd
Salisbury, NC 28146

Chief Cooper,

Thank you for the opportunity to apply for an ambulance franchise inside your county. Our intentions is to move in to the county and move into a 24/7 type coverage, starting with 12 hour shifts and working our way into 24 hour shifts as we grow our client base. We are prepared to assist with 911 backup as needed.

Bradley Nations
Operations Supervisor

Bradley S Nations, Operations Supervisor
7385 Ridge Rd – Lexington, NC 27295 - 336-472-7433 (office) - 336-225-8130 (cell)
bnations@providencetransport.com
www.providencetransport.com

County of Rowan

Department of Emergency Services
EMS Division

ROWAN COUNTY EMERGENCY SERVICES
EMS DIVISION
Be an original.

Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

1. **Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.**
2. **For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.**
3. **For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.**
4. **Franchise modifications retain the expiration date of the original application.**
5. **The document shall be completed electronically, printed upon completion and submitted with original signatures.**
6. **If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.**

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- **Agency contact information**
- **Annual continuing medical education training plans**
- **Personnel rosters**
- **Vehicle changes, additions or deletions**

Changes requiring an Application for Ambulance Franchise Modification include:

- **Provider Name**
- **Level of Service**
- **Location changes, additions or deletions**
- **Agency Type**
- **Response Level**
- **Additional Services provided**

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1] Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: David Stevens

Address: 7385 Ridge Rd

City: Lexington State: NC Zip: 27295

Phone: 336-472-7433 Fax Number: 336-472-5668 Email Address: dave@providencetransport.com

Pager: Mobile: 336-508-6322

NAME UNDER WHICH SERVICE WILL OPERATE: [2] Providence Transportation, Inc

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: P536778

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☒ EMT-B ☐ EMT-I ☐ EMT-P

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND TRANSPORTATION OF PATIENTS.[5] Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services CIS data base. (Character Limit 1750)

Providence Transportation has been in business since 2013. We were established as a non-emergency medical transportation company specializing in wheelchair and ambulatory transportation. Early in 2020 we launched our ambulance service with 2 ambulances in Davidson county. We have steadily grown our operation to 4 ambulances and 16 EMT's. We currently require all EMT's to keep up with their own continuing education. We plan to implement a training program at the first of the year, we are in conversation with several institutions. We will require EMT's working in Rowan county to attend the Rowan county con-ed sessions.

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION.[6] Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services CIS data base. If more than 2 vehicles are operated, contact the Emergency Services Office for an amended application.

Unit #: 103 Make: Chevrolet Model: 4500 Year: 2014

VIN: 1GB6G5CL5e1108824 Permit: NC005404 Inspection Date: 06/2021 Expiration: 06/2023

Unit #: 104 Make: Chevrolet Model: 4500 Year: 2010

VIN: 1GB9G5B67A1133694 Permit: NC00544 Inspection Date: 06/2021 Expiration: 06/2023

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT [7] AND HOURS OF OPERATION[8]. If more than 2 locations are intended, contact the Emergency Services Office for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services CIS data base.

Location Name: Providence Transportation, Inc

Physical Address: 7385 Ridge Rd

City:Lexington State: NC Zip Code: 27295

Mailing Address: 7385 Ridge Rd

City:Lexington State: NC Zip Code: 27295

Phone Number:336-472-7433

Location Hours of Operation: 24 Location Days of Operation: 7

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐ Public ☒ Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)

☒ Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☒ Event Standby

☐ Transportation of members/employees

☒ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1]

Name:

Address:

City: State: Zip:

Phone: Fax Number: Email Address:

Pager: Mobile:

NAME UNDER WHICH SERVICE WILL OPERATE: [2]

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☐ EMT-B ☐ EMT-I ☐ EMT-P

FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).

☐ ADD ☐ DELETE

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐ Public ☐ Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN via radio dispatch)

☐ Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☐ Event Standby

☐ Transportation of members/employees

☐ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.

☒ Certified copy of "Assumed Name Certificate" or Articles of Incorporation.

☒ Annual Continuing Medical Education Training Plan

☒ Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base

☒ Current vehicle listing printed from the North Carolina Office of Emergency Services CIS data base

☒ Current Station listing printed from the North Carolina Office of Emergency Services CIS data base

FOR MODIFICATION APPLICANTS: (include applicable documents listed below)

☐ Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.

☐ UPDATED employee/member roster printed from the North Carolina Office of Emergency Services CIS data base

☐ UPDATED vehicle listing printed from the North Carolina Office of Emergency Services CIS data base

☐ UPDATED station listing printed from the North Carolina Office of Emergency Services CIS data base

1. 4-28.(1) of the codified Rowan County Ambulance Ordinance
2. 4-28.(2) of the codified Rowan County Ambulance Ordinance
3. 4-29.(a) of the codified Rowan County Ambulance Ordinance
4. Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided . Requests to modify level of service are found in Section II, Modifications.
5. 4-28.(3) of the codified Rowan County Ambulance Ordinance
6. 4-28.(4) of the codified Rowan County Ambulance Ordinance
7. 4-28.(5) of the codified Rowan County Ambulance Ordinance
8. 4-28.(6) of the codified Rowan County Ambulance Ordinance
9. 4-28.(6) of the codified Rowan County Ambulance Ordinance

SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:

Rowan County Department of Emergency Services
2727 Old Concord Road, Suite E
Salisbury, NC 28146

Attn: Lennie M. Cooper, EMS Division Chief

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

Franchises will be in effect for a term of three (3) years. All franchises are renewed simultaneously. An agency requesting a new franchise or modification will be required to renew in synchronization with other agencies.

It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.

David Stevens

Owner/President/Chief

Type/print name David Stevens

8/27/21

Date

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

PROVIDENCE TRANSPORTATION INC.

the original of which was filed in this office on the 12th day of April, 2013.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of April, 2013.

Elaine F. Marshall

Secretary of State

First Name	Middle Name	Last Name	Suffix	State Office	Job Title(s)	Certification	Exp Date	Employment Status
Myah	La'Shelle	Ashley-Staple		P531228	'EMS Technic	Emergency Med	10/31/24	'Full Time Paid Employee'
Meranda		Barnes		P514964	'EMS Technic	Emergency Med	5/31/23	'Full Time Paid Employee'
Madison	Lynn	Bean		P533400	'EMS Technic	Emergency Med	12/31/24	'Full Time Paid Employee'
Chad	Noah	Becker		P511159	'EMS Technic	Emergency Med	6/30/23	'Full Time Paid Employee'
David	M	Bethard		P077600	'EMS Technic	Emergency Med	1/31/23	'Part Time Paid Employee'
Kristin	Unger	Bethard		P110014	'EMS Technic	Emergency Med	3/31/24	'Part Time Paid Employee'
Alex		Casuso		P059420	'EMS Technic	Emergency Med	5/31/24	'Part Time Paid Employee'
Christopher	Nathan	Colclough		P514318	'EMS Technic	Emergency Med	10/31/24	'Part Time Paid Employee'
Roy	L	Gilliland		P025538	'EMS Technic	Emergency Med	5/31/24	'Full Time Paid Employee'
Marshall	J	Hoppe		P003489	'Agency Prim	Paramedic	3/31/24	'Full Time Paid Employee'
April		Leonard		P538012	'EMS Technic	Emergency Med	4/30/25	'Full Time Paid Employee'
Bradley	S	Nations		P016101	'EMS Technic	Emergency Med	11/30/21	'Full Time Paid Employee'
Enijah	Jarod	Pace		P530166	'EMS Technic	Emergency Med	8/31/24	'Part Time Paid Employee'
Kimberly		Ramos		P532509	'EMS Technic	Emergency Med	3/31/25	'Part Time Paid Employee'
David		Stevens		P536778	'CEO'	'Secondary Contact'		'Full Time Paid Employee'
Alec	Daniel	Styer		P540847	'EMS Technic	Emergency Med	8/31/25	'Full Time Paid Employee'

VIN	Model Year	Unit Name	Status
1GB6G5CL5e1108824	2014	A103	In Service
1GB9G5B67A1133694	2010	A104	In Service
WD3PE7CC5C5629527	2012	A102	In Service
WD3PE7CCOB5595351	2011	A101	In Service

Providence Transportation Inc

Update Status

General Information

Physical Address:

7385 Ridge Road
Lexington, NC 27295
Davidson County
Latitude/Longitude Point: 35.9490934,-80.2070763

Mailing Address:

7902 Southerland Dr
Brown Summit, NC 27214
Guilford County
Latitude/Longitude Point: 36.2168437,-79.7125993

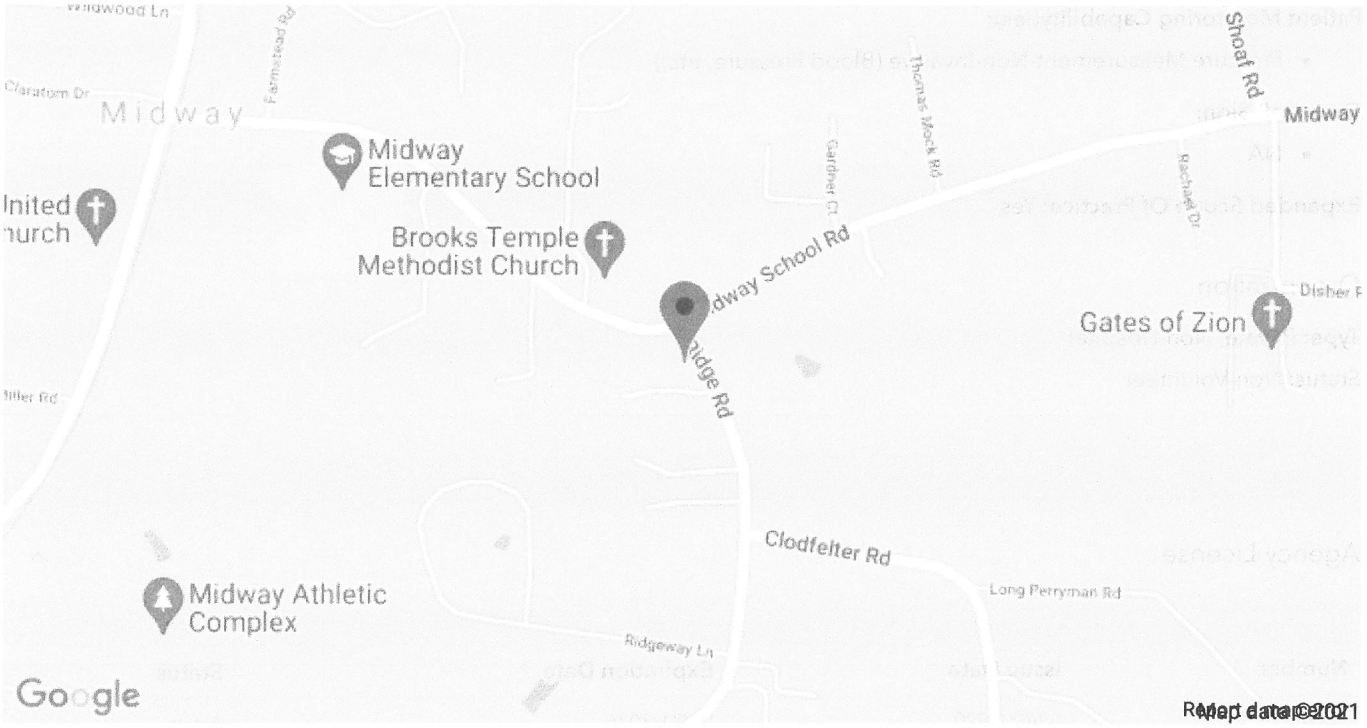
Primary Phone:

Secondary Phone: (336) 472-7433

Fax:

Website:

Status: Open



Last Updated: April 1, 2021 8:14 AM

Properties

Agency Number: 0297888

EMS Agency Service Area County(ies):

State of North Carolina

Office of Emergency Medical Services

Medical Care Commission

Department of Health and Human Services

Division of Health Service Regulation

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

Providence Transportation Inc

is hereby issued an EMS Agency License

This License, Number 3028, expires the last day of March, 2026

Division of Heath Service Regulation

Office of Emergency Medical Services

AMBULANCE FRANCHISE

FRANCHISE NUMBER: 2021-01

ISSUE DATE: **September 7, 2021**

VALID THROUGH: **June 30, 2022**

ISSUED TO: **Providence Transportation**

7385 Ridge Road

Lexington, NC 27295

The above agency/individual is hereby granted a Franchise by the Board of Commissioners of Rowan County, Salisbury, North Carolina for the operation of ambulances in the catagories listed below as of this date.

The grantee agrees to abide by all rules and regulations governing ambulance service issued by the North Carolina Office of Emergency Medical Services, Division of Facility Services; and all requirements as set forth in the Rowan County Ambulance Ordinance dated December, 2009 and any subsequent amendments.

Grantee should file application for renewal of this franchise no later than 45 days prior to the expiration date listed above.

Type service authorized: **EMT-B / Primary Non-Emergency**
Event Standby / EMS Backup

_____

Chairman, Board of Commissioners

ROWAN COUNTY EMERGENCY SERVICES
Be an original.
2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8900 **[f]** 704-216-8921

MEMORANDUM

To: Allen Cress, Chief
From: Lennie Cooper, EMS Division Chief
Subject: Providence Transportation Franchise Application
Date: August 27, 2021

Providence Transportation Incorporated has submitted a completed "Application for Ambulance Franchise" in accordance with the Rowan County Ambulance Franchise Ordinance. Providence Transportation does not currently operate within the County in any fashion but has expressed an interest in assisting with the demand for non-emergency transportation.

As we have had another franchise agency, Nu Care Carolina, abruptly cease operations this week, Providence is positioned to fill that void. Due to local demand, Providence has expressed a desire to begin operations as soon as possible. They would like to provide limited services for at least 12 hours per day while finding a base of operations and expanding staffing in the County. Their eventual goal is to operate 24/7 serving the non-emergency needs of the medical community and our citizens. Additionally, they have also indicated the desire to provide "EMS backup" to the County upon request.

I have reviewed the application and required documentation. It is complete and ready for submission to the Board of Commissioners. I recommend the granting of the franchise based on the application and documentation. I would request that the initial franchise be granted for a term ending 6/30/22 to keep the renewal on schedule with the other agencies. I have discussed the initial franchise duration and renewal with Providence.

I am requesting that this matter be placed on the agenda for approval by the Board of Commissioners at the first available opportunity and Included a copy of the franchise certificate for execution by the Chairman.

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: 09/07/2021
SUBJECT: Purchase of Whole Body Scanner

In accordance with G.S. 143-129(e)(9a), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established by the United States of America or any federal agency, if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. S&R Investments of VA, LLC has agreed to extend to the County the more favorable pricing and terms set forth in their contract with General Services Administration (GSA) (Contract #GS-35F-250GA) for the purchase of Tek84 Intercept system with accompanying installation, warranty and training. The total cost for all of this purchase is $139,000.

Attached is documentation from the awarded company and pricing sheets for the equipment from S&R Investments of VA, LLC. The GSA contract documents and other supporting documentation are on file in the Purchasing Office. The purchase of the equipment is within the approved fiscal year 2022 budget.

The Sheriff's Office and the Purchasing Department recommend that the contract be awarded to S&R Investments of VA, LLC for the purchase of Tek84 Intercept system with accompanying installation, warranty and training at a cost not to exceed $139,000.

ATTACHMENTS:

Description	Upload Date	Type
Whole Body Scanner	8/27/2021	Backup Material

S&R Investments of VA LLC
8213 Honeysuckle Rd., Manassas VA 20112
(202) 351-9495; jwh@sandrinvestments.com

26 August 2021

Ms. Anna Bumgarner
Director of Purchsing
Rowan County Detention Center
1115 West Liberty Street
Salisbury, NC 28144

REF: "Rowan County Detention Center Body Scanning Project"- Intercept Quote Number: 2021-08-26

Dear Ms. Bumgarner,

S&R Investments of VA LLC is a Service-Disabled Veteran Owned Small Business currently offering the Tek84 products and services on its GSA Schedule contract number GS-35F-250GA. This letter is to offer you the Tek84 Intercept system with accompanying installation, Warranty and Training. Please see follow-on annexes for the letter of transmittal and specific proposal by Tek84 and S&R Investments of VA LLC

Payment for this proposal will be made to S&R Investments of VA LLC. Details of payment will be provided via separate correspondence upon acceptance of the proposal. Please reach out to the Tek84 Representative outlined in the proposal for any questions or contact me directly, at jwh@sandrinvestments.com of (202) 351-9495. We look forward to working with you and appreciate your business

Sincerely,

John W Halinski, CEO S&R Investments of VA LLC

26 AUGUST 2021

Ms. Anna Bumgarner
Director of Purchasing
Rowan County Detention Center
600 Old Colony Road
Selingrove, PA 17870

REF: "Snyder County Prison Whole Body Scanning Project"- Intercept Quote Number: 2021-08-26

Dear Ms. Bumgarner,

S and R Investments of VA LLA, a Service-Disabled Veteran Owned Small business, and Tek84 Inc., are pleased to submit our proposal for your consideration in response to your request for a whole-body security imaging system. This proposal is via the General Services Administration, GSA.

Tek84, Inc. is a privately U.S. owned technology company focused on engineering innovative approaches to traditional full-body imaging security solutions for the global security market. With manufacturing facilities in Poway, California, our purpose-built and customer-centric products are the only true 'made in the U.S.A.' body scanners on the market.

Intercept™ is the only scanner on the market that moves the imaging components vertically. Engineered to meet ANSI/HPS N43.17-2009, it operates based on Single Focal Beam technology which eliminates magnification and/or distortion of the image which is prevalent in older body scanning technologies and presents many advantages: the subject remains stationary, the scanner footprint is only one-third the size, the scan time is reduced from 9 seconds to 4 seconds and allows for 4-6 effective scans per minute.

The attached proposal includes one (1) Intercept System with a three (3) year Parts & Labor Warranty, Wall Mounted Slave Monitor, Installation and Training which can be purchased from GSA Contract # GS-35F-250GA, held by S&R Investments of VA LLC.

Thank you for your interest and consideration in this process, both S and R Investments and Tek84 are available to further discuss this proposal at your convenience.

Sincerely,

John Halinski
CEO, S and R Investments of VA LLC
jwh@sandrinvestments.com
(202) 351-9495

Kevin Russeth
President-Tek84
Kevin@tek84.com
(858) 676-5382

www.Tek84.com

Sheriff Kevin L. Auten
Rowan County Jail
232 North Main Street
Salisbury, NC 28144

26 August 2021

Expiration Date: September 30, 2021 **GSA# GS-35F-250GA** Quote#: 2021-08-26

Qty	Part Number	Description	MSRP	Net Price
1	SSD-017-1102	Tek84 Intercept Whole Body Security Scanning System High Strength Aluminum Unibody Frame 160Kv Monoblock Oil Cooled Generator Ultra-compact 34" x 72" footprint <4 Second Scan Time Variable Scanning Dosage from .25uSv to 2.0uSv Adheres to ANSI/HPS N43-17-2009 Regulations. Mobile Workstation 27" Mounted Touch Screen Monitor Windows Operating System One Million Image Storage Capacity. Transportable on Built In Heavy Duty Caster System 16 Million Gray Scale Levels 110V/15 A	$225,000	$139,000
1	SSD-017-9306	Duplicate Slave Monitor – With Wall Mount		INC
1	INT- INSTALL	Installation and Calibration		INC
1	INT- TRAINING	3 Days On Site Initial Operator Training-adhering to ANSI/ HPS N43.17-2009 Section 8.1.5. Administrator, Super User, Standard User Training Programs.		INC
1	INT-WARRANTY-3	Three (3) Year Parts and Labor on Entire System from time of Installation .		INC
1	SHIPPING-1	Costs for shipping from Poway, CA to Salisbury, NC		INC
		SITE SPECIAL PRICING	**TOTAL:**	**$139,000**

Issue your Purchase Order to: S & R Investment, S&R Investments of VA LLC 8213 Honeysuckle Rd., Manassas VA 2011

By execution of this Agreement by an authorized signature, the Customer agrees to purchase the Products specified subject to the terms and conditions set forth in the Agreement and subject to Tek84 Terms and Conditions available at www.Tek84.com

DAP: Rowan County Detention Center-NC
Terms: Net 30 Days from Delivery
Taxes: All sales are subject to applicable sales tax. Please provide a Tax-Exempt Certificate if applicable.

Accepted By:
Printed Name and Title: _____
Signature: _____
Date: _____

Tek84:
Printed Name and Title: _____
Signature: _____
Date: _____

S & R Investments:
Printed Name and Title: _____
Signature: _____
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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-30-21
SUBJECT:	Sign-On Bonus and Referral Program for ALS Providers

---

Please find attached a sign-on bonus and referral program to assist Emergency Medical Services with a critical staffing shortage.

Human Resources and Emergency Medical Services recommends approval of this request.

ATTACHMENTS:

Description	Upload Date	Type
Proposal	8/30/2021	Backup Material

ROWAN COUNTY EMERGENCY SERVICES
EMS DIVISION
Be an original.
2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8900 **[f]** 704-216-8921

MEMORANDUM

To: Allen Cress, Emergency Services Chief
From: Lennie Cooper, EMS Division Chief
Subject: Proposal: Sign-On Bonus
Date: August 30, 2021

The EMS Division continues to suffer from staffing shortages. Currently the Division has 9 openings for full time staff. This is situation is not isolated to Rowan County. As EMS agencies have expanded over the last few years adding positions and implementing alternative schedules to reduce work hours the demand for Advance Life Support Providers has increased. While institutions are training more providers, there are more job openings and opportunities for these individuals to transition into allied fields such as nursing.

In reviewing applications, we find that we have numerous EMT applications but few Advanced EMT or Paramedic applications. Even with the large number of EMT applications the process yields few prospective candidates. Most recently the applicant pool started with more than 30 applicants being invited to the first portion of the assessment. Around 50% of those responded to the invitation to participate and less than 50% actually attended. Of the 7 that completed the preliminary assessment only one is an ALS provider. That provider is looking for a part time position only.

The Division needs to locate and hire ALS providers, primarily Paramedics. One solution that many industries and a few EMS agencies are utilizing is the “sign-on bonus”. The Division recently lost a Paramedic to a neighboring County that offers a $2500 sign-on bonus. Additionally, this morning a major provider in another state announced a similar program. In North Carolina alone, we can document 7 agencies offering bonuses between $1,000 and $20,000.

I would like to propose a bonus that would help with recruiting for ALS providers. It is limited to ALS providers only and allows for referral bonus for current County employees. This allows us to attract new employees with the bonus and engage our current staff in the recruiting process. I have included the details on a separate page. Thank you for your consideration.

ROWAN COUNTY EMERGENCY SERVICES
EMS DIVISION
Be an original.
2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8900 [f] 704-216-8921

Baseline Proposal for Recruitment

SIGN ON BONUS

1. Bonus would be available to ALS Providers and based on credential.
    a. Credentialed NC Paramedic $2000
    b. Credentialed NC AEMT in pursuit of NCOEMS Paramedic Credential $1000
2. Payable in installments
    a. 25% after completing EMS Division Orientation, (15-30 days)
    b. 25% after completing Local ALS credentialing (90-120 days)
    c. 50% after completing County probationary period (180-270 days)
    d. Entire bonus paid by 270 days
3. AEMT personnel that obtain Paramedic credentials before completing the process will receive the Paramedic level incentive henceforth.

QUALIFICATIONS

1. Full time new hire employees are eligible.
2. Must not have been employed by the County in the last 12 months in any capacity
3. Must sign a contract with the County for 18-month commitment or repay bonus.

REFERAL BONUS

1. Bonus would be available to employees referring ALS Providers and based on credential.
    a. Credentialed NC Paramedic $500
    b. Credentialed NC AEMT in pursuit of NCOEMS Paramedic Credential $250
2. Payable in installments
    a. 50% after completing EMS Division Orientation, (15-30 days)
    b. 50% after completing County probationary period (180-270 days)
    c. Entire bonus paid by 270 days
3. The referral bonus is based on the active credential at the time of hire.
4. Employees will not be responsible for repayment if the candidate fails to fulfill the contract terms.

QUALIFICATIONS

1. The employee reference MUST be in the electronic application.
2. The employee must sign an affidavit stating that they referred the candidate.
3. Division administration will confirm the affidavit, application and credentialing requirements and make recommendations to HR for bonus payment.

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:	09/07/2021
SUBJECT:	Award Contract to Piner Appraisal for Tax Revaluation 2023

The County completed a request for proposal process for the 2023 Countywide Tax Revaluation. A revaluation process is conducted every 4 years in Rowan County. Four proposals were received on August 12, 2021 from: Piner Appraisal, Inc,; Pearson's Appraisal Service, Inc.; Tyler Technologies; and Brightminds, LLC. Each proposal was reviewed and scored by the proposal committee. It is the committee's recommendation to award this contract to Piner Appraisal, Inc. They scored the highest by the committee and submitted the lowest bid.

All responses are on file in the Purchasing Office. This service is within the approved fiscal year 2022 budget.

The Tax Administration and Purchasing Department recommend that the contract be awarded to Piner Appraisal, Inc in the amount not to exceed $665,000.

ATTACHMENTS:

Description	Upload Date	Type
RFP from Piner Appraisal, Inc	8/30/2021	Backup Material

Proposal
for
Rowan County's
Property Revaluation
Effective for the Tax Year 2023

Respectfully Submitted to:

Mr. Wendell "Chip" Main
Tax Assessor, Rowan County

August 9, 2021

August 9, 2021

Mr. Chip Main
Rowan County Tax Assessor

RE: Proposal for 2023 Countywide Revaluation Project

Dear Selection Committee Members:

On behalf of Piner Appraisal, Inc., we are pleased to submit this proposal in response to your Request for Proposal (RFP) to aid and assist Rowan County with the 2023 County Revaluation.

The opportunity to provide you with this proposal is an honor and greatly appreciated. Piner Appraisal has been assisting various counties with property assessment needs for almost 20 consecutive years. During this time, we have gained in-depth knowledge of economic and geographical environments. Our professional and courteous appraisal services are proven and reliable.

Our company is experienced and well established in the property tax industry of North Carolina and completely vetted and approved annually by the NC Department of Revenue. Our team is comprised of both certified appraisers and highly seasoned property tax professionals; this combination is the perfect balance that provides Rowan County with knowledgeable personnel and service of the highest quality. We have recently completed the Bertie County revaluation that was due January 1, 2020, Washington County revaluation due January 1, 2021, and are currently working on the Bladen County revaluation due January 1, 2022. Further, we have just been awarded the Rockingham County revaluation due January 1, 2024.

Our proposal highlights our expertise and experiences working directly in the functional areas requested in your solicitation request. Thank you for the opportunity to provide you this proposal. Should you have any questions, please do not hesitate to contact us. **(252) 723-3562 or pinerappraisal@gmail.com.**

Sincerely,

Gary Piner
President/Principal-in-Charge
Piner Appraisal, Inc.

Overview:

Our highly experienced and professional team will handle the entire revaluation process from start to finish with field inspections including digital images, comprehensive market studies and a supported schedule-of-values. Every person involved in the revaluation for Piner Appraisal maintains all necessary certifications and credentials. A summary of our principal team for this proposed project is noted below.

- **Gary Piner** is a Carteret County native and veteran tax appraiser with 30+ years of property tax experience. Mr. Piner will be overseeing the revaluation project and will be involved in all aspects of the revaluation process. He recently completed revaluation work in Gates County, Brunswick County, Caswell County, Onslow County, Wayne County, Bertie County and Washington County. His firm is currently working on the Bladen County revaluation.

- **Harry Smith** is a highly respected property tax professional. He is slated to retire later this year as the Onslow County Tax Administrator with more than 30+ years of experience in the business. He will be concentrating on the commercial properties. He is well in tune with our commercial valuation process. He will also use his vast experience with the IAS World CAMA software to provide training for the Rowan County staff. This will include accessing and loading the tables for reappraisal.

- **Renee McGinnis** is a highly respected property tax professional. She is a retired tax administrator of 30+ years for Gates County. She will be working with sales, assisting with composing the schedule of values and resolving land valuations rates. She has just helped Piner Appraisal complete the Bertie County and Washington County revaluations. She is currently assissting with the Bladen County revaluation.

- **Gene Rountree** is also a highly respected property tax professional. He is a retired tax administrator from Nash County, with more than 40+ years in the industry. He will be working with sales, concentrating on composing the schedule of values and resolving land valuation rates. He also has just helped Piner Appraisal complete the Bertie County and Washington County revaluations. He is currently assissting with the Bladen County revaluation.

- **Christopher Mashburn** is a highly qualified commercial appraiser. He has achieved the highest level of designation in his field, (**MAI**). He will be a consultant for the commercial/industrial properties.

SCOPE OF WORK:

The purpose of this proposal is to aid and assist the Rowan County Tax Office with the 2023 revaluation in accordance with North Carolina General Statutes. The requested assistance and support includes the development of the schedule-of-values & Assesors manual with supporting documentation and appraisal principals. This bid also includes a detailed market analysis sales study, IAS World training, review and final valuation of approximately 35,000 non-commercial and industrial properties. Also included will be visitation and valuation of approximately 5,100 commercial and industrial properties with digital images included. Street level digital images will also be provided for approximately 52,000 non commercial properties **if elected to be included by the county.**

Piner Appraisal proposes the following services:

- Detailed Market Sales Study & Sales Confirmation
- Establish project schedule with key milestones of work and provide a monthly progress report to the Tax Assessor.
- Development of a detailed schedule-of-values manual with continuing sales tracking up through September 2022. This manual will be customized and user friendly. Examples and images will be from local market, local builders and real estate professionals. National cost guides will be available to support values in your area if needed.
- Appraisal of all real property. (Residential, Commercial and Industrial)
- Analyzing and valuing the commercial properties regarding the cost approach, the sales comparison, and the income approach to valuation. These values will be in direct correlation to the current market value for Rowan County, with emphasis on the income approach.
- Provide digital photograph of all commercial and industrial properties.
- Listing and measurement corrections as needed on all field surveys
- Rowan County Commercial and Industrial Sales and Income Data Collection by survey.
- Assist in conducting informal public hearings and appeals for all real property through the Board of Equalization and Review and the Property Tax Commission.
- Piner Appraisal will utilize cost, sales comparision and income approaches to valuation for the commercial and industrial properties. We have the necessary tools to provide relevant capitalization and income rates for Rowan County.
- Public relations assistance and support.

Piner Appraisal will not be responsible for the following:

Copies of property record cards for field utilization, office space, computers/computer upgrades, mass/bulk printing, value notices, and any public advertisements.

Re-Inspection or site visits caused by violent storms or natural disaster events. Additional fees, (per parcel price), will apply for re-inspections.

PRICE

Piner Appraisal has taken every effort to provide the most efficient proposal while maintaining the highest quality of service. Based on the indicated scope of work set forth in the Rowan County Request for Proposal, the bid **is $665,000.00.**

In addition Piner Appraisal offers a price of **$150,000.00** for the delivery of street images of 52,000 residential properties.

Piner Appraisal's fee will be $500.00 per day for any Property Tax Commission related issues.

INDEMNIFICATION & INSURANCE:

Piner Appraisal maintains all necessary insurance and will provide Rowan County proof of adequate general liability insurance, errors and omissions insurance, auto insurance and necessary worker's compensation insurance. Further, Piner Appraisal will provide Rowan County with any necessary performance bond and/or certified funds at time of contract award.

CONCLUSION & HIGHLIGHTS:

In conclusion, Piner Appraisal will be your local appraisal expert. We are dedicated to a long-lasting partnership with Rowan County. Our objective is clearly defined to provide your office and the property owners of Rowan County with the most competent, timely and trusted revaluation. We take great pride in our work quality, local accessibility and continuous communication throughout the project. We always strive to exceed expectations and value our solid reputation. Piner Appraisal offers Rowan County a highly experienced team with all necessary tools and no learning curves. Please do not hesitate to contact us with any questions or concerns you may have. **(252) 723-3562 or pinerappraisal@gmail.com.**

Thank you again for the opportunity to provide you with this proposal.

2023 Revaluation Project Timeline

	CY 2021										CY 2022												CY 2023						
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July						
Commercial Income Module Development																													
Collecting income data for rental properties																													
Field and office review Commercial/Industrial																													
Field and office review Residential																													
Updating property characteristics in TYLER system																													
Analyzing and qualifying property sales																													
Collect Cost Data from Contractors																													
Development and revision of rates for Schedule of Values																													
Updates rates in CAMA system/ Schedules Completed																													
Land pricing Commercial																													
Land pricing Residential																													
Valuation testing – Sales Ratio Analysis																													
Street level pictures																													
Final review – scope to be determined																													
Conduct public relations presentations																													
Submit Schedule of Values to BOC-NCGS 105-317(c)(1) - 21 days prior to consideration													9/19																
Make schedules available for public inspection in office													9/19																
Board of Commissioners - Ad for Public Hearing NCGS 105-317 (c)(2)													9/21																
Public Hearing for Schedule of Values - at least 7 days prior to adoption														10/3															
Adoption of Schedules														####															
Ad that Schedules have been adopted														####															
Ad that Schedules have been adopted														####															
Ad that Schedules have been adopted															11/2														
Ad that Schedules have been adopted															11/9														
Last day to challenge Schedule of Values-30 days after 1st ad															####														
Mail Revaluation Notices																													
Make appointments for informal hearings																													
Conduct informal reviews																													
Process changes from informal hearings																													
Mail value notices resulting from informal hearings																													
Schedule Board of E & R Hearings																													
Convene Board of Equalization and Review																													
Conduct reviews/process changes from BOER hearings																													
Mail value notices resulting from BOER hearings																													
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July						
		CY 2021									CY 2022								CY 2023										

Qualifications

Gary Piner

2321 Shore Drive, Morehead City, NC 28557 * **(252) 723-3562**

EDUCATION

East Carolina University (1976 – 1979)

ACCREDITATIONS

NC Real Estate Appraiser NC # T4955
Certified Real Property Appraiser, NC Department of Revenue

EXPERIENCE

Real Property Appraiser (1985 – Present)

Present **Bladen County Tax Office**
Working on revaluation for 2022

2019 - 2021 **Washington County Tax Office**
Working on revaluation for 2021.

2020 **Bertie County Tax Office**
Completed revaluation for 2020

2018 **Wayne County Tax Office**
Visited and assisted in valuing approximately 3,000 commercial properties for the 2019 revaluation.

2017 – 2018 **Onslow County Tax Office**
Visited and assisted in valuing over 2,960 commercial properties for the 2018 revaluation.

2016 – 2017 **Gates County Tax Office**
Performed walk around inspections on all residential properties for the 2017 revaluation.

2016 – Present **Bladen County Tax Office**
Independently contracted to measure and list new construction. Also handles appeals on an annual basis.

2015 – Nov. 2015 **Caswell County Tax Office**
Performed walk around inspections on all residential and commercial properties for the 2016 revaluation.

2015 – 2016 **Chowan County Tax Office**
Independently contracted to measure and list new construction.

2014 – 2015 **Brunswick County Tax Office**
Visited and assisted in valuing over 3,000 commercial properties for the 2015 revaluation.

2012 – Present **Washington County Tax Office**
Worked with assessor on all aspects of countywide revaluation. Continue to handle new construction and all other appraisal issues.

2011 – 2012 **Greene County Tax Office**
Performed walk around inspections on all residential properties for the 2013 revaluation.

2010 – Present **Wayne County Tax Office**
Independently contracted to measure and list new construction

2009 - 2010 **Craven County Tax Office**
Independently contracted to measure and list new construction

2006 - 2007 **Pamlico County Tax Office**
Independently contracted to measure and list new construction

2003 – Present **Gates County Tax Office**
Independently contracted to measure and list new construction

2001 - Present **Bertie County Tax Office**
Independently contracted to measure and list new construction

1985 – 2005 **Carteret County Tax Office**
Responsible for measuring and listing all improvements on each property.
Responsible for sizing and pricing land. Served as chief field appraiser 1988 – 2005.
Trained numerous personnel in all aspects of appraisal during this period.

Involved in revaluation of 1989. Extensively involved in all aspects of 1993 revaluation, 1997 revaluation and 2001 revaluation.

Extensively involved in all aspects of 2007revaluation until leaving in November 2005.

Conducted informal hearings for taxpayers and testified before Board of Equalization and Review on many occasions.

RELEVANT COURSES
(R-1) Introduction to Real Estate Appraisal
(R-2) Valuation Principles and Procedures
(R-3) Applied Residential Property Valuation
(R-4) USPAP
(G-1) Introduction to Income Property Appraisal
(IAAO Course 101) Fundamentals of Real Property Appraisal Fundamentals of Property Tax Listing and Assessing
(IAAO Course 102) Income Approach to Valuation

(IAAO Course 301) Mass Appraisal of Residential Property
(IAAO Course 305) Computer Assisted Mass Appraisal Valuation Model Building
(IAAO Course 400) Assessment Administration
(IAAO Course 9014) National USPAP Update
(IAAO Course 3069) Technology and Appraisers
(IAAO Course 3091) More Complaints, and AMC's, and UAD Updates
(IAAO Course 1969) New Day, New Appraisal

PAST MEMBERSHIPS
International Association of Assessing Officers
NC Association of Assessing Officers

References

Jodi Rhea	Bertie County Tax Administrator	(252) 794-6152
Sherri Wilkins	Washington County Tax Administrator	(252) 793-1176
Alan Lumpkin	Wayne County Tax Administrator	(919) 731-1468
Renee Davis	Bladen County Tax Administrator	(910) 862 - 6735

Additional references available upon request

Harry G. Smith

127 River Reach Dr. W.
Swansboro, N.C. 28584
Cell Phone: (252)241-5697
Email: hkhjsmith@ec.rr.com

PERSONAL

I am presently employed as the Tax Administrator for Onslow County. I am married and have two adult children and four grandchildren. I am an active member of First United Methodist Church in Morehead City. Interests include boating, hiking, traveling, and sports.

EDUCATION

East Carteret High School, Beaufort, N.C. - 1976
East Carolina University, Greenville, N.C. – 1980, B.S.B.A.

EMPLOYMENT

2003-2021, Tax Administrator, Onslow County, Jacksonville, N.C. I have been serving as the Tax Administrator in Onslow County since October 2003. In this capacity, I serve as both the appointed county assessor and appointed county tax collector. Responsibilities include general oversight of statutory assessment, listing, and collections activities, including budget preparation, serving as the clerk to the Board of Equalization and Review, personnel management, directing annual statutory processes related to personal property tax listing, real estate assessment, administration of property tax relief programs, exemption programs, and periodic countywide reappraisals. During my tenure, I have been active in both the NC Tax Collectors Association (NCTCA) and NC Association of Assessing Officers (NCAAO) serving on various committees and executive boards of both organizations, including serving as President of the NCTCA in 2010-2011, and the NCAAO in 2014-2015.

1992-2003, Assistant Tax Administrator, Carteret County, Beaufort, N.C. Since beginning my employment in 1992, I have served as Real Estate Appraiser, Chief Appraiser, Appraisal Director, and currently Assistant Tax Administrator. Responsibilities include coordinating the activities of the Appraisal Department, including supervision of 4 appraisers, 2 full time clerks, and 2 part-time clerks; assisting the Tax Administrator as needed, including aiding in budget preparation, conducting Board of Equalization Hearings, and reviewing appeals before the N.C. Property Tax Commission. Routine responsibilities include pricing land, listing and measuring new construction, coordinating and overseeing appraisers who perform these duties, oversee data entry of appraisal data into the CAMA system, coordinate review of parcels for in-house revaluation, develop Schedule of Values for revaluation, conduct sales ratio studies to determine assessment levels, maintain sales file, maintain current building cost file (Marshall & Swift), conduct employee training, communicate with software support personnel, public relations, perform functions of Tax Administrator/Collector.

1983-1992, Real Estate Property Manager, Crystal Coast Rentals, Atlantic Beach, N.C. As part owner of this property management company, I was responsible for overseeing all facets of managing over 130 privately owned condominium units, beach cottages, and residential dwellings. Responsibilities included advertising, reservation tracking, trust account management, public relations with tenants and owners, generating monthly accounting statements to owners, procuring and supervision of repairs and maintenance of properties, production of rental brochure for summer rental properties, management of yearly lease properties. During this time, I also completed an introductory appraisal course, and served on the MLS Committee as a member and Chairman.

ADDITIONAL EDUCATION

IAAO Course 1 - Fundamentals of Real Property Appraisal
IAAO Course 2 - Income Approach to Valuation
IAAO Course 201 - Appraisal of Land
IAAO Course 301 - Mass Appraisal of Residential Properties
IAAO Course 311 – Residential Modeling Concepts
IAAO Course 400 – Assessment Administration
IAAO Course 402 – Tax Policy
IAAO 151 – USPAP
IAAO 171-Standards of Professional Practice and Ethics
NC Department of Revenue – Personal Property Appraisal
SOG - Fundamentals of Property Tax Listing and Assessing

CERTIFICATIONS

NC Department of Revenue - Real Property Appraiser
NC Department of Revenue – Certified County Assessor
NCAAO - Certified North Carolina Appraiser Designation
NCAAO – Certified County Assessor Designation
NCTCA – Certified Tax Collector
IAAO- AAS Designation (Assessment Administration Specialist)

ADDITIONAL RECOGNITION

NCACC– Outstanding County Program Award – 2012
NCDOR – Outstanding Jurisdiction Award – 2013
NCDOR – Outstanding Jurisdiction Award – 2014
NCAAO – Tax Assessor of the Year Award – 2014
NCTCA – Tax Collector of the Year Award - 2019

Renée Hinton McGinnis
450 Water Swamp Road
Sunbury, North Carolina 27979
Home: (252) 465-8037
Work: (252) 357-1360
Cell: (252) 331-5294

Education:

Gates County High School Gatesville, N.C.	1976-1979	Diploma
Roanoke Chowan Community College Ahoskie, N.C.	1980	
College of the Albemarle Elizabeth City, N.C.	1992-1998	Associates Degree

Training:

Mass Appraisal of Residential Property	August 1995
Fundamentals of Property Tax Listing and Assessing	September 1995
Assessment Administration	June 1996
Business Personal Property Appraisal	August 1996
Fundamentals of Property Tax Collection	May 1997
Income Approach to Valuation	June 1997

Experience:

▪ RHMcGinnis, LLC 2014-Present

Gates County 2017 Revaluation Sept 2015-April 2017

I contracted with Gates County to assist in the 2017 revaluation. In assisting Gates County I worked the market and sales study and prepared spread sheets on same. Using the market study data I worked with the schedule of values to develop a schedule that reflected the current real estate market (land and improvements). I also developed new schedules to assist the County in computing a more accurate value on certain improvements. I also worked with data entry and informal appeals on this project.

▪ County of Gates Nov 2014-May 2015

I assisted the Gates County Tax Department in the transition of new computer hardware and software. I also assisted in the transition and training of the new Tax Administrator.

▪ Gates County Tax Department 1993-2014

Tax Administrator	1996-2014
Data Processor	1993-1996

Retirement Date 10/01/2014

As data processor I assumed all responsibilities for the computer system and software for the tax, water, election, and financial departments. I also worked with the appraisal of real and personal property for the tax department. In 1996 I was appointed by the County Board of Commissioners to serve as County Tax Administrator. I was responsible for all aspects of appraising real and personal property for the County and billing and collecting for same. My responsibilities also included land records and mapping. I have also supervised the billing and collections for the County water system. I supervised four employees, a deputy collector, two tax clerks and one billing/collections clerk. Even though it was not part of my job description I also assisted the Finance Officer when needed. I also served as a member of the County Technical Review Committee. As an employee of the Tax Department I assisted in two county revaluations and as Administrator lead two successful revaluations.

- Currituck County Tax Department 1993
  Deputy Collector

  As Deputy Collector I assisted the Collector with the duties of collecting current and delinquent taxes. Because of my experience with the computer system, I sometimes assisted other employees in the absence of the date processor.

- Gates County Tax Department 1984-1993
  Tax and Water Clerk

  I was hired for a temporary tax clerk position in October 1984 and in February 1985 was hired permanently as billing/collections clerk for water in the same office. I was later moved to a permanent position as tax clerk where I worked with the listing and billing of real and personal property. I also assisted with land records and mapping, and the collection of current and delinquent tax bills. I also assisted in two county revaluations.

Memberships:

North Carolina Association of Assessing Officers		1996- 2014
Treasurer	2005-2006	
Secretary	2006-2007	
Vice President	2007-2008	
President	2008-2009	
Chairperson and member of various committees		
International Association of Assessing Officers		1997-2014
North Carolina Tax Collectors Association		2002-2014
Member of various committees		
Gates County Rotary		2004-2012
President-Elect	2005	
President	2006	
Vocational Committee Chair	2007	
Rotarian of the Year for District 7720 Area 4		2007
Zion United Methodist Church		
Finance Committee Chairperson		
Audit Committee		
United Methodist Foundation Representative		
Gatesville Methodist Charge Treasurer		
Church Hostess		
Gates County Emergency Ministries		
Client Intake Volunteer		2015-Present
President		2016-Present
Meals on Wheels		
Meal Delivery Volunteer		2017-Present

Certifications:

North Carolina Department of Revenue County Assessor	1996
North Carolina Association of County Assessors Designation of Certified N C Assessors	2006

Wilton Gene Rountree

2247 Quail Haven Rd
Rocky Mount, NC 27804

Cell:(252-883-7786
Email: grountree@embarqmail.com

EDUCATION

East Carolina University -1974
BA Degree – Geography-Major

EXPERIENCE

Edgecombe County Tax Office 1976 – 2001

Mapper – Appraiser- Assistant Assessor- Assessor – Tax Administrator

Nash County Tax Office- Nashville, NC 2001-2009

Nash County Tax Administrator

Pearsons Appraisal Company 2009

Revaluation work in Edgecombe and Johnston County

Chowan County Interim Tax Administrator 2009-2011

Rasberry and Shackleford Appraisal Company 2011-2012

Revaluation work with New Hanover, Greene, and Jones County

Edmondson Appraisal Company 2014-2017

Revaluation work with Caswell and Edgecombe County

Franklin County Interim Tax Administrator 2013

Wayne County Revaluation 2018

Piner Appraisals -Bertie County Revaluation Present

CTSI-Marketing 2009- Present

Keystone Information Systems-Marketing 2015-Present

Licensed North Carolina Residential Appraiser – A2744

CHRISTOPHER MASHBURN, MAI, AI-GRS, ASA

3025 Bridges Street, Suite 9 • Morehead City, NC 28557 • 252-247-0404 Ext. 237

chris@mashburnappraisal.com

SUMMARY OF QUALIFICATIONS

I have completed USPAP compliant appraisal reports involving various commercial properties which include: vacant land, farmland, multi-tenant and single-tenant retail buildings, multi-tenant and single-tenant office buildings, apartments, industrial buildings, motels, mobile home parks, as well as various types of new construction. In preparing these reports, I have gained significance experience in researching and compiling market data, executing fundamental market analysis, as well as discounted cash flow and sell-out analysis. I also have experience in valuing partial interest, establishing leased fee and fee simple values, and valuation of various types of conservation easements.

QUALIFICATIONS

Mashburn Appraisal Group — 7/2012 – Present
Certified General Appraiser — Morehead City, NC

- Complete USPAP compliant appraisal reports for various individuals, government entities, and lending institutions
- Preform analysis of Highest and Best Use for improved and vacant parcels
- Preform discounted cash flow analysis utilizing excel
- Value partial interest, leased fee and fee simple values
- Complete fundamental market analysis for various types of commercial properties, industrial properties and vacant land
- Perform valuations of land encumbered with conservation easements
- Communicate and collaborate with property owners, government officials, real estate developers, attorneys and financial institutions in order to complete appraisal reports
- Develop relationships with bankers, landowners, investors, and local and state government employees
- Compose narratives to adequately explain research conclusions in order for individuals to make sound financial decisions
- Support appraisal report findings at local government meetings and financial institutions
- Manage team of appraisers to complete county-wide property tax revaluations

Houck Services — 3/2008 – 7/2012
Project Manager and Estimator — Harrisburg, PA

- Manage job costs and budgets by monitoring costs regularly, ensuring timely and accurate material deliveries and production schedules
- Engage with superintendents, foreman, and other estimators/project managers to ensure accurate estimates
- Facilitate on-site progress meetings as well as company scheduling meetings
- Assist with completion of project paperwork, warranties, and building owner requirements
- Engage office staff, superintendents, foreman, and other estimator/project managers to assemble documentation, prepare estimates and value engineer re-roofing solutions
- Inspect project site and/or perform take-offs from architectural drawings to define scope of work
- Execute take-offs utilizing computer software to determine cost of material, labor, equipment, and overhead costs

EDUCATION

Appraisal Institute Education

Valuation of Conversation Easements	Chicago, IL	3/2017
Condemnation Appraising: Principles & Applications	Orlando, FL	8/2016
Review Theory – General	East Brunswick, NJ	6/2016
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)	Nashville, TN	11/2015
Litigation Skills for the Appraiser	Wilmington, NC	8/2015
The Appraiser as an Expert Witness: Preparation & Testimony	Greensboro, NC	8/2015
General Demonstration Report – Capstone Program	San Juan, PR	5/2015
Advanced Concepts & Case Studies	East Brunswick, NJ	12/2014
Advanced Market Analysis and Highest & Best Use	Chicago, IL	11/2014
Quantitative Analysis	Orlando, FL	9/2014
General Appraiser Report Writing and Case Studies	Online	7/2014
General Appraiser Market Analysis and Highest & Best Use	Chicago, IL	5/2014
General Appraiser Site Valuation & Cost Approach	Plymouth Meeting, PA	4/2014
Advanced Income Capitalization	Louisville, KY	4/2014
Business Practices and Ethics	Online	3/2014
General Appraiser Income Approach / Part 2	Louisville, KY	3/2014
Real Estate Finance, Statistics, and Valuation Modeling	Greensboro, NC	2/2014
General Appraiser Income Approach / Part 1	Louisville, KY	2/2014
2014 – 2015 Seven Hour National USPAP Update	Wilmington, NC	1/2014
General Appraiser Sales Comparison Approach	Pittsburgh, PA	9/2013
Marketability Studies: Advanced Considerations & Applications	Greensboro, NC	1/2013

BrightPath Education Services

National USPAP 15 – Hour Course	Raleigh, NC	9/2012
Residential Market Analysis and Highest & Best Use	Raleigh, NC	9/2012
Basic Appraisal Procedures	Raleigh, NC	9/2012
Basic Appraisal Principals	Raleigh, NC	9/2012

McKissock

2016-2017 Seven Hour National USPAP Update	Online	1/2016

Spanish Language Institute

Concentration: Conversational Spanish	San Jose, Costa Rica	2007

Appalachian State University
Major: Industrial Construction Technology Boone, NC 2003 - 2006

- Courses include: Land Planning, Construction Management, Residential and Commercial Architecture, Sustainable Building Techniques, Construction Estimating, Technical Drafting, Renewable Electricity, Building Science, and Safety

Minor: Accounting

- Courses include: Accounting I & II, Financial Accounting, Individual Income Taxation, and Cost Accounting

LEADERSHIP & VOLUNTEER EXPERIENCE

Leadership Development & Advisory Council (LDAC) 5/2016
LDAC establishes an "appraiser-presence" in Congress and demonstrates that the Appraisal Institute is made up of professionals who recognize the importance of being actively involved in the political process. Four individuals, including myself, have been selected to represent the North Carolina Chapter of the Appraisal Institute at the 2016 Leadership Development & Advisory Council held in Washington, DC. Selection criteria included:

- Designated Member or enrolled in the Candidate for Designation program
- Work experience
- Professional quality of work, demonstrating an outstanding ability in appraising or related profession
- Personal attributes, to be described in letter of recommendation
- Balance and diversification of the Council

Leadership Carteret 1/2016 – 3/2016
I was a member of Leadership Carteret. This professional development program provides a comprehensive orientation regarding the places, people and issues that define Carteret County.

