ROWAN COUNTY COMMISSION AGENDA
May 15, 2023 - 6:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device:

https://bit.ly/rowanboc6pm
Password: 028144

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

Webinar ID: 976 9368 1450

Password: 028144

Call to Order

Invocation

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.

1 Consider Approval of Consent Agenda

- A. GRANT POLICY: ARPA policies for Eligible Use & Allowable Costs
- B. NC ADM Office of the Courts - MOA - WAVE
- C. GRANT APPLICATION: Rowan Wild Request to Apply to NC Science Museum grant
- D. Consider Approval of the Minutes - 5/1/23

E. FAA Lease for Remote Transmitter Receiver Equipment
F. Rowan County Health Department - Environmental Health Audit
G. Tax Refunds for Approval
H. GRANT AGREEMENT: Accept funding for RPL from the Blanche & Julian Robertson Foundation
I. Award Taxiway Rehab Project - J.T. Russell & Sons, Inc.
J. Schedule Public Hearing for FY 2023-24 Proposed Budget
K. GRANT APPLICATION: Sheriff's Office to Apply to FY23 Second Chance Act Grant (DOJ)
L. Budget Amendments
M. Sole-Source Inclusion Solutions - ISDC
N. Wellpath – Amendment # 2 (Contract 22030)
O. Randolph & Sons Builders Inc. – Woodleaf Park – Contract Approval (Missing A201-2017 form)

2 Special Recognition

A. Proclamation Recognizing Wild Bill's Service
B. Recognition for Retiring President/CEO of Nazareth Child & Family Connection
C. Recognition of Emergency Services
D. Proclamation Shield-A-Badge
E. Proclamation Law Enforcement Week 2023

3 Public Comment Period

4 Aviation Management Consulting Group (AMCG)
5 Public Hearing - Road Name Change to Dogwood and Ray Drives
6 Consider Family Subdivision Waiver FSW 02-23
7 Consider PE 02-23
8 Public Hearing and Findings Resolution for Installment Financing Airport Hangars
9 Award New Corporate & Box Hangars Project - KMD Construction
10 Airport Hangar Financing
11 Financial Reports
12 Presentation of the FY 2023-24 Proposed Budget
13 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:	Ann Kitalong-Will, Director, Grants Admin/Gov't Relations
DATE:	4/24/23
SUBJECT:	GRANT POLICY: ARPA policies for Eligible Use & Allowable Costs

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The American Rescue Plan Act of 2021 requires the following ARPA-specific policies be adopted by direct recipients:

- Eligibility Determination Policy – Identifies permissible and prohibited uses of ARPA/CSLFRF funding and describes County procedures for project approval.
- Allowable Costs/Cost Principles Policy – Identifies costs allowed to be charged to ARPA and describes County procedures for expenditures.

The above policies apply specifically to projects funded through ARPA/CSLFRF.

Recommendation:
Approve the Eligibility Determination Policy and the Allowable Costs/Cost Principles Policy.

ATTACHMENTS:

Description	Upload Date	Type
ARPA Eligible Use Policy	4/24/2023	Exhibit
ARPA Allowable Costs/Cost Principles Policy	4/24/2023	Exhibit

RESOLUTION TO ADOPT AND ENACT:
ROWAN COUNTY POLICY FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS Rowan County, NC, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff; or
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector; or
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic; or
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; or
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 ("Uniform Guidance"), as provided in the CSLFRF Assistance Listing[1] released and maintained by US Treasury; and

WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds provides, in relevant part:

> **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.
>
> [ARP/CSLFRF] Funds may be, but are not required to be, used along with other funding sources for a given project. Note that [ARP/CSLFRF] Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
>
> Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996

[1] https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view

are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

1) Administrative costs*:* Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the [ARP/CSLFRF] Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the [ARP/CSLFRF] program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the [ARP/CSLFRF] award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

2) Salaries and Expenses*:* In general, certain employees' wages, salaries, and covered benefits are an eligible use of [ARP/CSLFRF] award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

a. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
b. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
c. The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
d. The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles and must provide for adequate documentation to support costs charged to the Federal award.
e. In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.

f. For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
g. The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

THEREFORE, BE IT RESOLVED that the Rowan County Board of Commissioners hereby adopts and enacts the following Allowable Costs and Cost Principles Policy for the Expenditure of ARP/CSLFRF Funds.

This the 1st day of May 2023.

_____
Gregory C. Edds, Chairman

ATTEST:

_____
Sarah Pack, Clerk to the Board

ALLOWABLE COSTS AND COST PRINCIPLES POLICY FOR THE EXPENDITURE OF ARP/CSLFRF FUNDS

I. ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are:

- the costs must be reasonable; and
- they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and
- they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and
- they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

Rowan County, NC shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Director of Grants Administration and Governmental Relations, Finance Director and Director of Purchasing and Contract Administration, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable.

Questions on the allowability of costs should be directed to the Director of Grants Administration and Governmental Relations, as questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

II. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

1.1 A cost is considered necessary if it is required to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.

- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices.

1.2 *When determining reasonableness of a cost, consideration must be given to:*

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Rowan County, NC or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to Rowan County, NC, its employees, the public at large, and the federal government.
- Whether Rowan County, NC significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

2. Be allocable to the ARP/CSLFRF federal award.

A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. Be authorized and not prohibited under state or local laws or regulations.

4. Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.

5. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of Rowan County, NC.

6. **Be accorded consistent treatment.**
   A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.

7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UG.**

8. **Be net of all applicable credits.**
   The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

9. **Be adequately documented.**
   "SELECTED ITEMS OF COST" – The UG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

   The Director of Grants Administration/Governmental Relations is responsible for determining cost allowability and must be familiar with the Selected Items of Cost. Rowan County, NC must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. Director of Grants Administration/Governmental Relations and Finance Director personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Rowan County, NC regulations, and program-specific rules may deem a cost as unallowable, and Director Grants Administration/Governmental Relations and Finance Director personnel must follow those non-federal rules as well.

   Exhibit A identifies and summarizes the Selected Items of Cost.

III. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

1. *Direct costs* are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

2. *Indirect costs* are: (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

1.2.1 De Minimis Rate

For indirect costs, Rowan County, NC may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UG Section 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

IV. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include:

(1) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;

(2) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;

(3) Costs of the judicial branch of a government;

(4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in § 200.435); and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect

cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

V. COST ALLOWABILITY REVIEW PROCESS

1. PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the Director of Grants Administration & Governmental Relations must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

1.1 Local government personnel must submit proposed ARP/CSLFRF projects to the Director of Grants Administration& Governmental Relations for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.

1.2 Along with a general review of project eligibility and conformance with other governing board management directives, Director Grants Administration/Governmental Relations must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.

1.3 If a proposed project includes a request for an unallowable cost, the Director of Grants Administration & Governmental Relations will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.

1.4 Once a proposed project budget is pre-approved by the Director of Grants Administration & Governmental Relations, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

2. POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the Finance Director must perform a second review to ensure that actual expenditures comprise allowable costs.

1.1 All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Finance Director will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.

1.2 The Finance Director must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.

1.3 If all cost items are deemed allowable and properly allocable, the Finance Director must proceed through the local government's normal disbursement process.

1.4 If any cost item is deemed unallowable, the Finance Director will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The Finance Director may in their discretion,

and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. Rowan County, NC'S governing board must approve any allocation of other funds for this purpose.