North Carolina Appraisal Institute Coastal Carolina Chapter 1/2016 – Present
Advisory Board Member

Rotary Club of Morehead City – Noon
Member 5/2014 – Present
Board of Directors 5/2016 - Present

United Way of Coastal Carolina – Carteret County
Advisory Board Member 3/2016 – 3/2017

The Salvation Army 2012 - 2016
Bell Ringer

AWARDS AND DESIGNATIONS

Designation of MAI (Appraisal Institute) 10/2015
The MAI designation has long been recognized by courts of law, government agencies, financial institutions and investors as a mark of excellence in the field of real estate valuation and analysis

Designation – AI-GRS (Appraisal Institute) 10/2016
The AI-GRS membership designation is held by professionals who can provide reviews of appraisals of a wide range of property types, including commercial, industrial, agricultural, residential, vacant land and others.

Designation – ASA (Accredited Senior Appraiser) (American Society of Appraisers) 4/2017

Eagle Scout 9/1997
The designation of Eagle Scout is the highest achievement attainable within the Boy Scouts of America organization with the necessary requirements taking years to fulfill.

PROFESSIONAL AFFILIATIONS

Designated Member of the Appraisal Institute (MAI, AI-GRS)

International Association of Assessing Officers

Designated Member of the American Society of Appraisers (ASA)

International Right of Way Association

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: 09/07/2021
SUBJECT: Permission to release RFP for Fleet Management Services

---

Rowan County wishes to send out a Request for Proposals (RFP) for Fleet Management Services. The purpose of this RFP is to obtain pricing for complete Fleet Management Services for Rowan County fleet of vehicles. This would include vehicles from all departments and includes management of routine service of vehicles, warranty service, inspections, fuel cards, and inventory. The contract will also include pricing for repairs, upfitting of vehicles and preparing for Surplus. CST Fleet Services has worked with the County to write the RFP.

The County Manager and the Purchasing Department recommend that the Request for Proposal be sent out by Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
RFP for Fleet Management	9/1/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

TO: Rowan County Commissioners
FROM: Aaron Church, Rowan County Manager
DATE: June 14, 2021
SUBJECT: Request for Proposal to Fleet Management Services

This agenda item is requesting that the Board of Commissioners authorize the County Manager to select and execute a contract with a consultant or hire a part-time temporary employee not to exceed $20,000 to assist the County with:

1. Writing a Request for Proposal for Fleet Management Services from the private sector,
2. Hold a pre-bid conference,
3. Review the bids and assist the County in making a recommendation for awarding the bid, and
4. Contract Negotiation with the awarded Fleet Management Services Company.

At this time the goal of utilizing a private sector Fleet Management Services Company is to reduce cost and improve safety and efficiency.

The services will likely include but are not limited to:

1. Vehicle documentation services including tag and title work.
2. Cloud based Inventory system for all vehicles.
3. Cost saving recommendations.
4. Fuel card management and services.
5. Provide preventative maintenance, inspections and repairs to all county vehicles by through contract services with the private sector utilizing the County Garage. This would include supervision, parts, labor, sub-contract work and life-cycle analysis / recommendations.
6. 24 hour customer service.
7. Remarket vehicles in compliance with North Carolina General Statutes.
8. Annual performance 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: 09/07/2021
SUBJECT: Purchase of Microsoft EA

Rowan County seeks Board of Commissioner's approval for our Microsoft Enterprise Agreement (EA) for a standard 3-year term. This contract will be with SHI International Corporation based on the current qualified vendor listed approved under the State of North Carolina Department of Information Technology (DIT) - 208C – Reseller for Microsoft Enterprise Agreement. This is an approved purchasing process pursuant to NCGS § 143-129(e)(9). Procurement of information technology, whereby local government is allowed to use pre-bid State contracts.

Rowan County IT is working to complete the exact user counts as Microsoft Licensing has changed from our last renewal period as more services have moved to online components. Our budgetary quote has been included for reference to the products that will be included in the final quote.

Allow the County Manager to enter into contract with SHI International Corporation for a 3 year contract for Microsoft Enterprise Agreement renewal not to exceed an annual amount as budgeted in FY21-22 for $252,550.

ATTACHMENTS:

Description	Upload Date	Type
Purchase of Microsoft EA	8/31/2021	Backup Material

STATE OF NORTH CAROLINA
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)
STATEWIDE IT PROCUREMENT OFFICE

Statewide IT Contract Number	**208C – Reseller for Microsoft Enterprise Agreement**
Bid / Solicitation Number	ITS-400175
Contract Award Type	MANDATORY
Current Effective Dates	May 1, 2017 through April 30, 2022 No more renewal options
Contract Administrator	Kristen Burnette Email: kristen.burnette@nc.gov Tel: 919-754-6678

Scope

This contract is for the use of Executive Branch Agencies.

This is a **MANDATORY Statewide Term Contract** for the use of **State Governmental Agencies** and is a **Convenience** Contract, not mandatory, for the use of **non-Educational Entities and Local** (Municipal and County) **Governments**.

This contract does **NOT INCLUDE** the **North Carolina University System** and its member campuses, **Instructional components of the Department of Public Instruction**, **Instructional components of the Department of Community Colleges**.

State Agencies with the need to acquire Microsoft Software not covered by this contract are required to comply with IT Procurement Rules, Policies and Procedures.

Manufacturer Pricing

To obtain pricing, contact the Vendor(s) listed in the Ordering and Vendor Contact Information section.

Ordering and Vendor Contact Information

Vendor	
SHI International Corp.	Send Orders To: **SHI International Corp.** (State Contract 208C) 290 Davidson Ave. Somerset, NJ 08873 Fed ID: 22-30099648 Fax: 800-211-7954 Local Primary Representatives Carolina Team (Inside Sales) CarolinaTeam@shi.com Phone: 800-211-0831 Fax: 800-211-7954 Carly Higginbotham (Outside Software Sales) Carly_higginbotham@shi.com Phone: 919-219-7355

Abnormal Quantity

There is no Abnormal Quantity provision for this contract.

Transportation Charges

FOB – Destination
Freight, handling and distribution charges shall be included in the total price of each item listed.

Delivery

The Vendor(s) will complete physical delivery within five (5) business days after receipt of a Purchase Order. As an alternative, if the end user wants the product delivered online, the Vendor(s) will complete online delivery within two (2) consecutive calendar days after receipt of a Purchase Order.

Return of Merchandise

Merchandise may be returned within thirty (30) days from date of delivery without penalty.

After thirty (30) days from date of delivery no returns are allowed.

Warranty

The Warranty provisions of the State of North Carolina and the Microsoft Enterprise Agreement apply.

Taxes

Prices do not include North Carolina sales or use taxes.

Value-Added Services

Contract related value-added services may be provided by the Vendor(s). These additional services will be negotiated by the Agency with the contract holder in accordance with IT Policies and Procedures. The Agency

is responsible for reviewing and amending if necessary the scope of work, lease agreement, etc. prior to order placement.

History:
September 6, 2006 – Changed Contract Administrator.
May 8, 2009 – Updated the contract term
May 11, 2010 – Updated the contract term and Dell Contact Information
October 22, 2010 – Changed Contract Administrator
June 1, 2011 – Updated the contract term
April 25, 2013 – Updated Dell Contact Information
August 7, 2013 – Updated Dell Contract Information
February 24, 2014 - Updated Dell Contract Information
May 16, 2014 – Extended expiration date to May 31, 2015
June 26, 2014 – Updated Dell Contact Information
August 12, 2014 – Updated Dell Contact Information
May 28, 2015 – Extended expiration date to May 31, 2016
May 31, 2016 – Extended expiration date to December 31, 2016 and changed outside software sales rep.
May 1, 2017 – Change of Reseller to SHI International Corp.
April 21, 2020 – Extended expiration date to April 30, 2021
April 20, 2021 – Extended expiration date to April 30, 2022

-end-

Pricing Proposal
Quotation #: 20212729
Created On: 3/17/2021
Valid Until: 3/31/2021

NC ROWAN COUNTY

Toni Wingler
130 W INNES ST ATTN: A/P
SALISBURY, NC 28144
United States
Phone: 704-216-8148
Fax:
Email: Toni.Wingler@rowancountync.gov

Richard Treadway
Phone:
Fax:
Email: Richard_Treadway@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Microsoft Core CAL Bridge for Office 365 - Subscription license) - 1 user - Platform - EA Subscription - All Languages Microsoft - Part#: AAA-12415 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	16	$18.38	$294.08
2	Microsoft Core CAL Bridge for Office 365 - Subscription license - 1 user - Platform - EA Subscription - from SA - All Languages Microsoft - Part#: AAA-12417 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	776	$15.43	$11,973.68
3	Microsoft Exchange Server Enterprise Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 395-02504 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	2	$712.53	$1,425.06
4	Microsoft Office 365 (Plan E3) - Subscription license - 1 user - hosted - EA Subscription - All Languages Microsoft - Part#: AAA-10842 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	17	$216.22	$3,675.74
5	Microsoft Office 365 (Plan E3) - Subscription license- 1 user - hosted - EA Subscription - from SA - All Languages Microsoft - Part#: AAA-10758 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	776	$183.46	$142,364.96
6	Microsoft SharePoint Server - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: H04-00268 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	1	$1,194.92	$1,194.92
7	Microsoft SQL Server Standard Core Edition - Software assurance - 2 cores -	10	$576.58	$5,765.80

	academic - Select, Select Plus - Win - All Languages Microsoft - Part#: 7NQ-00292 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3			
8	Microsoft Visual Studio Professional with MSDN - Software assurance - 1 user - Select - Win - All Languages Microsoft - Part#: 77D-00111 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	2	$302.21	$604.42
9	Windows Enterprise - Software assurance - 1 license - Enterprise - All Languages Microsoft - Part#: KV3-00353 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	793	$41.77	$33,123.61
10	Microsoft Windows Remote Desktop Services - Software assurance - 1 device CAL - academic - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: 6VC-01253 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	784	$18.02	$14,127.68
11	Microsoft Windows Server Datacenter Edition - Software assurance - 2 cores - Enterprise - All Languages Microsoft - Part#: 9EA-00278 Coverage Term: 10/1/2021 – 9/30/2022 **Note:** Year 1 of 3	160	$124.49	$19,918.40

*Tax	$16,412.78
Total	$250,881.13

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

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:	August 31, 2021
SUBJECT:	Proclamation Honoring the 75th Anniversary of the Harold B. Jarrett American Legion Post 342

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	8/31/2021	Cover Memo

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

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

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

PROCLAMATION
HONORING THE 75th ANNIVERSARY OF THE
HAROLD B. JARRETT AMERICAN LEGION POST 342

WHEREAS, the American Legion, the nation's largest veterans organization, was founded on the pillars of care for veterans, a strong national defense, Americanism, and children and youth; *and*

WHEREAS, millions of men and women of the American Legion continue to serve our nation as volunteers in a variety of worthy efforts, including initiatives and breakthroughs that have affected the lives of Americans in every community, from U.S. Flag Code to the GI Bill; *and*

WHEREAS, the Harold B Jarrett American Legion Post 342 has fulfilled the Legion's mission and been at the forefront since 1946 through programs such as Legion Baseball, High School Oratorical Scholarship Program, Tarheel Boys State, School Award Medals and Flag Advocacy; *and*

WHEREAS, the Harold B Jarrett American Legion Post 342 has been welcoming veterans from all branches of our Armed Forces for **75 years** and is to be commended for its volunteerism, community spirit, and staunch advocacy for veterans and their families.

NOW, THEREFORE, the Rowan County Board of Commissioners does hereby join in this special time of recognition and extends its appreciation to the Harold B. Jarrett Legion Post 342 for its contributions to national security and the welfare of military veterans, their families and their communities.

BE IT FURTHER PROCLAIMED that the Board declares September 18, 2021 as ***Harold B. Jarrett American Legion Post 342 Day*** and commends the dedication of the men and women of Post 342 who have served their country and who continue to earn our respect through their knowledge and commitment to the community.

This the 7th day of September, 2021.

_____
Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer
recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Scott Shelton, Vice President, Economic Development Commission
DATE:	September 1, 2021
SUBJECT:	Schedule Public Hearing for September 20, 2021 for Incentive Agreement with NorthPoint Development

---

ATTACHMENTS:

Description	Upload Date	Type
Request for Public Hearing	9/1/2021	Cover Memo

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

Memorandum

Date: August 31, 2021

To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentive agreement with NorthPoint Development*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for September 20th to consider a request from NorthPoint Development for a new incentive agreement. As you will recall, the company recently acquired approximately 41 acres located at 410 Webb Road. NorthPoint plans to build a 630,000 square foot facility on the site and lease it for distribution and/or manufacturing purposes.

As part of its strategy to aggressively pursue tenants, NorthPoint would like to utilize potential incentives from Rowan County to lower lease rates to make the new building a more competitive option for prospective companies who are seeking to locate in the region.

These incentives would work in the same manner as the County's adopted 'Investment Grant Program' policy. The company would receive a grant based on a percentage of new taxes paid. However, NorthPoint is proposing that the grant terms run for longer periods of time and at different percentages than the current policy. There would also be minimum job creation and average wage requirements in order to qualify for the grant.

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

Yours truly,

Scott Shelton

Scott Shelton
Vice President

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Valerie Steele, Airport & Transit Director
DATE:	8/24/2021
SUBJECT:	Public Hearing: FY23 Transportation Grant Application Descriptions and Amounts

---

FY23 transportation grant application descriptions and amounts requested.

Total Requesting: $846,820

County Match Required: $58,697

Approve RTS to apply for the grants as described and adopt the Community Transportation Program (CTP) Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Presentation FY23 Grants	8/24/2021	Presentation
FY23 Grant Descriptions and Amounts	8/24/2021	Exhibit
FY23 CPT Program Resolution	8/24/2021	Exhibit

ROWAN TRANSIT SYSTEM

Be an original.

FY23 Transit Grant Applications – Public Hearing

Board of Commissioners Meeting

September 7, 2021 3:00pm

PURPOSE

- The North Carolina Public Transportation Division is accepting Transportation Program applications for FY23. The BOC is the only official applicant for these funds.

  Applications due October 8, 2021

- This public hearing is to allow residents of the community an opportunity to comment on community transportation needs and the Rowan Transit System (RTS) grant applications



5311 CTP

- Community Transportation Program
  - Covers administrative costs including salaries, travel, communications, utilities, advertising, secured parking lot.
- Requesting $250,300
  - $212,755 (85% grant)
  - $37,545 (15% County match)

5310 STATE/RURAL

- Enhanced Mobility of Seniors and Individuals with Disabilities
  - RVO, TLC, Dialysis-Rural
- Requesting $385,000
  - $192,500 (50% grant)
  - $192,500 (50% match from contract revenue)
  - Dialysis-Rural (50% match from ROAP funding)

Supports: Rowan Vocational Opportunities, Inc.

- Non-profit rehabilitation facility providing work adjustment, vocational training and long term or transitory employment & life skills for people with intellectual or developmental disabilities.

- Daily Schedule
- Program Options
- Bi-weekly paycheck







For more information visit rowanvocopp.org

Supports:

TRINITY LIVING CENTER

- Community-based adult day service to meet the needs of frail elderly and functionally and/or cognitively impaired adults.
  - Daily Activities
  - Planned Outings
  - Nutritional support
  - Whirlpool/Spa







For more information visit trinitylivingcenter.net

Supports: DaVita Kidney Care

- Provide patients with integrated care whether they are in the early stages of kidney disease, transitioning to dialysis, seeking a kidney transplant or receiving life-sustaining dialysis.











For more information visit davita.com

COMBINED CAPITAL

- Funding to replace two raised roof vans and one 20ft light transit vehicle. All with lifts.
  - No guarantee NCDOT approval
  - Delivery may be delayed
- Requesting $211,520
  - $190,368 (90% grant)
  - $21,152 (10% County match)

FY23 Transit Grant Applications

Total Requesting: $846,820

- Grant Funding $595,623
- **County Match $58,697**
- Contract Revenue $192,500

All grant agreements are brought back in front of the BOC for official acceptance, the certification that funding is available and the approval for signature by the County Manger.

ACTION ITEM #1

Conduct a Public Hearing on FY23 Transportation applications.

- BOC clerk asked to please provide an official record of the public hearing minutes required to be included with the CTP application.

ACTION ITEM #2

Approve Rowan Transit (RTS) to complete and submit applications for the FY23 grants presented.

ACTION ITEM #3

Adopt CTP Public Transportation Program Resolution.

- Identifies the County Manager as the “authorized official” to make the necessary federal and state assurances and certifications on application documents with empowerment to enter into subsequent NCDOT grant agreements.
- The County Attorney must also affirm that Rowan County has authority under State and local Law to make and comply with certifications and assurances.

FY23 Transportation Grant Applications Public Hearing

The North Carolina Public Transportation Division is now accepting grant applications for Fiscal Year 2023. The following overview is provided for consideration at the September 7, 2021 Public Hearing.

- **5311 - Community Transportation Program (CTP)** will secure 85% grant support for RTS administrative costs. The grant will provide salary support for three positions (director, manager, safety and training officer), travel, communications, utilities, advertising, secured parking lot rent and office expenses.

  Administration: **Requesting $250,300**
  $212,755 (85% grant) & $37,545 (15% County match)

- **5310 – (State / Rural) Enhanced Mobility of Seniors and Individuals with Disabilities Program** will provide rural operating funds in support of increased demands for Dialysis transportation and continued service to Rowan Vocational Opportunities and Trinity Living Center.

  Operating: **Requesting $385,000**
  $192,500 (50% grant) & $192,500 (50% match from contract revenue. *No County match.*

- **Combined Capital Equipment (Federal Section 5311, 5311 Appalachian, 5307, 5339)** application will secure 90% grant support for Vehicles replacements.

  1. Three (3) vehicles qualified for replacement in FY23. DOT requirement is over 100,000 miles. Two (2) raised roof vehicles and one (1) 20ft light transit vehicle all equipped with lifts.
  2. No guarantee the request for new vehicles will be approved by NCDOT.
  3. New vehicle deliveries arrival likely delayed due to impacts of pandemic (chip shortage). In previous years they would arrive in the spring. Upon the receipt of replacement vehicles, the old vehicles must be surplused and can then be sold at a county auction or through govdeals.com with all proceeds to be spent on transit operations.

  Requesting $211,520
  $190,368 (90% grant) & $21,152 (10% County Match)

Total Requesting: $846,820

NCDOT: $595,623 County Match: $58,697 Contract Revenue $192,500

Board of Commissioners Action Steps:

1. Conduct Public Hearing: Conduct the Public Hearing on FY23 Transportation applications. (BOC clerk asked to provide an official record of the public hearing minutes to be included with the CTP application.)

2. Approve Rowan Transit to apply for the grants above.

3. Adopt CTP Public Transportation Program Resolution: Identifies the County Manager as the “authorized official” to make the necessary federal and state assurances and certifications on application documents with empowerment to enter into subsequent NCDOT grant agreements. The County Attorney must also affirm that Rowan County has authority under State and local Law to make and comply with certifications and assurances.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2023 RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

I, Aaron Church, County Manager do hereby certify that the above is a true and correct. The motion was verified from the video of the September 7, 2021 Board of Commissioners meeting. The approved minutes will be submitted to the North Carolina Department of Transportation Public Transportation Division Enterprise Business Services by November 15, 2021.

_____

Signature of Certifying Official

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

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

Affix Notary Seal Here

_____

Notary Public *

_____

_____

Printed Name and Address

My commission expires
(*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:	Ed Muire, Planning Director
DATE:	August 31, 2021
SUBJECT:	Z 05-21 Reaper's Realm, LLC [Continuation from 8-16-21 meeting]

UPDATE
The Commission conducted a public hearing at its August 16, 2021 meeting and opted to table its decision on this item in favor of considering a temporary use permit application for the venue. The public hearing for this item was closed and since it was not re-advertised, no additional public comment should be received.

As suggested by the Commission, the applicant's agent has submitted **TEMP 01-21** for consideration by the Commission as an agenda item at this same September 7, 2021 meeting, but has not withdrawn this Z 05-21 application.

Staff has provided the same set of material as included for the 8.16.21 public hearing for reference with addition of the Noise Monitoring Survey.

REQUEST
Reaper's Realm, LLC has submitted a conditional district zoning request for all or a portion of four (4) parcels owned by TJ and Angela Jenkins. The request includes Tax Parcels 147-001; 147-004; 147-006; and 147-116 which are located between Daugherty Rd and Old Linn Rd.

Proposed uses in the the Conditional District Rezoning (Map Amendment) from RA to CBI (CD) include: Agricultural livestock production; Lawn and Garden Services; Ornamental Shrub and Tree Services; Amusement and Recreational Services, i.e. “Haunted House and Trail”.

The primary reason for this request is to obtain approval for the annual seasonal operation of events at Reaper’s Realm Haunted House and Trail, which is classified as an Amusement Service and may only be petitioned for in the County’s non-residential zoning districts (CBI, NB and IND).

Previous operation of Reaper’s Realm as a seasonal Halloween event had been authorized through issuance of temporary use permits by the Commission in 2017 for a 2 year period and 2020 for 1 year only. In granting the 1 year permit, the Commission’s directive advised the event needed to seek rezoning for continued future operation given its been an annual occurrence as opposed to “temporary”.

PLANNING BOARD RECOMMENDATION
At its July 26, 2021 meeting the Planning Board recommended denial of the Z 05-21 request.

Its Statement of Consistency and Reasonableness for consideration, states, "**Z 05-21 is not consistent with the East Rowan Land Use Plan based on the following: It is an expansion of business that would conflict with surrounding residential uses and the proposed use would be a benefit to the owner at the expense of neighbors or community in regards to noise and traffic**."

SUGGESTED COMMISSION ACTION
- Discuss Case and Develop Statements of Reasonableness & Consistency
- Vote on Z 05-21 Application

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/1/2021	Cover Memo
GIS Map	9/1/2021	Exhibit
Z.05.21 Application	9/1/2021	Backup Material
Reaper's Realm Narrative	9/1/2021	Cover Memo
Exhibit A: Rescue Squad Contract	9/1/2021	Backup Material
Exhibit B: Aerial Photographs	9/1/2021	Backup Material
Exhibit C: List of Adjoining Property Owners	9/1/2021	Backup Material
Exhibit D: NCDOT Driveway Permit	9/1/2021	Backup Material
Exhibit E: Customer Experience Narrative	9/1/2021	Backup Material
Exhibit F: Public Safety Agency Correspondence	9/1/2021	Backup Material
Exhibit G: Noise Monitoring Survey	9/1/2021	Backup Material
Proposed Site Plan	9/1/2021	Exhibit
Proposed Security & Traffic Site Plan	9/1/2021	Exhibit
Proposed Zoning Boundary Detail Site Plan	9/1/2021	Exhibit
Proposed On Site Facilities Site Plan	9/1/2021	Exhibit
Applicant's Neighborhood Outreach and Responses	9/1/2021	Backup Material
Opposition Emails to Planning Board	9/1/2021	Backup Material
Neighbors Petition to Planning Board	9/1/2021	Backup Material

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

Z 05-21 Staff Report

PROPERTY OWNERS: Tony L. and Angela D. Jenkins
APPLICANT: Reaper's Realm Haunted House, LLC
AGENT: Albert Benshoff, The Brough Law Firm PLLC
REQUEST: Conditional District Rezoning (Map Amendment) from RA to CBI (CD) requesting uses for: Agricultural livestock production; Lawn and Garden Services; Ornamental Shrub and Tree Services; Amusement and Recreational Services, i.e. "Haunted House and Trail"

PROPERTY INFORMATION

Site Address: 175 Shuffler Woods Rd
Tax Parcels: 147-001 (portion); 147-004 (portion); 147-006 (all); and 147-116 (portion)
Acreage: 10.85 approximate acreage requested for CBI (CD) rezoning
Existing Tax Parcel Improvements:
*Refer also to the Applicant's Sheet No. 1 for Proposed Site Plan

147-001	Single Family dwelling; shop; barn and 2 structures used for the haunted trail, i.e. "asylum" and "slaughterhouse #1 and #2"
147-004	Single Family dwelling and singlewide manufactured home
147-006	Vacant
147-116	Haunted house and singlewide manufactured home

PROPERTY CHARACTERISTICS

The site consists of four (4) parcels totaling 18.31 acres and is situated between Old Linn Road (SR#1232) and Daugherty Road (SR#1243). Access is currently gained via a thirty-foot (30') easement known as Shuffler Woods Road which crosses Tax Parcel 147-045 (owned by Jeremy Blackwelder) to Daugherty Rd. The site also has thirty-one feet (31') of frontage on Old Linn Rd but access is not currently improved.

The Coldwater Creek Watershed's (WS-IV-PA) impervious cover limitation of 36% will affect the site if the disturbed area of the project is one (1) acre or more. Likewise, the one-acre threshold will require submittal of a soil erosion and sedimentation control plan to manage the site. Impervious cover that exceeds 36% may be considered by the Board of Commissioners through the Special Non-Residential Intensity Allocation (SNIA) process.

An unnamed perennial stream (aka "blue line") bisects the property flowing to the southwest and eventually joins Coldwater Creek paralleling the southbound lanes of I-85. No regulated floodplain is associated with this stream, but any disturbance or crossing will likely require 401/404 permits issued by NCDEQ and Army Corps of Engineers.

BACKGROUND

Records from the Rowan County Fire Marshal suggest the haunted trail has been inspected annually since 2013 but the haunted house finally acquired approval in 2017 after several years of operation as a non-compliant structure from building and fire code perspective. Indications are that all structures depicted on the site plans are now fire and building code compliant.

Previous operation of Reaper's Realm as a seasonal Halloween event had been authorized through issuance of temporary use permits by the Commission in 2017 for a 2-year period and 2020 for 1 year only. In granting the 1-year permit, the Commission's directive advised the event needed to seek rezoning for continued future operation given its been an annual occurrence as opposed to "temporary".

ZONING ANALYSIS

Current Zone: Rural Agricultural (RA)

Requested: CBI (CD) - Commercial, Business, Industrial – Conditional District

The applicant currently operates a lawncare service from this location and has requested said use (lawn and garden services), along with similar uses ornamental shrub & tree services and agricultural production livestock & animal specialties for consideration. While these uses are generally allowed in the current RA district, the CBI (CD) will only "permit" these uses if included in the new district.

The primary reason for this request is to obtain approval for the annual seasonal operation of events at Reaper's Realm Haunted House and Trail, which is classified as an Amusement Service and only permitted in the County's non-residential zoning districts (CBI, NB and IND).

Plan Conformity Property is located in both the I-85 South Corridor Land Use Plan and Area Three of the East Rowan Land Use Plan (ELUP)

Commentary from meeting participants in the I-85 South Corridor Plan desired "more separation of residential uses from business and industrial uses, …(but) also support for increased connectivity to general services and more commercial and retail opportunities." Overall, plan recommendations primarily focused on nodal development with in the study corridor, especially centered around the proposed Old Beatty Ford Rd interchange at I-85 and further acknowledged that properties within the corridor not to be served by public utilities should adhere to recommendations in the ELUP.

Future Land Use Recommendation D contained on page 28 in the ELUP states, "Proposals for expansion of existing businesses that minimize conflict with surrounding residential uses and recognized historic properties through design standards or impact mitigation techniques are encouraged in the Planning Area."

Future Land Use Recommendation A for Home Based Business (located on same parcel as residence) found on page 29 of the ELUP suggest, "Businesses should be sited to the rear of the home with lighting that is building mounted and focuses

downwards, adjoining residential uses should have visual separation provided by the business. The size of accessory structures associated with the business operation may also be limited."

The one-mile I-85 "commercial and industrial corridor" identified in the ELUP includes this site and generally recommends commercial and industrial uses, as well as mixed use development within the corridor. However, the site does not have access to a thoroughfare and no I-85 interchange exists at either Daugherty or Pine Ridge Roads. The recent construction of the Old Beatty Ford Road interchange onto I-85 is almost 2 road miles away.

Purpose & Intent

Conditional zoning is intended for proposals that may not be suitable for a general rezoning, but due to voluntary or agreed upon limitations that "address anticipated impacts" upon neighboring properties and the surrounding area, the request may be appropriate.

In this case, the applicant has proposed limiting uses to the four (4) previously identified and has attempted to address safety, noise and traffic concerns as contained in the revised project narrative. Refer to the applicant's package of material that includes project narrative and Exhibits A thru F.

Compatibility Of Uses

The proposed CBI (CD) application limits uses within the district to 4 specific uses. Agricultural production livestock & animal specialties is a permitted use in any zoning district and lawn & garden services and ornamental shrub & tree services are permitted with special requirements (SR) in the RA district. However, given the site doesn't meet the minimum thirty-five-foot (35') road frontage requirement, building sizes are limited to 2,000 square feet which will likely prevent future expansions if the properties remain RA.

Amusement and Recreation Service type uses are only allowed in CBI and IND and with SR in the Neighborhood Business district. A general rezoning to CBI or IND is not appropriate for this site, but as three of the four proposed uses are generally compatible with the current and surrounding RA district, the primary focus should be determining if / how the Haunted House and Trail (with conditions) are compatible with area.

Vicinity Conditions

With exception of a ten (10) acre parcel (TP:147-043) south of the site, surrounding and adjacent properties are almost exclusively developed with single-family dwellings; refer to applicant's Proposed Site Plan Sheet 1. Consequently, zoning in the area is comprised of the Rural Agricultural (RA) district and impacts to the residences immediately adjacent to the site will likely experience the greatest impact with regard to noise and traffic.

West of the site are two (2) CBI zoned properties - a fifty (50) acre tract owned by Sue Tadlock and the other is a portion of a two hundred (200) acre tract paralleling northbound I-85 owned by Frank Corriher Beef & Sausage Company; the remainder

of said tract on the west side of I-85 is in China Grove's ETJ. Approximately one-half mile south of the site "as the crow flies" is the proposed Kannapolis Crossing mixed use development at Old Beatty Ford Road within Kannapolis city limits.

POTENTIAL IMPACTS

Traffic

2016 Average Annual Daily Traffic (AADT) from NCDOT indicates 1300 vehicles on Daugherty Rd east of the site near the Lentz Rd intersection and 1700 vehicles west of the site on Daugherty Rd near the China Grove Rd intersection. Capacity data for Old Linn Road and Daugherty Road is not available.

NCDOT has issued a commercial driveway permit for the operation based on the seasonal nature of the operation (one month of the year), but has reserved the right to reevaluate the permit based on an increase in hours or volume and has informed the applicant of his responsibility to provide all traffic control and associated signage directing attendees. Refer to Applicant's Exhibit D for copy of DOT issued driveway permit.

Due to past queuing and congestion concerns from traffic entering and exiting the site form Daugherty Rd, the applicant has proposed a new site entrance from Old Linn Road, incorporating a traffic checkpoint and turnaround, allowing for patrons to enter at Old Linn Rd and exit via Daugherty Road; refer to Applicant's Proposed Security and Traffic Control Sheet 2 along with item 6 Access and Circulation in his Narrative.

Using the self-imposed 1200 daily patron capacity limitation for the Halloween season, the anticipated "pm peak generation" for site traffic may range between 600 cars (assuming 2 occupants per vehicle) and 300 cars (4 occupants per vehicle). Forty (40) volunteers, thirty (30) employees and ten (10) security may generate an additional 80 to 45 trips. This generalized traffic assumption may account for as many as 600 vehicles entering Old Linn Rd and 680 exiting onto Daugherty Rd which may increase AADT by as much as 50% during operations.

Individual parking spaces are not delineated on the site plans, but based on acreages (1.93 total or 84,070 sq ft) Staff calculates the number of gross spaces at 467 (180 sq ft per space). This gross total does not include aisles and roadways for traffic movements and if removing these areas only allowed for 300 spaces, this should be adequate based on traffic generation scenarios above and typical patron experience takes 1 hour plus an additional hour for parking, etc. In other words, its unlikely 600 cars would be parked in the venue at one time.

Noise

Indications have been made by the applicant that site operations will comply with the County's 70 decibel standard, but supporting documentation has yet to be provided. The 70-decibel standard is applicable from 7 am – 11 pm and is actually 65 decibels from 11 pm to 7 am. Likewise, the County's Noise Ordinance stipulates that amplified sound is not to be audible more than one hundred feet (100') from its source. The agent states they are attempting to hire a qualified consultant to model

	the noise impacts. Noise has been a primary and on-going complaint based on Staff phone conversations with adjoining neighbors.
Operations	The applicant has requested the venue dates be extended beyond the previous year's Halloween season and include dates around Valentine's Day, St. Patrick's Day, Halloween and Christmas. Hours of operations will be Sunday thru Thursday 6:30-10 pm and Friday-Saturday 6:30-12:30 am. The venue will be open no more than thirty (30) days in any given year. Refer to items 3 and 4 of the Applicant's Narrative for specifics related to dates and hours operation.
Security	Applicant proposes to utilize five (5) private security and (5) off-duty deputies during the Halloween season and three (3) private security and two (2) off-duty officers for the other seasons. Applicant has also proposed siting a centralized Command Post for use by local EMS, Sheriff, etc. in the event of an emergency. Refer to C1 in the Narrative for more information.
Emergencies	The Haunted House has a sprinkler system inspected and approved by Rowan County Fire Marshal and receives an annual inspection by the Fire Marshal and Bostian Heights Fire Department. Exhibit A is a pending agreement between Rowan County Rescue and the applicant to provide medical personnel and ambulance when the facility is operating. Refer also to C2, C4 and C5 of the Narrative for safety related information.
Insurance	Applicant's proposed insurance coverage is included in B9 of his Narrative.

COMMISSION DELIBERATION

The applicant has submitted a Conditional District (CD) rezoning application with improvements and conditions outlined in the project narrative and attachments that become "part of the district" if approved. Any additional conditions imposed by the Commission have to address conformity with applicable ordinances, e.g. zoning ordinance, noise ordinance, sedimentation and erosion control ordinance, etc.; land use plans and impacts reasonably expected to be generated by the venue operations. These conditions must be consented to in writing by the applicant.

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

Regardless of its decision to approve or deny the application, the Commission must develop Statements of Consistency and Reasonableness, which may now be contained in a single statement. As a reminder, Consistency describes whether the decision is consistent or inconsistent with an adopted comprehensive plan; and Reasonableness evaluates: size of the area; benefits and detriments to the landowner, neighbors and community; relationship between current actual and permissible development in the proposed area compared to development allowed if approved; why the decision is in the public's interest; and any changed conditions warranting approval.

PLANNING BOARD RECOMMENDATION

At its July 26, 2021 meeting the Planning Board recommended denial of the Z 05-21 request. Its Statement of Consistency and Reasonableness for consideration, states," **Z 05-21 is not consistent with the East Rowan Land Use Plan based on the following: It is an expansion of business that would conflict with surrounding residential uses and the proposed use would be a benefit to the owner at the expense of neighbors or community in regards to noise and traffic**."

STAFF COMMENTARY

The Jenkins have been operating Reaper's Realm venue as a Halloween attraction since 2013 that perhaps evolved from a family and friends operated attraction into an event that now employs thirty (30) people and requires forty (40) volunteers and may accommodate up to 1,200 patrons a night. As popularity of this venue may increase, so do the impacts that adjoining property owners experience, not only at Halloween, but also during the other seasonal events. Some of the complaints related to noise and traffic can be attributed to the fact that there have been no conditions or standards for operating the venue.

The applicant and agent have made significant strides in addressing the initial comments and concerns raised by Staff and members of other local agencies including NCDOT, Building Inspections, Fire Marshal, Environmental Health, Sheriff's Office and Bostian Heights Fire Department.

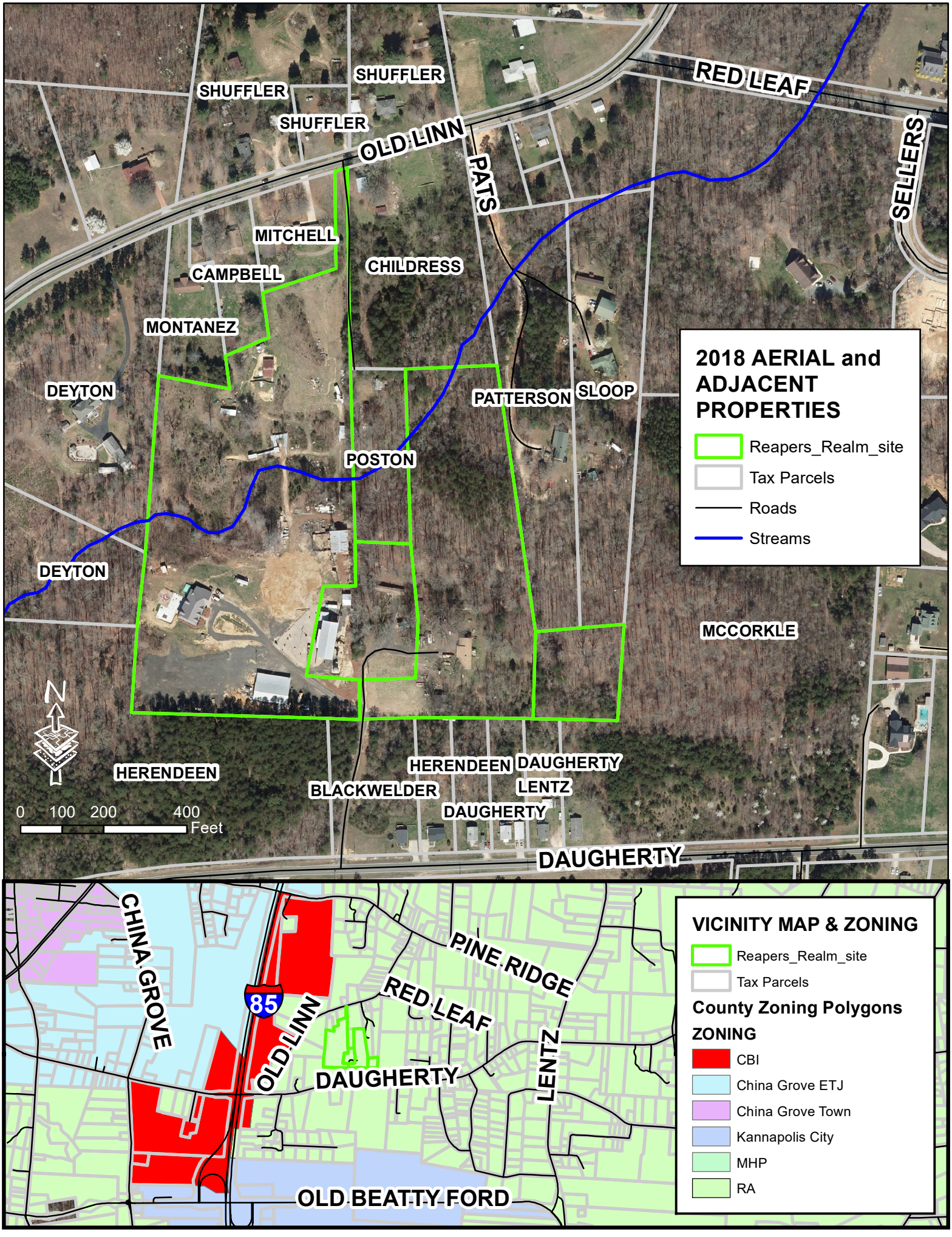
Consideration of the conditions attached to this (or any) application attempting to make it compatible with surrounding properties can be challenging, but those are only half of the process. The other and sometimes more difficult half are making certain the conditions are adhered to and remain enforced over the life of the project. As such, Staff encourages the Commission to consider if the improvements and process offered by the applicant make this project suitable with the surrounding area; feedback or "performance standards" suggested by the community (and agreed to by the applicant) may also be used to achieve compatibility. If the Commission is inclined to render a favorable opinion, a recommendation as to when operation of this venue may occur, i.e. will all improvements and documentation be required prior to operation this Halloween season?

STAFF RECOMMENDATIONS

If the Commission is inclined to approve the application, Staff offers the following recommendations:

1. Require the proposed internal road and deeded right-of-way (Shuffler Woods Rd) be constructed to the 20' and 24' widths shown on Proposed Site Plan Sheet 1 and provide certification from an NC registered professional engineer that said road will support emergency vehicles utilized by Bostian Heights Fire Department
2. Provide a maintenance certification / agreement with the Fire Marshal stipulating the internal road and Shuffler Woods Rd will be maintained to a standard allowing their use and access
3. Require all parking and overflow parking areas depicted on Proposed Site Plan Sheet 1 be improved with a minimum six inch (6") thick compacted gravel
4. Update site plans to depict buildings / structures added since 2018 aerial photography and have them inspected or certified as code compliant for the type occupancy of this venue

5. Screening along the northwest property line depicted on site plans should (at a minimum) have the evergreens adjacent to the adjoining property lines placed not more than five feet (5') apart and be at least six tall at time of planting. The inner plantings within the remainder of the buffer should consist of and adhere to Section 21-215(1)b(1) or (3) at the option of the applicant
6. Provide decibel modeling that accounts for all site operations (vehicle noise, chain saws, loud speakers, screams, etc.) prepared by an acoustical consultant and incorporate any site improvements / modifications as a recommendation by said consultant
7. Obtain a collective approval or satisfaction form the agencies utilizing the Command Post prior to obtaining building and related permits for its construction


SHUFFLER
SHUFFLER
SHUFFLER
RED LEAF
OLD LINN
PATS
SELLERS
MITCHELL
CAMPBELL
CHILDRESS
MONTANEZ
DEYTON
PATTERSON
SLOOP
POSTON
DEYTON
MCCORKLE
HERENDEEN
HERENDEEN
DAUGHERTY
BLACKWELDER
LENTZ
DAUGHERTY
DAUGHERTY
N
0 100 200 400
Feet
2018 AERIAL and ADJACENT PROPERTIES
Reapers_Realm_site
Tax Parcels
Roads
Streams
CHINA GROVE
85
OLD LINN
PINE RIDGE
RED LEAF
DAUGHERTY
LENTZ
OLD BEATTY FORD
VICINITY MAP & ZONING
Reapers_Realm_site
Tax Parcels
County Zoning Polygons
ZONING
CBI
China Grove ETJ
China Grove Town
Kannapolis City
MHP
RA

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

Case # Z 05-21
Date Filed 6-4-21
Received By MEM
Amount Paid $300.00 CK #1078
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Reaper's Realm Haunted House LLC
Signature: Angela D. Justice
Phone: 704 239 4153 Email: 1976angntj@gmail.com
Address: 175 Shuffler Woods Road, China Grove, NC 28023

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

Name: Albert M. Benshoff, The Brough Law Firm PLLC
Signature: Albert M Benshoff
Phone: 980 622 6440 Email: benshoff@broughlawfirm.com
Address: 1526 E. Franklin St., Suite 200, Chapel Hill, NC 27514

PROPERTY DETAILS:

Tax Parcel(s): See attached list Size (sq.ft. or acres): See attached.
Property Location: 175 Shuffler Woods Road, China Grove, NC 28023, between Old Shinn and Daugherty Roads
Current Land Use: Single family residential, landscaping business, haunted house and trail
Date Acquired: See attached Deed Reference: Book _____ Page _____

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CBI-CD

If requesting a conditional zoning district, list proposed use or uses:

Single family residential, site built, 0783 Ornamental Shrub and Tree Services, Single family residential, modular, 7999 Amusement & Recreation Services NEC, 0782 Lawn and Garden Services

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

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): Angela D. Jenkins

Date: June 2, 2021

Name of Applicant / Agent: Albert M. Benshoff

Address: The Brough Law Firm PLLC, 1526 E. Franklin St., Suite 200, Chapel Hill, NC 27514

Phone Number: 980 622 6440

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

STATE OF North Carolina **COUNTY OF** Rowan

I, Emily C. Reeder, a Notary Public for said County and State, do hereby certify that Angela D. Jenkins personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires August 16, 2024.

SEAL

EMILY C. REEDER NOTARY PUBLIC ROWAN COUNTY, N.C. MY COMMISSION EXPIRES 8/16/24

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [signature] 2. Planning Board Courtesy Hearing: 7/26/21 3. Notifications Mailed: 7/16/21 4. Property Posted: 7/16/21 5. Planning Board Action: Approved _____ Denied ✓ 6. Board of Commissioners Public Hearing: 8/16/21 7. Notifications Mailed: 8/5/21 8. Property Posted: 8/4/21 9. Dates Advertised: 1st 8/5/21 2nd 8/12/21 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: __/__/__

REVISED Narrative for Rezoning from RA to CBI-CD for a portion of **614 Old Linn Road (formerly** 175 Shuffler Woods Rd., China Grove**)** JULY 13, 2021

Additions are in **BOLD**.

A. PROPERTY DETAILS

Tax Parcel #	**Size / Area**	**Date Acquired**	**Deed Book and Page #**
147-001	10.31 acres [1]	May 23, 2008	1122 / 302
147-004	5.37 acres [2]	Dec. 1, 2017	1300 / 715
147-006	1.05 acre	Dec. 1, 2017	1300 / 715
147-116	1.58 acres	Dec. 1, 2017	1300 / 715
147-145	**RoW to Daugherty Rd.**	**Feb. 18, 1980**	**591 / 231**
147-145	**Ditto**	**Aug. 6, 2008**	**1127 / 297**

B. CONDITIONS:

1. Only the portions shown in the hatched pattern on Site Plan Sheet 4 "Proposed Site Plan with Split Zone" are proposed for rezoning to CBI-CD.

2. The only uses permitted will be:

   0782 Lawn and Garden Services
   0783 Ornamental Shrub and Tree Services
   7999 Amusement and Recreation Services NEC
   02 Agricultural production livestock and animal specialties

3. Reaper's Realm Haunted House LLC DBA Reaper's Realm Haunted House & Trail (RRHHT) will be open no more than 30 days in any calendar year. The days will be divided between 3 to 4 seasons. The seasons are:

NAME of SEASON	*NUMBER of DAYS*	*LAST DAY of SEASON*
St. Valentine's Day	4	**See St. Patrick's Day. For example, the last day of this season would be Feb. 13, 2022, if approved.**
St. Patrick's Day	2	**Sunday of the weekend closest to the holiday, except when holiday falls on a Weds, then it will be Sunday of the following weekend. For example St. Patrick's Day was Weds March 17, 2021–**

[1] Source: Rowan County GIS. Deed states 10.823 acres

[2] Source Rowan County GIS for parcels 147-004, -006 and -116.

		equidistant between 2 weekends. The following Sunday was March 21. In 2022 the last day of the season will be March 20, if approved.
Halloween	20	October 31
Christmas	4	Before December 24

The number of days per season may be less than shown in the table. The RRHHT may not operate every season on every year. There will be no Christmas season in 2021.

The hours of operation of the RRHHT are:

- Sundays through Thursdays from 6:30 PM to 10:00 PM. No admission tickets will be sold after 9:00 PM.
- Fridays and Saturdays from 6:30 PM to 12:30 AM. No admission tickets will be sold after 11:00 PM.

It takes the average customer about one hour to complete the RRHHT.

4. The maximum number of patrons permitted per day is 1,200. Patrons must arrive by motor vehicle. The circulation pattern is all one-way. Patrons will enter at Old Linn Road only. A control point will be set up at the entrance, manned by a Sherriff's deputy and a RRHHT employee. (See Site Plan #2, Proposed Security and Traffic Control) The employee will count the number of person is each car and give them an ID number and instructions to tune their radio to a certain frequency. The information on the number of persons per vehicle will be radioed to the command post. A running tally of the total number of persons admitted will be kept. After 1,200 patrons are admitted, no more vehicles will be admitted.
A turn-around area is shown on revised Site Plan 1. The entrance road from Old Linn Road to the turn-around is two-way. When capacity is reached vehicles will be turned around by a flagger at old Linn Road. Staff will close the road at the southern end of the turn-around area when capacity is reached. The main entrance will be posted that RRHHT is closed. When the turn-around area is cleared of vehicles the main entrance will be closed to entering vehicles with a gate or temporary barrier. AB
Patrons will be directed to remain in their vehicles under their number is broadcast on the radio. They will then proceed to the fenced in "Customer Standing" area to purchase tickets and be admitted to the Haunter House. (See Site Plan #2). Entrance to Customer Standing is through a checkpoint manned by a Sherriff's deputy and a RRHHT security guard, as shown on Site Plan #2. The security guard will wand each patron for weapons and check purses. Occupancy to the Customer Standing area will be limited to about 200 persons.