1.5 The Department Director must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

VI. COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages, and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions

Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

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Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
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General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions

Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
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Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

RESOLUTION TO ADOPT AND ENACT:
ROWAN COUNTY POLICY FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS Rowan County, NC, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff; or
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector; or
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic; or
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; or
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 ("Uniform Guidance"), as provided in the CSLFRF Assistance Listing[1] released and maintained by US Treasury; and

WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds provides, in relevant part:

> **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.
>
> [ARP/CSLFRF] Funds may be, but are not required to be, used along with other funding sources for a given project. Note that [ARP/CSLFRF] Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
>
> Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996

[1] https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view

are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

1) Administrative costs*:* Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the [ARP/CSLFRF] Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the [ARP/CSLFRF] program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the [ARP/CSLFRF] award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

2) Salaries and Expenses*:* In general, certain employees' wages, salaries, and covered benefits are an eligible use of [ARP/CSLFRF] award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

a. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
b. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
c. The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
d. The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles and must provide for adequate documentation to support costs charged to the Federal award.
e. In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.

f. For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
g. The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

THEREFORE, BE IT RESOLVED that the Rowan County Board of Commissioners hereby adopts and enacts the following Allowable Costs and Cost Principles Policy for the Expenditure of ARP/CSLFRF Funds.

This the 1st day of May 2023.

_____
Gregory C. Edds, Chairman

ATTEST:

_____
Sarah Pack, Clerk to the Board

ALLOWABLE COSTS AND COST PRINCIPLES POLICY FOR THE EXPENDITURE OF ARP/CSLFRF FUNDS

I. ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are:

- the costs must be reasonable; and
- they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and
- they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and
- they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

Rowan County, NC shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Director of Grants Administration and Governmental Relations, Finance Director and Director of Purchasing and Contract Administration, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable.

Questions on the allowability of costs should be directed to the Director of Grants Administration and Governmental Relations, as questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

II. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

1.1 A cost is considered necessary if it is required to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.

- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices.

1.2 *When determining reasonableness of a cost, consideration must be given to:*

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Rowan County, NC or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to Rowan County, NC, its employees, the public at large, and the federal government.
- Whether Rowan County, NC significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

2. Be allocable to the ARP/CSLFRF federal award.

A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. Be authorized and not prohibited under state or local laws or regulations.

4. Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.

5. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of Rowan County, NC.

6. **Be accorded consistent treatment.**
   A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.

7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UG.**

8. **Be net of all applicable credits.**
   The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

9. **Be adequately documented.**
   "SELECTED ITEMS OF COST" – The UG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

   The Director of Grants Administration/Governmental Relations is responsible for determining cost allowability and must be familiar with the Selected Items of Cost. Rowan County, NC must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. Director of Grants Administration/Governmental Relations and Finance Director personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Rowan County, NC regulations, and program-specific rules may deem a cost as unallowable, and Director Grants Administration/Governmental Relations and Finance Director personnel must follow those non-federal rules as well.

   Exhibit A identifies and summarizes the Selected Items of Cost.

III. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

1. *Direct costs* are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

2. *Indirect costs* are: (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

1.2.1 De Minimis Rate

For indirect costs, Rowan County, NC may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UG Section 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

IV. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include:

(1) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;

(2) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;

(3) Costs of the judicial branch of a government;

(4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in § 200.435); and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect

cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

V. COST ALLOWABILITY REVIEW PROCESS

1. PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the Director of Grants Administration & Governmental Relations must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

1.1 Local government personnel must submit proposed ARP/CSLFRF projects to the Director of Grants Administration& Governmental Relations for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.

1.2 Along with a general review of project eligibility and conformance with other governing board management directives, Director Grants Administration/Governmental Relations must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.

1.3 If a proposed project includes a request for an unallowable cost, the Director of Grants Administration & Governmental Relations will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.

1.4 Once a proposed project budget is pre-approved by the Director of Grants Administration & Governmental Relations, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

2. POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the Finance Director must perform a second review to ensure that actual expenditures comprise allowable costs.

1.1 All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Finance Director will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.

1.2 The Finance Director must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.

1.3 If all cost items are deemed allowable and properly allocable, the Finance Director must proceed through the local government's normal disbursement process.

1.4 If any cost item is deemed unallowable, the Finance Director will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The Finance Director may in their discretion,

and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. Rowan County, NC'S governing board must approve any allocation of other funds for this purpose.

1.5 The Department Director must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

VI. COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages, and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
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Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

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:	Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE:	5/15/2023
SUBJECT:	NC ADM Office of the Courts - MOA - WAVE

Rowan County Facilities Management and Information Technology have reviewed the MOA provided by NC Administrative Office of the Courts (NCAOC) for their expansion project for wireless access for state employees located within the County courthouse. Rowan County Purchasing Director has reviewed the RFP and procurement process followed by NCAOC for compliance and together, all County departments feel the MOA offered by NCAOC for the wiring project would be most advantageous to allow for the overall WAVE project to proceed with minimal disruption for County and State staff.

This project is not to exceed $40,700.00.

Attached is the unsigned memorandum of agreement.

Authorize County Manager to sign the MOA authorizing NCAOC to contract with their awarded wiring vendor to perform cabling needed for the WAVE project in an amount not to exceed $40,700.

ATTACHMENTS:

Description	Upload Date	Type
MOA	4/25/2023	Cover Memo

NORTH CAROLINA
WAKE COUNTY

MEMORANDUM OF AGREEMENT
Cabling for Wireless Internet Equipment

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the **NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS** (NCAOC) and the **COUNTY OF ROWAN** (County), jointly referred to as the Parties and individually as a Party, and is effective as of the date of the last signature below.

WHEREAS, the NCAOC is installing wireless internet in courthouses and other judicial offices in preparation for the rollout of eCourts, which includes electronic case management and access to court documents;

WHEREAS, the NCAOC has contracted with Presidio Networked Solutions, LLC ("Presidio") to provide wireless internet equipment and installation services;

WHEREAS, pursuant to G.S. §§ 7A-302 and 7A-304(a)(2), the County is required to provide adequate physical facilities for the courts, including cabling in courtrooms and judicial offices necessary to operate the wireless internet equipment;

WHEREAS, rather than providing and installing cabling itself, the County seeks to provide funds to the NCAOC for the NCAOC to purchase cabling, as well as cabling installation services, from Presidio for the courtrooms and judicial offices in which wireless internet equipment will be installed; and

WHEREAS the Parties intend for this MOA to govern the County's provision of funding to the NCAOC for the NCAOC to purchase cabling, as well as cabling installation services, from Presidio on behalf of the County.

NOW, THEREFORE, in consideration for the promises made each to the other, the Parties agree as follows:

1. After this MOA is fully executed, the NCAOC will authorize Presidio to install cabling needed for wireless internet equipment in accordance with Appendix A attached hereto, which is incorporated by reference into his MOA, as though fully restated herein.

2. The cabling specifications and pricing for this MOA are listed in Appendix A to this MOA.

3. Upon Presidio's completion of the cabling installation, the NCAOC shall invoice the County for the cabling and Presidio's installation services as set forth in Appendix A. The County shall pay the NCAOC's invoice within sixty (60) days of receipt of the invoice.

4. Either Party may terminate this MOA, with or without cause, upon ninety (90) days' prior written notice to the other Party. After termination of this MOA, the County must continue to

comply with its obligation to pay the NCAOC for cabling, as well as cabling installation services, that have been provided to the County prior to the termination of this MOA. Also, Sections 5, 8, 10, and 11 shall survive the termination of this MOA.

5. The State Auditor shall have access to all persons and records in accordance with G.S. § 147-64.7 and other applicable laws or regulations.

6. Notices, when required to be given in accordance with this MOA, shall be in written form and delivered to the Parties' principal contacts by email, U.S. mail, or personal delivery, addressed as shown below. Any time a Party desires to change its principal contact, a duly authorized representative of that Party shall promptly notify the other Party's principal contact in writing on the Party's letterhead. The initial principal contacts for this MOA are:

NCAOC's Principal Contact	County's Principal Contact
Christopher Aman Network Services Ops. & Admin. Manager Technology Services Division North Carolina Administrative Office of the Courts	Randy Cress Assistant County Manager Rowan County Aaron Chruch County Manager Rowan County
901 Corporate Center Drive Raleigh, NC 27607 E-mail: Christopher.R.Aman@nccourts.org	130 W Inness St. Salisbury, NC 28144 Aaron.church@rowancoutync.gov Randy.cress@rowancountync.gov 704-245-8640

7. The County shall provide the NCAOC with documentation showing that its board of commissioners has delegated authority to the County's signatory, below, to execute this MOA. For clarity, an existing delegation from the board of commissioners to the County's signatory to execute contracts may be provided if its scope is sufficient to authorize the County's signatory to execute this MOA.