Children under the age of 16 will not be admitted unless accompanied by a responsible adult (at least 18 years old), parent or legal guardian. **IDs will be checked for ages of customers. IDs will be checked before vehicles leave the turnaround area.**
Parents will not be permitted to drop off their children unless accompanied by an adult.
EXCEPTION: Patrons may leave their cars to buy snacks, but must return to their vehicles to consume them.

5. NOISE:
   The noise level at the property lines will not exceed 70 decibels on the A scale of a sound level meter certified by ANSI.

6. ACCESS AND CIRCULATION:
   A new gravel road will be constructed from Old Linn Road to the RRHHT "Parking Area" shown on Site Plan Sheet #1. A N.C. DOT driveway permit has been obtained and a copy attached at Exhibit D for the new Old Linn Road entrance. The only entrance will be on Old Linn Road. The new gravel road will be one way in. All traffic will exit via Shuffler Woods Rd. to Daugherty Road. Shuffler Woods Road will be one-way, except for emergency vehicles. One Sherriff's deputy and one certified flagger will be stationed at both the entrance and the exit. (See Site Plan #2). Walkers will be told that they cannot enter on foot or via Shuffler Rd. Temporary signs will be erected to say, "Exit Only" and "No Parking – Towing Enforced" at the intersection of Shuffler and Daugherty Roads. See the Site Plan Sheet #2.

   A temporary sign will be erected on the State right-of-way near the intersection of Old Linn Rd. (SR 1222) and Daugherty Rd. (SR 1242) (with permission) directing traffic to the Old Linn Road entrance.

   With the neighbor's permission, "NO PARKING -TOWING ENFORCED" signs will be posted in any neighbor's yard that requests a sign.

7. The number of haunted house buildings will not exceed the number shown on Site Plan Sheet #1. **The Existing Shop is used to store haunted house props and for the applicant's landscaping business.** The length and location of the trail will remain as shown on the site plan. The trail may be moved slightly, shortened, or lengthened. If the trail is lengthened, its new length will not be more than ten percent larger than the length shown on the site plan.

8. Parking will be provided as shown on the Site Plans Sheets 1-3. All parking lots will be gravel.

9. PERMITS and INSURANCE: All required permits including but not limited to Building, Fire, Environmental Health will be obtained prior to opening for the October season each year. The insurance policy is issued each year before the October season. Certificates of Insurance will be submitted as soon as it is available.

   The anticipated amounts and types of insurance are: Commercial General Liability: Per Occurrence $1,000,000;
   Damage to Rented Premises $100,000;
   Personnel and Adv. Injury $1,000,000;
   General Aggregate $2,000,000;
   Products – Comp. / Op. Aggregate $1,000.000.

C. SUPPLEMENTARY PLANS:

1. Plan for Security Enforcement, Limits on Number of Customers **and Lighting**. See **revised** Site Plan Sheet 2 Proposed Security and Traffic Control. RRHHT will hire five Rowan County Sherriff's deputies, or other sworn law enforcement officers for security each night RRHHT is open **during the Halloween Season**. In addition, Reaper's Realm will hire five bonded security guards **during the Halloween season. Three private security guards and two deputies will be hired for the other season. Customer attendance at the last Valentine's season was 300 person / night**. All of the security guards are veterans of the U.S. armed forces. One deputy will be assigned to each of the following: the entrance, exit and the entrance to the Customer Standing Area. The other deputies will be stationed by the ticket window and near the gift shop and ATM, which are all located in the "Existing Haunted House". The security guards will be stationed at the "wanding" station at the entrance to the Customer Standing Area, one in each parking lot, and two inside of the Customer Standing Area. If the overflow parking lot is used, a security guard will be stationed there.

   A "Security Command Post" will be set up in the detached office building beside the gift shop on the south end of the Haunted House (see Site Plan sheet 2). All emergency services personnel and the security guards will have access to the command post. The command post has a telephone land lines and WI FI.

   Emergency vehicles can enter on Shuffler Woods Rd. The deputy and security guards will stop traffic and/or clear Shuffler Woods Road to allow emergency vehicles to enter from Daugherty Road.

   Rowan County Rescue Squad **has been asked to** contract to provide one ambulance and crew to be stationed on site when RRHHT is open to the public. The Rescue Squad is stationed outside the Security Command Post. A letter from the Rescue Squad is attached at Exhibit A. **Further correspondence will be provided.**

The Fire Marshall and Bostian Heights VFD may conduct an annual inspection of the RRHHT provide that representatives of the LLC are present.

LIGHTING: Reaper's Realm has a mobile tower light that sits at to end of trail and shines on parking lot in front of the "Existing Haunted House" (See Site Plans). A 400 watt metal halide light is located on the west end of the "Existing Shop" shop that shines into parking lot in the southwest corner of the property. Another 400 watt metal halide light on the east end of the Existing Shop is pointed towards Shuffler Woods Rd. Two 400 watt led lights are mounted on a mobile light pole located in about 40 in front of the house on property 147 004. (This is the large 7-sided polygon just north of the "Parking Area 0.40 Ac.") These lights illuminate the parking lot mentioned above, which is located to the right or east of Shuffler Woods Rd. All lights are electric utility powered except the mobile light pole - it is diesel.

2. Plan for Fire Prevention and Control.
   The main haunted house ("Existing Haunted House" on the Site Plans) is sprinklered per the Rowan County Fire Marshall's directions. All buildings on the trail have lighted exit signs and are equipped with fire extinguishers. The Rowan County Fire Marshall will inspect the RRHHT approximately two weeks before opening to the public and as the Fire Marshall determines that inspections are necessary.

3. N.C. Building Codes.
   All buildings meet the Building Code(s) per the certification of James Basinger, PE or by certificate of occupancy to be issued by the Rowan County Building Inspector(s) after the rezoning is approved.

4. Plan for Emergencies.
   A plan for dealing with emergency situations involving the occurrence of incidents requiring rapid evacuation, including arrangements for use of emergency egress roads.

   As noted above under Condition 4. ACCESS AND CIRCULATION, emergency vehicles may enter from either Linn Road or Daugherty Road via Shuffler Road. The security guards will stop traffic and clear the roads as necessary for the emergency vehicles.

   In the event that the patrons must leave the property early, the following steps will be taken:
   A) All the house lights will be turned on.

B) An announcement will be made over the PA system that all patrons are to walk to their vehicles and remain there until directed to leave by a deputy or security guard.
C) The actors / employees in each building will help patrons to the exits. The actors will search the buildings to make sure everyone has left.
D) The actors/employees will walk with the patrons to the parking lots. Once all the patrons are in their cars, the actors/employees not assigned to direct traffic will proceed their assembly area. From the assembly area they will be directed to a new duty station or to their vehicles.
E) Once emergency vehicle traffic has stopped for the time being, customers will be directed to the nearest exit. Traffic on Linn Road will be reversed to allow vehicles to exit there. Vehicles will also exit via Shuffler Road.
F) Deputies may stop oncoming traffic on Shuffler and/or Daugherty Roads to speed up the evacuation, at the direction of RCSO command staff.

5. Plan for Adequate Medical Care.
Rowan County Rescue Squad will station an ambulance with staff on site when the RRHHT is open**, per the contract attached at revised Exhibit A.**

6. NOISE:
Sound amplifying equipment is in each building and outside at the main Haunted House. Music is played for customers. It consists of two speakers. A microphone is hooked into the speakers for the purpose of making announcements. A chainsaw is used to enhance the atmosphere. It is located near the Asylum. The chainsaw is shut off at 11:30 PM of Fridays and Saturdays and at 10:00 PM other days. The noise level at the property lines will not exceed 70 decibels on the A scale of a sound level meter certified by ANSI.

A twenty foot Type A buffer and setback is provided around the **northwestern** perimeter. The proposed exit road behind the existing shop is eight feet lower than the neighboring property. The grade difference eliminates most of the traffic noise.

Most of the property line is wooded as shown on the air photos attached at Exhibit B. The woods will not be removed. Where necessary, supplemental trees will be planted.

7. SANITATION:
A total of six porta potties are shown on Site Plan Sheet 3 Proposed Onsite Facilities in the following numbers and locations:
A. Two sinks are provided near the four porta potties at the Customer Standing Area.

B. One porta-potty is to be placed in the western end of "Parking Area 0.65 Acres"; and

C. One porta potty is located at the end of the Haunted Trail.

Trash will be picked up by weekly by Alexander Waste. Supplemental trash hauling to the landfill will be provided as needed by Reaper's Realm. **See revised Site Plan # 3 for the locations of trash receptacles.**

All COVID protocols issued by the Rowan County Health Department and/or the Governor will be followed.

Hand sanitizing stations are located at the entrance to every building.
Trash along Daugherty, Shuffler Woods and Linn Roads will be picked up daily.

Rowan County Environmental Health has tested the water and inspected the concessions area in previous years. Environmental Health will re-inspect before opening.

8. INSURANCE

A copy of the certificate of insurance is typically issued with the new annual policy in September of each year. A copy will be provided to the County at that time. **The anticipated insurance coverages are listed in B. 9 above.**

9. COMMUNITY OUTREACH

A summary of this application with a site plan will be delivered to each contiguous neighbor shown on the site plan and the neighbors across the road from the entrance / exit. The summary asks for comments and concerns to be made to the Applicant, the Applicant's lawyer or to the Rowan County Planning Department. Comments may be anonymous. A list of these neighbors is attached at Exhibit C. The Applicant will discuss the plans with the neighbors shown on the Site Plans. A summary of these contacts will be provided before the Planning Board meeting. A project web page is at www.reapersrealmnc.com. People are encouraged to make comments. A summary of all comments will be provided to the Planning Board.

10. SITE PLAN CHECKLIST MISCELLANY

4. All of the adjoining properties are zoned RA and are used as residences or are vacant. The current uses are listed on Site Plans 1 and 4 inside circles.

8. There are 30 paid employees in addition to the 5 private security guards and 40 volunteers.

15. <u>Built Upon Area Ratios:</u>

Existing Building:	**29,529 SF**
Existing Driveways:	**53,445 SF**
Parking Areas:	**84,070 SF**
Customer Standing:	**13,248 SF**
Existing Trails:	**6,250 SF**
New Road:	**35,719 SF**

Total Proposed Impervious:	**222,261 SF (5.1 ac)**
Total Site Area:	**797,538 SF (18.3 ac)**

Impervious Ratio: 0.279

LIST OF EXHIBITS

EXHIBIT A: Rowan County Rescue Squad **Contract**

EXHIBIT B: Air Photos

EXHIBIT C: List of Neighbors

EXHIBIT D: N.C. DoT Driveway Permit

EXHIBIT E: Narrative of Customer's Experience.

EXHIBIT F: Correspondence To-date with Public Safety Agencies

EXHIBIT A

1140 Julian Rd.
Salisbury, N.C. 28146
Email: rowanrescue@rowanrescue.org

Phone Emergency: 911
Business: 704-633-5405
Fax: 704-633-9968

To: Mr. Jenkins (Reapers Realm)

We at Rowan County Rescue Squad agree to provide medical coverage for your events at Reapers Realm located at 1610 Daugherty Rd, China Grove, NC 28023. This will include 1 Ambulance and 2 EMT's each night the business is open. The staff and truck will be committed to your event and will not leave at any time. We also agree to stage beside the command post located beside the ticket house.

Rowan County Rescue Squad will be on Scene of the event Sundays thru Thursdays from 6:00pm until 10:00pm. On Fridays and Saturdays Rowan County Rescue Squad will be on scene of the event from 6:00pm – 12:00pm.

Rowan County Rescue Squad staff members working the event, shall be paid nightly at the following rate:

1 EMT - $20.00 per hr

1 EMT - $20.00 per hr

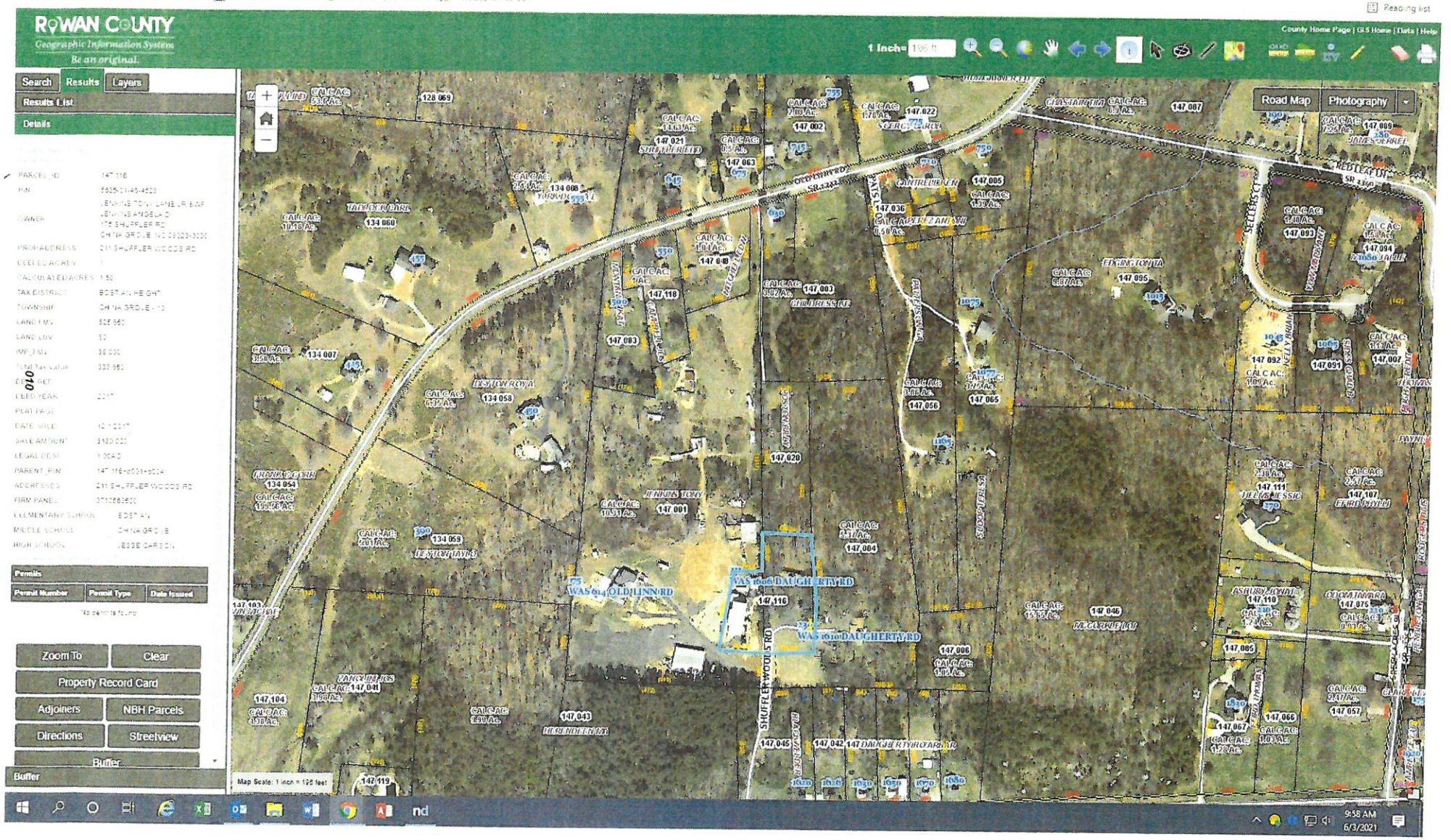
1 Certified Ambulance - $35.00 per 4 hr, anything over 4 hrs and the ambulance fee is $70.00

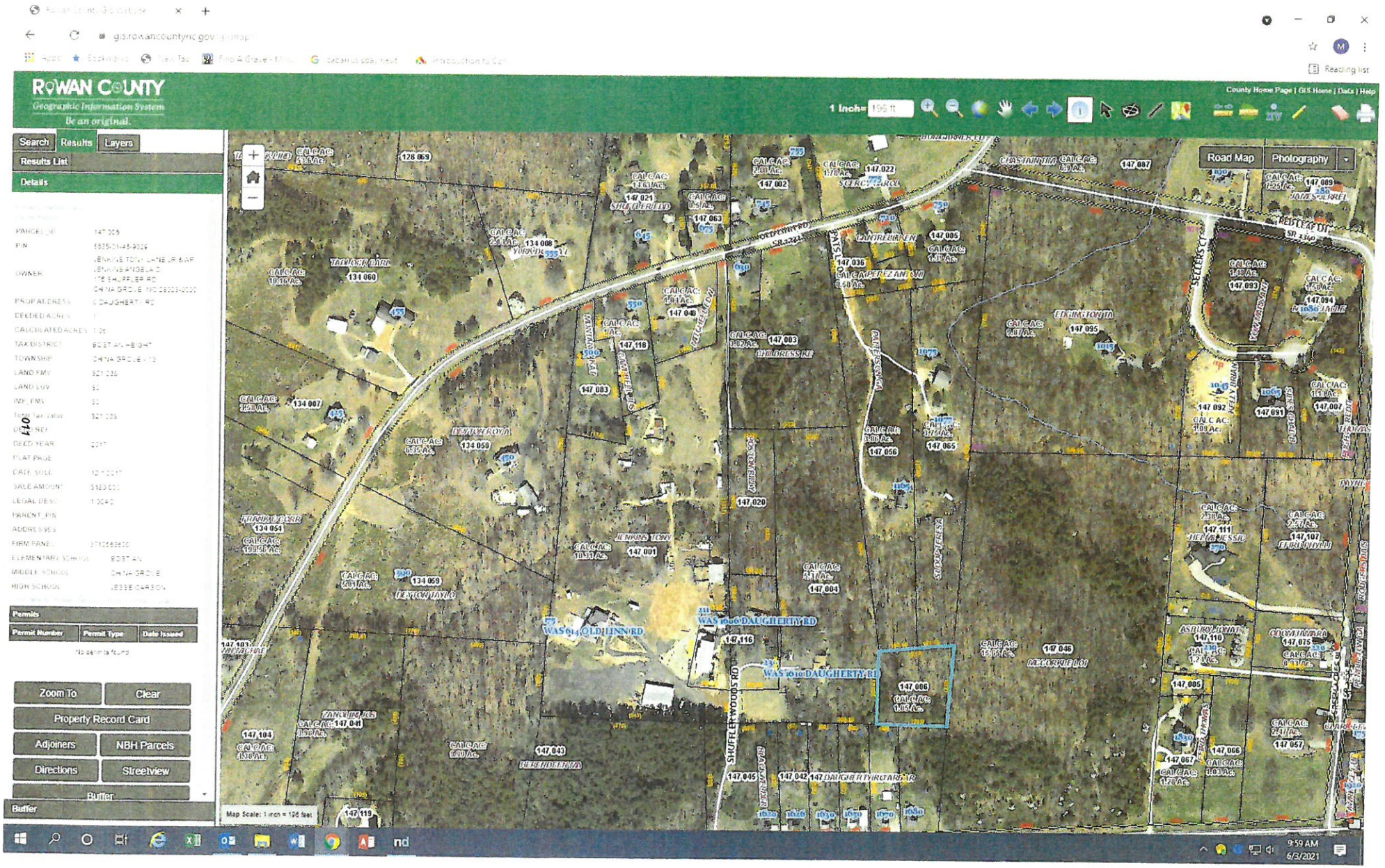
The Rowan County Rescue Squad understands that sometimes weather events may cause early closing or cancelation of events. If the event is cancelled for a specific date then we request notification prior to arriving at the event.

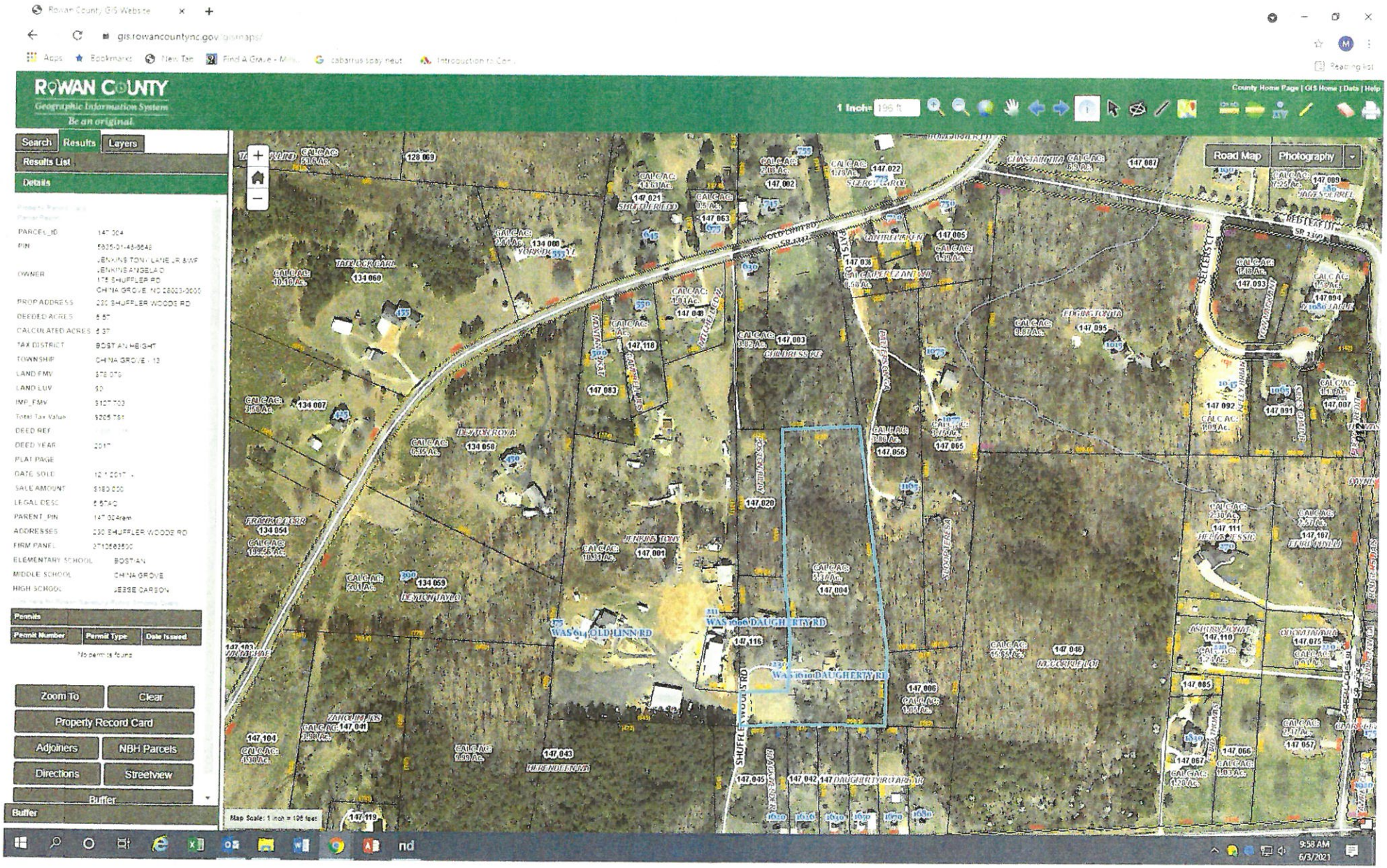
If all parties are in agreement within the guidelines set forth then we will enter into this agreement on the _____ day of July, 2021. This agreement shall be good for 1 yr.

Allen J. Carlyle Jr. - Chief

EXHIBIT B


ROWAN COUNTY
Geographic Information System
Be an original.
1 Inch=
Search
Results
Layers
Results List
Details
Road Map
Photography
Permits
Permit Number
Permit Type
Date Issued
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
Buffer
Map Scale: 1 inch = 198 feet
WAS 1606 DAUGHERTY RD
WAS 614 OLD LINN RD
SHUFFLER WOODS RD
DAUGHERTY RD
9:58 AM
6/3/2021


ROWAN COUNTY
Geographic Information System
Be an original.
1 Inch= 196 ft
County Home Page | GIS Home | Data | Help
Search
Results
Layers
Results List
Details
Road Map
Photography
Permits
Permit Number
Permit Type
Date Issued
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
Buffer
Map Scale: 1 inch = 196 feet
9:59 AM
6/3/2021


Rowan County GIS Website
gis.rowancountync.gov/gismaps/
ROWAN COUNTY
Geographic Information System
Be an original.
County Home Page | GIS Home | Data | Help
1 Inch=
Search
Results
Layers
Results List
Details
PARCEL_ID 147 004
PIN 5825-01-48-8648
OWNER JENKINS TONY LANE JR &WF JENKINS ANGELA D 178 SHUFFLER RD CHINA GROVE, NC 28023-9000
PROP ADDRESS 230 SHUFFLER WOODS RD
DEEDED ACRES 6.87
CALCULATED ACRES 6.87
TAX DISTRICT BOSTIAN HEIGHT
TOWNSHIP CHINA GROVE - 13
LAND FMV $78,070
LAND LUV $0
IMP_FMV $127,700
Total Tax Value $205,761
DEED REF
DEED YEAR 2017
PLAT PAGE
DATE SOLD 12/1/2017
SALE AMOUNT $180,000
LEGAL DESC 6.87AC
PARENT_PIN 147 004rem
ADDRESSES 230 SHUFFLER WOODS RD
FIRM PANEL 3710658500
ELEMENTARY SCHOOL BOSTIAN
MIDDLE SCHOOL CHINA GROVE
HIGH SCHOOL JESSE CARSON
Permits
Permit Number
Permit Type
Date Issued
No permits found.
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
Buffer
Buffer
Road Map
Photography
SHUFFLER WOODS RD
OLD LINN RD
DAUGHERTY RD
Map Scale: 1 inch = 196 feet
9:58 AM
6/3/2021

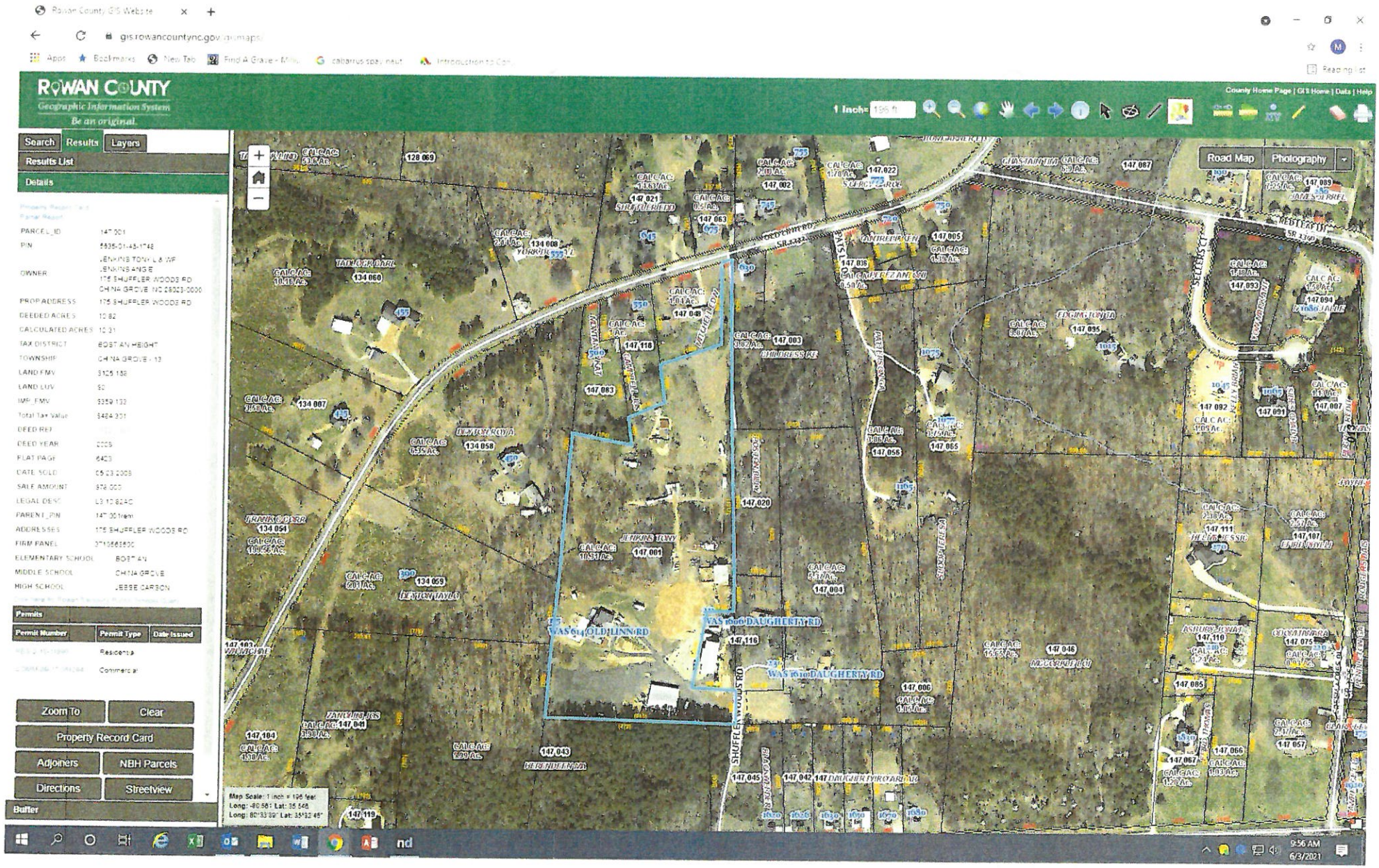

Rowan County GIS Website
gis.rowancountync.gov
ROWAN COUNTY
Geographic Information System
Be an original.
County Home Page | GIS Home | Data | Help
1 Inch = 196 ft
Search
Results
Layers
Results List
Details
PARCEL_ID 147 001
PIN 5835-01-48-1748
OWNER JENKINS TONY L & WF JENKINS ANGIE 175 SHUFFLER WOODS RD CHINA GROVE NC 28023-0000
PROP ADDRESS 175 SHUFFLER WOODS RD
DEEDED ACRES 10.82
CALCULATED ACRES 10.31
TAX DISTRICT BOSTIAN HEIGHT
TOWNSHIP CHINA GROVE - 13
LAND FMV $125,138
LAND LUV 90
IMP_FMV $359,133
Total Tax Value $484,231
DEED REF
DEED YEAR 2005
PLAT PAGE 6423
DATE SOLD 05/23/2005
SALE AMOUNT $78,000
LEGAL DESC L3 10.82AC
PARENT_PIN 147 001rem
ADDRESSES 175 SHUFFLER WOODS RD
FIRM PANEL 3710585500
ELEMENTARY SCHOOL BOSTIAN
MIDDLE SCHOOL CHINA GROVE
HIGH SCHOOL JESSE CARSON
Permits
Permit Number
Permit Type
Date Issued
Residential
Commercial
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
Buffer
Road Map
Photography
WAS 1010 OLD LINN RD
WAS 1010 DAUGHERTY RD
SHUFFLER WOODS RD
SR 1332
Map Scale: 1 inch = 196 feet
Long: -80.561 Lat: 35.565
Long: 80°33'39" Lat: 35°33'45"
9:56 AM
6/3/2021

EXHIBIT C LIST OF NEIGHBORS - CONTIGUOUS

Name	County Property Number & PIN
Patterson, Gary M. and wife, Deborah C. Patterson 1165 Pats Loop, China Grove, NC 28023-5769	147 036 (5835-01-47-7632), 147 056 (5835-01-47-8008)
Sloop, Teresa P. and husband, Timothy Sloop 1077 Pats Loop, China Grove, NC 28023	147 065 (5835-01-57-0004)
McCorkle, Lois Daugherty 809 N Enochville Ave, China Grove, NC 28023	147 046 (5835-02-56-2574)
Lentz, Barbara Rainwater 2570 Lentz Rd. China Grove, NC 28023	147 039 (5835-01-46-8144)
Daugherty, Robert J. 7287 Meeting Street, Charlotte, NC 28210	147 040 (5835-01-46-7154) 147 042 (5635-01-46-5183)
Herendeen, Mary R. 571 Paradise Rd., Salinas, CA 93907	147 044 (5635-01-46-6164)
Blackwelder, Jermey Michael 1463 Banks Rd., Fort Mill, SC 29715-8431	147 045 (5635-01-46-4133)
Deyton, Roy Anthony and wife, Ann Johnston Deyton 450 Old Linn Rd., China Grove, NC 28203	134 058 (5635-01-37-6038), 134 059 (5635-01-36-4781)
Montanez, Kathya Divina 500 Old Linn Rd., China Grove, NC 28023	147 083 (5635-01-47-0204)
Campbell, Justin Ryan and Goldin Carly 550 Old Linn Rd., China Grove, NC 28023	147 118 (5635-01-47-0385)
Mitchell, Edward Wayne 610 Old Lynn Rd., China Grove, NC 28023-5614	147 048 (5635-01-47-2436)
Childress, Kenneth and wife, Patricia Ann Childress 630 Old Linn Rd., China Grove, NC 28023	147 003 (5635-01-47-5450)
Poston, Billy Roy and wife, Dollie M. 616 E. Mills Drive, Landis 28088	147 020 (5635-01-46-4943)

NEIGHBORS ACROSS OLD LINN and DAUGHERTY ROADS from the ENTRANCES

Name	County Property Number
Shuffler, Eddie Lee and wife, Donna L. Shuffler 1254 Bennington Dr. NW, Concord, NC 28027	147 021 (5635-01-48-3266), 147 063 (5635-01-47-3714), 147 002 (5635-01-47-4896)
Williams Noel A. and spouse, Joan E. Williams	147 008 (5635-01-35-6387)
Young, Thomas Stanford and wife, Cynthia C. Young 1515 Daugherty Rd., China Grove, NC 28023	147 074 (5635-01-45-1721)
Lentz, Barbara Rainwater 2570 Lentz Rd., China Grove, 28023	147 038 (5635-01-45-7430)

June 4, 2021

Daugherty, Randy Neal and wife, Tamara Freeze Daugherty 1715 Daugherty Rd., China Grove, NC 28023	147 081 (5635-02-55-3331) 147 121 (5635-02-55-5379)
Daugherty, Greer Haywood and Carolyn Buckwell Daugherty 2920 Daugherty Rd., China Grove, NC 28023	147 101 (5635-04-54-5794)
Honeycutt, Ginger O. 1825 Daugherty Rd., China Grove, NC 28023	147 120 (5635-02-55-6812)

June 4, 2021

EXHIBIT D

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 7, 2021

Rowan County

Subject: COMMERCIAL DRIVEWAY PERMIT
Reapers Realm
SR 1243 (Daugherty Rd) & SR 1232 (Old Linn Rd)
Driveway Permit No. D091-080-21-00012

Reapers Realm
175 Shuffler Woods Rd
China Grove, NC 28023

Mr. Tony Jenkins,

Enclosed, please find the approved driveway permit application for the Reapers Realm site onto Daugherty Road in Rowan County. This permit is contingent upon compliance with the attached Standard and Special Provisions.

NOTE: Please see Standard Provisions Attachment.
NOTE: Please contact County Maintenance Engineer, Michael Hedrick prior to construction.
NOTE: A copy of this approval package should be on site at all times.
NOTE: All Utilities will need to be approved under separate encroachments.
NOTE: Approval of this driveway permit application allows the applicant to establish a connection to an existing state-maintained roadway and does not constitute approval of the proposed commercial site plan or subdivision design.

Sincerely yours,

DocuSigned by:
7AA7144FF694423...
Kelly Seitz, P.E.
District Engineer

PKS: etg

Attachments(s)
pc: Mr. S.P. Ivey, PE, Division Engineer
Mr. Michael Hedrick, PE, County Maintenance Engineer
Mr. Shane Stewart, Rowan County Planning Department

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 9/ DISTRICT 1
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Telephone: (704) 630 3200
Fax: (704)639-7566
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Policy On Street And Driveway Access to North Carolina Highways

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION
Driveway Permit No. D091-080-21-000012	Date of Application 4/5/2021	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
Development Name: REAPERS REALM		

LOCATION OF PROPERTY

Exact Distance .5i ☒ Miles ☐ Feet N ☒ S ☐ E ☐ W ☐

From the Intersection of Route No. SR 1243 and Route No. SR 1232 Toward

Property Will Be Used For: ☐ Residential /Subdivision ☒ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☐ Other

Property: ☐ is ☒ is not within CHINA GROVE City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a $50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

2003-05 NOTE: Submit Four Copies of Application to Local District Engineer, N.C. Department of Transportation TEB 65-04rev.
61-03419

Policy On Street And Driveway Access to North Carolina Highways

SIGNATURES OF APPLICANT

	PROPERTY OWNER (APPLICANT)		WITNESS
COMPANY	Reaper's Realm	NAME	Eric Catlett
SIGNATURE	Angela Smith	SIGNATURE	
ADDRESS	175 Shaffler Woods Rd.	ADDRESS	4770 S MAIN ST
	China Grove NC Phone No. 704-239-4153		SALISBURY, NC 28147

	AUTHORIZED AGENT		WITNESS
COMPANY		NAME	
SIGNATURE		SIGNATURE	
ADDRESS		ADDRESS	
	Phone No.		

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

ETG — SIGNATURE — 4/7/21 — DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE — TITLE — DATE

APPLICATION APPROVED BY DISTRICT ENGINEER

DocuSigned by: Kay Dent 7AA7144FF694423... — SIGNATURE — District Engineer — 4/8/2021 — DATE

INSPECTION BY NCDOT

SIGNATURE — TITLE — DATE

COMMENTS: 1976angntj@gmail.com

Use Additional Pages as necessary.

STANDARD PROVISIONS

1. The Rowan County Maintenance Engineer's Office shall be notified at least five (5) days prior to the actual start of work and upon completion of all the work. A pre-construction meeting with Michael Hedrick, P.E., County Maintenance Engineer, Telephone (704-630-3240) shall be held in order that he may schedule his inspections accordingly.

2. An executed copy of this driveway permit shall always be present at the site during construction. If safety or traffic conditions warrant such an action, the Department reserves the right to further limit, restrict or suspend operations within the right-of-way.

3. All materials and construction shall be in accordance with NCDOT standards and specifications, Including, but not limited to, the NCDOT Standard Specifications of Roads and Structures dated January 2018, the NCDOT Roadway Standard Drawings, and NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way

4. Strict compliance with the Policy on Street and Driveway Access to North Carolina Highways and Subdivision Roads Minimum Construction Standards manuals shall be required.

5. It shall be the responsibility of the developer to acquire or dedicate new right-of-way for all roadway improvements associated with the driveway permit. This shall include any and all construction easements, utility easements, sidewalk maintenance easements, etc. The Department of Transportation will not approve or take on maintenance of any facility that is located outside of recorded right-of-way. The developer shall identify the need for additional right-of-way or easements and officially record those with the respective county's register of deeds office.

6. Traffic control devices, lane closures, road closures, positive protection and/or any other warning devices shall be used in accordance with the latest NCDOT Roadway Standard Drawings, Standard Specifications for Roads and Structures, and/or any additional amendments. If there is no guidance provided in the above mentioned standards all traffic control devices shall comply with the latest Manual on Uniform Traffic Control Devices for Streets and Highways. The Department reserves the right to require a written traffic control plan for encroachment operations.

7. During construction, ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants, and hospitals. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.

8. The Department reserves the right to modify, remove, or relocate any access point if it is deemed necessary to maintain the safety, mobility, and efficiency of the roadway. The applicant may be held liable for the redesigning any necessary modifications, including but not limited to, medians, auxiliary lanes, and turning movement restrictions.

9. All permanent driveway connections shall be paved for a minimum of fifty (50) feet along the centerline of the new driveway.

10. It shall be the responsibility of the Permittee to determine the location of utilities in the encroachment area. The Permittee shall be responsible for notifying utility owners, providing protection and safeguards to prevent damage or interruption to existing facilities and for maintaining accessibility to existing utilities. Relocation costs of any utilities shall be the responsibility of the permittee.

11. All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Permittee in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, and policies. All earth areas shall be regarded and seeded in accordance with NCDOT Standard Specifications for Roads and Structures dated January 2018.

12. It shall be the responsibility of the developer to install all necessary regulatory traffic signage, pavement markings, etc. in accordance with the latest NCDOT Roadway Standard Drawings.

13. When surface areas in excess of one acre will be disturbed, the Permittee shall submit a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. Failure to provide information shall be grounds for suspension of operations.

14. Driveways must be constructed so that they do not adversely affect highway drainage or drainage of adjacent properties. Drainage and stability of the highway subgrade must not be impaired by driveway construction or roadside development. In no case may the construction of a driveway cause water to flow across the highway pavement, to pond on the shoulders or in the ditch, or result in erosion within the right-of-way.

15. It shall be the responsibility of the owner to maintain a sight distance triangle being measured seventy (70) feet in length, along the right of way, in each direction from the edges of the proposed or existing driveway and being measured ten (10) feet in width along each side of the drive from its intersection with the right of way and being in addition to the right of way. It is further understood that no structures, signage or vegetation over fifteen (15) inches in height shall be placed within the above described sight distance triangles.

16. It shall be the responsibility of the developer to ensure adequate sight distance in both directions at the driveway connection. Sight distance shall be based upon ten (10) feet of clear sight distance for each one (1) mile per hour of the prevailing speed limit.

17. While the Department of Transportation permits sidewalk construction within the right-of-way, behind curb and gutter sections only, the liability and maintenance of the sidewalk remains the responsibility of the permittee/property owners. All newly constructed sidewalk and curb ramps within NCDOT right-of-way must be constructed in compliance with the Americans with Disabilities Act (ADA) standards. See STD 848.05

18. All temporary construction entrances are to be stoned and maintained at all times to prevent mud from being tracked onto the highway. Any mud/dirt which may collect on the roadway from equipment and/or truck traffic on site shall be removed in a timely manner to avoid any unsafe traffic conditions.

19. The driveway connection must be completed within one (1) year from the above approval date. Once this time has expired, a reapplication will be required.

20. All personnel performing any activity inside the highway right-of-way are required to be familiar with the NCDOT Maintenance/Utility Traffic Control Guidelines. All flagging, spotting, or operating Automated Flagger Assist Devices (AFAD) inside the highway right-of-way requires qualified and trained work zone flaggers. Training for this certification is provided by NCDOT training resources and pre-approved private entities. All personnel in charge of overseeing work zone traffic control are required to be qualified work zone supervisors. For any questions regarding proper work zone flagger or supervisor training please refer to our website at http://connect.ncdot.gov/projects/WZTC/pages/Training.aspx. You may also contact Kenneth Thornwell, P.E. at (919-814-5037) or kcthornwell@ncdot.gov

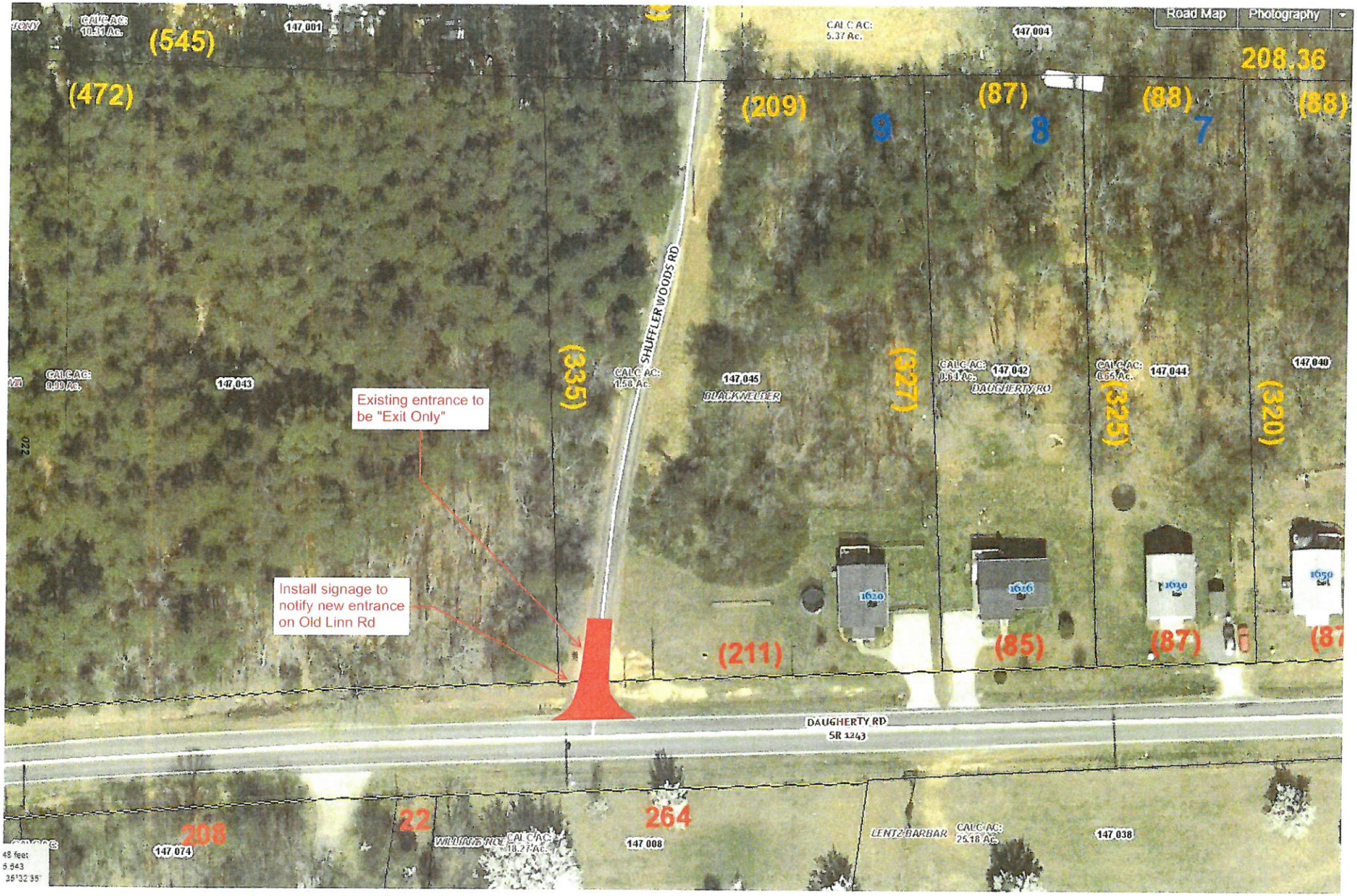
21. **Failure to comply with these set forth provisions will void your driveway access permit and may result in the removal of your driveway entrances.**

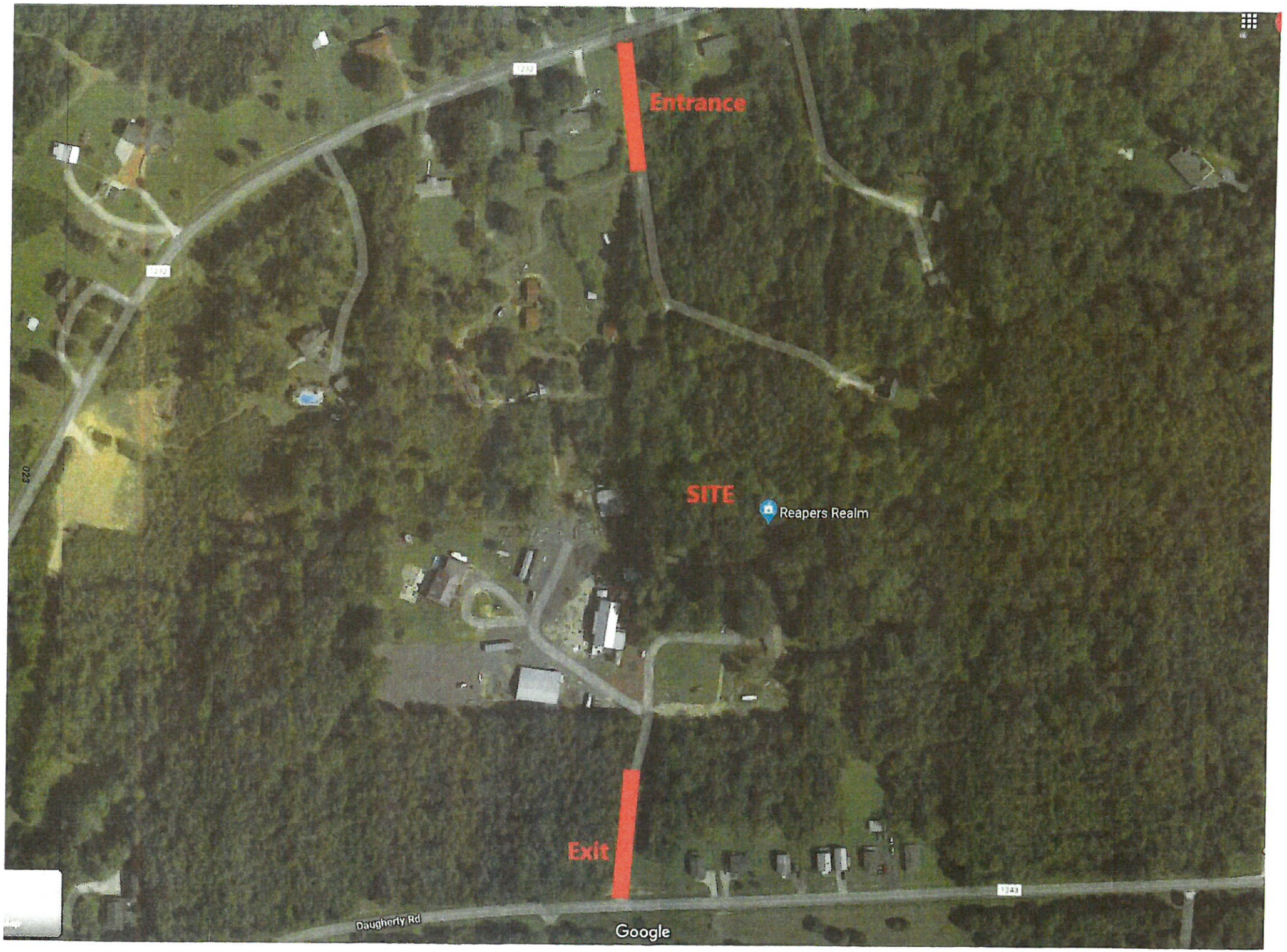
SPECIAL PROVISIONS

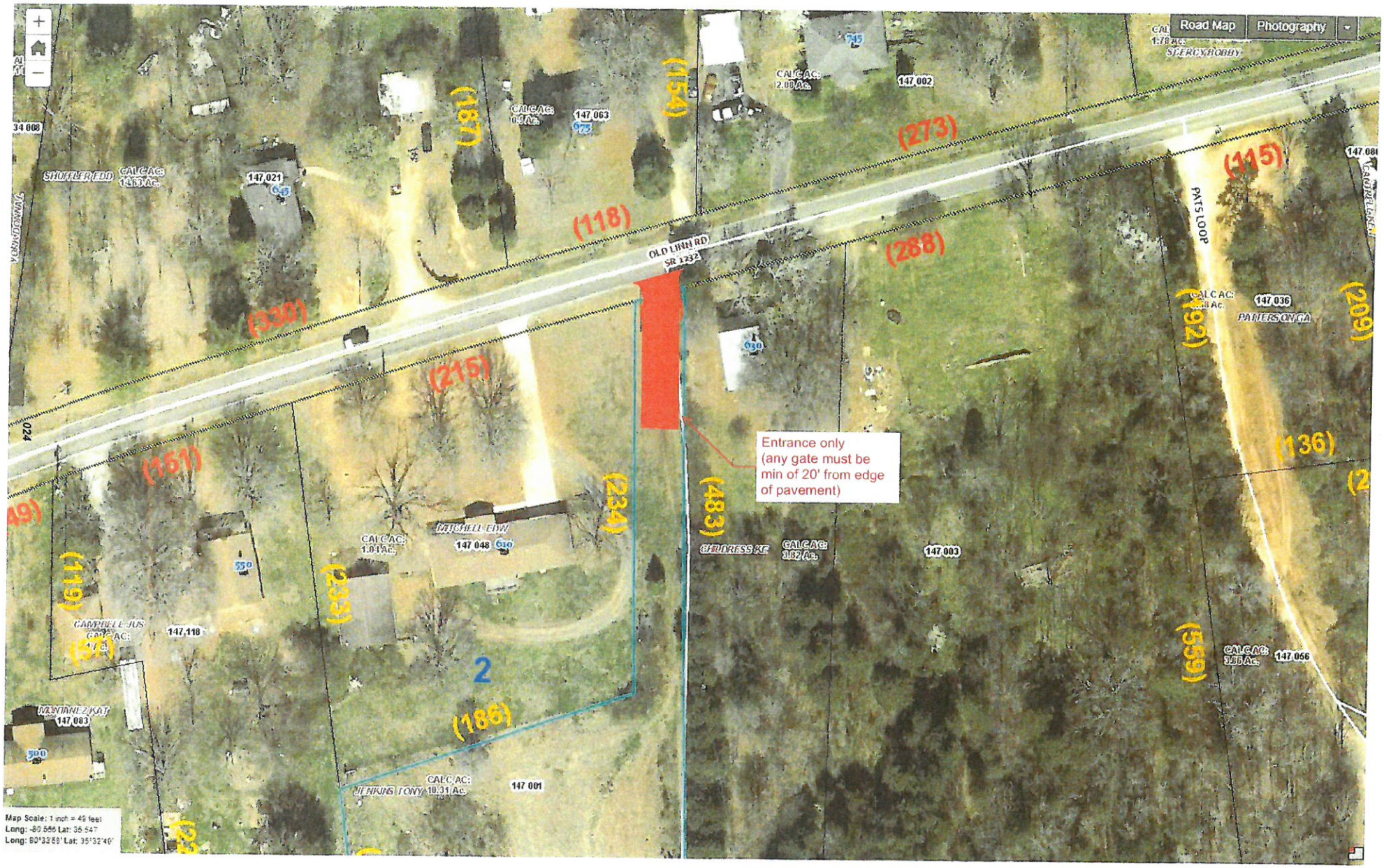
22. **Currently Reapers Realm is a seasonal operation, open only 1 month of the year. If hours of operation increase and generates more traffic volume throughout the year the Department reserves the right to re-evaluate the driveway permit.**

23. **If needed, Reapers Realm will be responsible for providing all traffic control to mitigate any traffic queuing on Daugherty or Old Linn Rd. They will also need to provide signage and notification of the new traffic patterns on-site.**

24. **Any gates must be installed completely off NCDOT right-of-way and provide enough space for vehicles to pull in completely off the road.**


Road Map
Photography
(545)
147.001
CALC AC: 10.31 Ac.
CALC AC: 5.37 Ac.
147.004
208.36
(472)
(209)
9
(87)
8
(88)
7
(88)
SHUFFLER WOODS RD
(335)
CALC AC: 1.58 Ac.
147.045
BLACKWELDER
(327)
CALC AC: 0.64 Ac.
147.042
DAUGHERTY RD
(325)
CALC AC: 0.65 Ac.
147.044
(320)
147.040
CALC AC: 0.99 Ac.
147.043
Existing entrance to be "Exit Only"
Install signage to notify new entrance on Old Linn Rd
1620
1626
1630
1630
(211)
(85)
(87)
(87)
DAUGHERTY RD
SR 1243
208
147.074
22
WILLIAMS NOT
CALC AC: 18.27 Ac.
264
147.008
LENTZ-BARBAR
CALC AC: 25.18 Ac.
147.038


Entrance
SITE
Reapers Realm
Exit
Daugherty Rd
Google


Road Map
Photography
OLD LINN RD
SR 1232
PATS LOOP
Entrance only
(any gate must be
min of 20' from edge
of pavement)
SHUFFLER EDD
CALC AC:
1.43 Ac.
147,021
147,063
CALC AC:
2.00 Ac.
147,002
PATTERSON GA
147,036
MITCHELL EDW
147 048
CALC AC:
1.01 Ac.
CALC AC:
3.62 Ac.
147,003
CAMPBELL JUS
147,118
MARTINEZ KAT
147,083
JENKINS TONY
CALC AC:
10.31 Ac.
147 001
CALC AC:
3.05 Ac.
147,056
(330)
(216)
(118)
(273)
(288)
(483)
(234)
(233)
(186)
(161)
(119)
(559)
(192)
(209)
(136)
(115)
(154)
(187)
Map Scale: 1 inch = 49 feet
Long: -80.586 Lat: 35.547
Long: 80°33'59" Lat: 35°32'49"



175 shuffler woods rd. China Grove NC 28023
704-239-4153
1976angntj@gmail.com

7/8/2021

As customers enter RRHH from Old Linn Rd. entrance they will meet a licensed flagger and Sheriff directing them to turn into new road. They will then follow gravel road and signs along the way until they are met by our ID check point attendant, see {B} on map. Our attendant will then check ID's then give car # with instructions to turn to radio station to follow instructions. They then will be directed by parking attendant to park in rows. They tune to radio station and listen for their # to be called then continue to security tent. During this time we are giving instructions on radio of all the steps,what is allowed on premises and not allowed to bring on premises. All weapons, lighters, knives to be left in vehicles. We call around 25 people to security gate at a time they are then wanded and if needed ask to empty pockets with anything metal. They are then directed to ticket line ,see {C} on map. When they purchase tickets they are given a group # to listen for to go inside haunt. They then are lead through a line to sign waiver before you can enter. Then customers can wait by fire barrels or buy concessions while they wait for group # to be called. All guests wait inside a fenced area with security and a Sheriff. Once they enter attraction they will exit at end of trial see {D} on map. They then proceed back to their vehicles an are directed to exit on Daugherty Rd. see {E} on map where there will be another Sheriff and flagger stationed at Daugherty Rd. see {F} on map.

TJ JENKINS

EXHIBIT E

June 28, 2021

Kevin Auten
Rowan County Sheriff
232 N. Main St.
P. O. Box _____
Salisbury, NC 28144

RE: Reaper's Realm Haunted House application for rezoning and request to hire deputies.

Dear Sheriff Auten:

Reaper's Realm has submitted a rezoning application to the Rowan County Planning Department and received comments on the application. A copy of the application is attached for your consideration. I welcome your comments and suggestions.

Just like last year, I hope to hire five off duty deputies for the evenings of October 12 through 31, 2021. The hours of work are Sundays through Thursdays 6:30 PM to 10:00 PM; Fridays and Saturdays from 6:30 PM to 12:30 PM. These days and hours are guaranteed.

In addition, I'd like to hire three Sheriff's deputies for a four day season around St. Valentine's Day (Feb. 11-14, 2022) and a two day season around St. Patrick's day (March 18-19, 2022), at the same hours.

Please let me know if you can meet these requests. I am happy to enter into any contract or agreement you wish.

Next, Reaper's Realm will provide a command post for the public safety and emergency services providers. Planning Director Ed Muire asks me to ask you to comment on the proposed command post. Is the proposed command post suitable for your purposes? The command post will be located beside the main haunted house near the ticket window. The command post will be 14x20. It will have electricity, phone line and wifi.

A site plan showing the location of the command post is attached. The entire rezoning application is available on request, or on our website at www.reapersrealmnc.com.

Please send your comments to my e-mail address at 1976angntj@gmail.com or to my mail address at 175 Shuffler Woods Rd. China Grove, NC 28023

Thanks for your consideration.

Sincerely, TJ JENKINS

EXHIBIT F

Reapers Realm

June 28, 2021

Allen Cress
Emergency Services Chief

Deborah Horne
Fire Division Chief

Captain David Earnhardt
Rowan County Rescue
P. O. Box 61
Salisbury, NC 28145-0061

RE: Reaper's Realm application for rezoning.

Dear Chief Cress, Chief Horne and Captain Earnhardt:

Thanks to Captain Earnhardt for his letter of May 26 in response to my request to station an ambulance and crew at Reaper's Realm Haunted House and Trail when it is open. I have to ask you for some additional information.

Reaper's Realm has submitted a rezoning application to the Rowan County Planning Department and received comments on the application. Planning Director Ed Muire wrote "Correspondence from Rowan Rescue Squad does not substantiate a "contract to provide one ambulance and crew to be stationed on the site when Reaper's Realm Haunted House and Trail is open to the public" is in place, rather than suggest providing coverage to events "if at all possible". Provision of emergency coverage on site is of primary concern and this factor should be satisfactorily addressed."

Will the Rescue Squad consider entering into a contract with Reaper's Realm to provide an ambulance for the 30 days the house and trail are open? I understand that the Rescue Squad will have its own constraints which can be addressed in a contract.

Next, Reaper's Realm will provide a command post for the public safety and emergency services providers. Mr. Muire asks me to ask you to comment on the proposed command post. Is the proposed command post suitable for your purposes? The command post will be located beside the main haunted house near the ticket window. The command post will be 14x20 <u>have electricity, phone line and wifi</u>.

A site plan showing the location of the command post is attached. The entire rezoning application is available on request, or on our website at www.reapersrealmnc.com

Please send your comments to my e-mail address at 1976angntj@gmail.com or to my mail address at 175 Shuffler Woods Rd. China Grove NC 28023.

I'll call you to discuss in a week.

Sincerely,

T.J. Jenkins

THE BROUGH LAW FIRM, PLLC

G. Nicholas Herman herman@broughlawfirm.com
Robert E. Hornik, Jr. hornik@broughlawfirm.com
T.C. Morphis, Jr. morphis@broughlawfirm.com
Albert M. Benshoff benshoff@broughlawfirm.com
S. Ellis Hankins hankins@broughlawfirm.com
Kevin R. Hornik khornik@broughlawfirm.com
Brady N. Herman bherman@broughlawfirm.com

July 13, 2021

Jody Scott Burleyson, Fire Commissioner
Larry Randall St. Clair, Fire Commissioner
Randall Max Faggart, Fire Commissioner
Mark Zimmerman, Fire Chief
Bostian Heights Fire Department
8211 Old Concord Rd.
Salisbury, NC 28146

RE: Reaper's Realm rezoning application

Dear Fire Commissioners Burleyson, Faggart and St. Clair; Chief Zommerman

I represent Reaper's Realm LLC. As you probably know, the County asked the owners to rezone their property to a commercial zoning district (Commercial Business Industrial (CBI) with conditions) so that it can continue to operate seasonally, for no more than thirty days a year..

A copy of the rezoning application is included for your review.

Reaper's Realm will provide a command post for the public safety and emergency services providers. County Planning Director Ed Muire asks me to ask you to comment on the proposed command post. Is the proposed command post suitable for your purposes? The command post will be located beside the main haunted house near the ticket window. The command post will be 480 sq. ft. and be equipped with heated, electricity, phone lines, and WIFI.

Please send me your comments, suggestions and concerns. I'll be happy to meet with you at your convenience. I am based in Concord, so I can meet with you at almost any time. Or you can call me at 980 622 6440 or e-mail benshoff@broughlawfirm.com.

I look forward to hearing from you.

Sincerely

Albert M. Benshoff

From: Angntj Jenkins
To: Al Benshoff
Subject: Fwd: Security Plan
Date: Tuesday, July 13, 2021 10:55:12 PM

---------- Forwarded message ---------
From: **Moose, Chad** <Chad.Moose@rowancountync.gov>
Date: Tue, Jul 13, 2021, 4:03 PM
Subject: Security Plan
To: 1976angntj@gmail.com <1976angntj@gmail.com>
Cc: Auten, Kevin <Kevin.Auten@rowancountync.gov>

Hey TJ,

I wanted to let you know the Sheriff Auten and I have reviewed your plans and renovations to your facility. The plans appears to be solid and you have done a lot to improve the safety of your business. Thanks for sharing the plans with us and for all the work you've done. Let me know if you require any assistance from me.

Major C. Moose

Rowan County Sheriff's Office

(704) 216-8687

Criminal Division Commander

Special Response Team

Environmental, Health and Safety Solutions.™

Environmental Noise Monitoring Survey

Reapers Realm Haunted House & Trail

175 Shuffler Road
China Grove, NC 28023

Prepared By:

The EI Group, Inc.
201 McCullough Drive
Suite 150
Charlotte, NC 28262

Report Date: August 11, 2021

Project ID: IHCH210078.00

TABLE OF CONTENTS

1. Introduction 3
2. Survey Methods 4
3. Findings and Discussion 5
4. Conclusions 6
5. Appendices 7

    Appendix 1 – Environmental Noise Sampling Locations

    Appendix 2 – Table 1 Environmental Noise Monitoring Summary

    Appendix 3 – Environmental Noise Sampling Data

INTRODUCTION

The EI Group, Inc.(EI) performed an environmental noise study at the Reapers Realm Haunted House & Trail located in China Grove, NC (project site) to evaluate conformance with the Rowan County Noise Ordinance, Sec. 21-241-*Noise* level of 70 decibels (dBA) from 7 am to 11 pm and of 65 decibels (dBA) from 11 pm to 7 am. The survey was performed by Mr. Lars Aamoth, CSP, Industrial Hygienist and Ms. Ashton Gullickson, Industrial Hygienist on August 5, 2021. The survey was performed under the direction of Phillip Fincher, CIH, CSP with EI.

Purpose

Sound pressure level (SPL) measurements were collected to assess noise levels associated with routine operations at the project site. Measurements were collected at 17 designated locations at boundaries of the property line and at noise producing facility attractions. Equivalent SPL (Leq) measurements were collected at these locations during operation of noise producing facility equipment and simulated crowd noise produced by facility actors to represent patron noise levels generated during business operations. This testing was conducted to document SPLs at property boundaries to adjacent lots and determine if levels were in conformance with the Rowan County Noise Ordinance.

Scope

Every effort has been made to provide as complete and comprehensive of an evaluation as professionally practical. However, inherent constraints of time, observation and scope of work must be recognized. Observations, findings, results and conclusions are limited accordingly and to those apparent at the time. The findings are representative of conditions apparent at the time and not necessarily indicative of previous or future conditions. It should not be construed that actions taken as a result of this work will achieve complete compliance with every regulatory standard nor prevent every possible accident or loss. Neither should it be considered that any recommendations noted are the only possible actions to be taken. Management should assess and analyze each recommendation in relation to corporate resources, objectives and activities. This report is intended for the exclusive use of Reapers Realm Haunted House & Trail and Rowan County.

SURVEY METHODS

The purpose of this survey was to assess the environmental and community impact resulting from noise emissions associated with operation of the Reapers Realm Haunted House & Trails (RRHHT). SPL measurements were collected at designated locations of the RRHHT facility property. Mr. TJ Jenkins, of RRHHT, escorted the investigator to each of the sampling locations. Every effort was made to simulate noise associated with the routine operation of the RRHHT during the survey. Sound producing equipment was running as is typical during normal business hours , and RRHHT actors accompanied the investigator to provide simulated patron noise by screaming/yelling during sample collection from these locations. Samples were collected from areas with sources of noise and also from locations on the property line to adjacent lots. Sample locations can be found plotted on RRHHT proposed site plan of the facility property in Appendix 1.

Measurements were collected at from approximately 19:00 to 21:00 on the day of sampling which are typical hours of operation. SPL measurements were collected using a CEL-246 Type 2 Sound Level Meter (SLM) (SN.1574744) meeting the requirements of ANSI S1.4-1983 American National Standard Specification for Sound Level Meters using the "A" scale, slow response mode, with a 3-decibel (dB) exchange rate in accordance with industry standards for environmental noise data collection. A windscreen was placed over the microphone to eliminate noise induced by ambient air currents. Approximated one-minute Leq measurements and LASMax measurements were collected and logged at each sample locations. Leq is the equivalent continuous sound level or average over the period of measurement and LASmax is the maximum sound level recorded over the period of measurement. The SLM was calibrated before and after use utilizing a Casella CEL-120/2 Calibrator (SN.16770256) at 114dB – 1,000 Hertz. In addition, GPS coordinates of sampling location were collected along with elevation, temperature and relative humidity readings to aid in future sound level calculations and modeling if required.

FINDINGS AND DISCUSSION

Initial sampling conducted at Locations 1 and Location 4 were conducted at noise sources from the facility. Sampling at Location 1 was conducted in front of the existing haunted house during operation of the electronic speakers located on the house porch set to level four, which is typical setting during operation, operation of drop downs, "pop boxes", vortex tunnel and actors screams. Leq sound levels in Location 1 ranged from 75.4-86.5 dBA and maximum SPL (LASmax) ranged from 86.6-93.7 dBA. Audible noises in this area included music from speakers, muffled screams from inside the haunted house, screams from outside the house, drop downs, and slight squeaking from the vortex tunnel. Leq sound levels from Location 4 was 90.6 dBA and LASmax was 96.1 dBA. Audible noise in this location included the use of a chainsaw and actors screaming. Sampling conducted at locations 2, 3 & 5-17 were conducted along property boundaries to adjacent lots.

All Leq sound levels and LASmax sound levels at the property boundary (Locations 2, 3, 5, 7, 8, 10-17) were below 70 dBA. The LASmax sound level for Location 6 was 77.0 dBA and Locations 7 was 69.1 dBA. Higher readings in these two locations are likely due to a kennel of barking dogs on the adjacent Campbell lot. Audible sounds in these locations included the chainsaw, actors screams, music, barking dogs and a dirt bike from and adjacent lot. SPL readings spiked during dogs barking and remained fairly constant during sources of other sounds. Leq sound level for location 9 was 64.5 dBA and the LASmax was 71.9. SPL readings spiked in this area during use of the drop down located inside the Slaughterhouse trailer. Slaughterhouses 1 & 2 are located approximately 10-20 feet from the property line of the Poston lot. Audible sound in this area included screaming, drop down and general background noise. LASmax in this area would likely be well below 70 dBA without the use of the drop down inside the Slaughterhouse.

Measurement locations layouts of sampling locations can be found in Appendix 1. A summary of noise sampling locations and data can be found in Table 1 in Appendix 2. Raw SLM data can be found in Appendix 3.

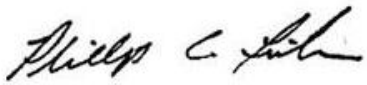
CONCLUSIONS

Results from this survey indicate that Leq noise sampling data and LASmax data are below the Rowan County sound ordinance level of 70 decibels (dBA) from 7 am to 11 pm and of 65 decibels (dBA) from 11 pm to 7 am along the perimeter of the RRHHT property lines with the exception of location 9 during use of the drop down inside of the Slaughterhouse 1&2 buildings. With removal or discontinued use of the drop down in the Slaughterhouse 1&2 buildings all environmental noise measured at the property lines are expected to be well below the Rowan County ordinance. The LASmax level of 77.0 dBA from location 6 was attributed to the kennel of barking dogs on the adjacent Campbell lot. The installation of a Type A Buffer 20' as recommended in the Rowan County Conditional District Rezoning Application Review [A 05-21] will further reduce the environmental noise to adjacent lots by several decibels however is not currently required for conformance with the Rowan County Noise Ordinance, Sec. 21-241-*Noise*.

Sincerely,
The EI Group, Inc.



Lars Aamoth, CSP
Manager, Charlotte Operations



Phillip C. Fincher, CIH, CSP
Vice President Health and Safety

APPENDICES

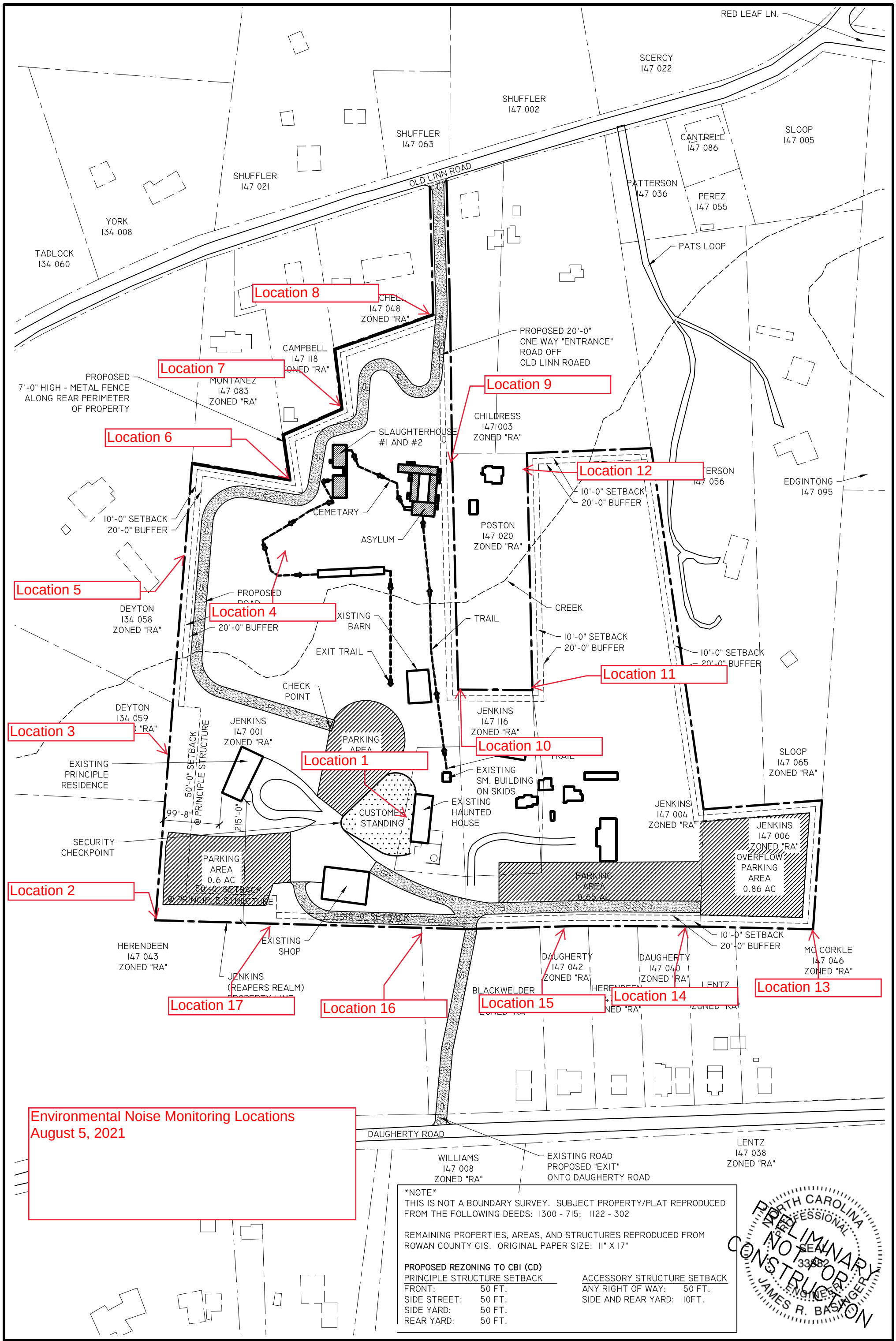
Appendix 1 – Environmental Noise Monitoring Locations

Appendix 2 – Table 1 Environmental Noise Monitoring Summary

Appendix 3 – Environmental Noise Monitoring Data

APPENDIX 1

Environmental Noise Monitoring Locations



Environmental Noise Monitoring Locations
August 5, 2021

NOTE
THIS IS NOT A BOUNDARY SURVEY. SUBJECT PROPERTY/PLAT REPRODUCED FROM THE FOLLOWING DEEDS: 1300 - 715; 1122 - 302

REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK		ACCESSORY STRUCTURE SETBACK	
FRONT:	50 FT.	ANY RIGHT OF WAY:	50 FT.
SIDE STREET:	50 FT.	SIDE AND REAR YARD:	10FT.
SIDE YARD:	50 FT.		
REAR YARD:	50 FT.		

NORTH CAROLINA PROFESSIONAL SEAL 33882 ENGINEER JAMES R. BASINGER
PRELIMINARY NOT FOR CONSTRUCTION

Basinger Design Co.
JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)
engineering | design | consulting

PROJECT NO. 21003
DATE 25 MAY 2021
DRAWN BY: JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED SITE PLAN
SCALE: 1" = 150'-0"

SHEET NO. 1

APPENDIX 2
Table 1 Environmental Noise Monitoring Summary

Table 1 Reapers Realm Haunted House & Trail Environmental Noise Monitoring Summary 8/5/2021						
Location	**GPS °N/Min/Sec**	**GPS °W/Min/Sec**	**Altitude ft**	**Time**	**Leq (dBA)**	**LASmax (dBA)**
1	35° 32’ 37” N	80° 33’ 56” W	759 ft	19:08	84.2	86.6
1	35° 32’ 37” N	80° 33’ 56” W	759 ft	19:12	86.5	90.1
1	35° 32’ 37” N	80° 33’ 56” W	759 ft	21:00	83.1	93.7
1	35° 32’ 37” N	80° 33’ 56” W	759 ft	21:02	75.4	88.6
2	35° 32’ 36” N	80° 34’ 02” W	736 ft	29:18	48.4	54.4
3	35° 32’ 39” N	80° 34’ 01” W	764 ft	19:24	52.7	63.6
4	35° 32’ 43” N	80° 33’ 59” W	725 ft	19:34	90.6	96.1
5	35° 32’ 43” N	80° 34’ 01” W	702 ft	19:37	53.2	55.8
6	35° 32’ 43” N	80° 33’ 59” W	748 ft	19:43	64.0	77.0
7	35° 32’ 44” N	80° 33’ 58” W	753 ft	19:47	61.3	69.1
8	35° 32’ 46” N	80° 33’ 56” W	743 ft	19:57	50.0	53.4
8	35° 32’ 46” N	80° 33’ 56” W	743 ft	20:07	56.4	64.3
9	35° 32’ 44” N	80° 33’ 56” W	795 ft	20:03	64.5	71.9
10	35° 32’ 40” N	80° 33’ 55” W	781ft	20:19	56.2	65.1
11	35° 32’ 40” N	80° 33’ 53” W	736 ft	20:25	54.3	57.1
12	35° 32’ 44” N	80° 33’ 54” W	748 ft.	20:33	54.8	56.8
13	35° 32’ 36” N	80° 33’ 51” W	771 ft	20:42	55.2	56.3
14	35° 32’ 36” N	80° 33’ 52” W	766 ft	20:44	55.5	58.7
15	35° 32’ 36” N	80° 33’ 53” W	766 ft	20:46	55.4	58.4
16	35° 32’ 36” N	80° 33’ 56” W	764 ft	20:49	54.2	65.6
17	35° 32’ 36” N	80° 33’ 58” W	745 ft	20:51	54.4	59.2

APPENDIX 3

Environmental Noise Monitoring Data

<CEL-246 Data>	Location 1
Version	509-02
<Run>	
Start	8/5/2021 19:08
Duration	0:00:51
Serial Number	1574744
Run	1
Range	60-130 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	86.6
LAeq	84.2
Lavg Q=5	84.2
<Profile LAeq>	
8/5/2021 19:09	83.5
8/5/2021 19:09	84.1
8/5/2021 19:09	84.5
8/5/2021 19:09	84.6
8/5/2021 19:09	84.9
8/5/2021 19:09	84.5
8/5/2021 19:09	84.3
8/5/2021 19:09	84
8/5/2021 19:09	84.1
8/5/2021 19:09	83.3

<CEL-246 Data>	Location 1
Version	509-02
<Run>	
Start	8/5/2021 19:12
Duration	0:00:59
Serial Number	1574744
Run	2
Range	60-130 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	90.1
LAeq	86.5
Lavg Q=5	86.4
<Profile LAeq>	
8/5/2021 19:12	85.3
8/5/2021 19:12	85
8/5/2021 19:12	85.1
8/5/2021 19:12	86.3
8/5/2021 19:12	86.9
8/5/2021 19:12	85.9
8/5/2021 19:12	87.7
8/5/2021 19:12	86.3
8/5/2021 19:12	87.2
8/5/2021 19:13	87.9
8/5/2021 19:13	87.3

<CEL-246 Data>	Location 1
Version	509-02
<Run>	
Start	8/5/2021 21:00
Duration	0:00:59
Serial Number	1574744
Run	28
Range	30-100 dB
Overload	Yes
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	93.7
LAeq	83.1
Lavg Q=5	81.4
<Profile LAeq>	
8/5/2021 21:00	^^^.^
8/5/2021 21:00	76.3
8/5/2021 21:00	^^^.^
8/5/2021 21:00	78
8/5/2021 21:00	74.2
8/5/2021 21:00	79.6
8/5/2021 21:00	^^^.^
8/5/2021 21:00	^^^.^
8/5/2021 21:00	77.9
8/5/2021 21:00	^^^.^
8/5/2021 21:00	74.4

<CEL-246 Data>	Location 1
Version	509-02
<Run>	
Start	8/5/2021 21:02
Duration	0:00:59
Serial Number	1574744
Run	29
Range	60-130 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	88.6
LAeq	75.4
Lavg Q=5	74
<Profile LAeq>	
8/5/2021 21:02	75.3
8/5/2021 21:02	82.9
8/5/2021 21:02	71.7
8/5/2021 21:02	73.3
8/5/2021 21:02	70.2
8/5/2021 21:02	74.9
8/5/2021 21:02	73.9
8/5/2021 21:02	73.7
8/5/2021 21:03	71.5
8/5/2021 21:03	71.3
8/5/2021 21:03	72.6

<CEL-246 Data>	Location 2
Version	509-02
<Run>	
Start	8/5/2021 19:18
Duration	0:00:52
Serial Number	1574744
Run	4
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	54.4
LAeq	48.4
Lavg Q=5	48.3
<Profile LAeq>	
8/5/2021 19:18	51.3
8/5/2021 19:18	50.3
8/5/2021 19:18	47.1
8/5/2021 19:19	48.1
8/5/2021 19:19	47.3
8/5/2021 19:19	48.5
8/5/2021 19:19	48
8/5/2021 19:19	47.7
8/5/2021 19:19	47.4
8/5/2021 19:19	46.9

<CEL-246 Data>	Location 3
Version	509-02
<Run>	
Start	8/5/2021 19:24
Duration	0:00:58
Serial Number	1574744
Run	9
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	63.6
LAeq	52.7
Lavg Q=5	51.9
<Profile LAeq>	
8/5/2021 19:24	51.9
8/5/2021 19:24	49
8/5/2021 19:24	49.4
8/5/2021 19:24	52.2
8/5/2021 19:24	55
8/5/2021 19:25	59.6
8/5/2021 19:25	50.6
8/5/2021 19:25	48.5
8/5/2021 19:25	49.1
8/5/2021 19:25	48.7
8/5/2021 19:25	48.3

<CEL-246 Data>	Location 4
Version	509-02
<Run>	
Start	8/5/2021 19:34
Duration	0:01:04
Serial Number	1574744
Run	10
Range	60-130 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	96.1
LAeq	90.6
Lavg Q=5	90.1
<Profile LAeq>	
8/5/2021 19:34	88
8/5/2021 19:34	83.4
8/5/2021 19:34	87.8
8/5/2021 19:34	85.7
8/5/2021 19:34	85.7
8/5/2021 19:34	95.2
8/5/2021 19:34	92.2
8/5/2021 19:34	91
8/5/2021 19:34	91.5
8/5/2021 19:35	90.6
8/5/2021 19:35	90.5
8/5/2021 19:35	91.3

<CEL-246 Data>	Location 5
Version	509-02
<Run>	
Start	8/5/2021 19:37
Duration	0:01:26
Serial Number	1574744
Run	12
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	55.8
LAeq	53.2
Lavg Q=5	53.1
<Profile LAeq>	
8/5/2021 19:37	54.5
8/5/2021 19:37	54.4
8/5/2021 19:38	54
8/5/2021 19:38	54.4
8/5/2021 19:38	53.4
8/5/2021 19:38	53.4
8/5/2021 19:38	53.3
8/5/2021 19:38	53.7
8/5/2021 19:38	53.3
8/5/2021 19:38	52.5
8/5/2021 19:38	51.9
8/5/2021 19:38	51.9
8/5/2021 19:38	52.1
8/5/2021 19:38	52.4
8/5/2021 19:39	52.3
8/5/2021 19:39	53
8/5/2021 19:39	52

<CEL-246 Data>	Location 6
Version	509-02
<Run>	
Start	8/5/2021 19:43
Duration	0:01:03
Serial Number	1574744
Run	13
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	77
LAeq	64
Lavg Q=5	62.1
<Profile LAeq>	
8/5/2021 19:43	68.9
8/5/2021 19:43	63.3
8/5/2021 19:43	62.9
8/5/2021 19:43	60.8
8/5/2021 19:43	59.5
8/5/2021 19:43	59.8
8/5/2021 19:44	57.9
8/5/2021 19:44	59.1
8/5/2021 19:44	58.4
8/5/2021 19:44	61.3
8/5/2021 19:44	61.4
8/5/2021 19:44	57.6

<CEL-246 Data>	Location 7
Version	509-02
<Run>	
Start	8/5/2021 19:47
Duration	0:01:03
Serial Number	1574744
Run	16
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	69.1
LAeq	61.3
Lavg Q=5	60.4
<Profile LAeq>	
8/5/2021 19:47	65.6
8/5/2021 19:47	67.2
8/5/2021 19:47	59.2
8/5/2021 19:47	64.2
8/5/2021 19:47	59.3
8/5/2021 19:47	56.1
8/5/2021 19:48	56
8/5/2021 19:48	59.3
8/5/2021 19:48	58.3
8/5/2021 19:48	55.5
8/5/2021 19:48	57.1
8/5/2021 19:48	56

<CEL-246 Data>	Location 8
Version	509-02
<Run>	
Start	8/5/2021 19:57
Duration	0:00:59
Serial Number	1574744
Run	17
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	53.4
LAeq	50
Lavg Q=5	50
<Profile LAeq>	
8/5/2021 19:58	50
8/5/2021 19:58	49.4
8/5/2021 19:58	49.6
8/5/2021 19:58	51
8/5/2021 19:58	51.4
8/5/2021 19:58	51.4
8/5/2021 19:58	49.5
8/5/2021 19:58	49
8/5/2021 19:58	50.3
8/5/2021 19:58	49
8/5/2021 19:58	49.4

<CEL-246 Data>	Location 8
Version	509-02
<Run>	
Start	8/5/2021 20:07
Duration	0:01:15
Serial Number	1574744
Run	19
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	64.3
LAeq	56.4
Lavg Q=5	55.7
<Profile LAeq>	
8/5/2021 20:07	60.3
8/5/2021 20:07	54.3
8/5/2021 20:07	56.6
8/5/2021 20:07	57.5
8/5/2021 20:07	58.8
8/5/2021 20:07	58.3
8/5/2021 20:07	58.2
8/5/2021 20:07	57.2
8/5/2021 20:08	54
8/5/2021 20:08	48.5
8/5/2021 20:08	49.2
8/5/2021 20:08	55.9
8/5/2021 20:08	53.7
8/5/2021 20:08	54
8/5/2021 20:08	54.5

<CEL-246 Data>	Location 9	
Version	509-02	
<Run>		
Start		8/5/2021 20:03
Duration		0:01:03
Serial Number		1574744
Run		18
Range	30-100 dB	
Overload	Yes	
Battery Low	No	
Interval Seconds		5
<Broadband>		
LASmax		71.9
LAeq		64.5
Lavg Q=5		63
<Profile LAeq>		
8/5/2021 20:03	^^^.^	
8/5/2021 20:03	^^^.^	
8/5/2021 20:03		52.7
8/5/2021 20:03		44.9
8/5/2021 20:03		46
8/5/2021 20:03		48.5
8/5/2021 20:03		44.8
8/5/2021 20:04	^^^.^	
8/5/2021 20:04	^^^.^	
8/5/2021 20:04	^^^.^	
8/5/2021 20:04	^^^.^	
8/5/2021 20:04	^^^.^	

<CEL-246 Data>	Location 10
Version	509-02
<Run>	
Start	8/5/2021 20:19
Duration	0:01:31
Serial Number	1574744
Run	20
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	65.1
LAeq	56.2
Lavg Q=5	56.3
<Profile LAeq>	
8/5/2021 20:19	58.9
8/5/2021 20:19	54
8/5/2021 20:19	56.5
8/5/2021 20:19	55.3
8/5/2021 20:19	58.1
8/5/2021 20:19	54.7
8/5/2021 20:19	56.6
8/5/2021 20:20	54.3
8/5/2021 20:20	55.1
8/5/2021 20:20	56.3
8/5/2021 20:20	55.6
8/5/2021 20:20	55.9
8/5/2021 20:20	56.6
8/5/2021 20:20	56.2
8/5/2021 20:20	56.3
8/5/2021 20:20	56.3
8/5/2021 20:20	57.2
8/5/2021 20:20	54.1

<CEL-246 Data>	Location 11
Version	509-02
<Run>	
Start	8/5/2021 20:25
Duration	0:00:52
Serial Number	1574744
Run	21
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	57.1
LAeq	54.3
Lavg Q=5	54.2
<Profile LAeq>	
8/5/2021 20:25	53.8
8/5/2021 20:25	53.9
8/5/2021 20:25	55.1
8/5/2021 20:25	55.2
8/5/2021 20:25	54.4
8/5/2021 20:25	54.2
8/5/2021 20:25	53.2
8/5/2021 20:25	52.8
8/5/2021 20:25	52.7
8/5/2021 20:25	54.9

<CEL-246 Data>	Location 12
Version	509-02
<Run>	
Start	8/5/2021 20:33
Duration	0:00:57
Serial Number	1574744
Run	22
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	56.8
LAeq	54.8
Lavg Q=5	54.8
<Profile LAeq>	
8/5/2021 20:33	55.5
8/5/2021 20:33	55
8/5/2021 20:33	54.7
8/5/2021 20:33	54.4
8/5/2021 20:33	55.3
8/5/2021 20:33	55.3
8/5/2021 20:33	55.3
8/5/2021 20:33	54.4
8/5/2021 20:34	54.8
8/5/2021 20:34	53.7
8/5/2021 20:34	54.2

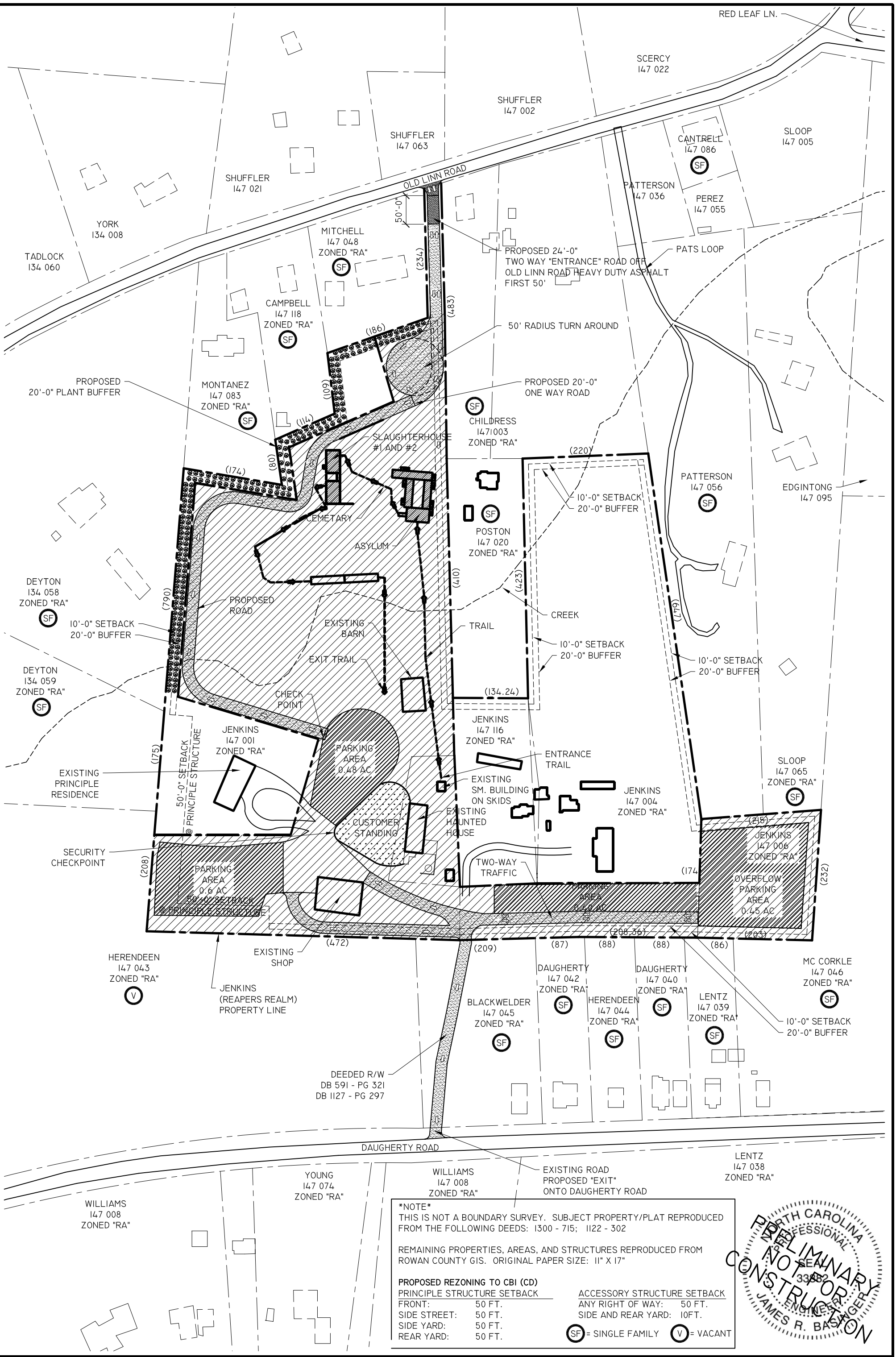
<CEL-246 Data>	Location 13
Version	509-02
<Run>	
Start	8/5/2021 20:42
Duration	0:00:55
Serial Number	1574744
Run	23
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	56.3
LAeq	55.2
Lavg Q=5	55.2
<Profile LAeq>	
8/5/2021 20:42	54.3
8/5/2021 20:42	54.5
8/5/2021 20:42	54.5
8/5/2021 20:43	55
8/5/2021 20:43	55.4
8/5/2021 20:43	55.6
8/5/2021 20:43	55.8
8/5/2021 20:43	56
8/5/2021 20:43	55.7
8/5/2021 20:43	55.1
8/5/2021 20:43	54.9

<CEL-246 Data>	Location 14
Version	509-02
<Run>	
Start	8/5/2021 20:44
Duration	0:01:18
Serial Number	1574744
Run	24
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	58.7
LAeq	55.5
Lavg Q=5	55.4
<Profile LAeq>	
8/5/2021 20:44	55.1
8/5/2021 20:44	54.6
8/5/2021 20:44	54.4
8/5/2021 20:44	54.5
8/5/2021 20:45	54.5
8/5/2021 20:45	54.6
8/5/2021 20:45	54.8
8/5/2021 20:45	55.1
8/5/2021 20:45	55.7
8/5/2021 20:45	55.1
8/5/2021 20:45	55.3
8/5/2021 20:45	55.2
8/5/2021 20:45	55.6
8/5/2021 20:45	56.7
8/5/2021 20:45	58.5

<CEL-246 Data>	Location 15
Version	509-02
<Run>	
Start	8/5/2021 20:46
Duration	0:01:13
Serial Number	1574744
Run	25
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	58.4
LAeq	55.4
Lavg Q=5	55.4
<Profile LAeq>	
8/5/2021 20:46	55.1
8/5/2021 20:46	55.5
8/5/2021 20:47	55.8
8/5/2021 20:47	56.5
8/5/2021 20:47	55.9
8/5/2021 20:47	56.6
8/5/2021 20:47	55.8
8/5/2021 20:47	55.4
8/5/2021 20:47	55.1
8/5/2021 20:47	54.8
8/5/2021 20:47	54.6
8/5/2021 20:47	54.6
8/5/2021 20:47	54.4
8/5/2021 20:47	55.1

<CEL-246 Data>	Location 16
Version	509-02
<Run>	
Start	8/5/2021 20:49
Duration	0:01:28
Serial Number	1574744
Run	26
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	65.6
LAeq	54.2
Lavg Q=5	53.7
<Profile LAeq>	
8/5/2021 20:49	51.9
8/5/2021 20:49	55.5
8/5/2021 20:49	56.4
8/5/2021 20:49	52.1
8/5/2021 20:49	52
8/5/2021 20:49	52.2
8/5/2021 20:49	55.5
8/5/2021 20:49	55.2
8/5/2021 20:49	59.9
8/5/2021 20:49	54.5
8/5/2021 20:50	52.8
8/5/2021 20:50	51.7
8/5/2021 20:50	52.1
8/5/2021 20:50	51.9
8/5/2021 20:50	52.3
8/5/2021 20:50	51.3
8/5/2021 20:50	51.9

<CEL-246 Data>	Location 17
Version	509-02
<Run>	
Start	8/5/2021 20:51
Duration	0:01:23
Serial Number	1574744
Run	27
Range	30-100 dB
Overload	No
Battery Low	No
Interval Seconds	5
<Broadband>	
LASmax	59.2
LAeq	54.4
Lavg Q=5	54.3
<Profile LAeq>	
8/5/2021 20:52	54.7
8/5/2021 20:52	53
8/5/2021 20:52	53.7
8/5/2021 20:52	52.9
8/5/2021 20:52	53.1
8/5/2021 20:52	53.6
8/5/2021 20:52	54.2
8/5/2021 20:52	53.2
8/5/2021 20:52	53.1
8/5/2021 20:52	56.1
8/5/2021 20:52	57.8
8/5/2021 20:52	54.3
8/5/2021 20:53	53.4
8/5/2021 20:53	54.2
8/5/2021 20:53	54.5
8/5/2021 20:53	53.9



NOTE
THIS IS NOT A BOUNDARY SURVEY. SUBJECT PROPERTY/PLAT REPRODUCED FROM THE FOLLOWING DEEDS: 1300 - 715; 1122 - 302

REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK		ACCESSORY STRUCTURE SETBACK	
FRONT:	50 FT.	ANY RIGHT OF WAY:	50 FT.
SIDE STREET:	50 FT.	SIDE AND REAR YARD:	10FT.
SIDE YARD:	50 FT.		
REAR YARD:	50 FT.		