8. This MOA shall be governed by the laws of the State of North Carolina without giving effect to principles of conflicts of law. The place of this MOA, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in tort or contract, relating to its validity, construction, interpretation, and enforcement shall be determined.

9. Modification or amendment of this MOA must be made in writing and signed by authorized representatives of both Parties.

10. This MOA and any rights or obligations within this MOA shall not be further assigned, sublicensed, subcontracted, or otherwise transferred by a Party to another individual, partnership, limited partnership, corporation, or any other entity except with written consent of the other Party.

11. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOA shall operate only by and between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOA are intended only to assist the Parties in determining and performing their obligations under this MOA.

12. This MOA may be executed by facsimile or digital signature, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. To the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), this MOA shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same force and legal effect as an original signature.

(Signature page follows.)

IN WITNESS WHEREOF, intending to be bound hereby, this MOA is executed by the undersigned authorized representatives of each Party, effective as of the last date of execution by the Parties hereto. Each individual signing below warrants that he or she is authorized to execute this MOA and bind his or her respective agency to its terms.

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

By: _____ Date: _____

Kesha Howell
NCAOC Chief Operations Officer

COUNTY OF ROWAN

By: _____ Date: _____

Aaron Church
County Manager

Appendix A

General Information			
Client Name	State of North Carolina Administrative Office of the Courts	**Account Manager**	Shawn Alba
Contact Name	Chris Aman	**Solution Architect**	David Oates
Contact Phone	919-890-2010	**Opportunity #**	1001722031068/RQ-1373-3
Contact Address	Trade Accounts Payable PO BOX 2448 Raleigh NC 27602 US	**Date**	7-Nov-2022
Contact Email	Christopher.r.aman@nccourts.org	**Service Title**	**Rowan WAVE Cabling**

Service Information	
Technology Area ☐	- Other: _____
Type of Request	Fixed Fee

Presidio Networked Solutions, LLC ("Presidio") is pleased to provide the following services to State of North Carolina Administrative Office of the Courts ("Client"). This Service Request defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

Project Scope:

- Data/Voice Cabling - Install (35) CAT6 drops
  - Rowan County CH - 35 Drops
- Presidio will travel to each location and install a cable drop for each new AP in the designated locations
- Presidio will perform all work during normal business hours as the discretion of each site
- Cable will follow existing paths. This price does not include drilling through walls, wire molding or conduit installation. Any related work would be considered additional and be subject to additional billing.
  - Price includes all necessary cable support
  - Price includes 24/48 port patch panels as needed
  - Price includes terminations at the end of the cables
  - Price includes patch cable from the patch panel to the switch
  - Price includes all CAT6 cable materials and labor
  - Price does not include renting any special tools such as a scissor lift
  - Presidio would need confirmation of each drop location before work begins
  - Presidio would be informed of on-site contact before arriving on-site
  - POC will make sure the site is ready for the installation, the engineer on-site cannot have extended downtime due to areas not being ready. The expectation is when our resource is on-site he will have access to all the areas needed
  - Extended delays would result in additional charges

Responsibilities

1. Modifications in project scope will necessitate a project change request (PCR).
2. Client has read and agrees with all items contained or omitted within this Service Request.
3. Any items or tasks not explicitly listed as in-scope within this Service Request are considered to be outside of the scope and not associated with this Service Request and price.
4. Client's acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the "Project Completion" form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.

Client Responsibilities

1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan.
2. Client resources and site access must be readily and/or continuously available over the engagement period.

Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget
utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Milestone level tracking
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required (remote)

Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified:

Site Name	Address	City State ZIP	On-Site / Remote Services
Rowan County Complex	210 North Main Street	Salisbury, NC 28144	On site

Price and Payment Terms

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated.

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

Milestone Name	Amount
Rowan County CH WAVE Cabling	$40,700.00
Total	**$40,700.00**

Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

The scope and pricing are valid for 60 days unless otherwise noted.

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:	Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Don Bringle, Director, Parks & Rec
DATE:	4/25/23
SUBJECT:	GRANT APPLICATION: Rowan Wild Request to Apply to NC Science Museum grant

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The North Carolina Science Museum (NCSM) grant cycle is opening on May 1, 2023 with an application deadline of May 31, 2023. Rowan Wild is currently completing its 2-year grant and requests approval to apply for funding during the next cycle. Rowan Wild plans to utilize grant funds to maintain a live animal collection and enhance their habitats, as well as increasing and updating inclusivity with signage to offer multiple languages and ADA accessibility throughout Rowan Wild

Recommendation:
Approve Rowan Wild staff to apply for the North Carolina Science Museum Grant.

ATTACHMENTS:

Description	Upload Date	Type
Sample NCSM Grant Application (2021)	4/25/2023	Backup Material
NCSMG Scope of Work	4/25/2023	Exhibit
NCSMG Budget	4/25/2023	Exhibit

North Carolina Science Museums Grant Program

Sample Information Required for 2021 Application *(additional information may be required)*

Eligibility

Please note, all applicants must meet the following eligibility requirements:

1. The museum must be a science center or museum or a children's museum that is physically located in the State.
2. The museum must be open, operating, and exhibiting science or science, technology, engineering, and math (STEM) education objects to the general public at least 120 days of each year for the past two or more years.
3. The museum must be a municipal or nonprofit organization that is exempt from federal income taxes pursuant to section 501(c)3 of the Internal Revenue Code.
4. The museum has on its staff at least one full-time professional person.
5. The museum's governing body has adopted a mission statement that includes language that shows the museum has a concentration on science or STEM education.

Applicant Profile Information

1. Username: *20-character maximum value*

2. Password: *20-character maximum value*

3. Applicant Name: *20-character maximum value*

4. Museum Name: *50-character maximum value*

5. Type of Institution: *Non-Profit or Municipal Government radio button*

6. Billing Street Address: *50-character maximum value*

7. Billing County: *20-character maximum value*

8. Billing City: *20-character maximum value*

9. Billing State: *Drop down menu*

10. Billing Zip Code: *10-character maximum value*

11. Physical Street Address: *50-character maximum value*

12. Physical County: *20-character maximum value*

13. Physical City: *20-character maximum value*

14. Physical State: *Drop down menu*

15. Physical Zip Code: *10-character maximum value*

16. Museum Director: *20-character maximum value*

17. List the roles and responsibilities of the Museum Director: *250-character maximum value*

18. Contact Person for this application: *20-character maximum value*

19. Contact Phone Number: *11-character maximum value*

20. Contact E-mail: *50-character maximum value*

21. Tax ID number: *20-character maximum value*

22. Website: *50-character maximum value*

23. Previous Calendar year total attendance in the following categories:

    a. *Daily physical attendance on-site 20-character maximum value*

    b. *Special event on-site attendance 20-character maximum value*

    c. *Formal education program participants 20-character maximum value*

    d. *Informal off-site program participants 20-character maximum value*

    e. *Virtual program participation 20-character maximum value*

    f. *Off-site interactions at staffed booths 20-character maximum value*

    g. *Newsletter readers 20-character maximum value*

    h. *Social media reach 20-character maximum value*

24. Mission Statement: *250-character maximum value*

25. Describe how you meet one of the following definitions: Association of Science – Technology Center (ASTC's) definition of a science center (http://www.astc.org/about-astc/about-science-centers/); The International Council of Museum's (ICOM) definition of a museum (http://icom.museum/the-vision/museum-definition/); or Association of Children's Museum (ACM's) definition of a children's museum (https://findachildrensmuseum.org/about/):*1000-character maximum value*