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA PROFESSIONAL SEAL 33882 ENGINEER JAMES R. BASINGER
PRELIMINARY NOT FOR CONSTRUCTION

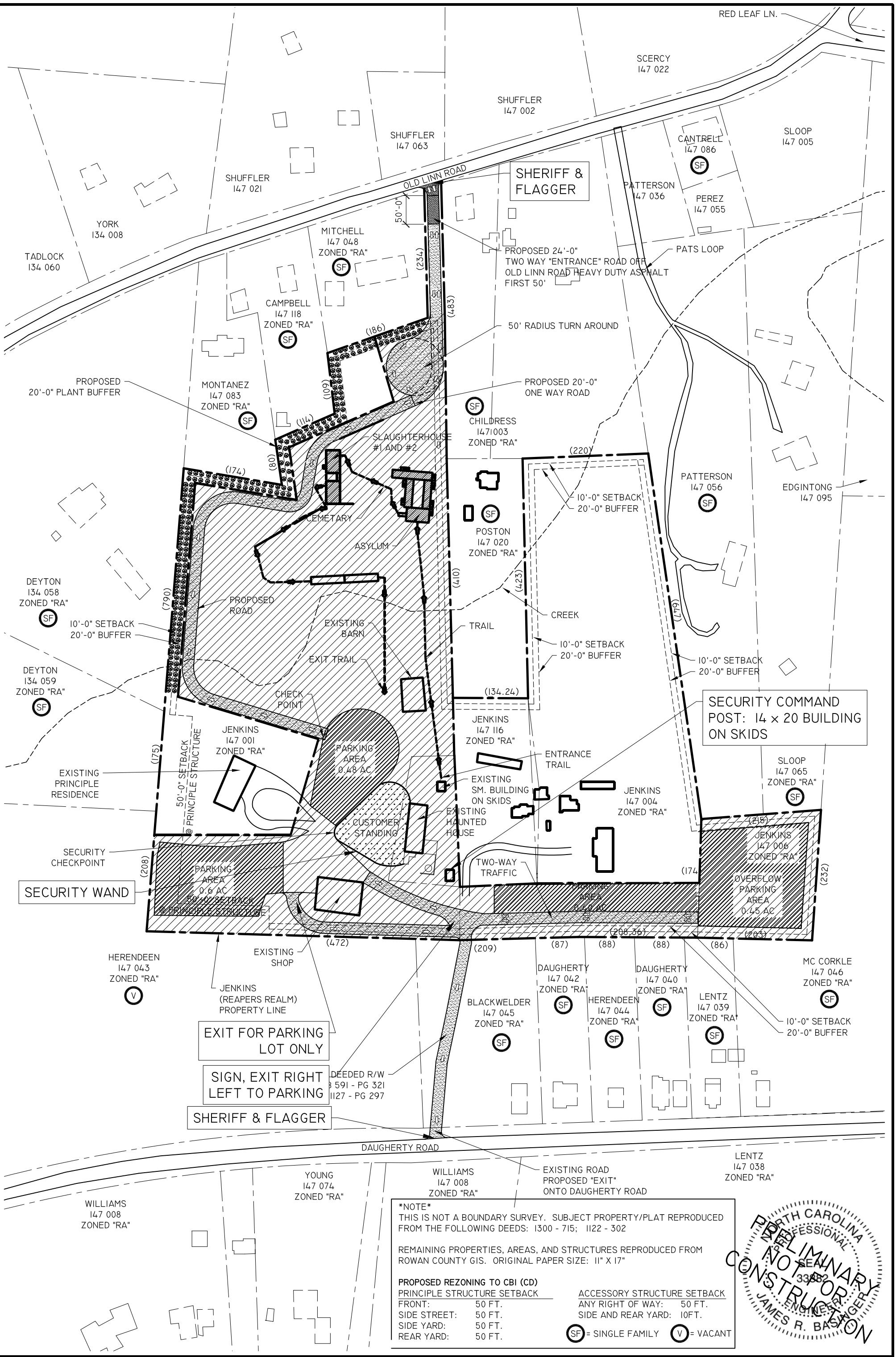
Basinger Design Co.
engineering | design | consulting
JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.	DATE	DRAWN BY:
21003	12 JULY 2021	JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED SITE PLAN
SCALE: 1" = 150'-0"

SHEET NO.
1



NOTE
THIS IS NOT A BOUNDARY SURVEY. SUBJECT PROPERTY/PLAT REPRODUCED FROM THE FOLLOWING DEEDS: 1300 - 715; 1122 - 302

REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK	
FRONT:	50 FT.
SIDE STREET:	50 FT.
SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA
PROFESSIONAL
SEAL
33882
ENGINEER
JAMES R. BASINGER
PRELIMINARY
NOT FOR
CONSTRUCTION

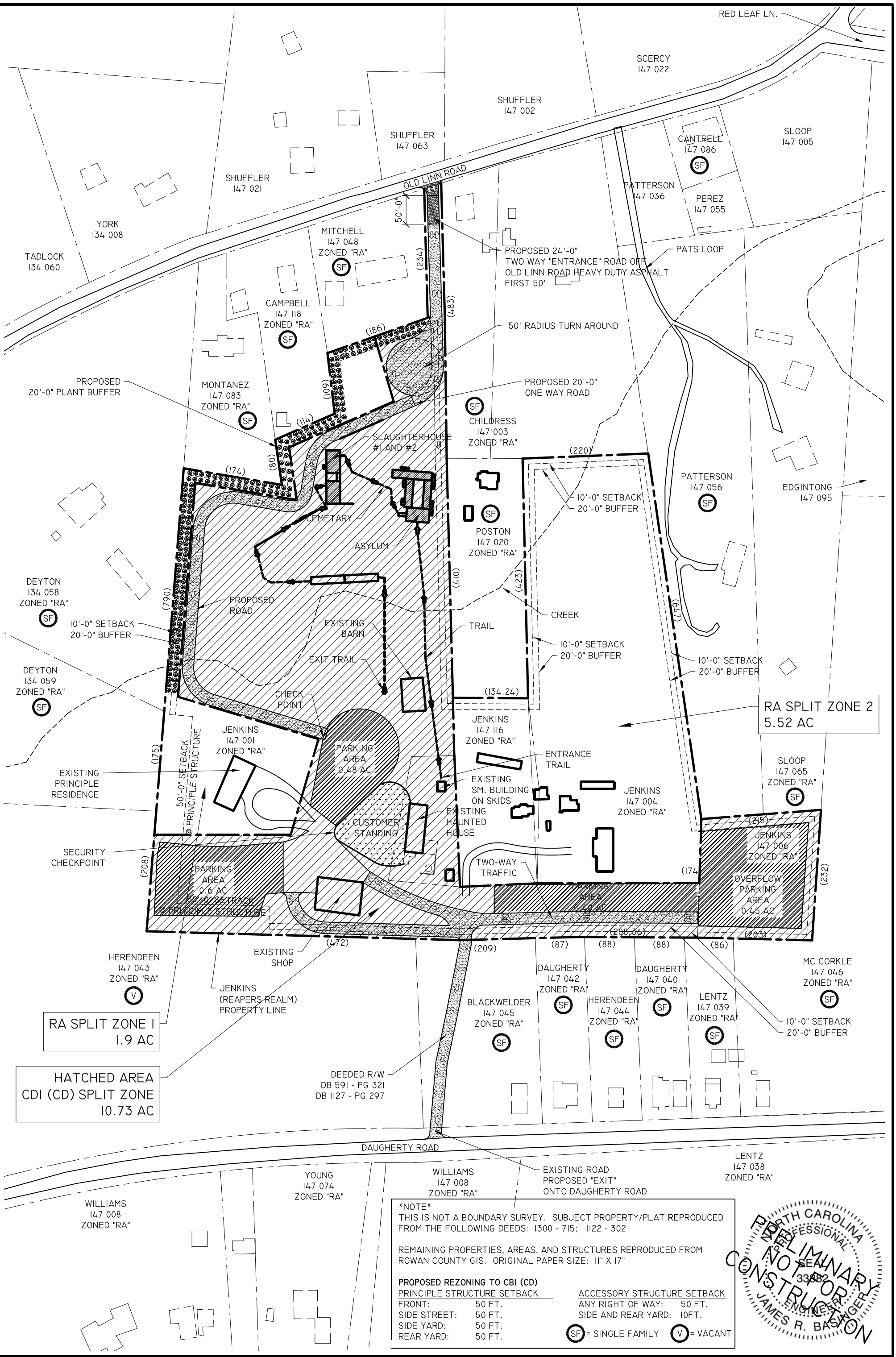
Basinger Design Co.
engineering | design | consulting
JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.	DATE	DRAWN BY:
21003	12 JULY 2021	JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED SECURITY & TRAFFIC CONTROL
SCALE: 1" = 150'-0"

SHEET NO.
2



NOTE
THIS IS NOT A BOUNDARY SURVEY. SUBJECT PROPERTY/PLAT REPRODUCED FROM THE FOLLOWING DEEDS: 1300 - 715; 1122 - 302

REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK	
FRONT:	50 FT.
SIDE STREET:	50 FT.
SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA PROFESSIONAL SEAL 33882 ENGINEER JAMES R. BASINGER
PRELIMINARY NOT FOR CONSTRUCTION

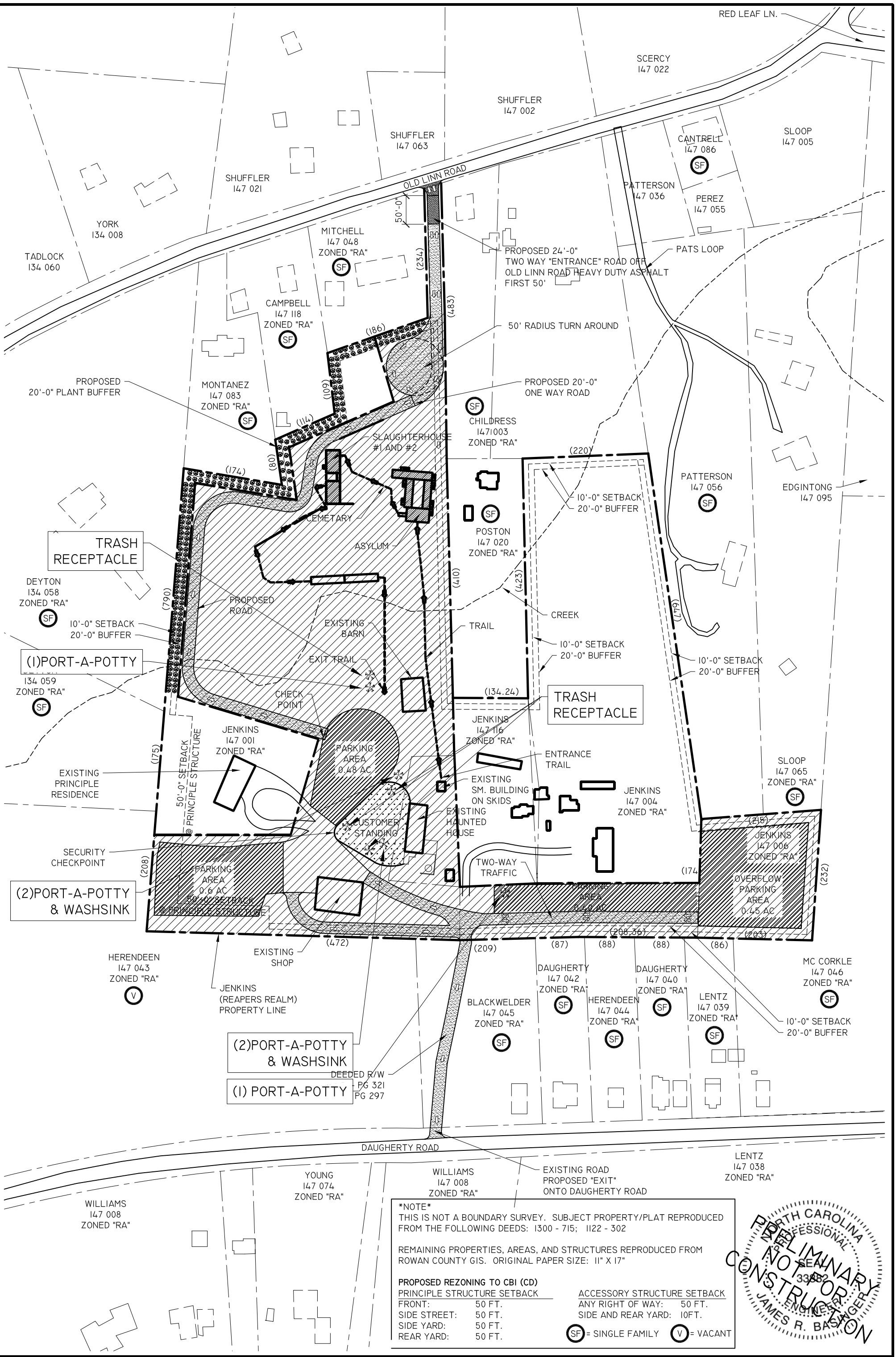
Basinger Design Co.
JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)
engineering | design | consulting

PROJECT NO. 21003
DATE 12 JULY 2021
DRAWN BY: JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED SITE PLAN WITH SPLIT ZONE
SCALE: 1" = 150'-0"

SHEET NO. 4



NOTE
THIS IS NOT A BOUNDARY SURVEY. SUBJECT PROPERTY/PLAT REPRODUCED FROM THE FOLLOWING DEEDS: 1300 - 715; 1122 - 302

REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK	
FRONT:	50 FT.
SIDE STREET:	50 FT.
SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA
PROFESSIONAL
SEAL
33882
ENGINEER
JAMES R. BASINGER
PRELIMINARY
NOT FOR
CONSTRUCTION

Basinger Design Co.
engineering | design | consulting
JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO. 21003
DATE 12 JULY 2021
DRAWN BY: JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED ONSITE FACILITIES
SCALE: 1" = 150'-0"

SHEET NO. 3

STATE OF NORTH CAROLINA
ROWAN COUNTY

CASE NO. Z-05-21

APPLICATION FOR REZONING BY REAPER'S REALM HAUNTED HOUSE, LLC

AFFIDAVIT of ALBERT BENSHOFF

Albert Benshoff, appearing before the undersigned notary and being duly sworn (or affirmed), says that:

1. I am not a party in this matter.

2. I am counsel to Reapers Realm Haunted House, LLC in this matter.

3. On July 19, 2021, I placed the attached "FACT SHEET-REAPERS REALM REZONING" in the U.S. Mail at the Post Office on MacEachern Street, Concord, NC with first class postage prepaid and addressed to the neighbors listed on the attached Appendix C. The Fact Sheet and Appendix C are incorporated herein by reference.

4. Further your affiant saith not.

Albert Benshoff, Affiant

NORTH CAROLINA
Cabarrus COUNTY

Sworn to (or affirmed) and subscribed before me this 21st day of July 2021.

Marie E. Maurer
Notary Public

(Official Seal)

MARIE E. MAURER NOTARY PUBLIC CABARRUS COUNTY, NC

My commission expires: 10-2-2022

EXHIBIT C LIST OF CONTIGUOUS NEIGHBORS

Name	County Property Number & PIN
Patterson, Gary M. and wife, Deborah C. Patterson 1165 Pats Loop, China Grove, NC 28023-5769	147 036 (5835-01-47-7632), 147 056 (5835-01-47-8008)
Sloop, Teresa P. and husband, Timothy Sloop 1077 Pats Loop, China Grove, NC 28023	147 065 (5835-01-57-0004)
McCorkle, Lois Daugherty 809 N Enochville Ave, China Grove, NC 28023	147 046 (5835-02-56-2574)
Lentz, Barbara Rainwater 2570 Lentz Rd. China Grove, NC 28023	147 039 (5835-01-46-8144)
Daugherty, Robert J. 7287 Meeting Street, Charlotte, NC 28210	147 040 (5835-01-46-7154) 147 042 (5635-01-46-5183)
Herendeen, Mary R. 571 Paradise Rd., Salinas, CA 93907	147 044 (5635-01-46-6164)
Blackwelder, Jermey Michael 1463 Banks Rd., Fort Mill, SC 29715-8431	147 045 (5635-01-46-4133)
Deyton, Roy Anthony and wife, Ann Johnston Deyton 450 Old Linn Rd., China Grove, NC 28203	134 058 (5635-01-37-6038), 134 059 (5635-01-36-4781)
Montanez, Kathya Divina 500 Old Linn Rd., China Grove, NC 28023	147 083 (5635-01-47-0204)
Campbell, Justin Ryan and Goldin Carly 550 Old Linn Rd., China Grove, NC 28023	147 118 (5635-01-47-0385)
Mitchell, Edward Wayne 610 Old Lynn Rd., China Grove, NC 28023-5614	147 048 (5635-01-47-2436)
Childress, Kenneth and wife, Patricia Ann Childress 630 Old Linn Rd., China Grove, NC 28023	147 003 (5635-01-47-5450)
Poston, Billy Roy and wife, Dollie M. 616 E. Mills Drive, Landis 28088	147 020 (5635-01-46-4943)

NEIGHBORS ACROSS OLD LINN and DAUGHERTY ROADS from the ENTRANCES

Name	County Property Number
Shuffler, Eddie Lee and wife, Donna L. Shuffler 1254 Bennington Dr. NW, Concord, NC 28027	147 021 (5635-01-48-3266), 147 063 (5635-01-47-3714), 147 002 (5635-01-47-4896)
Williams Noel A. and spouse, Joan E. Williams 1505 Daugherty Road, China Grove, NC 28023	147 008 (5635-01-35-6387)
Young, Thomas Stanford and wife, Cynthia C. Young 1515 Daugherty Rd., China Grove, NC 28023	147 074 (5635-01-45-1721)
Lentz, Barbara Rainwater 2570 Lentz Rd., China Grove, 28023	147 038 (5635-01-45-7430)

Daugherty, Randy Neal and wife, Tamara Freeze Daugherty 1715 Daugherty Rd., China Grove, NC 28023	147 081 (5635-02-55-3331) 147 121 (5635-02-55-5379)
Daugherty, Greer Haywood and Carolyn Buckwell Daugherty 2920 Daugherty Rd., China Grove, NC 28023	147 101 (5635-04-54-5794)
Honeycutt, Ginger O. 1825 Daugherty Rd., China Grove, NC 28023	147 120 (5635-02-55-6812)

FACT SHEET – REAPER'S REALM REZONING

Reaper's Realm / T. J. Jenkins submitted an application to Rowan County Planning to rezoned only a portion of its 18 acres at 175 Shuffler Woods Road (new address 614 Old Linn Road) from Residential Agricultural to Commercial, Business, Industrial (CBI) WITH CONDITIONS. See the map on the back. The hatched portion is the property to be rezoned. This is a summary of the complete application which is available from the Rowan County Planning Department and is posted at www.reapersrealmnc.com on the project page

The CONDITIONS will become a part of the zoning and will run with the land forever. The CONDITIONS ARE:

1) The ONLY uses that will be made of the CBI zoned property are: LAWN & GARDEN SERVICE, ORNAMENTAL TREE & SHRUB SERVICES, AGRICULTUREAL PRODUCTION-LIVESTOCK. AMUSEMENT & RECREATION SERVICES [Reaper's Realm Haunted House & Trail]. All other CBI uses are prohibited. The maximum number of haunted house buildings are shown on the map on the reverse.

2) Reaper's Realm Haunted House & Trail will be open no more than 30 days per calendar year. The 30 days are divided into four seasons shown on Table 1.

TABLE 1:

NAME of SEASON	*NUMBER of DAYS*	*LAST DAY of SEASON*
St. Valentine's Day	4	Sunday of the weekend closest to the holiday, except when holiday falls on a Weds, then it will be Sunday of the following weekend. If approved, the last day of the next season would be Feb. 13, 2022
St. Patrick's Day	2	Same as Valentine's Day. For example St. Patrick's Day was Weds. March 17, 2021– equidistant between 2 weekends. The following Sunday was March 21. If approved, the last day of the next season will be March 20, 2022.
Halloween	20	October 31
Christmas	4	Before December 24

There will be no Christmas season in 2021.

3) The HOURS of OPERATION of Reaper's Realm Haunted House & Trail
   - Sundays through Thursdays from 6:30 PM to 10:00 PM. No admission tickets will be sold after 9:00 PM.
   - Fridays and Saturdays from 6:30 PM to 12:30 AM. No admission tickets will be sold after 11:00 PM.

   It takes the average customer about one hour to complete the RRHHT.

4) The maximum number of patrons permitted per day is 1,200. Children under the age of 16 are not permitted unless accompanied by a responsible adult older than 18. IDs will be checked. Children may NOT be dropped off. Pedestrians will be denied entry.

5) NOISE: The noise level at the property line will not exceed 70 decibels on the A scale of an ANSI-certified sound level meter. Seventy decibels is the sound of an office, or the noise inside a car traveling 60 MPH. A 20 foot wide buffer will be planted as shown on the reverse on the northwest property line. Existing tress and shrubs will not be disturbed, except by construction.

6) ACCESS & CIRCULATION & PARKING: A new gravel road will be built from Old Linn Road to Reaper's Realm Haunted House & Trail. See t map on the back. Traffic will be one-way, entering from Old Linn Road and exiting on Daugherty Road, except where shown as 2-way on the site plan. A turn-around area is shown on revised Site Plan 1. The entrance road from Old Linn Road to the turn-around is two-way. When capacity is reached vehicles will be turned around by a flagger at old Linn Road. Staff will close the road at the southern end of the turn-around area when capacity is reached. The main entrance will be posted that RRHHT is closed. When the turn-around area is cleared of vehicles the main entrance w be closed to entering vehicles with a gate or temporary barrier. Then the entrance and exit will be posted, and NO PARKING TOWING ENFORCED signs will be placed on Old Linn and Daugherty Roads and placed in private yards on request. Shuffler Woods Road will be two-way for emergency vehicles only.

OTHER REQUIREMENTS:

1) SECURITY: Reaper's Realm Haunted House & Trail will hire five off-duty law enforcement officers (typically Rowan County Sherriff's deputies) and 5 private bonded security guards for the Halloween Season and 3 deputies and 3 private security guards for the other seasons. (At the last Valentine's Day season attendance was about 300 persons/night.) One deputy and one security guard will be stationed at the entrance, the exit and a the entrance to the "CUSTOMER STANDING" area shown on the reverse. Patrons will be "wanded" before entering the Customer Standing area. Additional deputies and guards will be stationed in the CUSTOMER STANDING AREA. A command post will be set up by the EXISTING HAUNTED HOUSE (see reverse). Rowan County Rescue Squad will be under contract to provide one ambulance and crew to be stationed on site when RRHHT is open to the public. The Rescue Squad is stationed outside the command post.

2) Reaper's Realm Haunted House & Trail has or will have all necessary approvals including N.C. Dept. of Transportation, Rowan County Environmental Health, N.C. Building Code, in addition to a Zoning Permit. See the full application on the project web page at www.reapersrealmnc.com for details on the emergency evacuation, sanitation, fire prevention and security plans.

COMMENTS? QUESTIONS? CONCERNS?

Reaper's Realm Haunted House & Trail wants your comments and questions. You may leave comments at the project page at www.reapersrealmnc.com OR by calling 704 739 4153 OR by e-mailing Reaper's Realm's agent Al Benshoff at benshoff@broughlawfirm.com

COMMENTS MAY BE ANONYMOUS. A SUMMARY OF THE COMMENTS WILL BE SUBMITTED TO THE ROWAN COUNTY PLANNING BOARD ON OR BEFORE JULY 26, 2021.

ROWAN COUNTY PLANNING BOARD PUBLIC HEARING

Will be held on July 26, 2021, at 7:00 PM in the J. Newton Cohen Sr. Meeting Room on the second floor of the J. Newton Cohen Rowan County Administration Building at 130 W. Innes Street, Salisbury.

RED LEAF LN.

SCERCY
147 022

SHUFFLER
147 002

SHUFFLER
147 063

SHUFFLER
147 021

OLD LINN ROAD

CANTRELL
147 086
SF

SLOOP
147 005

PATTERSON
147 036

PEREZ
147 055

YORK
134 008

TADLOCK
134 060

MITCHELL
147 048
ZONED "RA"
SF

50'-0"

PROPOSED 24'-0"
TWO WAY "ENTRANCE" ROAD OFF
OLD LINN ROAD HEAVY DUTY ASPHALT
FIRST 50'

FATS LOOP

(234)

(483)

CAMPBELL
147 118
ZONED "RA"
SF

(186)

50' RADIUS TURN AROUND

PROPOSED
20'-0" PLANT BUFFER

MONTANEZ
147 083
ZONED "RA"
SF

(109)

PROPOSED 20'-0"
ONE WAY ROAD

SF
CHILDRESS
1471003
ZONED "RA"

(114)

SLAUGHTERHOUSE
#1 AND #2

(80)

(174)

(220)

PATTERSON
147 056
SF

EDGINTONG
147 095

10'-0" SETBACK
20'-0" BUFFER

CEMETERY

ASYLUM

SF
POSTON
147 020
ZONED "RA"

(410)

(423)

(790)

DEYTON
134 058
ZONED "RA"
SF

PROPOSED
ROAD

10'-0" SETBACK
20'-0" BUFFER

EXISTING
BARN

TRAIL

CREEK

(647)

10'-0" SETBACK
20'-0" BUFFER

EXIT TRAIL

10'-0" SETBACK
20'-0" BUFFER

DEYTON
134 059
ZONED "RA"
SF

(134.24)

CHECK
POINT

JENKINS
147 116
ZONED "RA"

JENKINS
147 001
ZONED "RA"

PARKING
AREA
0.48 AC

ENTRANCE
TRAIL

(175)

50'-0" SETBACK
@ PRINCIPLE STRUCTURE

EXISTING
PRINCIPLE
RESIDENCE

EXISTING
SM. BUILDING
ON SKIDS

JENKINS
147 004
ZONED "RA"

SLOOP
147 065
ZONED "RA"
SF

EXISTING
HAUNTED
HOUSE

CUSTOMER
STANDING

(215)

JENKINS
147 006
ZONED "RA"

SECURITY
CHECKPOINT

(208)

PARKING
AREA
0.6 AC

50'-0" SETBACK
@ PRINCIPLE STRUCTURE

TWO-WAY
TRAFFIC

(174)

PARKING
AREA
0.40 AC

OVERFLOW
PARKING
AREA
0.45 AC

(232)

(208.36)

(203)

(472)

(209)

(87)

(88)

(88)

(86)

EXISTING
SHOP

HERENDEEN
147 043
ZONED "RA"
V

JENKINS
(REAPERS REALM)
PROPERTY LINE

DAUGHERTY
147 042
ZONED "RA"
SF

DAUGHERTY
147 040
ZONED "RA"
SF

MC CORKLE
147 046
ZONED "RA"
SF

BLACKWELDER
147 045
ZONED "RA"
SF

HERENDEEN
147 044
ZONED "RA"
SF

LENTZ
147 039
ZONED "RA"
SF

10'-0" SETBACK
20'-0" BUFFER

DEEDED R/W
DB 591 - PG 321
DB 1127 - PG 297

DAUGHERTY ROAD

LENTZ
147 038
ZONED "RA"

YOUNG
147 074
ZONED "RA"

WILLIAMS
147 008
ZONED "RA"

WILLIAMS
147 008
ZONED "RA"

EXISTING ROAD
PROPOSED "EXIT"
ONTO DAUGHERTY ROAD

NOTE
THIS IS NOT A BOUNDARY SURVEY. SUBJECT PROPERTY/PLAT REPRODUCED FROM THE FOLLOWING DEEDS: 1300 - 715; 1122 - 302

REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK	
FRONT:	50 FT.
SIDE STREET:	50 FT.
SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA
PROFESSIONAL
SEAL
33882
ENGINEER
JAMES R. BASINGER

PRELIMINARY
NOT FOR
CONSTRUCTION

Basinger Design Co.
JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)
engineering | design | consulting

PROJECT NO.
21003

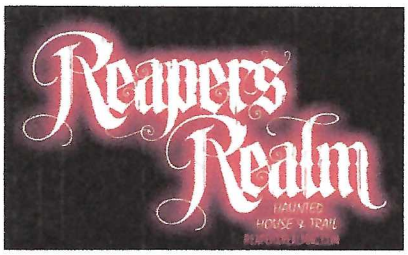
DATE
12 JULY 2021

DRAWN BY:
JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED S TE PLAN
SCALE: 1" = 150'-0"

SHEET NO.
1



704-239-4153

TJ JENKINS

CONVERSATIONS WITH NEIGHBORS

JUNE 19 – I spoke with Mr. Montanez about any issues or concerns he had about RRHH. And he stated he had never had any problems or issues with noise.

Spoke with Mr. Patterson also and he's had no concerns or issues with RRHH. Only thing he's ever had was people looking for it and he directed them. I told him our google map flag was in wrong place and we didn't know till OCT. 2020. Since then we've moved the flag on google maps. He said he didn't have any other issues with maps since then.

Spoke with Wayne Mitchell and he lives the closest to our trail and says he's never heard noise from RRHH. He also stated he didn't understand the need for a sound barrier since he's never had a sound issue. I told him if he ever has a issue to contact me.

JULY 6 – Spoke with Tony Deyton he stated he didn't like the new plan to put traffic on Old Linn Rd. he also stated the noise was too loud. I ask why he never stated or voiced any concerns in the 8 years no noise complaints nothing and we speak from time to time during the years. He also stated that on July 4th around lunch he almost called law because he heard music and kids screaming. I informed him that we were doing a sound test for the Faith 4th parade on our float we entered and we only had it on for a few minutes because we had a crackle in our system we were trying to fix. The kids and neighborhood kids were in pool so I'm assuming that's what he heard. I offered a handout he refused.

I spoke with Wayne and grandson Justin Campbell again. They voiced concerns about how traffic would be handled. I explained that I would have a sheriff and flagger stationed on Old Linn rd. entrance and with road being so long there would never be cars backed up on Old Linn rd. and sheriff would be there to make sure cars don't park on sides of road. They also voiced concerns of us being zoned commercial would hurt there property values and taxes would be higher. I explained we aren't going to be zoned commercial that it was a restricted district that would only allow us to be open certain days a year. They both were glad I explained. They both agreed they would rather have vegetation barrier if had to be on

instead of fencing. Mr. Mitchell ask if I would plant some Leyland cypress trees along new rd. near his property for visual block. I agreed.

I spoke with Carl Tadlock by phone he said he has never had any issues with RRHH. That traffic is no different than when state closed bridge for a year and detoured down Old Linn including semis. He stated he's never heard any noise from RRHH.

---------- Forwarded message ---------
From: **Carly Goldin** <carly.goldin@gmail.com>
Date: Wed, Jul 14, 2021, 5:07 PM
Subject: RE: Reapers Realm
To: <1976angntj@gmail.com>
Cc: Justin Campbell <j.campbell5423@gmail.com>

Good Afternoon,

My family lives at 550 Old Linn Rd - directly adjoining the Reapers Realm property. I'm writing today to state our family's position with the upcoming year of Reapers Realm.

We have yet to have a direct problem with the Reapers Realm property, owners or employees. After speaking with Mr. Jenkins - **we do not see any valid reason that the family cannot operate their trail this season**, with proper measures in place. Mr. Jenkins came directly to my house and spoke to myself & my significant other and heard out all of our concerns, and made sure to address each one that we had. With that; from my understanding, Mr. Jenkins has also went to surrounding neighbors, which is very respectful to hear out each and everyone's concerns. He has a very detailed packet put together, and their family has put a lot of time and effort into living out their dream of having a Haunted Trail.

There have been multiple changes made with the trail within the last year, and I think that with everything put in place now, it should be a fun and enjoyable event for everyone.

We did have a concern with the traffic directly in front of our home - and TJ has addressed those concerns. Because of the officers/flaggers in place, we do not see an issue. However - if we were to have any issues when the trail opens, I do firmly believe that Mr. Jenkins would have those issues addressed immediately as there is a clear communication between his family and mine at this point.

Please let me know if I can be of further assistance in this matter.

Thank you,

Justin & Carly Campbell
550 Old Linn Rd
China Grove NC 28023
(704) 273-9478

From: Angntj Jenkins
To: Al Benshoff
Subject: Fwd: Comments on Reapers Realm Haunted House and Trail
Date: Thursday, July 8, 2021 5:50:43 PM

---------- Forwarded message ---------
From: **Wayne Mitchell** <restoreman3@gmail.com>
Date: Thu, Jul 8, 2021, 3:05 PM
Subject: Fwd: Comments on Reapers Realm Haunted House and Trail
To: <1976angntj@gmail.com>

---------- Forwarded message ---------
From: **Wayne Mitchell** <restoreman3@gmail.com>
Date: Thu, Jul 8, 2021, 2:42 PM
Subject: Comments on Reapers Realm Haunted House and Trail
To: <benshoff@broughlawfirm.com>

Hello Sir,
My name is Wayne Mitchell, I live at 610 Old Linn Road directly in back of the Reapers Real Trail.

I sold this property to Mr. Jenkins some years ago and ever since they started this Haunted Trail I've had not problems what so ever with noise or traffic issues.

I think it has been run very well and people must really like it for Mr. Jenkins told me he's had people form surrounding areas come to go through the Trail.

About the issue of the traffic which will now be right in my front yard and the entrance right beside my house should be handled in a timely manner. Mr. Jenkins took me and showed me the route that the cars will be taking should not cause a real issue if the one's entering will obey the officer's as they direct the traffic.

As for the "metal fence" to surround our property I for one don't deem it nessary, were by just some bushes would be sufficient to block all the traffic during the entering of the property.

Again I have to quams about the noise whatsoever and it hasn't bothered me at all the years I've lived directly behind the Reapers Realm Haunted House & Trail.
So with this being I see no reason they can't continue proceeding in keeping the Haunted House and Trail open.

Thank you,
Wayne Mitchell
610 Old Linn Road
China Grove, NC 28023

Muire, Ed D.

From: james powell <jblackwelder@atmc.net>
Sent: Wednesday, July 21, 2021 6:41 PM
To: Muire, Ed D.
Subject: Zoning Hearing 7/26/2021(Z 05-21)

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.

To: Rowan County Planning Board

For: Z 05-21 Rezoning request

I am the owner of 1620 Daugherty Road(Parcel # 147045). My property abuts the subject property(175 Shuffler Road). My property has a 30 foot Ingress/Egress Easement recorded in Book 591, Page 321 that gave the right, at that time, for Danny L. Shuffler to access his property. This is a residential easement that grants ingress/egress to a residential dwelling. This was the intent. The ability to operate a business with heavy traffic in and out, throughout all hours of the night, is absurd. I would not have an issue with this if all of the traffic wasn't going through my property. My property has been devalued since the onset of Reapers Realm. I will be unable to attend the meeting on Monday, July 26, 2021 at 7:00 pm. I hope my letter can represent my input into this matter.

Sincerely,

Jeremy Blackwelder
Owner of 1620 Daugherty Road
704-791-1282

Muire, Ed D.

From: Muire, Ed D.
Sent: Monday, July 26, 2021 6:00 PM
To: 'Donna Shuffler'
Subject: RE: Reaper's Realm Rezoning

Ms. Shuffler-
I will provide a copy of your email to the Planning Board at tonight's meeting.

Ed

Ed Muire | AICP, CFM
Planning Director | Rowan County Planning & Development 402. N. Main Street | Suite 204 | Salisbury, NC 28144
[P] 704.216.8588 [F] 704.216.7986
www.rowancountync.gov

-----Original Message-----
From: Donna Shuffler <shufflered@gmail.com>
Sent: Monday, July 26, 2021 5:56 PM
To: Muire, Ed D. <Ed.Muire@rowancountync.gov>
Subject: Reaper's Realm Rezoning

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.

Dear Mr. Muire,

Please accept my apology if this message is being sent to you in error.

I am uncertain as to the correct contact person. Due to unexpected family

health issues, I will not be attending the meeting concerning Reaper's

Realm rezoning this evening.

We own three parcels of land totaling approximately 17 acres on Old

Linn Road directly across from the proposed entrance to Reaper's Realm.

My family vehemently opposes the rezoning for many reasons. The noise

from previous years was loud enough to be heard in the house with

windows closed and kept the occupants awake. The noise went on much

later than the current plans mention. Another major consideration is the increase in traffic that will occur. Residents will be unable to continue evening walks and children will not be able to play in their yards for at least thirty evenings during the year. In previous years, the traffic on Daugherty Road has been horrendous when Reaper's Realm was operating. As time is short, I will not go into the many other issues that are concerning to me.

In closing , I would like to note that this is a residential neighborhood and this business is not conducive to a safe and pleasant residential area. Please do not approve the zoning change. Thank you for your time and consideration.

Sincerely,

Donna Shuffler

Sent from my iPad

C 156 NAMES
100 ADDRESSES

Petition To: Rowan County > Reapers Realm Rezoning

Printed Name	Address	Signature
* Teresa Sloop	1077 Pats Loop China Grove 28023	Teresa Sloop
* Tim Sloop	1077 Pats Loop China Grove, N.C.	
Terry W. Sloop	1715 Pine Ridge Rd. China Grove NC 28023	
James Sloop	1715 Pine Ridge rd China Grove NC	
* Debbie Patterson	1165 PATS LOOP China Grove, NC 28023	Debbie Patterson
* Gary M. Patterson	1165 Pats Loop China Grove NC 28023	
* Madison Powers	1165 Pats Loop china Grove NC 28023	Madison Powers
* Bobby Aderhold	2209 billy st Kannapolis NC 28023	Bobby Aderhold
* Ann Deyton	450 Old Linn Rd China Grove NC	Ann J Deyton
* Jerry Deyton	450 OLD LINN RD CHINA GROVE NC	
* Kayley Deyton	390 Old Linn Rd China Grove NC	Kayley Deyton
* Taylor Deyton	"	
* Pat Childress	630 old Linn Rd China Grove, NC 28023	Pat Childress
* Ken Childress	630 Old Linn Rd 28023 China Grove	
* Donna Cook	630 Old Linn Rd China Grove, NC	Donna Cook
* Judy Byrd	630 Old Linn Rd China Grove 28023	Judy Byrd
Joey F. Sloop Sr.	1075 Pats Loop China Grove, NC 28023	Joey F. Sloop Sr.
Judy Sloop	1075 pats Lp China Grove	Judy Sloop
Kevin Sloop	1075 Pats Lp China Grove	Kevin Sloop

www.BusinessFormTemplate.com

* PROPERTIES THAT JOIN JENKINS PROPERTY

Petition To: ~~Rowan County~~ > Reapers Realm Rezoning

Printed Name	Address	Signature
Charlene Norton	1625 Pine ridge NC 28023	Charlene Norton
Kayla Smith	890 old Linn Road	Kayla Smith
Gabe Dulin	890 Old Linn Rd	Gabe Dulin
Ruth Adams	420 Red Leaf Lane	Ruth Adams
Vickie ALEXANDER	645 Red Leaf LANE	Vickie Alexander
Robert ALEXANDER	645 Red LEAF LANE	Robert Alexander
MASON BREWER	730 Red Leaf LANE	Mason Brewer
Hailey Hepburn	730 Red LEAF LANE	Hailey Hepburn
Carol Abbey	210 Green Acres	Carol Abbey
Tamara Odom	220 Green Acres	Tamara Odom
Bethany Richer	1055 Old Linn Rd	Bethany Richer
Jason R Richer	1055 old Linn Rd	Jason Richer
Shannon Smith	1005 old Linn Rd.	Shannon Smith

www.BusinessFormTemplate.com

Petition To: Rowan County > Reapers Realm Rezoning

Printed Name	Address	Signature
Tahree Drye	1077 Pats Loop - China Grove	Tahree Drye
Jason Robinson	8605 OLD LINN RD China Grove	Jason Robinson
Lawie Howerton	885 Old Linn Rd China Grove	Lawie Howerton
Glenn Howerton	885 Old Linn Rd China Grove	Glenn Howerton
Haley Howerton	885 Old Linn Rd China Grove	Haley Howerton
Gracie Howerton	885 Old Linn Rd China Grove	Gracie Howerton
Carolyn S Percy	China Grove, NC 28023 775 old Linn Rd	Carolyn S Percy
David Edgington	1015 Sellers Ct China Grove, NC	
Elizabeth Edgington	1015 Sellers Ct China Grove, NC	Elizabeth Edgington
Jami Edgington	1015 Sellers Court China Grove NC	Jami Edgington
Dejane JORDAN	1015 Sellers Ct	Dejane Jordan
Brian Kelly	1045 Sellers Ct	Brian Kelly
Melissa Kelly	1045 Sellers Ct	Melissa Kelly
Tina Chastain	190 Redleaf Ln	Tina Chastain
Ree Chastain	190 Redleaf lane	Ree Chastain
Winford Patterson	1665 Pine Ridge Rd. China Grove 28023	Winford Patterson

www.BusinessFormTemplate.com

Petition To: Rowan County > Reaper's Realm Rezoning

Printed Name	Address	Signature
Jace Sloop	1715 Pine Ridge	
Ritchie Menius	1745 Pine Ridge Rd	Ritchie Menius
Wendy Cavaham	1745 Pine Ridge Rd	Wendy Graham
Chad Hancock	1750 Pine Ridge Rd	Chad Hancock
Sonjia Stamey	1670 Pine Ridge Rd	Sonjia Stamey

www.BusinessFormTemplate.com

Petition To: Rowan County & Reapers Realm Rezoning

Printed Name	Address	Signature
Jimmy D. Redford	1560 Pine Ridge	
Karen Ingram	1588 Pine Ridge Rd	Karen Ingram
SCOTT J. MORGAN	1580 PINE RIDGE RD	
Phyllis Powell	1565 Pine Ridge Rd	
John Powell	1565 Pine Ridge Rd	John Powell
Jacob Davis	1445 Pine Ridge Rd	
Abigail Davis	1445 Pine Ridge Rd	A Davis
Linda Keever	1515 Pine Ridge Rd	Linda Keever
Larry Keever	1521 Pine Ridge Rd	Larry Keever
JENNA KLUTTZ	485 Red Leaf Ln	Jenna Klutz
CORY KLUTTZ	485 Red Leaf Ln	
Alan Moffitt	640 Redleaf Ln	
Desiree Moffitt	640 Redleaf Ln	
Rosalie Pollock	2120 Daugherty Rd	
Teri Shrewsberry	650 Red Leaf Lane	Teri Shrewsberry
Thomas Shrewsberry	650 Red Leaf Lane	Thomas Shrewsberry
John Hall	1560 Pine Ridge	
Katie Bunn	815 Old Lynn	Katie Bunn
Jason Navey	815 Old Linn	Jason Navey

Petition To: Rowan County Reapers Realm Rezoning

Printed Name	Address	Signature
J. Allen Milem	1080 Sellers CT China Grove, NC	J Allen Milem
CHRIS PUGH	1085 SELLERS CT CHINA GROVE NC	Chris Pugh
Meredith Pugh	1085 Sellers Ct. China Grove, NC	
Chad Sides	1065 Sellers Ct. China Grove NC.	
Elizabeth Sides	1065 Sellers Ct. China Grove, NC	Elizabeth Sides
Jerrod E James	290 Red Leaf China Grove N.C. NC	Jerrod E James
Kenneth Harrington	350 Red Leaf Lane	Kenneth Harrington
	350 Redleaf In.	Amy Deweese
	350 Redleaf In	Tyler Waters
David Short	275 Forsaken Dr.	David Short
FRANK PAYNE	275 FORSAKEN DR	Frank Payne
	275 Forsaken Dr.	
Dylan Cardille	955 old Linn Rd	Dylan Cardille
Devon Farley	955 Old Linn Rd.	
Robert Bringer	925 Old Linn Rd	
Denise Hutchens	995 Old Linn Rd	Denise Hutchens
Bailey Hutchens	995 Old Linn Rd	Bailey Hutchens
Lynn R. Furr	1570 Pine Ridge Rd	Lynn R. Furr
Judy Hall	1560 Pine Ridge Rd	Judy Hall

www.BusinessFormTemplate.com

Petition To: Rowan County Keepers Realm Rezoning

Printed Name	Address	Signature
DAVID BUMGARNER	815 OLD LYNN RD	David Bumgarner
Karen Bumgarner	815 Old Lynn Rd	Karen Bumg
Adeline Gaines	815 Old Lynn Rd	Adeline Gaines
Wayne Bradshaw	880 Old Lynn Rd	Wayne Bradsh
Stephanie Bradshaw	880 Old Lynn Rd	Stephanie Bradshaw
Donnie Bradshaw	880 Old Lynn Rd	Donnie Brad
Teressa Wagner	880 old Lynn Rd	Teressa Wagner
Diane Jenkins	880 Old Lynn Rd China	Diane Jenkins
Jesse Jenkins	880 Old Lynn Rd	Jesse Jenkins
Laura Brindle	880 Old Linn Rd	Laura Brindle
Frankie Tucker	115 Timber Creek Ln	Frankie Tucker
William Tucker	115 Timber Creek Ln	William Tucker
Rickey Wagner	9085 Castor Rd	Rickey Wagner
Branden Stout	4885 Queens Rd	BStout
Pastor George Bradshaw	245 Dunn Mtn Rd	George Bradshaw
Libby Coggins	2025 Hwy Rd.	Libby Coggins

www.BusinessFormTemplate.com

Petition To: Rowan County Keepers Realm Rezoning

Printed Name	Address	Signature
J. P. Franks	1492 Bostian Rd	J. P. Franks
Carol & Rick Lipe	870 Old Beatty Ford Rd.	Carol Lipe
Jannie Lipe	840 " " "	Jannie Lipe
Jeff & Carolyn Okuda	1510 Bostian Rd	Carolyn Okuda
Amy McKnight	1520 Circle DR	Amy McKnight
Freddie McKnight	1520 Circle DR	Freddie McKnight
Paul Hughes	555 Red leaf LN	Paul Hughes
Tammie Brown	555 Redleaf LN	T. B
John Jordan	845 old Linn Rd	John Jordan
TERRY DAUGHTRY	825 OLD LINN ROAD	Terry Daughtry
LUCY LIVELY	825 OLD LINN ROAD	Lucy Lively

www.BusinessFormTemplate.com

Petition To:

Printed Name	Address	Signature
Martha Corriher	950 Daugherty Rd China Grove, NC	Martha Corriher
Sue Tadlock	930 Daugherty Rd China Grove	Sue Tadlock
George Corriher	950 Daugherty Rd China Grove NC	George Corriher
Rebecca Corriher Daugherty, Realtor	1120 Daugherty Rd	Rebecca Corriher Daugherty
Meredith Daugherty	1120 Daugherty Rd China Grove	
Douglas Daugherty	1120 Daugherty Rd China Grove	Douglas Daugherty
David Daugherty	1120 Daugherty Rd China Grove	David Daugherty Jr
Matt Stanley	1045 Daugherty Rd. China Grove 28023	Matt Stanley
Shelley Stanley	1045 Daugherty Rd. China Grove, NC 28023	Shelley Stanley
Gary Barnes	1025 Daugherty Rd China Grove, NC	Gary Barnes
Cassidy Benfield	1049 Daugherty Rd China Grove, NC 28023	Cassidy Benfield
Matt Benfield	1049 Daugherty Rd China Grove, NC 28023	Matt Benfield
Amanda Charis	712 Daugherty Rd China Grove, NC 28023	Amanda Charis
C. Jeremy Charis	712 Daugherty Rd. China Grove NC 28023	C. Jeremy Charis
Lynn Harkey	1010 China Grove Rd China Grove, NC	Lynn Harkey
Jeff Harkey	1010 China Grove Rd China Grove, NC 28025	Jeff Harkey
Brandi Patrias	1030 China Grove Rd China Grove NC 28023	Brandi Patrias
Wanda I. Smith	1020 China Grove Rd China Grove, NC 28023	Wanda I. Smith

www.BusinessFormTemplate.com

Petition To: Rowan County > Reapers Realm Rezoning

Printed Name	Address	Signature
Wayne Mitchell	610 Old Linn Rd	Wayne Mitchell
Faynell York	555 OLD LINN RD	Faye York
Susan Faggart	2670 Daugherty Rd	Susan Faggart
Alan Scercy	775 Old Linn Rd	Alan Scercy
Joel Williams	1505 Daugherty Rd	Joel A Williams
Justin Campbell	550 Old Linn Rd	Justin Campbell
Scott Carpenter	190 Forsaken Dr	Scott Carpenter
Daisy Rodgers	235 " "	Daisy Rodgers
David Simpson	250 Daugherty Rd	David Simpson
Brian Overcash	2125 Daugherty Rd	Brian Overcash
Jessica E Helms	270 Green Acres Pl.	Jessica E Helms
Michael & Melinda Sisco	2070 Daugherty Rd CGK	Melinda Sisco
Phyllis K. Efird	1860 Daugherty Rd	Phyllis Efird
Daniel Helms	270 Green Acres PL	Daniel Helms
Lee Clark	175 Green Acres Pl	Lee Clark
Carol Kendrick	255 green acres P	Carol Kendrick
Randy Daugherty	1715 Daugherty Rd.	Randy Daugherty
Kathryn Divina Montano	500 old Linn Rd. chnagney	Kathryn D Montano
Thomas Young	1115 Daugherty Rd.	Thomas Young

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Shane Stewart, Assistant Planning Director
DATE:	August 27, 2021
SUBJECT:	Conduct Quasi-judicial Hearing for SUP 02-21: Taylor Clay Products

---

On behalf of Taylor Clay Products, building contractor Bryce Evans is requesting a special use permit to accommodate a 7,875 sf building addition to the existing brick manufacturing facility at 1225 Chuck Taylor Ln. Salisbury further referenced as Parcel ID 408-020.

1. After chairman statement, sworn oath to those testifying
2. Receive staff report
3. Petitioner statements, if any
4. Statements by others sworn in
5. Close hearing
6. Considering 3 findings of fact with separate motions on each
7. Motion to approve or deny SUP 02-21.

ATTACHMENTS:

Description	Upload Date	Type
Chairman's Speech	8/27/2021	Exhibit
Staff Report	8/27/2021	Exhibit
Site Plan	8/27/2021	Exhibit
GIS Map	8/27/2021	Exhibit
Evaluation Criteria	8/27/2021	Exhibit
Procedural Checklist	8/27/2021	Exhibit
Application	8/27/2021	Exhibit

Greg Edds, Chairman

SUP 02-21: CHAIRMAN'S SPEECH

The hearing for consideration of SUP 02-21 is now in session and will focus on an application submitted by Bryce Evans on behalf of Taylor Clay Products for a 7,875 sq.ft. building expansion on Tax Parcel 408-020 located at 1225 Chuck Taylor Lane.

If you feel that any member of the Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

1. Approve the permit as requested or with additional conditions;
2. Continue the request; or
3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept **sworn** testimony. **No** hearsay evidence is admissible.

Shane Stewart will present the case for the County.

DEPARTMENT OF PLANNING & DEVELOPMENT
AUGUST 25, 2021
STAFF CONTACT: SHANE STEWART

SUP 02-21: Taylor Clay Products

REQUEST: 7,875 SF expansion to existing brick manufacturing operation

Parcel ID: 408-020

Location: 1225 Chuck Taylor Ln.

Acreage: Apx. 29 AC plus 39 AC on adjacent Parcel ID 408-079

Zoning: IND

Floodplain: N/A on 408-020

Watershed: N/A

Property Owner: Taylor Clay Products

Applicant: Bryce Evans

Existing Use: Brick Manufacturing (SIC 3251)

SUP REQUEST DETAILS

Taylor Clay is seeking a Special Use Permit (SUP) to expand their existing brick manufacturing operation with a 7,875 sq.ft. building addition. Per section 21-58 and 21-60 (3)(a), operations that are subject to a special use permit as identified by the table of uses (21-113) in the Zoning Ordinance require a special use permit for all new and expansion of existing operations. Taylor Clay received previous special use permits (formerly identified as conditional use permits) in 2002 and 2006 for the addition of a brick kiln and a new building addition respectively.

SPECIAL USE REQUIREMENTS: SEC. 21-60 (3)(A)

- Minimum Lot Size: The minimum lot size shall be five (5) acres for manufacturing uses. **The site totals 29 Acres per GIS.**

- Location of structures, storage of materials: Principal structures and storage of flammable / hazardous materials shall be 2 times the required buffer. **The proposed addition will be 110' to the nearest property corner, which is a parcel owned by Taylor Clay (parcel ID 408-079). The nearest property use is the Cabarrus Concrete batch plant at 1155 Chuck Taylor Ln. No buffer would be required between two "heavy impact" uses.**

- Site Location: Primary access to arterial or major collector street; not applicable to expansion of existing facilities predating 2004. **N/A. Operation existed prior to 2004.**

- Security Restrictions: Access shall be controlled through gates / fences to prevent unauthorized access to operational area. **Both access driveways are gated.**

- Dust, odor, glare: Shall not be noticeable at adjacent residential property lines. **The nearest residence is located approximately 750 feet from the addition located at 4970 S Main St on the west side of US 29. Staff does not anticipate a change in these levels as a result of this small addition.**

- Removal and reclamation: Removal bonds are not required for expansions to operations existing prior to 2004. **N/A.**

- Screening: Expansions to existing facilities are subject to screening standards from section 21-216. **N/A. Nearest land use is a concrete batch plant, which does not require screening.**

- Separation: New facilities shall be no closer than ½ mile from a church, licensed daycare, public or private school, health care facility, public park, or existing inhabited dwelling. This standard does not apply to expansion of existing facilities. **N/A.**

EVALUATION CRITERIA: SEC. 21-59

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria (see enclosed applicant responses):

1. Adequate transportation access to the site exists. **Peeler Road was re-aligned in 2015 to eliminate the at-grade rail crossing to S. Main St. (US 29) in favor of a new bridge over the highway approximately 1/3 mile north. The resulting ¼ mile dead end road segment approximately 24 feet in pavement width providing access to Taylor Clay, Walk-On Products, and a few other businesses was re-named Chuck Taylor Ln., which connects to the 300 Block of Peeler Rd. Peeler Rd. is classified as a major thoroughfare providing an important railroad crossing between Henderson Grove Church Rd. to the north and Webb Rd. to the south (3.86 mile stretch).**

   NCDOT traffic count information collected in 2016 north of S. Main St. estimate annual average daily traffic (AADT) at 3,300 along Peeler Rd. Comparatively, the Comprehensive Transportation Plan (CTP) estimates road capacity at 13,600 AADT, which represents a figure primarily based on pavement width and speed limit rather than a single measure of assessing the road's operational capacity. While the frequency and volume of use is unknown, the operation does use a rail spur for part of their operational needs.

2. The use will not significantly detract from the character of the surrounding area. **Taylor Clay began operation at this location in 1949 expanding through the years to over include over 250,000 sf under roof (estimate through aerial imagery). Coupled with their adjacent Parcel ID 408-079, Taylor Clay owns 68 acres serving as the primary use within the 128 acre Industrial (IND) district. Other uses include Cabarrus Concrete at 1155 Chuck Taylor Ln., a small solar facility at 170 Furniture Dr., several small businesses between S. Main St. and the railroad, and several businesses along Chuck Taylor Ln. including Walk-On Products at 1170. Additionally, the facility is proximate to the 360 acre property historically referred to as the "Platinum" site zoned 85-ED-2.**

3. Hazardous safety conditions will not result. **None envisioned.**

4. The use will not generate significant noise, odor, glare, or dust. **Previous special use permits were improved in 2002 and 2006.**

   Noise – Regulated by section 21-241 of the Zoning Ordinance based on decibel levels at the property line.
   Odor – Subject to existing air permit with NCDEQ.
   Glare – Staff is unaware of any potential glare issues. Previous staff reports noted only building mounted lights, which should not present glare issues.
   Dust – Surfacing on the majority of operational areas is gravel. Staff does not recall receiving any dust complaints at the facility.

5. Excessive traffic or parking problems will not result. **The site plan presented may be a historic one as the parking areas identified do not match aerial imagery. According to the applicant, no additional employees are proposed as part of this expansion. Section 21-166 of the Zoning Ordinance would not require additional parking to what is available on site. While there is no centralized parking area or readily identifiable number of spaces, this request should not present traffic or parking problems.**

6. Use will not create significant visual impacts for adjoining properties or passersby. **The addition will not be visible from adjacent roads or properties.**

PUBLIC NOTICE August 23, 2021 – Mailed notice to eight (8) adjoining land owners (within 100 feet of the subject property).

August 25, 2021 – Sign posted on property.



FINDINGS OF FACT The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:

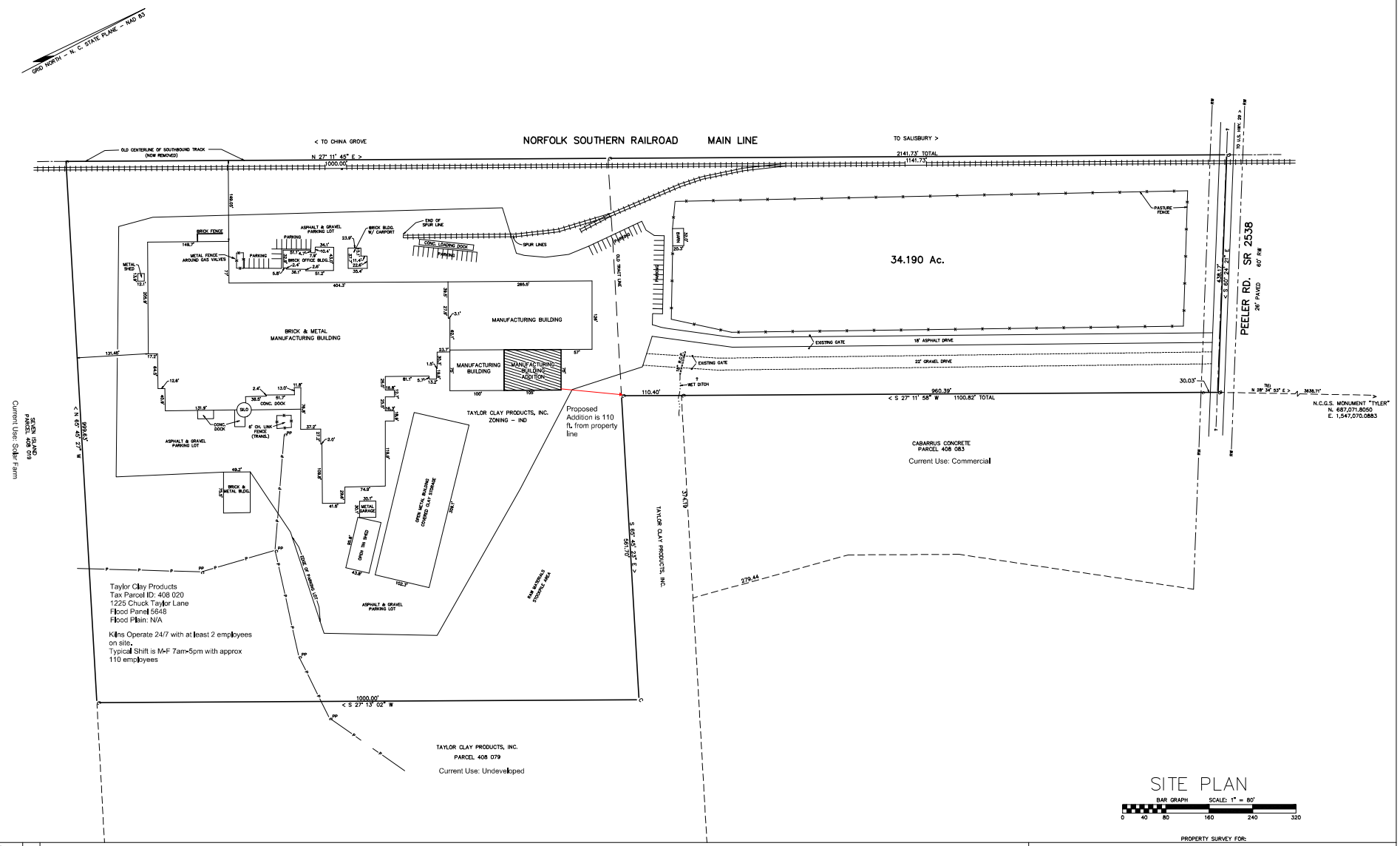
1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

See enclosed checklist to guide decision. Planning Staff will provide example findings for consideration at the hearing.

STAFF COMMENTS This request complies with the heavy impact standards designed to address new and expanded brick manufacturing and similar uses.



SITE PLAN

BAR GRAPH SCALE: 1" = 80'

0 40 80 160 240 320

LEGEND	
➢	Existing Stone
○	Existing Iron
○	New Iron
⊞	Point
⊲	New R.R.S.
℄	Centerline
RW	Right-of-Way

PROPERTY SURVEY FOR:

TAYLOR CLAY PRODUCTS, INC.

SCALE: 1" = 80'

DATE: JULY 23, 2021

LITAKER TOWNSHIP - ROWAN COUNTY, NORTH CAROLINA
REF. TAX MAP 408 PARCEL 20, DEED BOOK 344 PAGE 29 & DEED BOOK 587 PAGE 353.

SUP 02-21: Taylor Clay Products

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ZONING

- RS
- RR
- RR-AO
- MHP
- CBI
- IND
- 85-ED-2
- 85-ED-3
- Salisbury Zoning

Parcel ID 408-020

Parcels

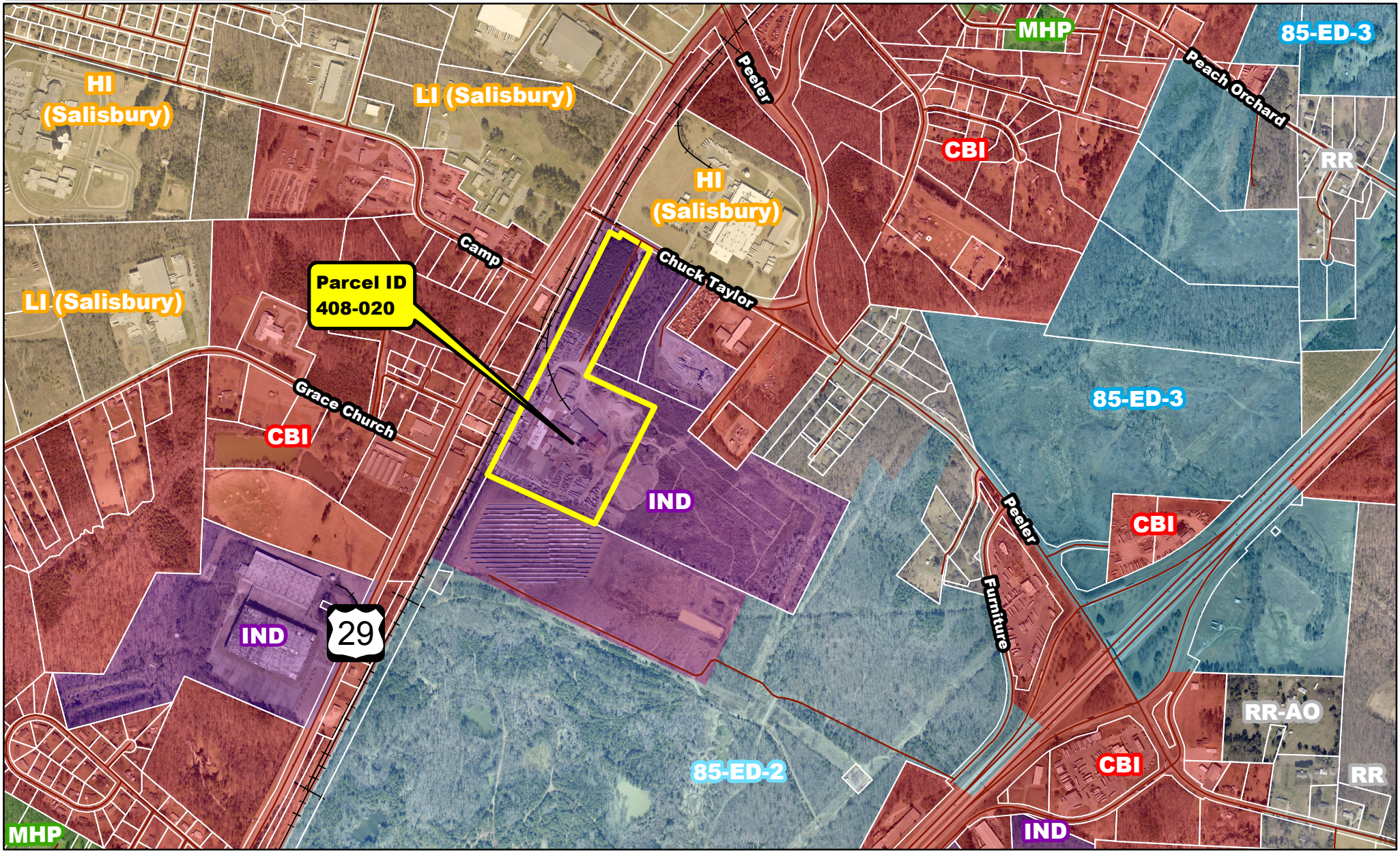
Roads

0 500 1,000 Feet

N

Feb. / Mar. 2021 Aerial Imagery

Prepared by RC Planning Department: August 25, 2021



Taylor Clay Products Statement of Evaluation Criteria

1. Adequate transportation access to the site exists. **The existing site conditions meet this requirement. The proposed addition will not take up existing parking areas and will not result in increased traffic.**
2. The use will not significantly detract from the character of the surrounding area. **All new construction will match the construction of the existing building in both design and use. The adjacent properties are also primarily used for commercial purposes.**
3. Hazardous safety conditions will not result. **The proposed addition will not result in the storage of any hazardous materials or production of hazardous products.**
4. The use will not generate significant noise, odor, glare, or dust. **The proposed addition will match the existing building materials in style and finish. There will not be any additional glare or noise resulting from this addition. Current dust levels will decrease slightly as undeveloped soils are replaced by a new structure.**
5. Excessive traffic or parking problems will not result and the use will not create significant visual impacts for adjoining properties or passersby. **The proposed addition will not create additional traffic, nor will the proposed addition reduce the available parking areas onsite. The proposed addition will be screened by existing trees and will blend in with the existing buildings onsite. The proposed addition will be located over 1,000 feet from the nearest roadway (Chuck Taylor Lane) and will not provide any visual impacts to adjoining properties or passersby.**

Statement Prepared By:

Bryce Evans

Checklist for Review of Special Use Permits

Overview. Special uses are assumed to be generally compatible with other land uses permitted in the zoning district in which the special use is proposed, but due to their unique characteristics or potential impacts on the surrounding areas or the county as a whole, individual consideration of their location, design, configuration and/or operation at the proposed location is required. Specific conditions may be attached to a special use permit application in order to ensure conformance with the zoning district, other county ordinances or to address the project's impacts to the surrounding area.

Applicant: Bryce Evans

Property Owner: Taylor Clay Products

Tax Parcel: 408-020 **Location:** 1225 Chuck Taylor Ln.

Request: SUP for 7,875 sf addition to existing brick manufacturer

Special Use Requirements. Has the applicant provided the following specific items necessary for consideration? For any item indicated as "NO", compliance with the condition(s) should be required prior to

	YES	NO
Minimum Lot Size: Shall be five (5) acres.		
Location of structures, storage of materials: Two (2) times the required buffer		
Site Location: Access to arterial / collector st. (not applicable to pre 2004 operations)		
Security Restrictions: Access controlled through gates / fences.		
Dust, odor, glare: Not noticeable at adjacent residential property lines.		
Removal & reclamation: (not applicable to pre 2004 operations)		
Screening: (not applicable to pre 2004 operations)		
Separation standards: (not applicable to pre 2004 operations)		

Evaluation Criteria. Has the applicant demonstrated that their proposal can comply with the following general special use evaluation criteria? For any item indicated as "NO", condition(s) may be added to bring the proposal into compliance.

	YES	NO
Adequate transportation access to the site exists.		
The use will not significantly detract from the character of the surrounding area.		
Hazardous safety conditions will not result.		
The use will not generate significant noise, odor, glare, or dust.		
Excessive traffic of parking problems will not result.		
The use will not create significant visual impacts for adjoining properties or passersby.		

Required Findings. All decisions regarding a special use permit application shall not be approved or denied unless each of the following findings has been made. A motion and vote on each finding is necessary. In order for the special use permit to be granted, all three (3) findings must be satisfied.

	YES	NO
Motion 1: The development of the property in accordance with the proposed condition will not materially endanger the public health or safety.		

Supporting Fact(s): _____

Motion 2: That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.		

Supporting Fact(s): _____

Motion 3: That the location and character of the development in accordance with conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.		

Supporting Fact(s): _____

Additional Conditions. Specific conditions attached to the application that ensure conformance with the zoning district, other county ordinances or that address the project's impacts to the surrounding area.

Condition 1: _____

Condition 2: _____

Additional Conditions: _____

Permit Decision. A simple majority vote is only needed. Note that vacant seats and disqualified members are not counted in computing majority.

MOTION TO: GRANT ☐ DENY ☐ CONTINUE ☐

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

Case # CUP 02-21
Date Filed 8/2/21
Received By SAS
Amount Paid $200.00 credit card

Office Use Only

CUP-016351-2021

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Taylor Clay Products

Signature: [signature] President

Phone: 704-236-2411 Email: taylor@taylorclay.com

Address: 1225 Chuck Taylor Lane, Salisbury NC 28147

APPLICANT / AGENT INFORMATION:

Name: Bryce Evans

Signature: [signature], VP

Phone: 704-640-1833 Email: baevans09@att.net

Address: 129 Brandon Drive, Salisbury, NC 28144

PROPERTY DETAILS:

Tax Parcel: 408 020 Zoning District: IND

Date Acquired: 03/13/2013 Deed Reference: Book 1213 Page 552

Property Location: 1225 Chuck Taylor Lane

Size (sq. ft. or acres): 34 Acres Street Frontage: 340 Ft.

Current Land Use: Commercial - Manufacturing

Surrounding Land Use: North Chuck Taylor Lane
South Solar Farm
East Commercial
West Railroad Tracks

PURPOSE & SECTION:

State purpose of conditional use permit:

Taylor Clay seeks a conditional use permit to construct a 7,875 square foot addition to their existing manufacturing operations.

Cite section(s) of Zoning Ordinance which permit is being requested:

21-60 (3)(a)

ATTACHED DOCUMENTS:

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60.

Attached: Yes ☑ No ☐

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Public Hearing: 9 / 7 / 21 3. Notifications Mailed: 8 / 23 / 21 4. Property Posted: **8 / 25 / 21** 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Ed Muire, Planning Director
DATE:	August 26, 2021
SUBJECT:	Public Hearing: FY 19-20 HOME Funding Increase

BACKGROUND
The Commission conducted a public hearing on March 18, 2019 to adopt its FY 19-20 HOME Action Plan. The funding amount advertised for its public hearing suggested the County would receive $147,366 but due to changes in Consortium participation and HUD allocations, the County's allocation increased to $192,081. The County received notice of this funding increase in May 2019.

Accordingly, the County budgeted the increase in funding ($192,081) and administrative costs ($11,525), but was not advised of the need to conduct another public hearing. Based on a similar occurrence of funding increase in the FY 21-22 application, Staff recommends the Commission schedule another public hearing to acknowledge receipt and acceptance of these programmed funds.

PROCEDURAL ITEM
Notice of this public hearing was advertised in the Salisbury Post on Thursday, August 26, 2021.

RECOMMENDATION
- Authorize the County Manager and related Staff to sign the annual agreement on behalf of Rowan County once processed

ATTACHMENTS:

Description	Upload Date	Type
FY 19-20 Annual Agreement	8/26/2021	Backup Material

ANNUAL AGREEMENT FOR THE EXECUTION OF THE HOME INVESTMENT PARTNERSHIPS PROGRAM

This Agreement, made and entered into this _____day of _____**, 2019** and between the **City of Concord**, a municipal corporation organized and existing under the laws of the State of North Carolina, and serving as the lead entity of the Cabarrus/Iredell/Rowan HOME Consortium (hereinafter "City"), and **Rowan County**, a body politic and incorporated under the laws of the State of North Carolina (hereinafter "Agency") has been designated to receive **$192,081** in project funds and **$11,525** for administrative costs; and

WITNESSETH:

WHEREAS, the City has entered into an Agreement to receive funds for a Home Investment Partnerships Program (hereinafter "Funding Agreement") with the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, it is the purpose of this agreement to effect a specified portion of the program approved by the Funding Agreement in accordance with the policies expressed by and declared in Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (hereinafter "Act"); and

WHEREAS, pursuant to said purpose the Agency is undertaking certain activities and desires to engage the City to render certain assistance in such undertakings.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

A. SCOPE OF SERVICES:

1. The services to be performed pursuant to this Agreement (hereinafter "Project"), shall be those specified in the Scope of Services (attached hereto as ***Attachment A***), and under the Project Title(s), **Owner-Occupied Rehabilitation,** in the Action Plan submitted by the City and approved by HUD as that Action Plan now reads or as it may later be modified in accordance with regulations promulgated by HUD.

2. The City may, from time to time, request changes in the scope of service of the Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which is mutually agreed upon by and between the City and the Agency, shall be incorporated in written amendments to the Agreement.

B. DURATION OF AGREEMENT:

This Agreement shall be effective as of the **11th day of March 2019**, and shall remain in effect during the period of affordability required by the Act under 24 CFR Part 92.252 or 92.254.

C. TERMS AND CONDITIONS:

1. The Agency shall enforce this agreement through a promissory note and deed of trust on all real properties receiving an investment of HOME funds which require compliance with all applicable HOME Program requirements. This Agreement shall be considered breached if the Agency

materially fails to comply with any term in this Agreement and shall result in the termination of this Agreement and the recapture of all HOME funds disbursed to the Agency.

2. The Agency shall assume responsibility for managing the day-to-day operations of its HOME program to assure compliance with program requirements outlined in 24 CFR Part 92 and for taking appropriate action when performance problems arise.

3. The Agency shall take full responsibility for ensuring that housing projects assisted with HOME funds meet the affordability and resale requirements of 24 CFR 92.252 or 92.254 as applicable, and shall repay its award of HOME funds in full to the City if the housing does not meet the affordability requirements for the specified time period.

4. The Agency shall retain as program income all repayment, interest, and other return on the investment of HOME funds in a separate local account for use to fund additional eligible HOME activities of the Agency's choosing and agrees to invest all returns on HOME investments in other eligible activities before drawing down additional HOME funds from the City of Concord.

5. The Agency shall request disbursement of HOME funds only after local match funds have been expended to complete each project.

6. The Agency shall submit a fully executed Project Completion Report to the City no later than 10 days following occupancy of each completed housing unit.

7. The Agency shall require all owners of housing assisted with HOME funds to maintain the housing in compliance with applicable Housing Quality Standards and local housing code requirements for the duration of the agreement.

8. The Agency shall, where applicable, review the activities of owners of rental housing assisted with HOME funds to assure compliance with the requirements set out in 24 CFR Part 92 not less than annually. Each review must include an annual onsite inspection to determine compliance with housing codes and the HOME Program requirements. These inspections shall be conducted for each unit in a period during the project's period of affordability.

9. The City shall hold the Agency responsible for complying with the provisions of this agreement even when the Agency designates a third party or parties to undertake any part of the program. The Agency shall not pass on their administrative responsibility to insure compliance with all applicable regulations. All third parties must be bound in writing to the same provisions as required in this agreement.

10. None of the following or their immediate family members, during the tenure of the subject person for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement: Employees, agents, or officials of the Agency, including members of the governing body, who exercise any function or responsibility with respect to the program. The same prohibition shall be incorporated in all such contracts and subcontracts.

11. The assistance provided under this agreement shall not be used by the Agency to pay a third party to lobby the United States government for funding approval, approval of applications for additional assistance, or any other approval or concurrence of HUD required under this agreement. However, HOME funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or

other such services, other than actual solicitations, provided these services are eligible as a program cost.

12. The Agency shall reimburse the City for any amount of HOME funds determined by HUD to have been improperly expended, and the City shall retain the right to recover any questioned costs or overpayments from the Agency.

13. Upon termination, the Agency shall remit any unexpended balance of advanced payments on account of the Grant as well as such other portions of such payments previously received as determined by the City to be due and the action of the City in accepting any such amount shall not constitute a waiver of any claim which the City may otherwise have.

14. The Agency shall allow the City to carry out monitoring and evaluation activities as determined necessary by the City and HUD.

15. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this Agreement shall, at the option of the City, become the property of the City.

16. The Agency is required to have fifty percent (50%) of its funds obligated by March 1, 2020 and one hundred percent (100%) by October 1, 2020. If funds are not obligated by these dates, the Consortium may recapture the unobligated funds.

    Funds must be 100% drawn down by July 1, 2022. If all funds are not drawn by this date, the balance will be recaptured by the Consortium and reallocated. All member governments and Community Housing Development Organizations (CHDOs) will have the opportunity to apply for recaptured funds via a competitive application process. Applicants that can expend the money in the shortest amount of time will rank highest.

    In the event the draw down deadline is not met due to an extenuating circumstance, the deadline may be extended upon approval by the full consortium.

17. The Agency shall comply with all labor standards, nondiscrimination and equal opportunity responsibilities outlined in Title 24.

18. The Agency shall conduct all environmental reviews, including but not limited to environmental assessments, environmental impact statements or other required environmental studies, pursuant to 24 CFR 58 et seq., in a timely manner. Agency shall also comply with all applicable environmental laws, including but not limited to all laws governing environmental impacts, environmental policy, sedimentation, erosion control wetlands, water quality, storm water quality, floodplain management, air pollution, resource conservation and recovery, hazardous or toxic materials of any kind or any other environmental or nuisance ordinance, statute or rule listed in 24 CFR 58.5 and 58.6. Environmental reviews requiring public comment shall be presented to the City for inspection no less than 15 days prior to advertising, as required by 24 CFR 58.56. In the event that the City, the U.S. Department of Housing and Urban Development, U.S. Environmental Protection Agency, N.C. Dept. of Environment and Natural Resources, U.S. Army Corps of Engineers or any other governmental body having jurisdiction finds that any environmental review was not properly conducted or is in any way inadequate, the Agency shall fully indemnify and save harmless the City, its agents, officers, and employees, to the maximum extent allowed by law, from and against all charges that arise in any manner from, in connection with, or out of this contract as a

result of the acts or omissions of the Agency, its contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in regard to the environmental reviews described above and in 24 CFR 58.5 and 58.6. The Agency shall not be liable for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Agency shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section shall remain in force for a period of one year from the completion date of Work despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Agency under this Agreement.

19. The Agency shall ensure that the City has sufficient time to review and comment on all environmental reviews as defined in paragraph 18, environmental assessments and environmental impact statements that may have an impact on Agency's program(s). The Agency and City depending on the length and complexity of the assessment or impact statement shall determine "sufficient time".

20. The Agency shall hold the City harmless for not certifying a project for the release of funds, or for failing to approve an environmental assessment, or not make a "finding of no significant impact" if the City did not certify a project because the City did not complete an environmental review (as defined in paragraph 18 above) or because the City was unable to make the certification in good faith.

D. <u>FUNDING AND PAYMENT</u>:

1. The City will provide the Agency with funds received from HUD for the Project in accordance with the approved budget for the Project (hereinafter "Project Budget") or the actual cost of the Project, whichever is less. The payment procedure under this Agreement shall be in accordance with the following method: Payment shall be on a reimbursement basis, and upon receipt by the City of a Requisition Form, (which shall be provided by the City) which shall reflect expenditures and incurred expenses by budget line item. The Agency shall also provide support documentation such as invoices for all expenditures included on the Requisition Form.

2. Requests for funds shall be made on a reimbursement basis and shall be received by the City within thirty (30) days of the date the expenditure was made. Checks will be distributed by mail on Fridays. Requests for checks must be received by 5:00 PM the preceding Friday so as to be processed for the next check run.

3. Payments under this Agreement are limited to those HOME funds specified in the Project Budget, but in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of the agency's total allocation.

4. The Agency may contribute all or a portion of their annual allocation to a Community Housing Development Organization (CHDO) participating in the Consortium's HOME program. A letter of endorsement from the City/County Manager or Board Chairman must accompany the annual application in which the contribution and resulting allocation reduction is addressed. In doing so,

the Agency will forfeit a percentage of their administration allocation. The amount allocated to the Agency for administration costs will be six percent (6%) of the HOME funds retained for use by the member agency. No administration costs will be provided for the portion the agency allocates to the CHDO. The forfeited portion of administrative funds will be retained by the lead agency (the City) to offset administration costs.

5. The Agency may use their allocation of HOME Program administrative funds to pay for costs relating to (a) oversight, coordination and general management of HOME project(s); (b) staff and overhead costs; (c) public information costs; (d) cost of fair housing; and (e) costs of complying with Federal requirements, per 24 CFR 92.207. Program administration includes, but is not limited to, the following types of assignments: Developing systems and schedules for ensuring compliance with program requirements; developing agreements with entities receiving HOME funds; monitoring HOME-assisted housing for progress and compliance with program requirements; preparing reports and other documents related to the program and projects; providing local officials and citizens with information about the program; preparing program budgets and schedules; outreach activities; monitoring program activities to assure compliance with program requirements; coordinating resolution of monitoring findings; and managing or supervising persons whose primary responsibilities are with regard to the program. Also included are, travel costs incurred for business in carrying out the program; administrative services performed under third party contracts or agreements (such as legal or accounting services); and other costs for goods and services required for administration of the program.

6. The Agency may use HOME program funds to pay for project-related soft costs, which are costs related to the development or financing of HOME-assisted housing. These costs must be reasonable and necessary costs that are associated with the financing or development (or both) of new construction, rehabilitation or acquisition of housing assisted with HOME funds. These soft costs must be consistent with the requirements of 24 CFR 92.206 and specifically 24 CFR 92.206 (d) (6). However, in no event will the project-related soft costs exceed ten percent (10%) of the Agency's total HOME funds identified in Attachment B of this agreement.

   Project related soft costs include such things as work specification preparation; loan processing; construction inspections and oversight; professional services required to prepare plans, drawings, or specifications of a project; costs to process and settle the financing for a project, such as a private lender origination fees, credit reports, fees for title evidence, recordation and filing or legal documents, building permits, attorney's fees, private appraisal fees, fees for independent cost estimates, builders or developers fees, and impact fees that are charged for all projects within a jurisdiction; pre-purchase homebuyer counseling for a HOME-assisted homebuyer; and, costs associated with a project-specific environmental review.

7. The Agency shall certify that the match requirement of 24 CFR 92.218-222, when applicable, will be adhered to, and that non-federal funds in the sum of not less than twenty-five percent of project costs shall be expended. The Agency shall expend non-federal funds as matching contribution in an amount not less than twenty-five percent (25%) of the total HOME funds requested for each eligible dwelling unit. Certification of match expenditures will be provided on a dwelling unit-by-dwelling unit basis and documented to the lead entity no less than quarterly. This procedure will be followed until the total amount of match funds has been met.

   If the Agency has excess match they may elect to contribute such excess to another Consortium member's match liability. The contribution must be from nonfederal sources and permanent in

nature. The terms of the contribution shall be outlined in a written agreement between the two members. A copy of the executed agreement shall be submitted to the City.

E. BUDGET CHANGES AND INELIGIBLE EXPENSES:

1. Except for changes made in accordance with subsection (2) below, any and all alterations in the approved use of budgeted funds shall be subject to prior review by the City.

2. Funds may be shifted between line items of the Project without prior approval of the City only to the extent that such action does not exceed ten percent (10%) of the line item total from which the funds are being removed or to which the funds are being added.

3. A report of fund shifts not requiring prior approval by the City shall be reported in writing to the Planning & Development/Consortium Manager within three (3) days after its effective date.

4. Any costs and expenses not covered by the Project Budget, and; hence, eligible for payment from Grant funds, shall be borne entirely by the Agency.

F. RECORD AND REPORTS:

1. The Agency shall maintain and shall make available at reasonable times and places to the City such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and/or State and Federal agencies in order to assure a proper accounting for all Project funds.

2. The Agency shall provide any duly authorized City representative, representative of HUD and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the HOME funds and the fulfillment of this agreement for a period of three years following the completion of all close-out procedures respecting HOME funds, and the final settlement and conclusion of all issues arising out of the HOME loan.

3. The Agency shall provide quarterly reports to the City that denotes accomplishments, beneficiaries, problems encountered and changes in work schedule and any other information needed by the City to complete the Consolidated Annual Performance Evaluation Report and other reports required by HUD. This quarterly report shall also include an accounting of all program income received and/or expended during the quarter and year to date.

4. The Agency shall provide an Annual Audit Report to the City of Concord performed in compliance with Office of Management and Budget Circular A-133.

G. FINANCIAL ACCOUNTING:

1. The Agency shall establish and maintain fiscal and accounting records in accordance with generally accepted accounting principles and practices.

2. The Agency shall not commingle accounts to an extent that prevents the accounting and auditing of the funds provided hereunder: provided, however, the Agency may supplement the funds provided hereunder from other fund sources.

3. Funds provided hereunder are exclusively for the purposes of this agreement under the terms and conditions of the agreement, and the Agency shall not temporarily or permanently shift such funds to other programs or utilize for other purposes for any reason.

H. INSURANCE AND LIABILITY:

The Agency's chief financial officer or insurer shall ensure that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount consistent with sound fiscal practice.

Work to be performed as provided herein shall be done by the Agency as an Independent Contractor. The City shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Agency, its employees, officers or agents and the Agency shall indemnify and hold harmless the City, its officers, agents and employees from all such claims arising under this agreement.

I. RESIDENT ECONOMIC OPPORTUNITY:

1. The Agency shall take affirmative action to ensure that residents of the project area are given maximum opportunity for training, employment and business opportunities.

2. When qualified applicants are available, preference shall be given to residents of the project area in filling all training, business opportunities and jobs generated by the Program even where employment results outside the geographic boundary of the project area.

J. PUBLICITY:

The Agency shall make every effort in its publicity and in other ways, to fully inform the public concerning the Project. Any publicity given to the Project must recognize the Cabarrus/Iredell/Rowan HOME Consortium as the sponsor and the Project being funded by HUD through the HOME Investment Partnership Program. The City will, in all publicity originated by it concerning the Project, recognize the Agency as the entity responsible for carrying out the Project.

K. SUSPENSION OR TERMINATION FOR CAUSE:

1. The City, upon written notice to the Agency, may suspend or terminate payment of Grant funds to the Agency in whole or in part for cause which shall include, but not limited to, the following:

   (a) Ineffective or improper use of Grant funds;
   (b) Failure to comply with the terms and conditions of this agreement;
   (c) Submission to the City of reports which are incorrect or incomplete in any material respect;
   (d) Suspension of the Grant from HUD to the City in whole or part for any reason.

2. The City, upon written notice to the Agency, may also withhold payment of any unearned portion of the Grant if the Agency is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by HUD.

3. If the City withholds payment, it shall advise the Agency in writing what action must be taken as a condition of precedent to the resumption of payment.

L. ASSIGNABILITY:

This agreement is expressly non-assignable without the prior written consent and approval of the City; nor may the Project be continued by a successor to the Agency herein named without the prior written consent of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement.

M. DOCUMENTS OF INCORPORATION:

This Agreement is expressly made subject to all Attachments hereto, to all of the attachments, provisions, requirements, federal, state, and local laws and the Cabarrus/Iredell/Rowan HOME Consortium Joint Cooperation Agreement and of the Funding Agreement between the City and HUD and to any and all requirements, whether federal, state or local, verbal or written, placed upon the City as lead entity of the Cabarrus/Iredell/Rowan HOME Consortium. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference. Examples of documents incorporated herein by reference include, but are not limited to, those set forth in ***Attachment "C***."

N. MISCELLANEOUS PROVISIONS:

1. The singular of any term used in this Agreement shall include the plural, and the masculine shall include the plural, and the masculine shall include the feminine, and vice versa.
2. A signed copy of this Agreement shall be considered as an original.
3. All notices under this agreement shall be addressed to the following unless otherwise notified:

CITY OF CONCORD

Attn: Pepper Bego
Federal Program Coordinator/Consortium Manager
Business and Neighborhood Services
P.O. Box 308
Concord, N.C. 28027-0308

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on its behalf and attested; and the Agency has caused the same to be duly executed and attested on its behalf.

ATTEST: **CITY OF CONCORD**

_____ By: _____

Kim Deason, City Clerk Lloyd Payne, City Manager

(Corporate Seal)

APPROVED AS TO FORM

_____

Valerie Kolcynski, City Attorney

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

_____

Pam Hinson, Finance Director

ATTEST: **ROWAN COUNTY**

_____ By: _____

Clerk County Manager

(Corporate Seal)

APPROVED AS TO FORM

_____

County Attorney

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

_____

Finance Director

Attachment A

Project Description

The 2019-2020 HOME program allocation will be used to provide housing rehabilitation assistance to four (4) households within Rowan County limits, excluding the Salisbury and Kannapolis entitlement areas *(see attached program service area* map). Individuals or families whose incomes are 80% or less of the area median income are potentially eligible for assistance. The program will be administered by Salisbury Community Development Corporation (Salisbury CDC), a 501(c)3 non - profit affordable housing agency, under contract with Rowan County.

All Rowan County homeowners in the non-entitlement areas of Rowan County will be encouraged to apply for assistance. Applicants must meet program and HUD income guidelines to be eligible. Qualified owner-occupied homes will be inspected to determine feasibility for the program and to assess needed improvements related to livability, health and safety, and energy efficiency. Priorities include repairs that address immediate needs, such as leaking roofs or inadequate systems, to ensure a safe living environment, in addition to improvements that will reduce ongoing utility costs and keep the home affordable over the longer term.

For all eligible projects, a work write-up will be prepared by a qualified rehabilitation specialist and the work will be competitively bid. Section 8 contractors and women/minority-owned firms will be encouraged to bid on project s. Homes built prior to 1978 will be assessed for lead-based hazards, and where indicated by positive test results, lead abatement or removal will be completed only by certified lead abatement contractors.

The funding is provided by Rowan County as a grant at zero percent (0%) interest which will be forgiven at a rate of 20% per year beginning the 61^{st} month after work is completed. The homeowner may not sell, refinance, rent or change the ownership status of the home until the grant is forgiven unless repayment of the remaining balance is made.

Attachment B

SECTION III

PROJECT BUDGET AND FUNDING

III (a) Budget

Show all funding sources for the project or projects you plan to undertake. Be sure to include program income.

Project Revenue

	Source	Amount
HOME funds being requested		$192,081
HOME funds from prior year(s)		
HOME Program Income		
Other Federal Funds		48,021
State/Local Funds (list)		
Bank Loans (CICCAR)		
Other Cash Contributions		
Other local loans		
Private Grants		
Total Funds Available*		**240,102**

* This total should be the same as your *"Total Development Costs"* total in the ***Estimated Costs*** table on page 7.

Provide the details of all loans and/or grants, other than HOME, listed above for the project.

ATTACHMENT C

CERTIFICATIONS

The following are made a part of this contract:

1. Office of Management and Budget Circular A-87 as applied to cost principles for State and local governments;
2. 24 CFR Part 85 as applied to Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act;
5. Drug Free Workplace Act;
6. Provisions of 24 Code of Federal Regulations Part 92.357 as related to debarred, suspended or intelligible contractors;
7. National Historic Preservation Act of 1966;
8. 24 Code of Regulations Part 92 containing regulations for the HOME Investment Partnerships Program;
9. Furthering fair housing; and Executive Order 11063;
10. Section 109 of the Housing and Community Development Act of 1974 (the Act), as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions;
11. Requirements as set forth in 24 CFR Part 92.354;
12. The National Environmental Policy Act, as related to environmental standards and regulations contained in 24 CFR Part 58;
13. Section 202(a) of the Flood Disaster Protection Act of 1973, as amended, relating to the National Flood Insurance Program in accordance with 44 CFR Parts 59 – 79 and 24 CFR Part 92.358;
14. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations in 24 CFR Part 92.353;
15. Executive Order 11246, as amended by Executive Order 112086 and regulations issued pursuant thereto (41 CFR Chapter 60), relating to employment and contracting opportunities;
16. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart B and 24 CFR 92.355 prohibiting the use of lead-based paint in residential structures;
17. The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred, suspended or ineligible for federal funds under 24 CFR Part 24 and 24 CFR Part 92.537;
18. The conflict of interest provisions contained in 24 CFR Part 85.36 and 24 CFR Part 92.356 in the procurement of supplies, equipment, construction and services;
19. Executive Order 12372 Concerning intergovernmental review of federal programs including implementing regulations contained in 24 CFR Part 52;

20. Section 3 of the Housing and Urban Development Act of 1968, as amended, concerning Affirmative Action in the provision of training employment and business opportunities;

21. Americans with Disabilities Act (ADA).

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Shane Stewart, Assistant Planning Director
DATE:	August 27, 2021
SUBJECT:	Consider SNIA 06-21: Foley Home Sales

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC to construct a 12,000 sq.ft. shell building on Lot 3 of the recently developed Horsepower Park Subdivision. The property is addressed as 180 Nitro Alley Mooresville and referenced as parcel ID 230D-003. According to the property owner, the building will be upfitted for a race shop and warehouse use initially with other future tenants to follow thereafter (see enclosed site plan).

This request meets all standards for approval.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	8/27/2021	Exhibit
Site Plan	8/27/2021	Exhibit
Application	8/27/2021	Exhibit

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

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: August 24, 2021
RE: **SNIA 06-21; Foley Home Sales, LLC.**

BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Approve / Deny / Table **SNIA 06-21**

REQUEST

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC to construct a 12,000 sq.ft. shell building on Lot 3 of the recently developed Horsepower Park Subdivision. The property is addressed as 180 Nitro Alley Mooresville and referenced as parcel ID 230D-003. According to the property owner, the building will be upfitted for a race shop and warehouse use initially with other future tenants to follow thereafter (see enclosed site plan).

Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Applicant: Foley Home Sales
Location: 180 Nitro Alley
Zoning: IND
Watershed: WS II BW (Coddle Creek)

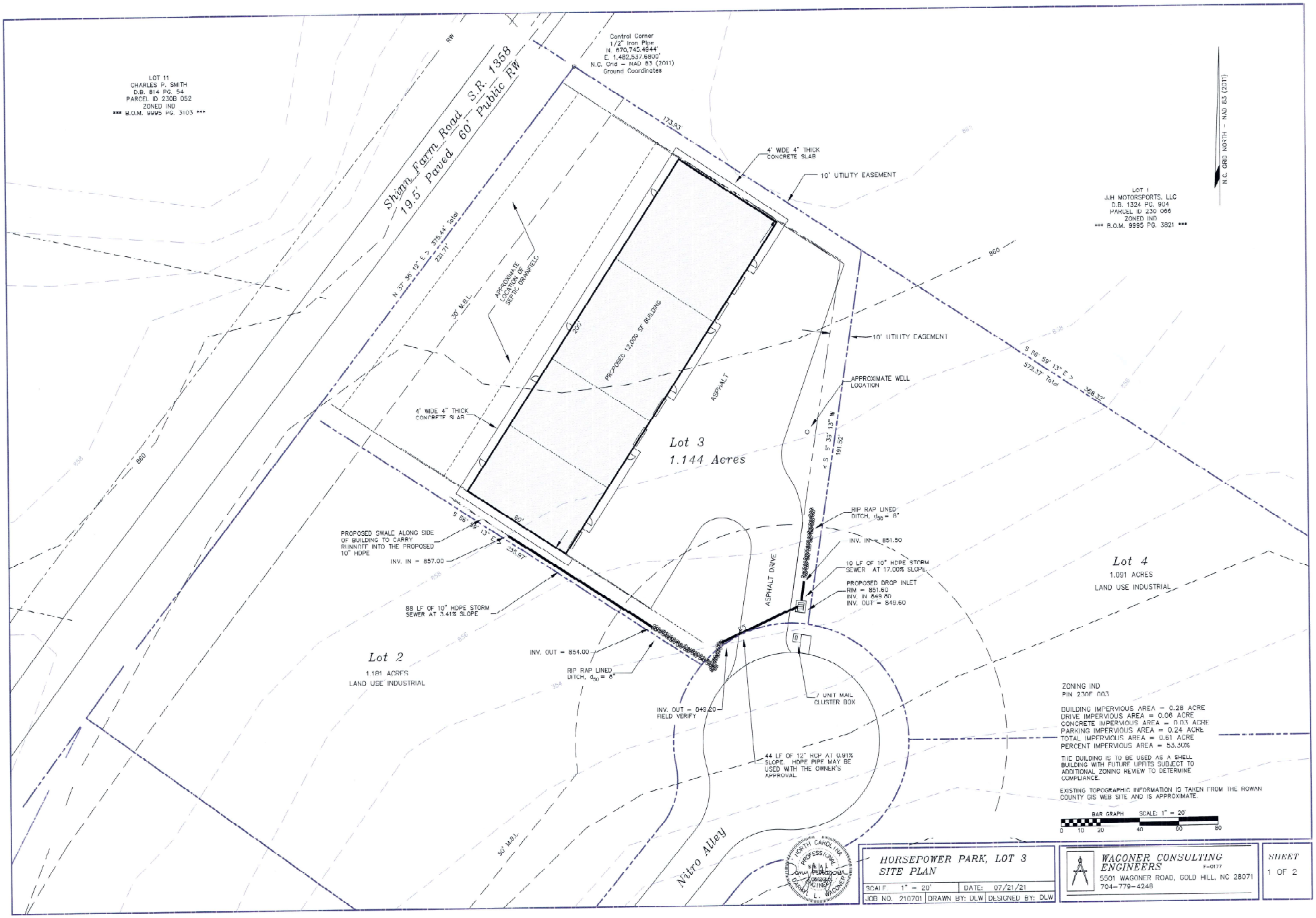
Property Owner: Foley Home Sales
Tax Parcel: 230D-003
Purpose: Shell Building & Race Shop

STAFF CALCULATIONS

- Total lot area (less r/w): **1.144 AC**
- Current total built upon area: **0 sf**
- Proposed structure size: **12,000 sf**

- Proposed other improvements: **14,375 sf (based on plan acreage)**
- Total coverage after development: **26,572 sf (54% per plan)**
- Allowable coverage by right: **5,979 sf (12%)**
- Coddle Creek Watershed Acreage Total: **11,885 AC (10% = 1,188 AC)**
- Acres approved for SNIA: **164 AC (.014% of 10%)**
- Percentage removed from 10% allocation total: **13.8% of 100%**

STAFF COMMENTS This request meets all standards for approval.



HORSEPOWER PARK, LOT 3
SITE PLAN

SCALE: 1" = 20'	DATE: 07/21/21
JOB NO. 210701	DRAWN BY: DLW | DESIGNED BY: DLW

WAGONER CONSULTING ENGINEERS F-0177
5501 WAGONER ROAD, GOLD HILL, NC 28071
704-779-4248

SHEET 1 OF 2

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

Case # SNIA 06-21
Date Filed 8/13/21
Received By SAS
Amount Paid $100.00

Office Use Only

SNIA-016421-2021

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: Foley Home Sales, LLC
Signature:
Phone: 856-404-5379 Email: Foley1301@gmail.com
Address: 1075 Blue Spruce Drive, Mooresville, NC 28115

APPLICANT / AGENT INFORMATION:

Name: SAME As Above
Signature:
Phone: Email:
Address:

PROPERTY DETAILS:

Tax Parcel: 230E003 Zoning District: IND
Location: Lot 3: Horsepower Park, 180 Nitro Alley
Size (sq. ft. or acres): 1.144 Acres Watershed: WSII BW Coddle Creek
Current Land Use: Vacant

List the current or proposed use of the property and a general description of what will be constructed under this application:

Shell building per plans

Will there be ***land disturbing activity*** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☐ No ☒

Structures: Existing N/A sq.ft. Proposed 12,000 sq.ft.

Other Impervious Coverage: Existing 0 sq.ft Proposed .33Ac per plans ~~sq.ft.~~

Remaining Undeveloped Area: .53Ac per plans ~~sq.ft.~~ 46.6 per plans % of Property

Storage of toxic and/or hazardous material: Yes ☐ No ☒

If Yes, a spill containment plan must submitted with application.

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.

Attached: Yes ☒ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.

Signature

8/13/21
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: 9/7/21 3. Board of Commissioners Action: Approved _____ Denied _____ 4. Date Applicant Notified: ___/___/___

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project.

WSII BW — Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA

N/A — Project included within an SNIA Overlay Area.

(b) Lot Dimensions.

✓ — Actual dimensions and acreage of the lot to be built upon and the location of any right of ways that may affect development on the lot.

✓ — Average lot size (in square feet).

(c) Built Upon Area.

✓ — The accurate location and use of all existing and proposed buildings and other structures and location and size, in square feet, of all built-upon areas including parking and loading facilities.