26. List your operational hours for the past two years: *250-character maximum value*

27. Describe your science or science, technology, engineering, and math (STEM) exhibits for the past two years: *1000-character maximum value*

28. Do you have at least one full-time professional employee as defined by the US Department of Labor? *Yes or No radio button*

29. How many full-time professional positions do you have? *50-character maximum value*

30. Are you a 501(c)3? *Yes or No radio button*

31. Did you receive Grassroots funding in 2015? *Yes or No radio button*

32. Provide a description of your most successful partnership activities and how they contributed to your goals: *1000-character maximum value*

33. Describe how you engage your stakeholders in setting Museum goals:

1000-character maximum value

34. Has the applicant institution received an audit in the last two years? *Yes or No radio button*

35. If there was an audit, were there any audit findings? *1000-character maximum value*

36. How many individuals are involved in drafting, authorizing and disbursing a check within the applicant institutions? *10-character maximum value*

37. Briefly describe the procedures the applicant has in place to account for grant funds. *1000-character maximum value*

38. **For All Applicants:** For applicant museums that operate on a fiscal year, the actual operating budget for your most recent fiscal year. For museums that operate on a calendar year, the actual operating budget for the most recent calendar year: *File upload*

39. **For Nonprofit Applicants:** Nonprofit applicants shall submit their:

    a. Annual report *File upload*
    b. Completed State of NC Income Ratio Worksheet (available on the website): *File upload*
    c. Letter of tax-exempt status from the Internal Revenue Service *File upload*
    d. A "Conflict of Interest Policy" addressing conflicts of interest that may arise involving your organization's management, employees, and members of the board of directors *File upload*

    e. A list of the Board of Directors/Trustees *File upload*

40. **For Municipal Government Applicants:** The chief financial officer of each county or municipal government that provides funds for the benefit of the museum shall submit a detailed signed statement of documented costs spent for the benefit of the museum that includes documentation of the name, address, title, and telephone number of the person making the assertion that the museum receives funds from the county or municipality for the benefit of the museum: *File upload*

41. Provide **one** document containing letters of support from each of your partners. Do not submit more than five letters of support: *File upload*

42. Provide a proposed budget narrative for how any and all awarded funds will be used: Previously, applicants were required to submit a budget. However, the program now requires a descriptive budget narrative instead and will only request an official budget when contracts are drafted. *File upload*

43. Provide measurable goals for any activity that will benefit from awarded funds: *File upload*

Rowan Wild at Dan Nicholas Park
6800 Bringle Ferry Rd. – Salisbury, NC 28144

Phone: 704-216-7819 – Fax: 704-216-7972

Scope of Work Description for NC Science Museum Grant Program Funding:
(2016-94, Appropriation Act 2016)

Upon receipt of NCSMG funds, Rowan Wild will utilize these to maintain a live animal collection and enhance their habitats, as well as increasing and updating our inclusivity with signage to offer multiple languages and ADA accessibility throughout Rowan Wild. In addition to our live animal collection, staff will provide educational experiences to the community including programming on site, as well as outreach opportunities to traditionally underserved areas within a 60-mile radius of Rowan Wild, Dan Nicholas Park.

Rowan Wild at Dan Nicholas Park
6800 Bringle Ferry Rd. – Salisbury, NC 28144

Phone: 704-216-7819 – Fax: 704-216-7972

Rowan Wild Proposed Budget NC Science Museums Grant Program

Total Amount Granted: $75,000.00

1. **Educational Supplies/Equipment/Advertisement/Training - $25,000.00**
   - Education program/camp supplies
   - Educational programming/camp advertisement
   - Visitor interactive areas
   - Staff training and development - workshops/seminars/continuing education/certifications/rabies vaccinations

   Measurable Goals: To equip, enhance and promote educational programming and summer camps; to provide funding for staff training and development

2. **Animal exhibits/habitats/supplies/signage/visitor accessibility - $50,000**
   - Exhibit/habitat/supplies facilities/signs maintenance and upgrades

   Measurable Goals: To maintain and make necessary aesthetic and functional improvements to current animal exhibits/habitats/supplies facilities; maintain/upgrade exhibit/habitat signage; improve/maintain visitor accessibility

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:	Sarah Pack, Clerk to the Board
DATE:	5/15/23
SUBJECT:	Consider Approval of the Minutes - 5/1/23

ATTACHMENTS:

Description	Upload Date	Type
05/01/23	5/5/2023	Cover Memo

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

Aaron Church, County Manager
Sarah Pack, 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 May 1, 2023 – 3:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

PRESENT:
Greg Edds, Chairman
Jim Greene, Vice-Chairman
Judy Klusman, Commissioner
Craig Pierce, Commissioner
Mike Caskey, Commissioner (entered where noted)

County Manager Aaron Church, Clerk to the Board Sarah Pack, County Attorney Jay Dees, and Finance Director Anna Bumgarner were also present.

Call to Order

Chairman Edds called the meeting to order at 3:00 p.m. Chaplain Michael Taylor provided the invocation via Zoom videoconferencing software. Chairman Edds lead the Pledge of Allegiance.

Chairman Edds recognized members of the County Leadership Team.

Commissioner Caskey entered at 3:05 p.m.

Consider Additions to the Agenda

Chairman Edds said the following three items will be added to the agenda:

- Additional budget amendments (Added to Consent Item M)
- Grant application request for COPS Grant – Sheriff's Office (Consent Item AC)
- Consider approval of the April 17, 2023, regular meeting minutes (Consent Item AD)

Consider Deletions From the Agenda

Chairman Edds said Consent Item W, Shield-A-Badge with Prayer Awareness Month, will be pulled and placed on a future agenda.

Consider Approval of the Agenda

On motion of Klusman, seconded by Pierce, the Board voted 5-0 to approve the agenda as amended.

DRAFT

Consider Approval of the Consent Agenda

On motion of Klusman, seconded by Pierce, the Board voted 5-0 to approve the Consent Agenda as amended, as follows:

A. Proclamation Recognizing Clerks to the Board of Commissioners Week, as follows:

PROCLAMATION DECLARING
CLERKS TO THE BOARDS OF COUNTY COMMISSIONERS' WEEK
AS APRIL 30 THROUGH MAY 6, 2023, IN ROWAN COUNTY

WHEREAS: It is imperative to the democratic process that a well-informed citizenry participates in the operation of their local government; and

WHEREAS: The office of the Clerk to the Board provides the communication link between the citizens, the local governing body and administrative departments, and local government partners; and

WHEREAS: The position of clerk is one of the oldest in local government, dating at least to biblical times, and whose term has long been associated with the written word; so, it is that modern-day clerks are official recordkeepers for their counties; and

WHEREAS: North Carolina law requires every board of county commissioners to appoint a clerk and the clerk continues in that position "at the pleasure of the board"; and

WHEREAS: The clerk's most significant statutory duties concern the preparation, filing and safeguarding of local government records, but the statutory duties constitute only a portion of what the clerk actually does; and

WHEREAS: The clerk plays a vital role in county government and provides the written record needed to ensure that the board is accountable to the county's citizens and to other public and private officials; and

WHEREAS: The clerk is sometimes described as "the hub of the wheel" in local government because of the central work that the clerk plays in the government's communication network; and

WHEREAS: As local government becomes larger and more complicated, the clerk's role as a professional, dispassionate provider of information to citizens, government officials, and the media becomes more and more important; and

WHEREAS: Clerks have the opportunity to participate in the North Carolina Association of County Clerks, a very active professional association of public officials dedicated to improving the professional competency of clerks through regular regional and statewide educational opportunities; and

WHEREAS: In cooperation with the University of North Carolina at Chapel Hill School of Government and International Institute of Municipal Clerks (IIMC), the North Carolina Association of County Clerks helps to sponsor a nationally recognized, examination-based certification program that culminates in receipt of the designation of Certified Municipal Clerk; and

WHEREAS: In addition, the North Carolina Association of County Clerks and the School of Government sponsor state certification programs leading to the designation of North Carolina Certified County Clerk, as well as opportunities for experienced clerks to obtain the continuing professional education needed to remain state-certified or to earn an advanced Master Clerk designation; and

DRAFT

WHEREAS: In addition to conducting education programs, the North Carolina Association of County Clerks also directly assists clerks on the job with mentoring programs to provide guidance to assist clerks in their day-to-day work; and

WHEREAS: Clerks, upon their own initiative, participate in these certification and education programs, including annual meetings of the North Carolina Association of County Clerks and the International Institute of Municipal Clerks, which not only improve the operation of their office, but through their achievements and awards bring favorable publicity to the counties in which they serve; and

WHEREAS: Clerks are involved at the state level, as well as in potential legislative and other matters of interest; and

WHEREAS: Although clerks work for the boards of county commissioners, they truly provide public service;

NOW, THEREFORE, the Rowan County Board of Commissioners does hereby recognize the week of April 30 through May 6, 2023, as Clerks to the Boards of County Commissioners' Week, and extends our appreciation to our Clerk to the Board, Sarah Pack, and to our Deputy Clerk to the Board, Rebecca Saleeby, and to all County Clerks for the vital services they perform and their exemplary dedication to the county they represent.

B. *Trexler Farm - Lease Renewal*
C. *Rate Increase of 15% to Ground Lease Hangars*
D. *Award Master Service Agreement -REI - Roof Consultation*
E. *Sole-Source Main Street Mission of China Grove*
F. *Sole-Source Clearwater Packaging, Inc. doing business as CPI/Guardian*
G. *Lease Agreement - HG High Road, Inc. 1st Amendment – West End Plaza*
H. *Sole-Source - Carolina CAT*
I. *Facilities Management and Parks Request to Reclassify a Position*
J. *Resolution Supporting Incorporation & Authorization to Join Yadkin-Pee Dee Water Management Group*
K. *Schedule May 15, 2023 Public Hearing for Road Name Changes -Dogwood/Ray Drives*
L. *Sole-Source Richland County Sheriff's Department*
M. *Budget Amendments, including Agenda Additions, as follows:*

Cooperative Extension	*To budget additional revenue and expenses*	*$5,000*
Finance	*To recognize increase in ambulance revenue and expense*	*$100,000*
Finance	*To budget for Woodleaf Park contract*	*$340,000*
Finance	*To Budget for Woodleaf Park Parks and Recreation Trust Fund grant*	*$354,346*
Finance	*To transfer remaining funds needed for Rowan Cabarrus Community College purchase of property*	*$130,248*
Finance	*To reverse BA-03-587 to correct out of balance funds*	*$874,893*
Finance	*To reverse BA-03-586 to correct out of*	*$2,494,030*

DRAFT

	balance funds	
Finance	*To reverse BA-01-823 to correct out of balance funds*	*$3,368,923*
Risk Management	*To increase Risk Management budget for Worker's Compensation Claims and Settlements*	*$390,000*

N. Hangar Policy & Waitlist Procedures
O. Annual Hangar Lease Agreement
P. Randolph & Sons Builders Incorporated -Woodleaf Park - Contract Approval
Q. Sole Source - Patagonia Health Subscription
R. Request to Change Funding Source
S. INTERLOCAL AGREEMENT: Agreement with Spencer for Yadkin River Master Plan
T. Memorandum of Agreement: Agreement with Rowan Cabarrus Community College for Land Purchase for Technology Education Center
U. Public Safety Hangar: Right-of-Way and Permit
V. Sole-Source Dell Computer Corp.
W. Shield a Badge with Prayer Awareness Month
X. Offer to Purchase Gravel Parking Lot
Y. Addendum to the GREAT Grant Agreement
Z. Revised Funding Request – Session Law 2022-74
AA. Temporary Public Art Easement
AB. Revised Juvenile Crime Prevention Council fiscal year 22-23 Funding Plan
AC. Grant application request for COPS Grant – Sheriff's Office (Agenda Addition)
AD. Consider Approval of the April 17, 2023, Regular Meeting Minutes (Agenda Addition)

Public Comment Period

Gary Perry, 3003 Sides Road, is here to support Valerie Steele and the Airport. He said Ms. Steele has done a great job managing the Airport.

Aviation Management Consulting Group

Valerie Steele, Airport and Transit Director introduced David Benner, C.M. (Certified Member), Managing Consultant, and Katie Gainer, C.M., Senior Aviation Analyst, of Aviation Management Consulting Group (AMCG).

Mr. Benner gave background information related to AMCG. He said AMCG was contracted to complete an Airport Assessment, Aeronautical Rent Study, Aeronautical Fee Study, and assist in the development of Primary Management and Compliance Documents (PMCD), Rules and Regulations and Minimum Standards, and updated Airport Advisory Board Bylaws.

Over the past sixteen months AMCG and internal and external Stakeholders have reviewed drafts of the PMCD documents and provided input. The review process included tenant and advisory board meetings as well as an online portal created to anonymously collect feedback. Each comment received was documented and responded to appropriately. Mr. Benner reviewed a timeline of the process thus far.

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Mr. Benner described each aspect of the of the contract and explained each facet of the process. He described relevant rules and regulations pertaining to the Airport.

Commissioner Klusman asked if the Rules and Regulations are driven by the Federal Aviation Administration and Mr. Benner said yes.

Mr. Benner reviewed General Aviation Minimum Standards and PMCDs. He explained the background of the Airport Advisory Body Bylaws and certain parts that were addressed. He also described the Airport Rent Study and provided a handout (Attachment A) before providing recommendations.

He detailed the Airport Fee Study and provided a second handout (Attachment B) before providing recommendations.

Vice-Chairman Greene asked about the impact to long-term leases. Mr. Benner said the long-term leases won't be impacted if the terms of the lease are already set.

Commissioner Klusman asked for clarification regarding fees. Mr. Benner clarified the terms used on Attachment B (shown as handwritten note on the attachment).

Mr. Benner reviewed the recommendations that AMCG proposed.

Chairman Edds asked for clarification regarding the request and Ms. Steele clarified the items that are requested to be adopted for implementation.

Commissioner Caskey asked if there was a reason approval was needed tonight. Ms. Steele said there is no requirement, but it has been a sixteen-month process. Ideally, new rents would be implemented in July to give tenants plenty of notice.

Chairman Edds asked what the major changes regarding the Airport Advisory Body are. Mr. Benner said the purpose of the Body is to help the Commissioners and Ms. Steele to manage the Airport to the benefit of the community. Airports are dynamic. There are public requirements, but if an issue arises that needs to be addressed, the request can come straight to the Board. The Body can support the Airport. Participation needs to be ensured. Chairman Edds said the Airport Advisory Board is highly valued by the Commissioners. He asked Mr. Benner to clarify why he referred to County policy as a weakness. Mr. Benner said there are comments in the airport tenant survey results that say there is wasted steps in the process and the Commissioners will do what they want to do regardless.

Commissioner Pierce said at a recent airport meeting, there was discussion about the purpose of airport hangars. They should be used for aviation; however, many of the tenants were using the hangars as storage. This is an opportunity for tenants to tell the Commissioners what they need. People do not like change. In general, the Advisory does a good job keeping the Commissioners apprised of events and needs. Many of the tenants are at the airport every day. People like that the Commissioners are supporting the airport continuously.

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On motion of Pierce, seconded by Caskey, the Board voted 5-0 to table the vote to approve and adopt the proposed Rules and Regulations, Minimum Standards, Advisory Board Bylaws, and associated forms until the May 15, 2023 meeting.