✓ — The percent of the project that will be covered with an impervious surface.

✓ — The area, in acres, to be left natural

(d) Streams / Rivers.

N/A ✓ — The accurate location of all perennial streams and natural drainage areas on the property on the site plan.

(e) Buffers.

N/A ✓ — The location of all required buffer areas shown on a site plan.

Lot size less r/w & esmts.	1.144 AC	Other coverage	Apx 14,375 sf	→ Based on Plan %
Allowable coverage by right	5,979 sf	Total coverage	Apx 26,572 sf	→ Based on Plan %
Allowable coverage with 70%	34,882 sf	Undisturbed acreage	Apx 23,260 sf	
Existing coverage	0	Watershed acres	11,885 AC	
Pre-1994 coverage	0	Acres approved for SNIA	163 AC	
Building size	12,000 sf	Percentage Removed	1%	

Checked By: _____ Date: 8/16/21

Comments: _____

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:	Brian Ingraham, President of CEO of Vaya Health
DATE:	August 16, 2021
SUBJECT:	Update on Status of Consolidation Efforts Between Vaya Health and Cardinal

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: August 27, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	8/27/2021	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL: This amendment is to budget HCCBG CARES Funding that expires September 30, 2021.

Prepared by: Kelly Johnson
Date: 8/10/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
HCCBG IHA CARES FUNDING	E	33018-000-582028-000	$30,751	
HCCBG IHA CARES REIMB	R	33018-5315-431303-000	$30,751	
HCCBG ADC CARES FUNDING	E	33018-000-582027-000	$7,873	
HCCBG ADC CARES REIMB	R	33018-5315-431302-000	$7,873	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Budget Revision # 03-226
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/12/2021		Date:	Posted by:
Signature: Digitally signed by Micah Ennis Date: 2021.08.12 16:05:33 -04'00'		Signature:	Approved by:

JMH

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | Detail | Months | Se

Account

Fund	1010 ...	GEN FD	Acct	1010-51-5129-5300-5315-5550-000-5-582025-20008	
Org	1155315 ...	HCCBG EXP	Acct name	HCCBG - COVID CARES	Account
Object	582025 ...	DISASTRELI	Type	Expense	Status Active
Project	20008 ...	HCCBG CARES COVID	Rollup	...	
			Sub-Rollup	...	
			MultiYr Fund		

4 YEAR COMPARISON | GAAP W/CARRY FORWARD | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2021/13	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2022
Original Budget	.00	.00	.00	.00
Transfers In	65,500.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	65,500.00	.00	.00	.00
Actual (Memo)	26,874.59	.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	38,625.41	.00	.00	.00
Percent used	41.03	.00	.00	.00

« < 2 of 2 > »

Display detail information for current account.

Coronavirus Aid, Relief and Economic Security Act Service Proposal

Agency Name: Dept. of Social Services **County**: Rowan

Address: 1813 E Innes St., Salisbury, NC 28146

Period Covered: July 1, 2020 through September 30, 2021

All OAA programs and services have increased flexibility to best meet the needs of participants, caregivers, and providers during the COVID-19 pandemic. Use the space below to describe how funds are to be utilized in response to the COVID-19 pandemic. If your agency is providing more than one service, include a description for each. Expenditures must be justifiable and reasonable. Capital expenses above $5,000 will require a waiver from the AAA and NC DAAS. *(Attach additional pages if necessary)*

Service to be Delivered: In-Home Aid Level II
Service Codes: 936
Description of Intention for CARES funds: With Covid-19 impacting our citizens, the elderly and disabled are especially vulnerable. By providing IHA services, we will assist disabled adults to safely remain in their home as long as possible while maintaining their independence, quality of life, slowing the deterioration of their functional capacity; preventing abuse, neglect and/or exploitation and avoiding premature institutional care. Overall, the need for these services has increased as communities try to slow transmission of COVID-19 by closing locations where many people typically receive services. Social distancing has also made it difficult for families to assist loved ones who live alone and require care.

Service to be Delivered: Adult Daycare
Service Codes: 930
Description of Intention for CARES funds: Social distancing is a necessary preventive measure to combat COVID-19. In some cases it can lead to isolation which has a negative impact upon the social, physical and emotional well-being of individuals. By providing adult daycare services, we will support disabled adults to attend a licensed program in a community group setting to address their well-being and personal independence. Adult Day Centers provide a safe place to go and have social interactions/activities. Concurrently, we will be providing respite support to those adult caregivers who may need to address their own well-being issues in an effort to prevent/reduce caregiver burnout during this pandemic.

Service to be Delivered: Click or tap here to enter text.
Service Codes: Click or tap here to enter text.
Description of Intention for CARES funds: Click or tap here to enter text.

Agency Director Signature

7-28-20
Date

Revision #1 Date _____

Revision #2 Date _____

Revision #3 Date _____

Revision #4 Date _____

_____ _____

Centralina AAA Approval Date

Last Edited 7/2/20

Department of Social Services — Rowan County

Instructions: Complete non-unit based service codes by inserting the appropriate service code that will be utilized in each column. Using the expenditure rows, include planned service expenditures including salary, equipment, capital expenses, and general purchases to the best of your ability. Add rows as necessary. Insert the cost of each expenditure to the best of your knowledge in the appropriate cell. Cells in gray will automatically compute.

Non-Unit Based Service Codes

Expenditures	Service Code 000	Service Code 000	Service Code 000	Service Code 000	Service Code 000	Service Code 000	Service Code 000	
Salary*	$0	$0	$0	$0	$0	$0	$0	$0
Fringe*	$0	$0	$0	$0	$0	$0	$0	$0
Indirect*	$0	$0	$0	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Supplies	$0	$0	$0	$0	$0	$0	$0	$0
Other:	$0	$0	$0	$0	$0	$0	$0	$0
Other:	$0	$0	$0	$0	$0	$0	$0	$0
Other:	$0	$0	$0	$0	$0	$0	$0	$0
Other:	$0	$0	$0	$0	$0	$0	$0	$0
Other:	$0	$0	$0	$0	$0	$0	$0	$0
Total	$0	$0	$0	$0	$0	$0	$0	$0

**Salary/Fringe allowable for Senior Centers, Care Management, and I&OC services*

Instructions: Input the approriate service code in each column. Input your FY21 or FFCRA approved unit rate and allocation amount for unit based services for that specific service. The spreadsheet will calculate the number of expected units to be served.

Unit Based Service Codes

	Service Code 930	Service Code 936	Service Code 000	Service Code 000	Service Code 000	Service Code 000	Service Code 000
FY21 Unit Rate	33.08	21.03	0	0	0	0	0
Allocation Amount	$9,924	$55,576	$0	$0	$0	$0	$0
Units Served	300	2642.7009	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Instructions: Attach this document to the Provider CARES General Proposal and submit to Evelyn Pressley at epressley@centralina.org

Agency Director Signature

7-28-20
Date

CAAA Signature

Date

Revision #1 Date: _____
Revision #2 Date: _____
Revision #3 Date: _____
Revision #4 Date: _____

CAAA Approval _____ Date _____
CAAA Approval _____ Date _____
CAAA Approval _____ Date _____
CAAA Approval _____ Date _____

ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To disperse awarded funding from Agreement Adendum #361 ELC Reopening Schools SH Liaison

Prepared by: Karla Aldridge

Date: 8/16/2021

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Reopening Schools Liaison	R	1145110-431300-20031	115,000	
Salaries: Regular	E	1155110-510005-20031	67,677	
Health Insurance	E	1155110-520005-20031	10,920	
Medicare	E	1155110-520010-20031	982	
Retirement	E	1155110-520015-20031	7,722	
Social Security	E	1155110-520020-20031	4,196	
Workers Comp	E	1155110-520025-20031	1,692	
401 (k)	E	1155110-520030-20031	2,031	
Contracted Services	E	1155110-533001-20031	10,780	
Travel	E	1155110-558000-20031	4,000	
Training	E	1155110-559000-20031	3,000	
Office Supplies	E	1155110-561005-20031	500	
F/A: DP Equipment	E	1155110-576020-20031	1,500	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 21-300
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 08/16/2021		Date:	Posted by:
Signature: Alyssa Harris JMH		Signature:	Approved by:

Alyssa Harris, MPH
Interim Health Director

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

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

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

August 16, 2021

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department

The requested BA is to disperse awarded funding from Agreement Addendum #361 Reopening Schools SH Liaison. Please see attached Agreement Addendum.

Kind Regards,

Alyssa Harris, Public Health Director

Division of Public Health
Agreement Addendum
FY 21-22

Rowan County Public Health
Local Health Department Legal Name

Women's & Children's Health / Children & Youth
DPH Section / Branch Name

361 ELC Reopening Schools SH Liaison
Activity Number and Description

Ann Nichols, 919-707-5667
ann.nichols@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2021 – 05/31/2022
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2021 – 06/30/2022
Payment Period

☒ **Original Agreement Addendum**
☐ **Agreement Addendum Revision #** ___

I. **Background:**

In support of safe, in-person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide an additional layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19). While it is critical for schools to remain open for academic, social, and emotional benefits, it is equally important to do so safely. (See: https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html.) To enable schools to establish and expand COVID-19 screening testing programs to support and maintain in-person learning, the federal government is providing financial resources through the Centers for Disease Control and Prevention (CDC) under the ELC Reopening Schools award.

Public health and education are necessary partners for safe and healthy schools. Successful testing programs with the appropriate response to test results are enhanced by close collaborative working relationships between schools and local health authorities. Efforts should be taken to foster, grow and maintain the tie between public health and education to support COVID testing and response programs and other activities that improve population and individual health for students and school staff. Funding from the ELC award will support staff positions that encourage continuity of existing COVID-related activities, maintain the health department's integral role in screening testing, build upon the work already begun, and ensure a holistic assessment and monitoring of disease burden within any given community.

Health Director Signature (use blue ink) — Date: 08/11/2021

Local Health Department to complete: (If follow-up information is needed by DPH)
LHD program contact name: Meredith. Littell
Phone number with area code: 704-216-8846
Email address: meredith.littell@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

II. Purpose:

This Agreement Addendum provides temporary funding for the Local Health Department to hire Public Health Nurse (PHN) School Health Liaisons for the coordination of COVID-19 screening, testing, and vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types within the jurisdiction of the LHD. Allowable uses of funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.

2. Establish a job description for the PHN School Health Liaison that includes the following activities in addition to other local needs:

   a. Administration/Joint Planning for School Health
      1. Coordinate school health efforts between the LHD and all LEAs and schools in the LHD county (or counties if a District LHD) served.
      2. Conduct ongoing evaluation of cooperative efforts and collaborate on needed changes.
      3. Serve as the LHD liaison for the School Health Nursing Program in all LEAs and schools in the LHD county (or counties if a District LHD) served.
      4. Participate in the LEA School Health Advisory Committee (SHAC).

   b. Communicable Disease
      1. Coordinate shared activities related to COVID-19 testing programs in schools and related response to test results and mitigation efforts.
      2. Coordinate investigation and/or follow-up of other reportable communicable disease events.
      3. Participate in procedure development for response to communicable disease outbreaks in schools.
      4. Coordinate local media response in conjunction with school administration regarding communicable disease events and efforts in K-12 schools.

   c. School Site Vaccine Administration Opportunities
      1. Provide Vaccine Information Statements (VIS) to schools and encourage on-site clinic opportunities.
      2. Coordinate vaccine, medical supplies, and documentation supplies as needed for clinics when scheduled.
      3. Assure completion of administration processes related to vaccines through data entry.

   d. OSHA Compliance Program
      1. Coordinate the availability of OSHA-required vaccines for identified school staff through LHD clinics and the billing of LEA for required services.
      2. Act as a resource to the Lead Nurses/designees for OSHA Blood Born Pathogens training and incidents in schools.

e. Professional Development

1. Include local school nurses in educational and workshop opportunities related to school health program needs.
2. Ensure initial training and annual updates are provided for local school nurses on their duties regarding county disaster response as defined in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

f. Privacy Protection

1. Facilitate 'read only' access to the North Carolina Immunization Registry for county school nurses.
2. Ensure local school nurses have reviewed and signed the LHD Annual Confidentiality Statement.
3. Act as a resource in ensuring compliance with HIPAA and FERPA in coordinated activities.

3. Ensure the execution of Memorandums of Agreement (MOAs) inclusive of the job description activities between the LHD and schools/districts (LEA, Charter, Independent) that are providing COVID testing programs. This MOA requirement can be accomplished through amending the existing annual agreement referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health if Liaison activities are included and consistent with the MOA guidelines provided by the DPH School Health Unit.

Number of PHN Liaison Positions Funded	Amount of Funding Allocated
1	$115,000

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

a. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types and LEAs served by the LHD.

b. Upload job descriptions of all nurses hired with these funds into the Smartsheet Dashboard.

https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb

2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb

The LHD shall:

a. Complete the **COVID-19 Response Plan** in the Smartsheet Dashboard. This response plan is to provide information related to the LHD's broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general.

The LHD will be providing responses for a single COVID-19 Response Plan and this plan will meet the reporting requirements described under the FY22 Agreement Addenda for this Activity 361 as well as other Activities. (The specific Activities to be included for this COVID-19 Response Plan continue to evolve; the complete list of Activities can be found on the Smartsheet dashboard.)

The COVID-19 Response Plan will receive DPH oversight from the DPH Branch staff members representing each relevant aspect. Any question the LHD has about the COVID-19 Response Plan should be directed to the DPH Division Director's Office at lhdhealthserviceta@dhhs.nc.gov

b. Complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the exception of the first months' reports, consistent with the due dates posted on the Smartsheet dashboard. The financial reports for June 2021, July 2021, August 2021, and September 2021 are due by October 22, 2021.

   Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, staff development and training, IT hardware and software, supplies (including cell phones and office supplies), and travel.

   Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable use listed.

c. The LHD shall complete a **Quarterly Progress Report** each quarter via the Smartsheet dashboard. These periodic progress reports will report about the prior period's progress on implementing the Agreement Addendum's required school health nurse liaison activities as listed in the job description. The due dates are posted on the Smartsheet dashboard. The first progress report is to report for July – September 2021 and is due by October 22, 2021. This first progress report must include an estimated timeline for completion of 21/22 program deliverables. The quarterly periods for these progress reports are defined as:

   July – September 2021

   October – December 2021

   January – March 2022

V. **Performance Monitoring and Quality Assurance:**

1. This Activity will be monitored by the Children & Youth Branch according to the following plan:
   a. The Regional School Health Nurse Consultant (RSHNC) will review the Financial Reports each month to ensure that funds are spent only on allowable uses.
   b. The RSHNC will review the Progress Reports each quarter.
   c. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May, 2022), and a copy made available to the Local Health Director. If the report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan.

2. The Local Health Department shall adhere to the following service quality measures:
   a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, Sixth edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
   b. Services are provided in a culturally sensitive manner.

c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
   b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Allowable uses of this Activity's funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.

DPH-Aid-To-Counties **For Fiscal Year: 21/22** **Budgetary Estimate Number : 0**

Activity 361 Service Period Payment Period		AA	1332 892A L5 06/01-05/31 07/01-06/30	Proposed Total	New Total
01 Alamance	*	0	115,000	115,000	115,000
D1 Albemarle	*	0	920,000	920,000	920,000
02 Alexander	*	0	115,000	115,000	115,000
04 Anson	*	0	115,000	115,000	115,000
D2 Appalachian	*	0	345,000	345,000	345,000
07 Beaufort	*	0	115,000	115,000	115,000
09 Bladen	*	0	115,000	115,000	115,000
10 Brunswick	*	0	115,000	115,000	115,000
11 Buncombe	*	0	115,000	115,000	115,000
12 Burke	*	0	115,000	115,000	115,000
13 Cabarrus	*	0	115,000	115,000	115,000
14 Caldwell	*	0	115,000	115,000	115,000
16 Carteret	*	0	115,000	115,000	115,000
17 Caswell	*	0	115,000	115,000	115,000
18 Catawba	*	0	115,000	115,000	115,000
19 Chatham	*	0	115,000	115,000	115,000
20 Cherokee	*	0	115,000	115,000	115,000
22 Clay	*	0	115,000	115,000	115,000
23 Cleveland	*	0	115,000	115,000	115,000
24 Columbus	*	0	115,000	115,000	115,000
25 Craven	*	0	115,000	115,000	115,000
26 Cumberland	*	0	115,000	115,000	115,000
28 Dare	*	0	115,000	115,000	115,000
29 Davidson	*	0	115,000	115,000	115,000
30 Davie	*	0	115,000	115,000	115,000
31 Duplin	*	0	115,000	115,000	115,000
32 Durham	*	0	115,000	115,000	115,000
33 Edgecombe	*	0	115,000	115,000	115,000
D7 Foothills	*	0	230,000	230,000	230,000
34 Forsyth	*	0	115,000	115,000	115,000
35 Franklin	*	0	115,000	115,000	115,000
36 Gaston	*	0	115,000	115,000	115,000
38 Graham	*	0	115,000	115,000	115,000

D3 Gran-Vance	* 0	230,000	230,000	230,000
40 Greene	* 0	115,000	115,000	115,000
41 Guilford	* 0	115,000	115,000	115,000
42 Halifax	* 0	115,000	115,000	115,000
43 Harnett	* 0	115,000	115,000	115,000
44 Haywood	* 0	115,000	115,000	115,000
45 Henderson	* 0	115,000	115,000	115,000
47 Hoke	* 0	115,000	115,000	115,000
48 Hyde	* 0	115,000	115,000	115,000
49 Iredell	* 0	115,000	115,000	115,000
50 Jackson	* 0	115,000	115,000	115,000
51 Johnston	* 0	115,000	115,000	115,000
52 Jones	* 0	115,000	115,000	115,000
53 Lee	* 0	115,000	115,000	115,000
54 Lenoir	* 0	115,000	115,000	115,000
55 Lincoln	* 0	115,000	115,000	115,000
56 Macon	* 0	115,000	115,000	115,000
57 Madison	* 0	115,000	115,000	115,000
D4 M-T-W	* 0	345,000	345,000	345,000
60 Mecklenburg	* 0	115,000	115,000	115,000
62 Montgomery	* 0	115,000	115,000	115,000
63 Moore	* 0	115,000	115,000	115,000
64 Nash	* 0	115,000	115,000	115,000
65 New Hanover	* 0	115,000	115,000	115,000
66 Northampton	* 0	115,000	115,000	115,000
67 Onslow	* 0	115,000	115,000	115,000
68 Orange	* 0	115,000	115,000	115,000
69 Pamlico	* 0	115,000	115,000	115,000
71 Pender	* 0	115,000	115,000	115,000
73 Person	* 0	115,000	115,000	115,000
74 Pitt	* 0	115,000	115,000	115,000
75 Polk	* 0	115,000	115,000	115,000
76 Randolph	* 0	115,000	115,000	115,000
77 Richmond	* 0	115,000	115,000	115,000
78 Robeson	* 0	115,000	115,000	115,000
79 Rockingham	* 0	115,000	115,000	115,000
80 Rowan	* 0	115,000	115,000	115,000
82 Sampson	* 0	115,000	115,000	115,000
83 Scotland	* 0	115,000	115,000	115,000
84 Stanly	* 0	115,000	115,000	115,000
85 Stokes	* 0	115,000	115,000	115,000

86 Surry	* 0	115,000	115,000	115,000
87 Swain	* 0	115,000	115,000	115,000
D6 Toe River	* 0	345,000	345,000	345,000
88 Transylvania	* 0	115,000	115,000	115,000
90 Union	* 0	115,000	115,000	115,000
92 Wake	* 0	115,000	115,000	115,000
93 Warren	* 0	115,000	115,000	115,000
96 Wayne	* 0	115,000	115,000	115,000
97 Wilkes	* 0	115,000	115,000	115,000
98 Wilson	* 0	115,000	115,000	115,000
99 Yadkin	* 0	115,000	115,000	115,000
Totals		11,500,000	11,500,000	11,500,000

Sign and Date - DPH Program Administrator Carol Tyson Acting Branch Head 8/3/21	Sign and Date - DPH Section Chief
Sign and Date - DPH Contracts Office Gremeko Stuart 8/5/2021	Sign and Date - DPH Budget Officer 08/05/2021

FY22 Activity: 361 School Health Center

Supplement 1

Supplement reason: ☒ In AA+BE or AA+BE Rev –OR– ☐ –

CFDA #: 93.323	Fed awd date: 4/8/21	Is award R&D? no	FAIN: NU50CK000530	Total amount of fed awd: $ 113539687

CFDA name: Epidemiology and Laboratory Capacity for Infectious Disease (EC)

Fed award project description: Epidemiology and Laboratory Capacity for Infetious Disease (ELC)

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Alamance	965194483	115,000	115,000
Albemarle	130537822	920,000	920,000
Alexander	030495105	115,000	115,000
Anson	847163029	115,000	115,000
Appalachian	780131541	345,000	345,000
Beaufort	091567776	115,000	115,000
Bladen	084171628	115,000	115,000
Brunswick	091571349	115,000	115,000
Buncombe	879203560	115,000	115,000
Burke	883321205	115,000	115,000
Cabarrus	143408289	115,000	115,000
Caldwell	948113402	115,000	115,000
Carteret	058735804	115,000	115,000
Caswell	077846053	115,000	115,000
Catawba	083677138	115,000	115,000
Chatham	131356607	115,000	115,000
Cherokee	130705072	115,000	115,000
Clay	145058231	115,000	115,000
Cleveland	879924850	115,000	115,000
Columbus	040040016	115,000	115,000
Craven	091564294	115,000	115,000
Cumberland	123914376	115,000	115,000
Dare	082358631	115,000	115,000
Davidson	077839744	115,000	115,000
Davie	076526651	115,000	115,000
Duplin	095124798	115,000	115,000
Durham	088564075	115,000	115,000
Edgecombe	093125375	115,000	115,000
Foothills	782359004	230,000	230,000
Forsyth	105316439	115,000	115,000
Franklin	084168632	115,000	115,000
Gaston	071062186	1115,000	115,000
Graham	020952383	115,000	115,000
Granville-Vance	063347626	230,000	230,000
Greene	091564591	115,000	115,000
Guilford	071563613	115,000	115,000
Halifax	014305957	115,000	115,000
Harnett	091565986	115,000	115,000
Haywood	070620232	115,000	115,000
Henderson	085021470	115,000	115,000
Hoke	091563643	115,000	115,000
Hyde	832526243	115,000	115,000
Iredell	074504507	115,000	115,000

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Jackson	019728518	115,000	115,000
Johnston	097599104	115,000	115,000
Jones	095116935	115,000	115,000
Lee	067439703	115,000	115,000
Lenoir	042789748	115,000	115,000
Lincoln	086869336	115,000	115,000
Macon	070626825	115,000	115,000
Madison	831052873	115,000	115,000
MTW	087204173	345,000	345,000
Mecklenburg	074498353	115,000	115,000
Montgomery	025384603	115,000	115,000
Moore	050988146	115,000	115,000
Nash	050425677	115,000	115,000
New Hanover	040029563	115,000	115,000
Northampton	097594477	115,000	115,000
Onslow	172663270	115,000	115,000
Orange	139209659	115,000	115,000
Pamlico	097600456	115,000	115,000
Pender	100955413	115,000	115,000
Person	091563718	115,000	115,000
Pitt	080889694	115,000	115,000
Polk	079067930	115,000	115,000
Randolph	027873132	115,000	115,000
Richmond	070621339	115,000	115,000
Robeson	082367871	115,000	115,000
Rockingham	077847143	115,000	115,000
Rowan	074494014	115,000	115,000
Sampson	825573975	115,000	115,000
Scotland	091564146	115,000	115,000
Stanly	131060829	115,000	115,000
Stokes	085442705	115,000	115,000
Surry	077821858	115,000	115,000
Swain	146437553	115,000	115,000
Toe River	113345201	345,000	345,000
Transylvania	030494215	115,000	115,000
Union	079051637	115,000	115,000
Wake	019625961	115,000	115,000
Warren	030239953	115,000	115,000
Wayne	040036170	115,000	115,000
Wilkes	067439950	115,000	115,000
Wilson	075585695	115,000	115,000
Yadkin	089910624	115,000	115,000

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget for the Emergency Management FY21 Tier II Grant for Disaster Preparedness, accepted by the BOC on 04/19/21.

Prepared by: Lisa Bevis
Date: 08/13/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
2021 Tier II Grant Revenue	R	1144330-434000-43346	1,000	
2021 Tier II Grant Expenditures	E	1154330-585074-43346	1,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 02-305
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/16/21		Date:	Posted by:
Signature: J. Howder		Signature:	Approved by:

DocuSign Envelope ID: 72DC26B9-9854-4BF2-8015-686F60AAA38D

North Carolina Department of Public Safety
Emergency Management
Roy Cooper, Governor
Erik A. Hooks, Secretary
Michael A. Sprayberry, Executive Director

NC Tier II Grant
Fiscal Year 2021

Grant#: T2-2021

SUBAWARD NOTIFICATION

TJ Brown
Rowan County
2727 Old Concord Rd.
Salisbury , NC 28146-6319

Period of Performance: January 1, 2021 **to** February 28, 2022
Project Title: FY21 Tier II Noncompetitive
Total Amount of Award: $1,000.00
MOA #: 2170059

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2021 NC Tier II Grant has been approved for funding. In accordance with the provisions of FY 2021 NC Tier II Noncompetitive award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.
For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity employer

DocuSign Envelope ID: 72DC26B9-9854-4BF2-8015-686F60AAA38D

North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

NC Tier II Noncompetitive Grant
Fiscal Year 2021

Memorandum of Agreement (MOA)

between

Grantor:
State of North Carolina
Department of Public Safety
Emergency Management

MOA #: 2170059
DPS fund code:

Recipient:
Rowan County
Tax ID/EIN #: 566000336-A
Duns #: 074494014

Award amount: $1,000.00
Period of performance: January 1, 2021 to February 28, 2022

1. **Purpose**
   This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. See Attachment 1: Allowable Expenditures.

2. **Authority**
   In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.

3. **Compensation**
   The Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the Recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than March 31, 2022. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management.

4. **Conditions**
   The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S.§ 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

   A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)

   B. Support regional LEPC meetings and collaboration

   C. Enhance LEPC outreach efforts or produce promotional materials

   D. Host or support local and regional LEPC conferences

E. Create or update hazardous material emergency response plans

F. Support local or regional hazardous materials response exercises

G. Support purchases of equipment necessary to support the LEPC and its mission

Purchases of equipment must be pre-approved in writing by the NCEM Hazardous Materials Group

H. Under no circumstances are the following items eligible for funding under this grant:
- Salaries or benefits for any employee
- Drone aircraft or unmanned aerial vehicles
- Support for programs not focused on hazardous materials preparedness

5. **Regulation**
The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this payment, the Recipient agrees to use these funds in a manner consistent with state and federal laws and regulations.

6. **Taxes**
Recipient shall be responsible for all taxes.

7. **Warranty**
As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. **Points of contact**
To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be Assistant State Hazardous Materials Manager, Grants Management Branch staff, and NCEM Field Branch staff. The Recipient's point of contact shall be the person designated by the Recipient.

9. **Public record access**
This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

10. **Situs**
This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

11. **Antitrust laws**
This Agreement is entered into in compliance with all State and Federal antitrust laws.

12. **Other provisions/severability**
Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term

of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

13. **Compliance**
Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

14. **Entire agreement**
This agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

15. **Modification**
This agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.

16. **Termination**
The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2022. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Hazardous Materials Group and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable Grant Adjustment Notice. Failure to provide applicable cost reports, proof of payment and/or a deobligation request letter by March 31, 2022 will result in an automatic deobligation of grant funds.

17. **Execution and effective date**
This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2021. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

18. **Certification of eligibility - Under the Iran Divestment Act**
Pursuant to N.C.G.S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran

B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List

C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

DocuSign Envelope ID: 72DC26B9-9854-4BF2-8015-686F60AAA38D

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2021.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

Michael A. Sprayberry

MICHAEL A. SPRAYBERRY, EXECUTIVE DIRECTOR & DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY

APPROVED AS TO PROCEDURES

William Polk

WILLIAM POLK, DEPUTY GENERAL COUNSEL REVIEWED FOR THE DEPARTMENT OF PUBLIC SAFETY, BY WILLIAM POLK, DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE PURPOSES OF THE NORTH CAROLINA TIER II GRANT PROGRAM

TARA WILLIAMS-BROWN,
CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

ROWAN COUNTY
2727 OLD CONCORD RD.
SALISBURY , NC 28146-6319

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2021 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs EXCEPT FOR THE TIER II GRANT.

DocuSign Envelope ID: 72DC26B9-9854-4BF2-8015-686F60AAA38D

Attachment 1

DocuSign Envelope ID: 72DC26B9-9854-4BF2-8015-686F60AAA38D

North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

FY2021 Tier II Grants: Allowable Expenditures

Tier II grants that are awarded may provide Local Emergency Planning Committees (LEPCs) the funding options to expand the scope of their hazardous materials emergency preparedness programs. Expansion through response planning, training and related exercises are allowed, and may include fixed facility planning. LEPC(s) that applied for competitive and/or noncompetitive Tier II grants and that were selected/approved for an award were each awarded grant funds from the hazardous materials facility fees collected during the Tier II reporting period. The grant funds are to be used for hazardous materials emergency response planning, training and related exercises, with some conditions and limitations.

The funds awarded under this grant are only allowed for use by your county LEPC or regional LEPC and must fall under one or more of the following categories:

- Supporting costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
- Supporting regional LEPC meetings and collaboration
- Enhancing LEPC outreach efforts or produce promotional materials
- Hosting or supporting local and regional LEPC conferences
- Creating or updating hazardous material emergency response plans
- Supporting local or regional hazardous materials response exercises
- Supporting purchases of equipment necessary to support the LEPC
- Supporting hazardous material risk assessments currently being conducted by North Carolina Emergency Management
- Subscription- HazMat related website, (e.g. MSDS online, Chemtrac) for approved list of eligible subscriptions contact NCEM Hazmat prior to purchase of subscription at hazmat@ncdps.gov

All equipment purchases must have prior written approval.

Allowable expenditures are in accordance with the provisions of N.C.G.S. §166A-29.1.

Tier II grants may not be used for salaries or benefits for any employee, drone aircraft or unmanned aerial vehicles, items intended as gifts, or support for programs not focused on hazardous materials preparedness.

LEPCs have until December 31, 2021 to spend these funds. All requests for reimbursement must include a cost report, invoices, proof of payment, and an AAR and/or revised plans if applicable to their approved project. Reimbursement requests must be submitted to NCEM Grants Branch no later than February 28, 2022. For questions regarding the grant contact: NCEM Grants Branch at NCEMgrants1@ncdps.gov

MAILING ADDRESS:
4236 Mail Service Center
Raleigh NC 27699-4236
www.ncdps.gov
www.readync.org

OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity Employer

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget the FY20 Homeland Security Grant Program awarded to Rowan County for the project entitiled: Exercise-Lost at the Lake. This award was approved by the BOC on 10/19/20.

Prepared by: Lisa Bevis
Date: 08/13/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
FY20 HSGP-Lost at the Lake	R	1144330-434085-43344	35,000	
FY20 HSGP-Lost at the Lake	E	1154330-585000-43344	35,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 22-306
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/16/21		Date:	Posted by:
Signature: J. Howden		Signature:	Approved by:

North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020
AL #: 97.067
Grant#: EMW-2020-SS-00023

SUBAWARD NOTIFICATION

Bradley Dean
Rowan County
2727 Old Concord Rd.
Salisbury , NC 28146-6319

Period of Performance: September 1, 2020 **to** August 31, 2022
Project Title: Exercise - Lost at the Lake
Total Amount of Award: $35,000.00
MOA #: 2041011

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2020 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.
For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity employer

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget the FY20 Hazardous Material Emergency Preparedness Grant awarded to Rowan County for a HMEP project. This award was approved by the BOC on 10/19/20.

Prepared by: Lisa Bevis
Date: 08/13/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
FY20 HMEP	R	1144330-434085-43345	9,600	
FY20 HMEP	E	1154330-585000-43345	9,600	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 22-308
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/16/21		Date:	Posted by:
Signature: J. Howden		Signature:	Approved by:

DocuSign Envelope ID: 0B4DD395-B70E-4F4F-92FB-390B04725BBC

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

Hazardous Material Emergency Preparedness Grant Program (HMEP)

Fiscal Year 2020
AL #: 20.703
Grant#: 693JK31940033HMEP

SUBAWARD NOTIFICATION

TJ Brown
Rowan County
2727 Old Concord Rd.
Salisbury , NC 28146-6319

Period of Performance: October 1, 2020 **to** September 30, 2021
Project Title: HMEP Enhanced Hazardous Chemical Facility Pla
Total Amount of Award: $9,600.00
MOA #: 2060015

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Hazardous Material Emergency Preparedness Grant Program (HMEP) has been approved for funding. In accordance with the provisions of FY 2020 HMEP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.
For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity employer

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget the FY19 Homeland Security Grant awarded to Rowan County. This grant was accepted by the BOC on October 21, 2019.

Prepared by: Lisa Bevis
Date: 08/13/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
2019 Homeland Security Grant	R	1144330-434085-43340	29,217	
2019 Homeland Security Grant Exp	E	1154330-585000-43340	29,217	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 09-309
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/16/21		Date:	Posted by:
Signature: J. Howeler		Signature:	Approved by:

DocuSign Envelope ID: 06D612B4-4D87-4142-B0AC-6E4E21A50DD3

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)
Fiscal Year 2019
CFDA#: 97.067
Grant#: EMW-2019-SS-00057

SUBAWARD NOTIFICATION

Bradley Dean
Rowan County
2727 Old Concord Rd.
Salisbury , NC 28146-6319

Period of Performance: September 1, 2019 to February 28, 2022
Project Title: KRASH-M (Kannapolis, Rowan, and Salisbury Ha
Total Amount of Award: $29,217.00
MOA #: 1904-20

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2019 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of Funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity employer

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program
(HSGP)

Fiscal Year 2019

CFDA #: 97.067
Grant #: EMW-2019-SS-00057

Memorandum of Agreement (MOA)

between

Recipient:
State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:
Rowan County
Tax ID/EIN #: 566000336-A
Duns #: 074494014

MOA #: 1904-20
Period of performance:
September 1, 2019 to February 28, 2022
DPS fund code: 1502-7A12-3H19

Award amount: $29,217.00

1. **Purpose**
The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. **Program Authorization and Regulations**
This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001;(4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2019 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. **Projects managed by the Recipient (State) on behalf of Subrecipient (Only)**
☐ By checking this Box I request that the Recipient retain funds effective September 1, 2019. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of $29,217.00 awarded through the FY 2019 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL: RECOGNIZE FUNDS FROM 2018 JUSTICE ASSISTANCE GRANT AND BUDGET TO CORRECT EXPENSE ACCOUNTS TO ALLOW FOR APPROVED PURCHASES.

Prepared by: Major J C Sifford

Date: 8/23/2021

Reviewed:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
JUSTICE AST. REIMBURSEMENT GRANT	R	1154417-431018	14,778	
C/A- EQUIPMENT	E	1154417-575000	11,800	
F/A- OTHER	E	1154417-576900	1,200	
OTHER SMALL EQUIPMENT	E	1154417-567095	1,778	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓	Approved:	Budget Revision # 22-434
Disapproved:	Disapproved:	Date Posted:
Amended:	Amended:	Group Number:
Date:	Date:	Posted by:
Signature: Kristi L. Hunter	Signature:	Approved by:

JMH

ROWAN COUNTY SHERIFF'S OFFICE
KEVIN L. AUTEN, SHERIFF

232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144
TELEPHONE: 704-216-8700 FAX: 704-216-8674

MEMORANDUM

TO: Aaron Church, County Manager
FROM: Sheriff Kevin Auten
REF: FY2018 Local Justice Assistance Grant
DATE: August 15, 2018

The Rowan County Sheriff's Office has been notified that it is eligible to receive $14,778 in funds through the Edward Byrne Memorial Justice Assistance Grant. This grant is a yearly grant from the Department of Justice. The grant amount is determined by a formula based on Part I violent crimes as reported to the FBI's Uniform Crime Reports.

As in the past number of years, the Rowan County Sheriff's Office was designated to be a disparate jurisdiction with the Salisbury City Police Department because Rowan County bears more than 50 percent of the costs of prosecution or incarceration that arises for the Part I crimes that have occurred in Salisbury's jurisdiction. Since the Salisbury Police Department is designated to receive $25,736, which is more than one and one-half times more than the Sheriff's Office amount, we have been designated as disparate.

The Rowan County Sheriff's Office proposes to use the funds to purchase the following items:

1.) A Trained Dual Purpose K-9, which includes the dog, an intensive four week handler school, lodging for the new handler, and the K-9 Certification to National Standards, course materials, in-service training, and annual recertification for the life and ownership of the dog. The dual purpose K-9 would be certified in crowd control, tracking, evidence search, and narcotics search for a cost of $11,800.
2.) A K-9 Deployment device with a heat alarm including a pager. This device is a unit worn on the handler's belt while working that allows him to hit a button that will lower his vehicle's window, and allow the K-9 to respond to the handler's aid quickly in the event of a dangerous situation in which the K-9's assistance is needed quickly. This device also includes a heat alarm that will go off if the handler's vehicle reaches a preset temperature, providing protection for the K-9 from heat related harm. The cost of the this unit is $1,200.
3.) K-9 Equipment for use during the training and deployment of the dog: Nylon dog collar, Duty harness, 30' Tracking Lead, K-9 Patrol Kit, Pet Mate Wire Kennel, Buddy Bowel water dish, RAM Agitation muzzle, Hidden bite sleeve, Bite bar sleeve, and leather agitation lead for a cost of $1,478.

This memorandum is to request that this matter be placed on the consent agenda for approval, so that Salisbury Police Department can prepare a Memorandum of Understanding which will be submitted, as required to receive the grant, to the Bureau of Justice Assistance.

cc: Chief Deputy David Ramsey
Captain J. C. Sifford
Captain S. A. Towne
Captain T. L. Wyrick
Leslie Heidrick, Finance Director
file

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To reduce Soil & Water's FY22 Outdoor Educational Learning Grant budget to actual available.

Prepared by: Lisa Bevis
Date: 08/24/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Outdoor Ed Learning Grant	R	1145010-433101-31000		2,206
Outdoor Ed Learning Grant	E	1155010-585000-31000		2,206

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 22-581
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/25/2021		Date:	Posted by:
Signature: J. Howden		Signature:	Approved by:

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | Detail | Months | Se

Account

Fund	1010 ...	GEN FD	Acct	1010-48-4855-5010-0000-0000-000-4-433101-31000	
Org	1145010 ...	S&W REV	Acct name	GRANT OUTDOOR ED LRNG CNTR	Account
Object	433101 ...	GRTSPRVT	Type	Revenue	Status Active
Project	31000 ...	OUTDOOR ED LEARNIN(	Rollup	...	
			Sub-Rollup	...	

MultiYr Fund

4 YEAR COMPARISON | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2021/13	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2022
Original Budget	.00	.00	.00	-2,500.00
Transfers In	-2,500.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-2,500.00	.00	.00	-2,500.00
Actual (Memo)	.00	.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	-2,500.00	.00	.00	-2,500.00
Percent used	.00	.00	.00	.00

« < 2 of 7 > »

Display detail information for current account.

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | Detail | Months | Se

Account

Fund	1010 ...	GEN FD	Acct	1010-48-4855-5010-0000-0000-000-5-585000-31000	
Org	1155010 ...	S&W EXP	Acct name	GRANT EXP-OUTDOOR ED LRN CNTR	Account
Object	585000 ...	GRANT EXP	Type	Expense	Status Active
Project	31000 ...	OUTDOOR ED LEARNIN(	Rollup	...	
			Sub-Rollup	...	

MultiYr Fund

4 YEAR COMPARISON | GAAP W/CARRY FORWARD | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2021/13	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2022
Original Budget	.00	.00	.00	2,500.00
Transfers In	2,500.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	2,500.00	.00	.00	2,500.00
Actual (Memo)	2,205.80	.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	294.20	.00	.00	2,500.00
Percent used	88.23	.00	.00	.00

« < 29 of 29 > »

Display detail information for current account.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget the EMPG-S Disaster Relief Grant awarded by the NCDPS. Rowan County is responsible for a 50% match.

Prepared by: Lisa Bevis
Date: 08/24/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
NCEMPG-S Disaster Relief Reimb	R	1144330-431300-20006	11,221	
Fund Balance Restricted	R	1144330-495010	6,348	
NCEMPG-S Disaster Relief Exp	E	1154330-582025-20006	17,569	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 03-582
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/25/2021		Date:	Posted by:
Signature: J Howder		Signature:	Approved by:



Rowan County
G/L ACCOUNT DETAIL

Org: 1154330 Object: 582025 Project: 20006
DISASTER RELIEF 1010-42-4242-4330-4330-0000-000-5-582025-20006

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2021	08	430	02/16/2021	API	1	21000517	3712	1,199.00	Y	67639202192021		APPLE COMPUTER IN	Apple- Ma
2021	07	199	01/04/2021	API	1		3453	274.96	Y	0		AMAZON.COM	TXN000998

Total Amount: 1,473.96

** END OF REPORT - Generated by Lisa F Bevis **

0.00 *

Award 12,695.45 +
Match 6,347.72 +

002 19,043.17 ◇

Exp 003 1,473.96 -

Bal 17,569.21 *

Report generated: 08/24/2021 13:35
User: BevisLF
Program ID: glactinq

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Emergency Management Performance Grant - Supplemental (EMPG-S)

Fiscal Year 2020

CFDA #: 97.042
Grant #: EMA-2020-EP-00016

Memorandum of Agreement (MOA)

between

Recipient:
State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:
Rowan County
Tax ID/EIN #: 566000336-A
Duns #: 074494014

MOA #: 2025080
Period of performance:
January 27, 2020 to January 26, 2022
DPS fund code: 1500-801C-3HC0

Award amount: $12,695.45

1. **Purpose**
The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) EMPG COVID-19 Supplemental (EMPG-S) Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), may provide EMPG-S funding to the Subrecipient to fund projects related to public health and emergency management activities supporting the prevention of, preparation for, and response to the Coronavirus Disease 2019 (COVID19) public health emergency. For a more detailed description of the approved Scope of Work please see Attachment 1.

2. **Program Authorization and Regulations**
This Agreement is authorized under the provisions of (1) Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. No. 116-136, Div. B); (2) Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKMRA), as amended, (Pub. L. No 109-295) (6 U.S.C. § 762); (3) Title VI of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); (4) the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and (5) the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.). (6) the FY 2020 EMPG-S Notice of Funding Opportunity Announcement (NOFO) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§143C-6-22 -23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. **Compensation**
Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall

be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

4. **Funding Eligibility Criteria**

Federal funds administered through the State are available to local governments to assist in the cost of activities to support planning and operational readiness for COVID-19 preparedness and response; development of tools and strategies for prevention, preparedness, and response; and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- Complete any procurement and expenditures no later than January 26, 2022.
- Provide quarterly progress reports into WebEOC for NCEM Grants Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- Match Requirement: FY 2020 EMPG-S funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG-S cannot be matched to any other federal grants. The Subrecipient will identify to the Recipient the match source on their application for EMPG-S funds. Recipients of EMPG_S funding can review the FY 2020 EMPG-S program Notice Of Funding Opportunity(NOFO for additional guidance. The program guidance is available at http://www.fema.gov/government/grant/index.shtm. Contact your NC Emergency Management Area Coordinator for assistance.
- Upload all activity deliverables into WebEOC for review and approval for Optional activities.
- The county must have a full-time or part-time (at least 50%) Emergency Management Program Director.

B. File Retention:

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each EMPG-S grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:

- Subrecipient Resolution/ordinance establishing Subrecipient as a State, Local, or Non-Profit agency
- Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- Completed appropriate report forms with specifications, solicitations, competitive bids, quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment, all expenditure backup documentation, cost/price analyses on file for review by Federal and State personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded.
- Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To increase Cooperative Extension's Contracted Services to cover Rowan County's portion of the MOA and employment of Cody Craddick at NC A&T.

Prepared by: Lisa Bevis
Date: 08/24/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Restricted	R	1144955-495010	29,029	
Contracted Services	E	1154950-533001	29,029	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 22-583
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/25/21		Date:	Posted by:
Signature: J Howden		Signature:	Approved by:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2021 for Emergency Services. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis
Date: 08/24/21

BUDGET INFORMATION: Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated FB - Restricted	R	1144330-495010	24,571	
E.M. Grant Expenditures	E	1154330-585000	24,571	
Appropriated FB - Restricted	R	1144332-495010	143	
Donation Expenditures	E	1154332-583041	143	
Appropriated FB - Restricted	R	1144371-495010	211	
Donation Expenditures	E	1154371-583001	211	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # 22-584
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 8/25/2021		Date: _____	Posted by: _____
Signature: J. Howde		Signature:	Approved by: _____

ROWAN COUNTY
EMERGENCY SERVICES - RESERVES
For Fiscal Year Ended June 30, 2021

Area of Reserve	Beginning Balance	Revenues	Account Numbers	Expenditures	Ending Balance	
E.M. Performance Grant	$ 5,817.77	$ 53,752.80	1144330-434073; 1154330-585000	$ (35,000.00)	$ 24,570.57	
2018 Homeland Security Grant	-	-	1144330-434085-43337; 1154330-585000-43337	-	-	Waiting for $909.69 from State to be deposited in A/R
2019 Tier II Grant	-	-	1144330-434000-43338; 1154330-585074-43338	-	-	
2019 Tier II Competitive Grant	-	-	1144330-434000-43339; 1154330-585074-43339	-	-	
2019 Homeland Security Grant	-	-	1144330-434085-43340; 1154330-585000-43340	-	-	Separate BA
2020 LEPC Grant	-	-	1144330-434000-43342; 1154330-585074-43342	-	-	
2020 Tier II Grant	-	892.33	1144330-434000-43341; 1154330-585074-43341	(892.33)	-	
2021 Tier II Grant	-	-	1144330-434000-43346; 1154330-585074-43346	-	-	Separate BA
2020 Homeland Security Grant	-	-	1144330-434085-43343; 1154330-585000-43343	-	-	In Original Budget at $60,000
2020 HSGP Lost at the Lake	-	-	1144330-434085-43344; 1154330-585000-43344	-	-	Separate BA
2020 HMEP Haz Chemical Facility	-	-	1144330-434085-43345; 1154330-585000-43345	-	-	Separate BA
NCEMPG Disaster Relief	-	-	1144330-431300-20006; 1154330-582025-20006	1,473.96	1,473.96	A/R; Separate BA
Misc Donations	2.06	-	1144330-464900; 1154330-583041	-	2.06	
Private Contributions	142.99	-	1144332-464000; 1154332-583041	-	142.99	
Misc Donations	210.73	-	1144371-464900;1154371-583001	-	210.73	
	$ 6,173.55	$ 54,645.13		$ (34,418.37)	$ 26,400.31	

Note: Beginning in FY 2019, miscellaneous donations in Division 4330 are budgeted in 583041.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: ES/FINANCE

EXPLANATION IN DETAIL: Requesting the use of ARPA funds for PPE, cleaning supplies equipment for CCP program, temporary housing.

Prepared by: JHOWDEN
Date: 8/27/2021

BUDGET INFORMATION:

			486,000	-
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DISASTER REIMBURSEMENT	R	7344119-431300	243,000	
C/A VEHICLES / EQUIPMENT	E	7354119-575035	60,000	
VEHICLE SUPPLIES	E	7354119-561085	38,000	
OTHER SMALL EQUIP (CCP PROGRAM)	E	7354119-561095	30,000	
OTHER PUBLIC SERVICES (TEMP HOUSING)	E	7354119-582025	15,000	
DISASTER EXPENDURES (MISTING SUPPLIES)	E	7354119-582025	10,000	
DISASTER EXPENDURES (PPE)	E	7354119-582025	40,000	
CLEANING SUPPLIES	E	7354119-561030	50,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: ✓		Approved:	Period - Journal #	
Disapproved:		Disapproved:	Keyed By:	JMH
Amended:		Amended:	Date Keyed:	
Date: 8/27/21		Date:	Posted By:	
Signature: J.Howden		Signature:	Date Posted:	

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144

704.216.8170

www.rowancountync.gov

James M. Howden, CPA | Finance Director

Board of Commissioners

Please see attached budget amendment to allow the use of ARPA funds to cover the purchase of PPE, COVID misting supplies, cleaning supplies, vehicle equipment and electronic equipment for Emergency Services Community Paramedic Program and temporary housing as needed during the pandemic.

Recommendation:

The Finance Department and Emergency Services is recommending the Board of Commissioners approve the budget amendment allowing the use of ARPA funds for the fore mentioned purposes.

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:	August 30, 2021
SUBJECT:	Consider Approval of Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
September Board Appointments	8/30/2021	Cover Memo

MONTHLY BOARD APPOINTMENTS
SEPTEMBER 7, 2021
COMMISSION MEETING

CENTRALINA WORKFORCE DEVELOPMENT BOARD

David Hollars with the Centralina Workforce Development Board recommended that Desiree Dunston be appointed to replace a previous member, whose term was set to expire on June 30, 2022. If approved, Ms. Dunston would continue representation from the Health Care sector and she would be eligible for reappointment for a two-year term beginning on July 1, 2022.

JUVENILE CRIME PREVENTION COUNCIL

Carl Dangerfield applied to fill the vacant seat for a member of the Business Community. The term would expire June 30, 2022.

LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

- Josh Bergeron, Salisbury Post Editor, applied to fill a vacant Media seat.
- Alyssa Harris, Rowan County Health Director, applied to fill a vacant seat for Environmental/Health/Transportation.
- Michael Hedrick with the North Carolina Department of Transportation, applied to fill another vacant seat for Environmental/Health/Transportation.

The LEPC has approved and recommends these appointments. There are no term ending dates for the members of this Committee.