Public Hearing for SNIA 01-23: Doug Foley

Shane Stewart, Planning and Development Assistant Director said Planning Staff received a Special Non-residential Intensity Allocation (SNIA) request from property owner Doug Foley to build a 12,000 square foot "storage/light manufacturing building" at 195 Nitro Alley, further referenced as Lot 4 in Horsepower Park and Parcel ID 230E-004. Approving this request would allow the project to exceed the administrative allowance of twelve percent built-upon area limitation requirement of the Coddle Creek watershed and allow up to seventy percent built-upon area for the project. A total of ten percent of the watershed acres may be removed from the twelve percent limitation and permit up to seventy percent coverage. He showed a site plan and other maps of the site.

Mr. Stewart reviewed the Land Use Plan recommendations. The subject parcel totals 1.09 acres. The proposed building is similarly sized to other lots in the IND zoned parks in the vicinity and proportionate to the lot size. Prior to establishing Horsepower Park, the 12 ½ acre property was rezoned to IND on February 19, 2018, creating the intension of future requests for the allocation. Current non-residential zoned acreage in Coddle Creek is well under the available allocation acreage. Site is located within a Commercial/Industrial area noted on the future land use map. In addition to the 2018 rezoning, Horsepower Park was developed in 2021 and has received two (2) SNIA approvals to date – both of which were under the former administrative review process.

At 4:08 p.m. Chairman Edds opened the Public Hearing and closed it after no one wished to speak.

On motion of Edds, seconded by Pierce, the Board voted 5-0 that SNIA 01-23 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the West Rowan Land Use Plan with the Watershed Overlay based on the following:

1) It allows for the parcel to be used consistently with other surrounding parcels.
2) It increases the tax base and job creation.
3) It is below the maximum allowable threshold.
4) It is located within a commercial/industrial park, which is strongly recommended in the Watershed Overlay.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve SNIA 01-23.

Public Hearing for ZTA 01:23: Agritourism Text

Ed Muire, Planning and Development Director, said Zoning Text Amendment (ZTA) 01-23 is a text amendment request submitted by Rowan County Tourism Development Authority suggesting the County review its zoning ordinance and consider amending its policies applicable to allowing drinking places such as "bars" at agritourism sites. Background information was presented at the April 17, 2023, meeting.

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Although the request from TDA requested alcohol on-site sales and consumption at agritourism sites, Staff has expanded this amendment to include some customary retail trade and service businesses that may provide additional revenue related opportunities for agritourism sites. As a whole, bars and these additional uses are proposed for inclusion in the Agricultural Overlay district. Mr. Muire reviewed the proposed amendments.

Commissioner Pierce asked for clarification regarding the requirements of the farm. Mr. Muire said Planning and Development will work with Cooperative Extension to prepare a report to submit to the Planning Board and subsequently the Board of Commissioners.

County Attorney Jay Dees explained the uses that may need to be distinguished from typical use. This text proposal seeks to set apart uses that need special standards. Mr. Muire said this text amendment would allow for enforcement.

Mr. Muire said text is not set in stone; text amendments occur all the time.

At 4:27 p.m. Chairman Edds opened the Public Hearing.

James Meachum, 204 East Innes Street, Salisbury, said this is a strong middle ground that presents options. This gives opportunities to generational farms. There is no requirement of any bona fide farms to do this but gives them the option for diversifying and obtaining additional revenue. This text amendment offers protection to farms while allowing them to grow.

Hearing no further comments, Chairman Edds closed the Public Hearing at 4:30 p.m.

On motion of Pierce, seconded by Greene, the Board voted 5-0 that ZTA 01-23 is consistent with the West Rowan Land Use Plan, the East Rowan Land Use Plan and the Rowan County Working Agricultural Land Plan and is reasonable and appropriate based on the following:

1) *It creates a Legislative Process*
2) *Supports measures to protect and promote working forest and farmland*
3) *Encourages agribusiness and natural resources as related to the industry*
4) *Encourages entrepreneurship in our community*

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve ZTA 01-23.

Public Hearing for Incentive Agreement: Macy's

Scott Shelton, Rowan Economic Development Corporation (EDC) Vice President, said on 18, 2022, the Board of Commissioners approved an incentive grant to Macy's, Inc. (Macy's) based on 2,500 full-time jobs, 2,600 part-time jobs and an investment of $584.3 million to build a 1.4 million square foot distribution center in Rowan County. This was the largest economic development announcement in the County's history.

Since this announcement, Macy's has finalized its payroll and capital investment plans for the new facility to reflect current market conditions and technological advances. Upon finalizing these plans, the company has informed the Rowan EDC of the following changes to the project's

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scope: The Company will create 1,317 full-time jobs, 383 part-time jobs, and 2,260 seasonal jobs by the end of 2030. With these revised numbers the project still retains its status as the largest announcement in the County's history. Although total job creation will decrease, the average salary for these new full-time jobs will rise nearly 19%, from $37,607 to $44,610. In addition, Macy's has informed the EDC that their total capital investment in the project will increase from $584.3 million to $640.6 million.

The Board approved a fifteen-year incentive grant for the project equal to 80% of new taxes paid for both real and personal property. It was estimated that the project, based on the $584.3 million investment, would directly generate approximately $34 million in total tax revenue for the County during the incentive period. The total value of the incentive grant for Macy's was estimated to be $27.2 million, which would result in approximately $6.8 million in net tax revenue to the County during the incentive period.

With these changes in the project's scope, Macy's has requested a modification of the originally approved incentive terms. This modification would be a reduction of the incentive grant percentage from 80% to 70%. The length of the incentive term would remain at fifteen years. The approximately $56.3 million in increased capital investment by Macy's will generate a larger amount of tax revenue, resulting in a corresponding increase in both the incentive grant amount and the County's net tax revenue despite a reduction of grant percentages.

It is now estimated that the project will generate approximately $41.5 million in total tax revenue to the County by FY 38-39. Under Macy's proposed grant revision, the company would receive approximately $29.1 million in incentives during this period. This would result in the County receiving approximately $12.4 million in net tax revenue during the incentive period, which is an increase of approximately $5.6 million when compared to the original project parameters.

Mr. Shelton said the representatives from Macy's asked for the draft agreement to be pulled from the agenda and considered at a future meeting.

Chairman Edds said Macy's is using a different designer to add significantly more technology which is causing the increase, but it is more efficient which is affecting the projected number of employees. A labor study has shown that wages will need to be raised which is a good thing for the county. Management teams will be needed, but local colleges are involved to produce a training program for management.

Mr. Shelton said changes have been made from the original plan. There will also be an increase in real property investment. This is good news for the County.

Vice-Chairman Greene said Macy's has stated they want to be good corporate citizens and invest in the community.

At 4:41 p.m. Chairman Edds opened the Public Hearing and closed it after no one wished to speak.

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On motion of Edds, seconded by Pierce, the Board voted 5-0 to approve the revised incentive terms of the Incentive Agreement with Macy's, Incorporated.

Financial Reports

Finance Director Anna Bumgarner presented the financial reports. She compared annual cumulative expenditures, with 2023 totaling $119,240,542 for March. Annual cumulative revenue is up for 2023, with $159,207,529 for March. In February, the annual cumulative property tax for 2023 was $88,955,417. In December 2022, the annual cumulative sales tax was $18,403,121 with a projected amount of $20,720,497 for December 2023. Ms. Bumgarner compared monthly sales taxes from 2020 to 2023.

Commissioner Klusman asked if a total assessed value of properties in the county was available. Ms. Bumgarner said it was approximately $18.7 billion.

Chairman Edds said three percent of property owners have appealed. Less than 100 have moved on to the Board of Adjustment.

Ms. Bumgarner said on September 19, 2022, the Rowan County Board of Commissioners adopted an Investment Policy for Rowan County that includes providing a quarterly investment report to the Board. Per the policy this report shall summarize the investment activities in the most recent quarter and comment on anticipated investments in the next quarter. Since this is the first year that reports are being provided to the Board, I will include an overview of activities going back to July 1, 2022.

The County has decided to be conservative in the purchase of investments and at this time will no longer be investing in commercial paper. Currently the County has 43.7% invested in Treasury Bill, Notes or Government Agencies, 53.1% of its total portfolio in North Carolina Capital Management Trust (NCCMT) and the remaining 3.2% in money market instruments. With the change in the market the County's investment portfolio has improved for the quarter ended March 31, 2023, 138 basis points higher than June 30, 2022. Year to date interest earnings total $2,485,213 as rates continued to increase. Finance has mainly invested in shorter terms as the interest rates have been better in the 6 to 12-month range. In June 2022, the County was receiving rates around 2.5%, and as of March we have a few investments with rates over 5%.

Board Appointments

On motion of Pierce, seconded by Caskey, the Board voted 5-0 to appoint John Evans, Aaron Mini, and Connie McClain to the three available County seats on the Ellis Cross Country Volunteer Fire Department Fire Commissioners.

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to appoint Jocelyn William to the Mental Health seat, Ryan Bravo to the Youth Under the Age of 21 seat, R. Todd Wyrick to the General Public seat, and Beth Dixon to the Chief District Court Judge Seat on the Juvenile Crime Prevention Council.

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On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Kyler Eagle and Richard Terrell, Sr. to the two available ETJ seats on the Town of Rockwell Planning and Zoning – ETJ.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Tim Moore, Adam Taylor, and Kay Gregory to the three available County seats on the Woodleaf Volunteer Fire Department Fire Commissioners.

Adjournment

At 4:48 p.m., on motion of Pierce, seconded by Klusman, the Board voted 5-0 to adjourn.

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Sarah Pack, NCCCC
Clerk to the Board

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AMCG
Aviation Management
Consulting Group

Airport Rent Study Comparison

Rowan County

Mid-Carolina Regional Airport

April 20, 2023

Table 1: Hangar 1 – Hangar 35

Rental Rate Comparison													
Identification	Component	Door Basis	Size (SF)	County Current Rent				AMCG Market Rent Opinion				Percent Change
				Rent Type	PU/MO	PSF/YR	Annual Rent	Rent Type	PU/MO	PSF/YR	Annual Rent	
Hangar 1	Executive Hangar	Open	1,580	Improvement	$174.00	$1.32	$2,088.00	Improvement	$421.33	$3.20	$5,056.00	142%
Hangar 2		Open	1,394	Improvement	$153.00	$1.32	$1,836.00	Improvement	$371.73	$3.20	$4,460.80	143%
Hangar 3		Open	1,394	Improvement	$153.00	$1.32	$1,836.00	Improvement	$371.73	$3.20	$4,460.80	143%
Hangar 4		Open	1,394	Improvement	$153.00	$1.32	$1,836.00	Improvement	$371.73	$3.20	$4,460.80	143%
Hangar 5		Open	1,836	Improvement	$201.00	$1.31	$2,412.00	Improvement	$489.60	$3.20	$5,875.20	144%
Hangar 6		Open	2,057	Improvement	$226.00	$1.32	$2,712.00	Improvement	$548.53	$3.20	$6,582.40	143%
Hangar 7		Open	1,638	Improvement	$181.00	$1.33	$2,172.00	Improvement	$436.80	$3.20	$5,241.60	141%
Hangar 8		Open	1,638	Improvement	$181.00	$1.33	$2,172.00	Improvement	$436.80	$3.20	$5,241.60	141%
Hangar 9		Open	1,804	Improvement	$198.00	$1.32	$2,376.00	Improvement	$481.07	$3.20	$5,772.80	143%
Hangar 10		Open	2,310	Improvement	$174.00	$0.90	$2,088.00	Improvement	$616.00	$3.20	$7,392.00	254%
Hangar 11		Open	2,783	Improvement	$305.00	$1.32	$3,660.00	Improvement	$742.13	$3.20	$8,905.60	143%
Hangar 12a/12b		Open	2,539	Improvement	$278.00	$1.31	$3,336.00	Improvement	$677.07	$3.20	$8,124.80	144%
Hangar 13a/13b		Open	2,530	Improvement	$278.00	$1.32	$3,336.00	Improvement	$674.67	$3.20	$8,096.00	143%
Hangar 14a/14b		Open	2,530	Improvement	$278.00	$1.32	$3,336.00	Improvement	$674.67	$3.20	$8,096.00	143%
Hangar 15		Open	2,530	Improvement	$278.00	$1.32	$3,336.00	Improvement	$674.67	$3.20	$8,096.00	143%
Hangar 16a/16b		Open	2,530	Improvement	$278.00	$1.32	$3,336.00	Improvement	$674.67	$3.20	$8,096.00	143%
Hangar 17		Open	2,475	Improvement	$272.00	$1.32	$3,264.00	Improvement	$660.00	$3.20	$7,920.00	143%
Hangar 18		Enclosed	3,648	Improvement	$800.00	$2.63	$9,600.00	Improvement	$1,352.80	$4.45	$16,233.60	69%
Hangar 19		Enclosed	3,648	Improvement	$725.00	$2.38	$8,700.00	Improvement	$1,428.80	$4.70	$17,145.60	97%
Hangar 20		Enclosed	3,648	Improvement	$1,363.00	$4.48	$16,356.00	Improvement	$1,428.80	$4.70	$17,145.60	5%
Hangar 21		Enclosed	3,648	Improvement	$750.00	$2.47	$9,000.00	Improvement	$1,428.80	$4.70	$17,145.60	91%
Hangar 22		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 23		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 24		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 25		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 26		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 27		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 28 (Boss Aviation)	Community Hangar	Enclosed	6,800	Improvement	$2,373.93	$3.08	$28,487.16	Improvement	$3,456.67	$6.10	$54,887.50	93%
	Office		950						$542.29	$6.85		
	Shop/Storage		1,500						$575.00	$4.60		
Hangar 29 (Food Lion)	Community Hangar	Enclosed	10,000	Improvement	N/A	N/A	N/A	Improvement	$4,666.67	$5.60	$90,860.00	N/A
	Office		4,200						$2,905.00	$8.30		
Hangar 30	Improved Land	N/A	5,875	Land	$105.38	$0.22	$1,264.56	Land	N/A	$0.35	$2,056.17	63%
Hangar 31	Improved Land	N/A	8,408	Land	$150.82	$0.22	$1,809.84	Land	N/A	$0.35	$2,942.80	63%
Hangar 33 (Heli-1 Corporation)	Community Hangar	Enclosed	15,000	Improvement	$1,751.00	$1.09	$21,012.00	Improvement	$5,375.00	$4.30	$102,300.00	387%
	Office		4,200						$3,150.00	$9.00		
Hangar 34 (Retail)	Community Hangar	Enclosed	15,000	Improvement	$1,453.88	$1.15	$17,446.56	Improvement	$5,375.00	$4.30	$65,580.00	276%
	Office		120						$90.00	$9.00		
Hangar 35 (SouthTec)	Community Hangar	Enclosed	6,000	Land	$333.11	$0.27	$3,997.32	Improvement	$3,150.00	$6.30	$92,500.00	N/A
	Office		3,600						$2,490.00	$8.30		
	Shop/Storage		1,600						$613.33	$4.60		
	Shop/Storage		3,600						$1,455.00	$4.85		