ROWAN COUNTY PLANNING BOARD

Greg Hannold's first term on the Planning Board will expire on September 30, 2021 and he has applied for reappointment.

An application was also received from Joseph Strickland; however, there are no other vacancies at this time.

The selected applicant's term would be for three (3) years and expire September 30, 2024.

Barger, Carolyn M

From:	David Hollars <DHollars@centralina.org>
Sent:	Monday, August 9, 2021 8:42 AM
To:	Barger, Carolyn M
Cc:	Dunston, Desiree; Reinaldo Panico Peres
Subject:	Nomination for replacement on Centralina Workforce Development Board
Attachments:	Desiree Dunston - Centralina WDB Membership Application form - 08-06-2021 - Rowan.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.

Dear Carolyn,

Good morning.

Current Centralina Workforce Development Board (WDB) member Lewis Goldsmith is no longer with Novant Health-Rowan and informed us that he will not be able to continue to represent Rowan County on the Board.

To continue representation from the Health Care sector and Rowan County, **Desiree Dunston**, Senior Director of Professional and Support Services with Novant Health-Rowan Medical Center, has been recommended by the Rowan Chamber of Commerce to replace Lewis Goldsmith on the Board and complete his term which ends on June 30, 2022. Ms. Dunston application to serve on the Centralina WDB is attached. If appointed, she would be eligible for reappointment for a two-year term beginning on July 1, 2022.

We ask that the recommendation to have Desiree Dunston to replace Lewis Goldsmith as one of the Rowan County representatives on the Centralina WDB be brought before the Rowan County Commissioners for approval.

Please contact me if you have questions or need additional information. Also, keep me informed on what happens with this matter.

As always, thank you for your assistance and for the county's support of our workforce development efforts for the region.

Take care,

David

David L. Hollars
Executive Director – Centralina Workforce Development Board

Desiree Dunston

Rowan County | Generated 8/25/2021 @ 5:04 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Desiree Dunston
Application Date	8/25/2021
Expiration Date	8/25/2023
Board Member	**Desiree Dunston**
Status	Validated

Board	Vacancies	Status
Centralina Workforce Development Board	0	BoC Meeting

Basic Information

Name
Desiree Dunston

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
I am qualified for this appointment because of the 25+ years of leadership and mentoring of individuals through out my career. I believe that providing tools and resources to make individuals independent and successful is the best way to improve the health and wealth of the communities we serve. I've learned that until we impact social determinants of health by assisting with employment, education, housing, food insecurities and individual security is the only way to provide healthy and thriving communities. I believe I can make a difference and support the mission, vision and values of the Centralina Workforce Development Board.

Have you ever been convicted of a felony?
No

County of Residence
Davidson

Contact Information

Address
188 Laurel Ridge Lane
Lexington, NC 27295

Resident
Yes

Phone
919-805-0941

Email
ddunston@novanthealth.org

Occupation

Employer
Novant Health Rowan Medical Center

Occupation
Healthcare

Gender

What is your gender?

- Female

CENTRALINA
Workforce Development
Board

Membership Application

First Name: Desiree

Last Name: Dunston

Title: Sr. Director of Professional and Support Services

E-Mail: ddunston@novanthealth.org

Company Name: Novant Health Rowan Medical Center

Address: 612 Mocksville Ave

City: Salisbury **State:** NC **ZIP:** 28144

Business Phone: 704-210-6640 **Preferred Contact:** 919-805-0941

Home Address: 188 Laurel Ridge Lane Lexington, NC 27295

Home Phone: 919-805-0941 **Cell Phone:** 919-805-0941

Home E-Mail: ddunstomba@gmail.com, ddunston@novanthealth.org (preferred)

Centralina Workforce Development Board 9815 David Taylor Drive Suite 100 Charlotte, NC 28262
Phone: (704) 348-2717 FAX: (704) 899-5624 E-Mail: dhollars@centralina.org Website: www.centralinaworks.com

Please list current job responsibilities, also list any affiliations and offices held with other associations and organizations:

Responsible for hospital operations. I have oversight over 18 hospital departments and responsible for budgeting, human experience, patient safety, facility projects, strategic planning etc..
Offices held:
Brunswick County Chamber of Commerce (2017-2020)- Associate Chair
Healthy Rowan-Executive Board Member
United Way-Board Member

What do you think are the critical workforce issues for our region?

Lack of job opportunities
Training and Education
Illicit drug use
Mental health resources
Violent Crimes

What would you bring to the Centralina Workforce Development Board? (talent, experience, resources, knowledge, networks, passion?)

1. I would bring my passion for making sure everyone has an opportunity to provide for their themselves and their families.
2. Out of the box ideas on how to make Rowan County a competitive choice for people who may want to relocate to our area.
3. Over 25 years of leadership experience in strategic planning, setting goals and motivating teams.

What value do you hope to get out of your participation on the Centralina WDB?

Provide economic independence and stability to the underserved populations.
Provide a vigorous pipeline for training and employment opportunities.
Develop a training and resource road map to support the business and employers in our communities
Partner with community-based agencies to support individuals who want to do better but don't have the safety net of services to help them become successful.

I formally request that consideration be given my nomination for appointment to the Centralina Workforce Development Board.

Delwree Dunston
Signature

8/3/21
Date

Centralina Workforce Development Board 9815 David Taylor Drive Suite 100 Charlotte, NC 28262
Phone: (704) 348-2717 FAX: (704) 899-5624 E-Mail: dhollars@centralina.org Website: www.centralinaworks.com

Mr Carl Chester Dangerfield, Jr

Rowan County | Generated 8/3/2021 @ 8:34 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr Carl Chester Dangerfield, Jr
Application Date	8/2/2021
Expiration Date	8/2/2023
Board Member	Carl Chester Dangerfield, Jr
Status	Validated

Board (Rank)	Vacancies	Status
Juvenile Crime Prevention Council (1)	9	Pending
Rowan Economic Development Council (2)	5	Pending

Basic Information

Name
Mr Carl Chester Dangerfield, Jr

Business/Civic Experience and why you feel you are qualified for this appointment:
I served the city of Salisbury Police Department and Rowan County sheriffs office, until I retired in April 2018. I have since opened and operate a private investigation firm, which currently employs 8 employees. I spent many years investigating and assisting juveniles, which I was able to defer prosecution on many, But had to make prosecution request on several that was necessary. As a business owner in the community I have personal Interest in my community as a business owner, but also as a resident. I want to contribute all that I have to this community in ways that I feel I can.I want to contribute all that I have to this community in ways that I feel I can.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
208 Travis Lane
Salisbury, NC 28146

Resident
Yes

Phone
7046394925

Cell Phone
7046384925

Email
carl@ravenrockinvestigations.com

Occupation

Employer
Raven Rock Investigations

Occupation
President/Private Investigator

Gender

What is your gender?

- Male

Josh Bergeron

Rowan County | Generated 8/16/2021 @ 11:54 am by OnBoard2 - Powered by ClerkBase

Status

Name	Josh Bergeron
Application Date	8/16/2021
Expiration Date	8/16/2023
Board Member	**Josh Bergeron**
Status	Validated

Board	Vacancies	Status
Local Emergency Planning Committee	7	Pending

Basic Information

Name
Josh Bergeron

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
As editor of the Salisbury Post, I lead an organization that has a critical role is dissemenating information during emergencies and in the event of training exercises. The critical role the newspaper and its website plays in emergency situations has been clear during the COVID-19 pandemic, when the general public relied on news media such as the Salisbury Post to find out about how to get tests, where to receive a vaccination and provide logistical information for locally planned events.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
831 Poplar Street, Apt 19
Salisbury, NC 28144

Resident
Yes

Phone
601-334-3388

Email
josh.bergeron@salisburypost.com

Occupation

Employer
Salisbury Post

Occupation
Editor

Gender

What is your gender?

- Male

Alyssa Harris

Rowan County | Generated 8/16/2021 @ 9:09 am by OnBoard2 - Powered by ClerkBase

Status

Name	Alyssa Harris
Application Date	8/10/2021
Expiration Date	8/10/2023
Board Member	**Alyssa Harris**
Status	Validated

Board	Vacancies	Status
Local Emergency Planning Committee	7	Pending

Basic Information

Name
Alyssa Harris

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
I strongly feel that having the health department represented at the LEPC will allow for RCPH to have better coordination across emergency response.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1160 Ellerwood Drive
Salisbury, NC 28146

Resident
Yes

Phone
704-216-8871

Email
alyssa.harris@rowancountync.gov

Occupation

Employer
Rowan County Government

Occupation
Health Director

Gender

What is your gender?

- Female

Michael W. Hedrick

Rowan County | Generated 7/27/2021 @ 9:15 am by OnBoard2 - Powered by ClerkBase

Status

Name	Michael W. Hedrick
Application Date	7/27/2021
Expiration Date	7/27/2023
Board Member	**Michael W. Hedrick**
Status	Validated

Board	Vacancies	Status
Local Emergency Planning Committee	5	Pending

Basic Information

Name
Michael W. Hedrick

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
See Resume

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Paper Application
View / Download

Contact Information

Address
375 Hidden Hut Rd
Salisbury, NC 28147

Resident
Yes

Phone
704-796-3303

Email
mwhedrick1@ncdot.gov

Occupation

Employer
NCDOT

Occupation
Engineer

Gender

What is your gender?

- Male

Gregory Mark Hannold

Rowan County | Generated 8/26/2021 @ 9:41 am by OnBoard2 - Powered by ClerkBase

Status

Name	Gregory Mark Hannold
Application Date	8/26/2021
Expiration Date	8/26/2023
Board Member	Gregory Hannold
Status	Validated

Board	Vacancies	Status
Rowan County Planning Board	0	BoC Meeting

Basic Information

Name
Gregory Mark Hannold

Business/Civic Experience and why you feel you are qualified for this appointment:
Previous Planning board experience

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
480 EPPERSON RD
SALISBURY, NC 28147-9445

Resident
Yes

Phone
7042022917

Email
gregory.hannold@rowancountync.gov

Occupation

Employer
Rowan County Sheriffs Office

Occupation
Captain

Gender

What is your gender?

- Male

Joseph Strickland

Rowan County | Generated 8/25/2021 @ 9:45 am by OnBoard2 - Powered by ClerkBase

Status

Name	Joseph Strickland
Application Date	8/25/2021
Expiration Date	8/25/2023
Board Member	Joseph Strickland
Status	Validated

Board	Vacancies	Status
Rowan County Planning Board	0	Pending

Basic Information

Name
Joseph Strickland

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
I have been involved in the real estate development as Owner/GC & employee for twenty plus years and have completed several commercial developments in Rowan County. I also developed & owned twenty plus multi-family apartments in the Landis/China Grove area back in the mid 2000s. I have a lot of experience working with local government agencies and understand how the process work. I think with my experience and knowledge that makes me a candidate for the planning board.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
185 Murray Drive
Salisbury NC, NC 28146

Resident
Yes

Phone
7042247364

Email
premierbuildersjs@yahoo.com

Occupation

Employer
Teramore Development

Occupation
Director of Operations

Gender

What is your gender?

- Male

A Joseph Strickland

185 Murray drive, Salisbury, NC 28146
704.224.7364

jstrickland@teramore.net
premierbuildersjs@yahoo.com

DEVELOPMENT & GENERAL CONTRACTING / PRESIDENT OPERATIONS

Design Build | Development of Real Estate

Dynamic strong willed individual known for hard work and determination. Skilled in site development, project management, contracting, and managing profit margins. Expert in negotiating and resolving problems related to development and construction.

Key Strengths

- Territory Site Growth
- Cost Control Management
- Strategic Key Account Development
- Negotiation
- New Site Development
- Presentation Development & Delivery

PROFESSIONAL EXPERIENCE

TERAMORE DEVELOPMENT INC / GC & DEVELOPMENT, Salisbury, NC **2017-Present**
Director of Operations NC

- Serving as developer, design builder, and general contractor with responsibility for every aspect of developing, design building, and general contracting for billion dollar brand. Key account included Dollar General.
- Developed relationship with Oreilly's.

PREMIER BUILDERS & DEV CO INC / GC & DEVELOPMENT, Landis, NC **2005 – 2015**
Owner/Partner/Vice President

- Served as developer, design builder, and general contractor with responsibility for every aspect of developing, design building, and general contracting for billion dollar brands. Key accounts included Family Dollar, Dollar General, Auto Zone, Rushco Foods Stores, and Edward Jones.
- Developed and built 30+ Family Dollar stores in four states from 2009-2015.
- Responsible for acquiring all sites, necessary permits, supplying all information to tenant per lease requirements, and followed through with land closing matters on all sites.
- Negotiated all leases, uploaded information into accurent, worked with all vendors, sub-contractors, plan reviews, zoning officials and inspection departments to complete the projects.

BRAWLEY CONSTRUCTION / GENERAL CONTRACTING DIVISION, Mooresville, NC **2003 – 2005**
Project Management / Estimating

- Led the construction operations as a project manager and chief estimator.
- Design built for West Marine, Dollar General, Movie Gallery and Goodwill Industries.

A Joseph Strickland **constructionservicesjs@yahoo.com**

ADDITIONAL RELATED EXPERIENCE

C M Black, Concord, NC
Project Management

Miller & Sharpe, Charlotte, NC
Project Management

TECHNICAL SKILLS

MS Applications: Excel, PowerPoint, Word, and Outlook, Internet, Windows 2000, QuickBooks Payroll Systems.

PROFESSIONAL DEVELOPMENT

Licensed General Contractor in VA, NC, SC and GA

- Built $75+ million dollars worth of commercial construction since 2005.
- Been in the commercial construction field for 27 years and developed real estate for 10 years.

List of projects developed past 10 years:

- **Dollar General stores**: Developed and built sixty plus stores in twenty-two counties in NC for Teramore development.
- **Family Dollar stores**: Graham NC, Williamston SC, Calabash NC, St Helena SC, Ribaut Rd Beaufort SC, Savannah GA, Elon NC, Danville VA, China Grove NC, Locust NC, Denton NC, Troy NC, Yadkinville NC, Dobson NC, Yanceyville NC, Main Street High Point NC, Kivett Dr High Point NC, Forest City NC, Socastee SC, Red Springs NC, Pembroke NC, Maxton NC, Tabor City NC, Roxboro NC, St Pauls NC, Mt Pleasant NC, Hwy 109 Winston Salem NC,Spencer NC, Mt Olive NC and Goldsboro NC.
- **Mt Pleasant Out Parcel NC**: Strip Center with available rental spaces including tenants of Domino's Pizza, a nail salon
- **South Ocean Blvd. N Myrtle Beach, SC - Mulit-Family**: Duplex on pilings with over 8000 sq. ft. in both units.

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:	August 31, 2021
SUBJECT:	6:00 p.m. TEMP 01-21: Reaper's Realm Haunted House and Trail [PUBLIC COMMENT]

REQUEST

Albert Benshoff of The Brough Law Firm, PLLC, has submitted a temporary use permit application on behalf of Reaper's Realm Haunted House, LLC to operate a haunted house and trail for the Halloween 2021 season on property owned by Tony and Angela Jenkins.

The applicant has indicated it is not his, nor his client's intent, to withdraw the Z 05-21 rezoning request for this same property.

PROCEDURES

Although the Temporary Use process does not mandate a public hearing pursuant to zoning requirements, it has been standard practice to allow public comment in consideration of these requests. This seems appropriate given two (2) of the three (3) findings required of the Commission ensure that issuance of the temporary use permit does not endanger the general welfare of the public, nor have a negative impact on adjoining properties.

Mailed notice of the Commission's consideration of this application was sent to property owners adjoining this site and to those requesting notice. Said notice also advised that public comment related to this item would be limited to ten (10) minutes from the applicant and ten (10) minutes from the community.

RECOMMENDATION

1. Receive Staff Report
2. Allow Applicant Comments - Observe 10 minute time limit
3. Receive Public Comments - Observe 10 minute time limit
4. Discuss Findings and Conditions
5. Grant, Deny or Table TEMP 01-21

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/1/2021	Cover Memo
TEMP 01-21 Application	9/1/2021	Backup Material
Background Reference: TEMP 01-17 Approval	8/31/2021	Backup Material
Background Reference: TEMP 01-20 Approval	8/31/2021	Backup Material
Background Reference: Fire Construction Permits	9/1/2021	Backup Material
Background Reference: Fire Operations Permits	9/1/2021	Backup Material

Rowan County Planning and Development Department
402 North Main Street ▪ Room 204 ▪ Salisbury, N.C. 28144-4341
Phone: 704-216-8588 ▪ Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and County Commissioners
FROM: Ed Muire, Planning Director
RE: **TEMP 01-21 for Reaper's Realm**
DATE: August 31, 2021

REQUEST

Albert Benshoff of The Brough Law Firm, PLLC, has submitted a temporary use permit application on behalf of Reaper's Realm Haunted House, LLC to operate a haunted house and trail on property owned by Tony and Angela Jenkins. The Jenkins property is located between Old Linn and Daugherty Roads and is primarily accessed by a private right-of-way identified as Shuffler Woods Road.

The **TEMP 01-21** application and narrative accompanies this memorandum and includes:

- Requested Dates and Hours of Operation
- Fifteen (15) Suggested Conditions offered by the Applicant
- Generalized Site Plan of Operations

NOTE: Submittal of this application does not indicate the applicant's intent to withdraw the Z 05-21 rezoning application.

BACKGROUND

Following the Commission's action on August 16, 2021 to table its decision regarding the Reaper's Realm Haunted House and Trail conditional district Z 05-21 rezoning application along with a directive for the applicant to prepare a Temporary Use Application for consideration, representatives from the North Carolina Department of Labor and Rowan County Departments of Fire Marshal, Building Inspections and Planning met on site to view the buildings and trail utilized in the Reaper's Realm Haunted House and Trail on August 23, 2021.

The intent of the visit was to determine which structures used in the "haunt" had obtained permits and identify those that needed permits and / or plan review to be deemed "code compliant". The accompanying pdfs depict the structures on site which were assigned a number and the corresponding column indicates its status from a compliance perspective based on an understanding of how the structures are used in the haunt.

Structure Number	Name	Building Plan	Building Permit	Electrical Permit	Fire Inspection
1.0	Haunted House	Approved	Approved	Approved	Approved
1.1		Required	Needed	Needed	Needed
1.2	Gift Shop / ATM	Required	Needed	Needed	Needed
1.3		Required	Needed	Needed	Needed
1.4	Concessions	Required	Needed	Needed	Needed
2.0	Granny's Place	Required	Needed	Needed	Needed
4.0	Storage Trailer	Required	Needed	Needed	Needed
6.0 – 6.3	Asylum	Approved	Needed	Needed	Needed
6.4		Required	Needed	Needed	Needed
7.0	Slaughterhouse 1 &2	Approved	Needed	Needed	Needed
7.1	Junkyard Building	Required	Needed	Needed	Needed
7.2	Skinning Building	Required	Needed	Needed	Needed
7.3	Mineshaft	Required	Needed	Needed	Needed
8.1 – 8.3		Required	Needed	Needed	Needed

Staff provided this structure summary to the applicant and property owner for their consideration and advised that any of these structures that are "open to the public" and used in the haunt must comply with the necessary plan review, permitting and inspections to be lawfully operational regardless of whether the site is rezoned to a conditional district or obtains a temporary use permit. Essentially, this means all buildings identified herein must have an "Approved" in its associated column prior to operation.

In a revised set of suggested conditions submitted September 1, 2021, the applicant and owner have offered to remove, padlock or demolish structures 1.1, 4.0, 6.4, 7.1, 7.2 and 7.3 prior to opening (assumed to be Halloween Season).

HISTORY

The Commission approved temporary use permits in 2017 and 2020 for Reaper's Realm and are attached for reference.

Fire inspection reports for the Haunted House and Sprinkler System and Operations Permits are also attached for reference.

ZONING CRITERIA

Section 21-281(2) of the Rowan County Zoning Ordinance authorizes temporary uses not specifically listed in the Zoning Ordinance may be granted by the Board of Commissioners. In considering a temporary use request, the Board may attach reasonable and appropriate conditions to ensure the public health, safety and welfare are protected. Approval of a temporary use should satisfy the criteria listed below:

a) The proposed use will not endanger the public health, safety and welfare;

b) The proposed use will not have a substantial negative impact on the adjoining properties;

c) The use will be approved for a specific period of time, not to exceed two (2) years unless deemed necessary by the board of commissioners in accordance with section 21-11. Extension of the temporary use beyond the approved time shall require approval of the board of commissioners in the same manner as the original.

PROCEDURES

Although the Temporary Use process does not mandate a public hearing pursuant to zoning requirements, it has been standard practice to allow public comment in consideration of these requests. This seems appropriate given two (2) of the three (3) findings required of the Commission ensure that issuance of the temporary use permit does not endanger the general welfare of the public nor have a negative impact on adjoining properties. As such, Staff mailed notice of this request to property owners adjoining this request.

CONSIDERATIONS

If granted, Staff suggests the following conditions be required prior to operation of Reaper's Realm Haunted House and Trail for the 2021 Halloween season. Given the Commission's familiarity with this site, Commissioners may have additional conditions to attach to the TEMP 01-21 application to satisfy the required findings referenced in the Zoning Criteria section of this report.

1. Close operations and have attendees off the premises by midnight
2. Have an ambulance on-site for dates and hours of operation requested for the Halloween season and provide executed contract with Rowan County Rescue Squad.
3. Have at least five (5) municipal or county law enforcement officers and five (5) private security guards with NC Private Protective Services Board certification on-site during operating hours
4. Provide proof and amount of liability insurance
5. Provide permit or approval documentation from the NC Department of Labor for use of the Vortex
6. Have the EI Group obtain decibel measurements at 10pm on Halloween night (October 31, 2021) at each of the sites in their Project ID: IHCH210078.00 report submitted as an exhibit in the Z 05-21 application. Provide the results of this documentation to the Rowan County Planning Department by November 30, 2021.
7. Obtain all necessary building and fire code related plan review(s), permits and inspections for all structures used in the haunt prior to the first event of the 2021 Halloween season occurring
8. All parking shall be provided on-site and not along Daugherty or Shuffler Woods Roads
9. An emergency access lane on Shuffler Woods Rd shall be provided and available at all times during operation to allow for emergency vehicle access.
10. TEMP 01-21 is for the 2021 Halloween season only and no other one (1) or two (2) day public events are allowed
11. No alcohol sales allowed on site by the owners or others
12. Have Vortex located in the Haunted House permitted and inspected by NC Dept of Labor prior to operation
13. Have the Rowan County Fire Marshal inspect and obtain an approved Fire Code Operations Permit for the overall venue
14. Property owners, Tony and Angela Jenkins, should consent to these conditions and any others added by the Commission, in writing.

Lower Section



02/08/2021

Upper Section



02/08/2021

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

Case # **TEMP** 01-21
Date Filed 8-24-21
Received By MEM
Amount Paid

Office Use Only

REVISED 9.1.21

TEMPORARY USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Reaper's Realm Haunted House LLC

Signature: Angela O. Gwin

Phone: 704 239 4153 Email: 1976angntj@gmail.com

Address: 175 Shuffler Woods Road, China Grove, NC 28023

APPLICANT / AGENT INFORMATION:

Name: Albert M. Benshoff

Signature: Albert M. Benshoff Digitally signed by Albert M. Benshoff Date: 2021.08.23 15:22:42 -04'00'

Phone: 980 622 6440 Email: benshoff@broughlawfirm.com

Address: The Brough Law Firm, PLLC, 1526 E. Franklin St., Suite 200
Chapel Hill, NC 27514

PROPERTY DETAILS:

Tax Parcel: See attached. Zoning District: RA

Date Acquired: See attached Deed Reference: Book See Page attached

Property Location: Off Daugherty Road, east of I-85

Size (sq. ft. or acres): 18 acres Street Frontage: 30 feet

Current Land Use: single family residential, agriculture livestock, lawn service

Surrounding Land Use: North Single family residential
South Same
East Same
West Same

PURPOSE & SECTION:

State purpose of temporary use permit:

Haunted house and trail

Commence date: Sept. 24, 2021 Ending date: Oct. 31, 2021

Days / Hours of operation: See attached.

Cite section(s) of Zoning Ordinance which permit is being requested:

Sections 21-11, 21-52, 21-281

ATTACHED DOCUMENTS:

Applicant must attach a site plan based on information required in Section 21-52 and address criteria found in Section 21-281.

Attached: Yes ☑ No ☐

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Public Hearing: 9 / 7 / 21 3. Notifications Mailed: 9 / 1 / 21 4. Property Posted: 9 / 1 / 21 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified: / /

TEMPORARY USE PERMIT APPLICATION CONTINUED

PROPERTY DETAILS:

Tax Parcel #	Size / Area	Date Acquired	Deed Book and Page #
147-001	10.31 acres [1]	May 23, 2008	1122 / 302
147-004	5.37 acres [2]	Dec. 1, 2017	1300 / 715
147-006	1.05 acre	Dec. 1, 2017	1300 / 715
147-116	1.58 acres	Dec. 1, 2017	1300 / 715
147-145	RoW to Daugherty Rd.	Feb. 18, 1980	591 / 231
147-145	Ditto	Aug. 6, 2008	1127 / 297

DAYS AND HOURS OF OPERATION:

Sept. 25 and 25; Oct. 1, 2, 8, 9, 15, 16, 22, 23,29 and 30, 2021	6:30 PM to 12:30 AM
Oct. 24, 28 and 31, 2021	6:30 PM to 10:30 PM

[1] Source: Rowan County GIS. Deed states 10.823 acres

[2] Source Rowan County GIS for parcels 147-004, -006 and -116.

REAPER'S REALM TEMPORARY USE PERMIT SUGGESTED CONDITIONS:

1) Have at least five (5) sworn law enforcement officers on site during operating hours. If the Rowan County Sherriff does not extend jurisdiction to municipal police departments located in Rowan County AND less than five sworn LEOs' are available to work on any given evening, Reaper's Realm will provide three security guards for each of the 5 LEO slots that is not filled.

2) The Haunted House and Trail will close to patrons at 10:00 PM on Thursday and Sundays. Patrons will leave the property by 10:30 PM.

3) The Haunted House and Trail will close to patrons at 12:00 PM on Fridays and Saturdays. Patrons will leave the property by 12:30 AM.

4) Rowan Rescue will provide an ambulance and crew for the approved dates and hours of operation.

5) No walk in patrons will be admitted. Patrons must arrive by motor vehicle.

6) No patrons may be dropped off.

7) Minors must be accompanied by at least one person aged 18 or older. ID's will be checked.

8) Shuffler Woods Road will be widened to 24 foot. A NC registered professional engineer will certify that the road will support a fire truck.

9) Patrons will enter at Shuffler Woods Road only. A control point will be set up at the entrance, manned by a Sherriff's deputy and a RRHHT employee. The employee will count the number of persons is each car and give them an ID number and instructions to tune their radio to a certain frequency. The information on the number of persons per vehicle will be radioed to the command post. Patrons will be directed to remain in their vehicles under their number is broadcast on the radio. They will then proceed to the fenced in "Customer Standing" area to purchase tickets and be admitted to the Haunted House. Entrance to Customer Standing is through a checkpoint manned by a Sherriff's deputy and a RRHHT security guard. The security guard will wand each patron for weapons and check purses. EXCEPTION: Patrons may leave their cars to buy snacks, but must return to their vehicles to consume them.

10) The noise level at the property lines will not exceed the maximums set by County ordinance.

11) PERMITS and INSURANCE: All required permits including but not limited to Building, Fire, Environmental Health will be obtained prior to opening. The insurance policy is issued each year before opening day. Certificates of Insurance will be submitted to Rowan County as soon as it is available.

The amounts and types of insurance are:

Commercial General Liability: Per Occurrence $1,000,000;
Damage to Rented Premises $100,000;
Personnel and Adv. Injury $1,000,000;
General Aggregate $2,000,000;
Products – Comp. / Op. Aggregate $1,000.000.

12) LIGHTING: Reaper's Realm has a mobile tower light that sits at the end of the trail and shines on parking lot in front of the "Existing Haunted House" (See Site Plan). A 400 watt metal halide light is located on the west end of the "Existing Shop" shop that shines into parking lot in the southwest corner of the property. Another 400 watt metal halide light on the east end of the Existing Shop is pointed towards Shuffler Woods Rd. Two 400 watt led lights are mounted on a mobile light pole located about 40 in front of the house on property 147 004. These lights illuminate the parking lot mentioned above, which is located to the right or east of Shuffler Woods Rd. All lights are electric utility powered except the mobile light pole - it is diesel.

13) Plan for FIRE Prevention and Control.

The main haunted house ("Existing Haunted House" on the Site Plans) is sprinklered per the Rowan County Fire Marshall's directions. All buildings on the trail have lighted exit signs and are equipped with fire extinguishers. The Rowan County Fire Marshall will inspect the RRHHT approximately two weeks before opening to the public and as the Fire Marshall determines that inspections are necessary.

14) N.C. BUILDING CODES. **REVISED**

All buildings to be used in 2021 will meet the Building Code(s) per the certification of James Basinger, PE or by certificate of occupancy to be issued by the Rowan County Building Inspector(s) prior to opening day. Prior to opening, the following buildings will be removed, demolished or decommissioned by padlocking:

Building # from "Pictometry" air photos (attached)	Action
1.1	Removed
4.0	Padlocked by Fire Marshall or other
6.4	" " "
7.1	" " "
7.2	Demolished
7.3	"

The owners will provide new padlocks in blister packs to the Fire Marshall or other person. The Fire Marshall will keep the keys until Nov. 1, 2021. The remainder of the buildings will be brought up to code on a schedule to be determined in consultation with County staff.

15) SANITATION. A total of six porta potties are suggested at the following numbers and locations:

A. Two sinks are provided near the four porta-potties at the Customer Standing Area.

B. One porta-potty is to be placed in the western end of "Parking Area 0.65 Acres"; and

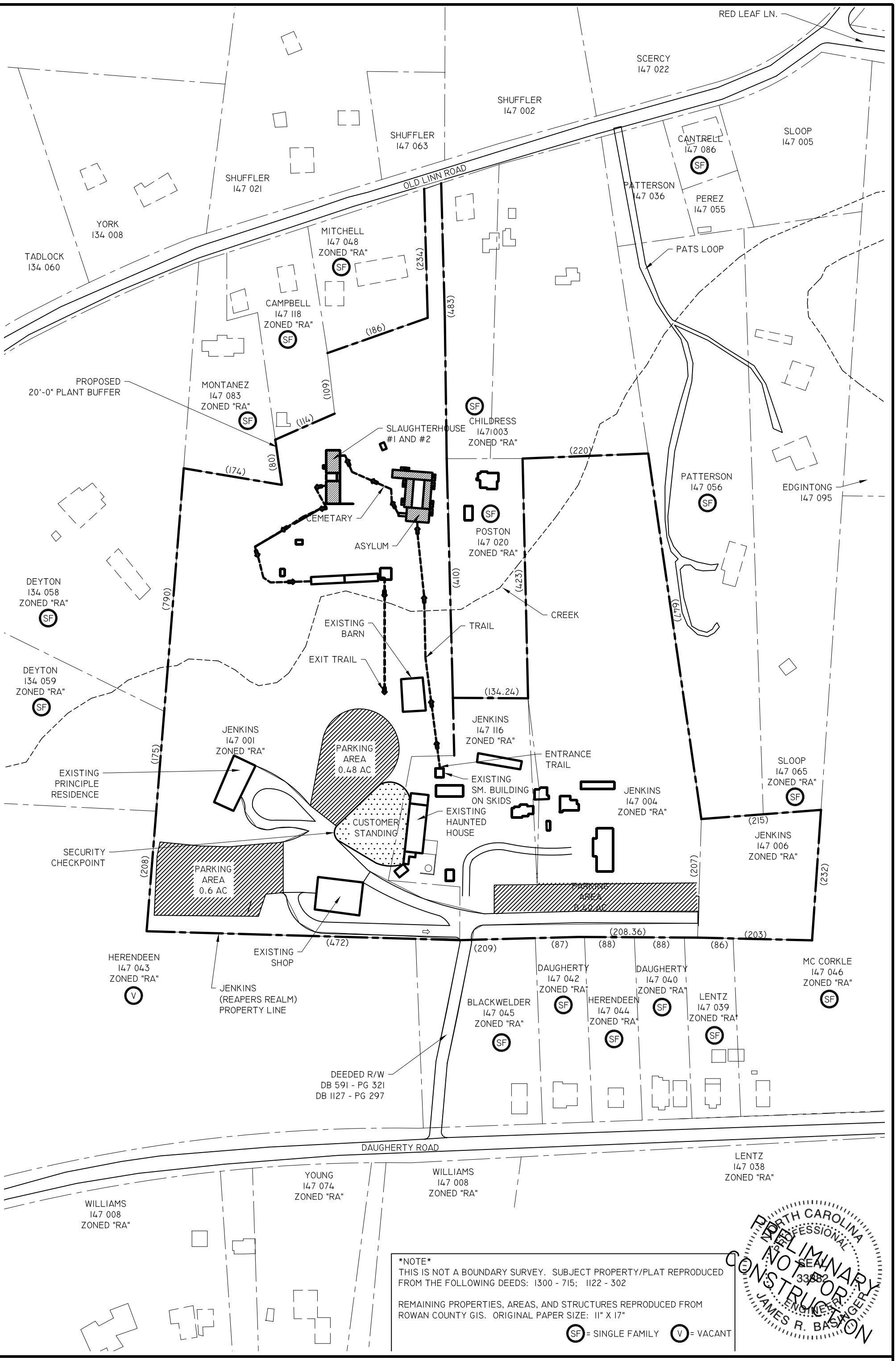
C. One porta potty is located at the end of the Haunted Trail.

Trash will be picked up by weekly by Alexander Waste. Supplemental trash hauling to the landfill will be provided as needed by Reaper's Realm. See Site Plan # 3 for the locations of trash receptacles.

All COVID protocols issued by the Rowan County Health Department and/or the Governor will be followed.

Hand sanitizing stations are located at the entrance to every building.
Trash along Daugherty, Shuffler Woods and Linn Roads will be picked up daily.

Rowan County Environmental Health has tested the water and inspected the concessions area in previous years. Environmental Health will re-inspect before opening.



NOTE
THIS IS NOT A BOUNDARY SURVEY. SUBJECT PROPERTY/PLAT REPRODUCED FROM THE FOLLOWING DEEDS: 1300 - 715; 1122 - 302

REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA PROFESSIONAL SEAL 33882 ENGINEER JAMES R. BASINGER

PRELIMINARY NOT FOR CONSTRUCTION

Basinger Design Co.
engineering | design | consulting

JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.	TITLE/PROJECT INFO:	DRAWING NAME:	SHEET NO.
21003	REAPERS REALM	PROPOSED SITE PLAN | TEMP	1
DATE	175 SHUFFLER RD.	SCALE: 1" = 150'-0"	
19 AUG 2021	CHINA GROVE, NC 28023		
DRAWN BY: JRB			

Rowan County Planning and Development Department
402 North Main Street ▪ Room 204 ▪ Salisbury, N.C. 28144-4341
Phone: 704-216-8588 ▪ Fax: 704-216-7986

TEMPORARY USE PERMIT [TEMP 01-17]

September 6, 2017

Mr. Tony Jenkins
175 Shuffler Woods Road
China Grove, NC 28023

Mr. Jenkins:

On September 5, 2017, the Rowan County Board of Commissioners approved your request for a temporary use permit [**TEMP 01-17**] to operate a haunted house and trail on your property located at 175 Shuffler Woods Road, China Grove, NC [Rowan County Tax Parcel 147-001]. Approval of TEMP 01-17 is subject to the six [6] conditions noted below and limits operation to the days, dates and times noted herein; violation of the permit terms or conditions may prompt revocation of the permit or subject you to civil penalties or other equitable remedies allowed by Section 21-14 of the Rowan County Zoning Ordinance.

Dates of Operation: Fridays and Saturdays, September 29 thru October 31, 2017
Fridays and Saturdays, September 28 thru October 31, 2018

Hours of Operation: 7:00 pm until midnight

Permit Conditions:

1. Obtain approval from NC DOT for a commercial driveway permit
2. Obtain occupancy approval of the building related documents and permitting from Rowan County Building Inspections Department
3. Obtain approval from the Rowan County Fire Marshal's Office for all Fire Code related items
4. Approval is for Fridays / Saturdays 7:00 pm until midnight from Sept. 29 – Oct. 31, 2017 and Sept. 28 - Oct 31, 2018 only
5. No event parking is allowed on Shuffler Woods Road
6. Provide certificate of liability insurance for the event and include Chris Shuffler as an Additional Insured to the extent permitted by your insurer.

Although issuance of a zoning permit may occur prior to satisfying all 6 permit conditions to allow initiation of the building and fire code plan review and permitting, be aware you must submit items 1, 2, 3 and 6 prior to operation of the event to be compliant with the permit terms and conditions.

This correspondence and subsequent issuance of a Rowan County Zoning Permit shall constitute an approved Temporary Use Permit for your event in 2017 and 2018.

Respectfully,

Ed Muire, AICP, CFM
Planning Director

cc via email: James Basinger, PE
Rowan County Building Inspections
Rowan County Environmental Health
Rowan County Fire Marshal

Rowan County Planning and Development Department
402 North Main Street ▪ Room 204 ▪ Salisbury, N.C. 28144-4341
Phone: 704-216-8588 ▪ Fax: 704-216-7986

TEMPORARY USE PERMIT [TEMP 01-20]

October 21, 2020

Mr. Tony Jenkins
175 Shuffler Woods Road
China Grove, NC 28023

Mr. Jenkins:

On October 19, 2020, the Rowan County Board of Commissioners approved your request for a temporary use permit [**TEMP 01-20**] to operate a haunted house and trail on your property located at 175 Shuffler Woods Road, China Grove, NC [Rowan County Tax Parcel 147-001]. Approval of TEMP 01-20 is subject to the four [4] conditions noted below and limits operation to the days, dates and times noted herein; violation of the permit terms or conditions may prompt revocation of the permit or subject you to civil penalties or other equitable remedies allowed by Section 21-14 of the Rowan County Zoning Ordinance.

Dates of Operation: October 23, 24, 25, 29, 30 and 31
Hours of Operation: 5:00 pm until 9:00 pm for 10.25.20 and 10.29.20
5:00 pm until midnight for the other approved dates
Permit Conditions:
1. Have at least five (5) municipal or county law enforcement officers on-site during operating hours noted above
2. Close operations and have attendees off the premises by midnight
3. Approval is for the 2020 dates listed above only
4. Have an ambulance on-site for dates and hours of operation noted above

Although these permit conditions provide approval, be advised it is your responsibility to ensure these events and the facility complies with these conditions. Likewise, you should make obtaining building code compliance for the three (3) buildings erected without proper permitting a priority before continued operation.

This correspondence shall constitute an approved Temporary Use Permit for the dates listed herein. Please contact this office to discuss any permit changes or submittal of a future application well in advance of the intended event dates.

Respectfully,

Ed Muire, AICP, CFM
Planning Director

cc via email: Rowan County Attorney
Rowan County Building Inspections
Rowan County Environmental Health
Rowan County Fire Marshal
Rowan County Sheriff

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Permit

Permit

Permit Number	PER-010791
Permit Type	Sprinklers
Work Type	New Construction
Status	Approved
Application Date	08/15/2017
Issued	08/22/2017
Expires	08/15/2018

Project Address
175 Shuffler Woods Rd. China Grove NC 28023

County Rowan

Applicant
Reapers Realm
1610 Daugherty Rd China Grove NC 28023

Owner
Reapers Realm
1610 Daugherty Rd China Grove NC 28023

Contractor

Fees

BalanceDue	$0.00
InvoiceTotal	$0.00

Scope of Work

Estimated Cost $ 0.00

Special Conditions

Comments

Deborah Horne

Signature

Signature

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Permit

Permit
Permit Number PER-584737
Permit Type New Building
Work Type
Status
Application Date 03/25/2021
Issued
Expires 03/25/2022

Project Address
175 Shuffler Woods Rd. China Grove NC 28023

County Rowan

Applicant
Reapers Realm
1610 Daugherty Rd China Grove NC 28023

Owner
Reapers Realm
1610 Daugherty Rd China Grove NC 28023

Contractor

Fees

BalanceDue	$0.00
InvoiceTotal	$0.00

Scope of Work

Estimated Cost $ 0.00

Special Conditions

Comments

Deborah Horne

Signature

Signature

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Print Date: 8/18/2021

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection

Inspection

Inspection #	INS-616591
Type	Haunted House/Trail
Reason	Permit
Scheduled	10/23/2013 14:58
Status	Scheduled

Completion of Work

Inspector	Deborah Horne
Started On	10/23/2013 14:58
Completed	10/23/2013 14:59

Assisting Inspectors

Owner/Occupant

Reapers Realm
ADR-936969
175 Shuffler Woods Rd.
China Grove, NC 28023

Contacts

Tony Jenkins
704-239-4153

Phone

704/239-4153

Violation Summary

Total Violations	0
Corrected	0
Uncorrected	0

Signatures

Deborah Horne

Deborah Horne

10/23/2013

Date

Date

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection

Inspection		Owner/Occupant	
Inspection #	INS-985645	Reapers Realm	
Type	Haunted House/Trail	ADR-936969	
Reason		175 Shuffler Woods Rd.	
Scheduled	09/26/2014 00:00	China Grove, NC 28023	
Status	Scheduled	**Contacts**	**Phone**
Completion of Work			704/239-4153
Inspector	Deborah Horne		
Started On	09/26/2014 13:41	**Violation Summary**	
Completed	09/26/2014 13:41	**Total Violations**	0
Assisting Inspectors		**Corrected**	0
		Uncorrected	0

Signatures

Deborah Horne

Deborah Horne

09/26/2014

Date

Date

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection Summary

Inspection

Inspection #	INS-275909
Type	Complaint
Reason	
Scheduled	10/26/2016 07:23
Status	NonComply

Completion of Work

Inspector	Deborah Horne
Started On	10/26/2016 07:23
Completed	10/26/2016 07:24

Assisting Inspectors

Owner/Occupant

Reapers Realm
ADR-936969
175 Shuffler Woods Rd.
China Grove, NC 28023

Contacts

Phone
704/239-4153

Violation Summary

Total Violations	0
Corrected	0
Uncorrected	0

Signatures

Deborah Horne

Deborah Horne

10/26/2016

Date

Date

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection Summary

Inspection

Inspection #	INS-248429
Type	Plans Review
Reason	
Scheduled	08/09/2017 13:51
Status	Complete

Completion of Work

Inspector	Mark Troublefield
Started On	08/09/2017 13:51
Completed	09/27/2017 11:40

Assisting Inspectors

Owner/Occupant

Reapers Realm
ADR-936969
175 Shuffler Woods Rd.
China Grove, NC 28023

Contacts	**Phone**
TJ Jenkins	704/239-4153

Violation Summary

Total Violations	2
Corrected	0
Uncorrected	2

Inspection Detail 1

Codebook Reference
Code Book NCSBC - Fire Prevention Code
901.6.1
(Standards)

Location
Days to Comply 30 days
Comments: fire extinguishers needs to be serviced

Violation Date 09/27/2017
Date Corrected Not Corrected

Corrective Action
Corrective Action:
Fire Protction systems shall be inspected, tested, and maintained in accordance with reference standards listed in table 901.6.

Portable Fire Extinguisher -NFPA 10
Carbon Dioxide Fire Extinguishing System-NFPA 12
Halon 1301 Fire Extinguishing System- NFPA 12A
Dry-Chemical Extinguihing System-NFPA 17
Wet-Chemical Extinguishing System-NFPA 17A
Water-Based Fire Protection System-NFPA 25
Fire Alarm System-NFPA-72
Water-Mist System-NFPA 750
Clean-A

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection Summary

Inspection Detail 2

Codebook Reference
Code Book NCSBC - Fire Prevention Code
604.6.2
Emergency and Standby Power Systems (Power Test)

Location
Violation Date 09/27/2017
Days to Comply 30 days
Date Corrected Not Corrected

Comments: emergecny lights not working at the time of inspections
An annual test shall be conducted on every required battery-powered emergency lighting unit equipment for not less than 1 1/ hours. Equipment shall be fully operational for the duration of the test.

Corrective Action
Corrective Action: Please refer to codebook.

Signatures

Mark Troublefield

09/27/2017

Date

Date

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection Summary

Inspection

Inspection #	INS-248429-A
Type	First Re-Insp 3yr
Reason	Routine Fire Inspection
Scheduled	08/29/2017 00:00
Status	Complete

Completion of Work

Inspector	Mark Troublefield
Started On	10/02/2017 10:36
Completed	10/02/2017 10:36

Assisting Inspectors

Owner/Occupant

Reapers Realm
ADR-936969
175 Shuffler Woods Rd.
China Grove, NC 28023

Contacts	**Phone**
TJ Jenkins	704/239-4153

Violation Summary

Total Violations	2
Corrected	2
Uncorrected	0

Inspection Detail 1

Codebook Reference
Code Book NCSBC - Fire Prevention Code
901.6.1
(Standards)

Location
Days to Comply 30 days
Comments: None

Violation Date 09/27/2017
Date Corrected 10/02/2017

Corrective Action
Corrective Action:
Fire Protction systems shall be inspected, tested, and maintained in accordance with reference standards listed in table 901.6.

Portable Fire Extinguisher -NFPA 10
Carbon Dioxide Fire Extinguishing System-NFPA 12
Halon 1301 Fire Extinguishing System- NFPA 12A
Dry-Chemical Extinguihing System-NFPA 17
Wet-Chemical Extinguishing System-NFPA 17A
Water-Based Fire Protection System-NFPA 25
Fire Alarm System-NFPA-72
Water-Mist System-NFPA 750
Clean-A

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection

Inspection		Owner/Occupant	
Inspection #	INS-248429	Reapers Realm	
Type	Plans Review	ADR-936969	
Reason		175 Shuffler Woods Rd.	
Scheduled	08/09/2017 13:51	China Grove, NC 28023	
Status	Complete	**Contacts**	**Phone**
Completion of Work		TJ Jenkins	704/239-4153
Inspector	Mark Troublefield		
Started On	08/09/2017 13:51	**Violation Summary**	
Completed	09/27/2017 11:40	**Total Violations**	2
Assisting Inspectors		**Corrected**	0
		Uncorrected	2

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection Summary

Inspection

Inspection #	INS-922337
Type	Haunted House/Trail
Reason	Routine Fire Inspection
Scheduled	02/19/2018 09:18
Status	Complete

Completion of Work

Inspector	Mark Troublefield
Started On	02/19/2018 09:18
Completed	02/19/2018 09:19

Assisting Inspectors

Owner/Occupant

Reapers Realm
ADR-153514
1610 Daugherty Rd.
China Grove, NC 28023

Contacts	**Phone**
	704/239-4153

Violation Summary

Total Violations	0
Corrected	0
Uncorrected	0

Signatures



Mark Troublefield

02/19/2018

Date

Date

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection Summary

Inspection

Inspection #	INS-012856
Type	Haunted House/Trail
Reason	Routine Fire Inspection
Scheduled	09/26/2018 00:00
Status	Complete

Completion of Work

Inspector	Mark Troublefield
Started On	09/26/2018 08:44
Completed	10/01/2018 08:46

Assisting Inspectors

Owner/Occupant

Reapers Realm
ADR-936969
175 Shuffler Woods Rd.
China Grove, NC 28023

Contacts	**Phone**
	704/239-4153

Violation Summary

Total Violations	0
Corrected	0
Uncorrected	0

Signatures



Mark Troublefield

10/01/2018

Date

Date

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection Summary

Inspection

Inspection #	INS-152736
Type	Haunted House/Trail
Reason	Permit
Scheduled	10/02/2019 09:30
Status	Complete

Completion of Work

Inspector	Mark Troublefield
Started On	10/02/2019 09:30
Completed	10/02/2019 10:54

Assisting Inspectors

Owner/Occupant

Reapers Realm
ADR-936969
175 Shuffler Woods Rd.
China Grove, NC 28023

Contacts	**Phone**
	704/239-4153

Violation Summary

Total Violations	0
Corrected	0
Uncorrected	0

Signatures



Mark Troublefield

10/02/2019

Date

Date

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection Summary

Inspection

Inspection #	INS-323924
Type	Haunted House/Trail
Reason	Routine Fire Inspection
Scheduled	09/24/2020 00:00
Status	Pending Reinspection

Completion of Work

Inspector	Andrew King
Started On	09/24/2020 14:25
Completed	09/24/2020 15:04

Assisting Inspectors

Owner/Occupant

Reapers Realm
ADR-936969
175 Shuffler Woods Rd.
China Grove, NC 28023

Contacts

Phone
704/239-4153

Violation Summary

Total Violations	2
Corrected	0
Uncorrected	2

Inspection Detail 1

Codebook Reference
Code Book NCSBC - Fire Prevention Code
901.6.2
(Records)

Location
Days to Comply 30 days
Comments: Need to see annual test report.

Violation Date 09/24/2020
Date Corrected Not Corrected

Corrective Action
Corrective Action: Please refer to codebook.

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916

Rowan County Emergency Services
Fire Divison
2727 Old Concord Rd, Suite E
Salisbury, NC 28146-8388
Phone: 704-216-8916

Inspection Summary

Inspection Detail 2

Codebook Reference
Code Book NCSBC - Fire Prevention Code
604.6.1
Emergency and Standby Power(Activation Test)

Location
Days to Comply 30 days
Comments: 1 Light needs a battery.

Violation Date 09/24/2020
Date Corrected Not Corrected

Corrective Action
Corrective Action: Please refer to codebook.

Signatures

Andrew King

09/24/2020

Date

Date

Any disagreement with a decision made by a Fire Inspector may be brought before the Fire Marshal for review.
Deborah K. Horne; Rowan County Fire Marshal, 2727-E Old Concord Rd, Salisbury, NC 28146, 704-216-8916