Table 2: Hangar 40 – Hangar 69

Rental Rate Comparison												
Identification	Component	Door Basis	Size (SF)	County Current Rent				AMCG Market Rent Opinion				Percent Change
				Rent Type	PU/MO	PSF/YR	Annual Rent	Rent Type	PU/MO	PSF/YR	Annual Rent	
Hangar 40	Medium T-Hangar	Enclosed	1,085	Improvement	$279.00	$2.67	$3,348.00	Improvement	$345.00	$3.82	$4,883.60	46%
	T-Hangar Storage		169						$61.97	$4.40		
Hangar 41	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 42	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 43	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 44	Medium T-Hangar	Enclosed	1,085	Improvement	$289.00	$2.35	$3,468.00	Improvement	$345.00	$3.82	$5,860.40	69%
	T-Hangar Storage		391						$143.37	$4.40		
Hangar 45	Medium T-Hangar	Enclosed	1,085	Improvement	$279.00	$2.67	$3,348.00	Improvement	$345.00	$3.82	$4,883.60	46%
	T-Hangar Storage		169						$61.97	$4.40		
Hangar 46	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 47	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 48	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 49	Medium T-Hangar	Enclosed	1,085	Improvement	$302.50	$2.46	$3,630.00	Improvement	$345.00	$3.82	$5,860.40	61%
	T-Hangar Storage		391						$143.37	$4.40		
Hangar 50	Medium T-Hangar	Enclosed	1,085	Land	$10.00	$0.10	$120.00	Improvement	$345.00	$3.82	$4,883.60	N/A
	T-Hangar Storage		169						$61.97	$4.40		
Hangar 51	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 52	Medium T-Hangar	Enclosed	1,085	Land	$10.00	$0.11	$120.00	Improvement	$345.00	$3.82	$4,140.00	N/A
Hangar 53	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 54	Medium T-Hangar	Enclosed	1,085	Improvement	$289.00	$2.35	$3,468.00	Improvement	$345.00	$3.82	$5,860.40	69%
	T-Hangar Storage		391						$143.37	$4.40		
Hangar 55	Medium T-Hangar	Enclosed	1,085	Improvement	$279.00	$2.67	$3,348.00	Improvement	$345.00	$3.82	$4,883.60	46%
	T-Hangar Storage		169						$61.97	$4.40		
Hangar 56	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 57	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 58	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 59	Medium T-Hangar	Enclosed	1,085	Land	$10.00	$0.08	$120.00	Improvement	$345.00	$3.82	$5,860.40	N/A
	T-Hangar Storage		391						$143.37	$4.40		
Hangar 60	Large T-Hangar	Enclosed	1,452	Improvement	$315.00	$2.24	$3,780.00	Improvement	$460.00	$3.80	$6,545.20	73%
	T-Hangar Storage		233						$85.43	$4.40		
Hangar 61	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 62	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 63	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 64	Large T-Hangar	Enclosed	1,452	Improvement	$342.00	$2.08	$4,104.00	Improvement	$460.00	$3.80	$7,821.20	91%
	T-Hangar Storage		523						$191.77	$4.40		
Hangar 65	Large T-Hangar	Enclosed	1,452	Improvement	$315.00	$2.24	$3,780.00	Improvement	$460.00	$3.80	$6,545.20	73%
	T-Hangar Storage		233						$85.43	$4.40		
Hangar 66	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 67	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 68	Large T-Hangar	Enclosed	1,476	Improvement	$289.00	$2.35	$3,468.00	Improvement	$460.00	$3.74	$5,520.00	59%
Hangar 69	Large T-Hangar	Enclosed	1,452	Improvement	$342.00	$2.08	$4,104.00	Improvement	$460.00	$3.80	$7,821.20	91%
	T-Hangar Storage		523						$191.77	$4.40		

Table 3: Land, Apron, and Vehicle Parking

Rental Rate Comparison													
Identification	Component	Door Basis	Size (SF)	County Current Rent				AMCG Market Rent Opinion				Percent Change
				Rent Type	PU/MO	PSF/YR	Annual Rent	Rent Type	PU/MO	PSF/YR	Annual Rent	
Area A	Improved Land		Up to 49,000	N/A				Improved Land	N/A	$0.35	N/A	
			50,000 to 249,999							$0.30		
			250,000 to 1,000,000							$0.35		
			1,000,000 and greater							$0.25		
Area B Area C			Up to 49,000	N/A					N/A	$0.35	N/A	
			50,000 to 249,999							$0.35		
			250,000 to 1,000,000							$0.40		
			1,000,000 and greater							$0.25		
Area D			Up to 49,000	N/A					N/A	$0.35	N/A	
			50,000 to 249,999							$0.35		
			250,000 to 1,000,000							$0.40		
			1,000,000 and greater							$0.25		
Area A	Asphalt Apron		Up to 99,999	N/A				Asphalt Apron	N/A	$0.50	N/A	
			100,000 and greater							$0.53		
Area B Area C			Up to 99,999	N/A					N/A	$0.55	N/A	
			100,000 and greater							$0.55		
N/A	Vehicle Parking		Up to 99,999	N/A				Vehicle Parking	N/A	$0.43	N/A	
			100,000 and greater							$0.40		

VII. AERONAUTICAL FEE SCHEDULE

Mid-Carolina Regional Airport
Aeronautical Fee Schedule
Calendary Year 2023

TYPE OF FEE		FEE		
Fuel Flowage Fee				
County Retail Fueling				$0.20
Non-Commercial Self-Fueling				$0.20
Transient Aircraft Handling Fee				
All Transient Aircraft (waived with fuel purchase)				
Single-Engine Piston				$35.00
Multi-Engine Piston				$35.00
Turboprop				$200.00
Jet				$35.00
Helicopter				$35.00
Aircraft Parking Fee				
Aircraft Type		Daily (4 to 12 hours)*	Overnight (more than 12 hours per day)	Monthly
Single-Engine Piston		$15.00	$20.00	$120.00
Multi-Engine Piston		$19.00	$25.00	$150.00
Jet ~~*Turboprop**~~		$38.00	$50.00	$300.00
Helicopter ~~*Jet*~~		$19.00	$25.00	$150.00
Other ~~*Helicopter*~~		$19.00	$25.00	$150.00
Aeronautical Permit Fee				
Aircraft Maintenance Operator				$750.00
Avionics or Instrument Maintenance Operator				$750.00
Aircraft Rental or Flight Training Operator				$750.00
Aircraft Charter or Aircraft Management Operator				$750.00
Aircraft Sales Operator				$750.00
Other Commercial Aeronautical Activities				$750.00
Temporary Specialized Aviation Service Operator				$750.00
Self-Fueling Permittee				$750.00

* Aircraft parking less than 4 hours not charged an Aircraft Parking Fee

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:	4/27/2023
SUBJECT:	FAA Lease for Remote Transmitter Receiver Equipment

In the early 1990s, the Federal Aviation Administration installed radio equipment at the airport called a Remote Transmitter Receiver (RTR). This equipment allows aircraft to communicate with air traffic control, such as to pick up instrument flight clearances, prior to taking off. The FAA would like to enter a new lease with the Airport (County) at the rate of $25 per month for 35sqft of storage space for this equipment. The term of the lease will be through September 30, 2033.

Approve the lease for the FAA Radio Transmitter Receiver equipment. Three hard copies with wet ink signatures will need to be sent back to the FAA for their signatures and execution of the agreement.

ATTACHMENTS:

Description	Upload Date	Type
FAA Lease Remote Transmitter Receiver	4/27/2023	Exhibit

ANTENNA & EQUIPMENT SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
ROWAN COUNTY

FAA CONTRACT NO: 69435Z-23-L-00063
ATID/FACILITY TYPE: (RUQ) Remote Transmitter Receiver (RTR)
LOCATION: Salisbury, North Carolina

1. **Preamble (09/2021) 6.1.1**

   This Lease for real property is hereby entered into by and between Rowan County, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1**

   For purposes of this document, the following definitions apply;

   Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

   Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittor, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

   Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

   Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2**

   This contract succeeds Contract No. DTFAEN-14-L-00008 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3**

   Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Leased Space Description (07/2022) 6.1.4**

The Lessor hereby leases to the Government the following described premises;

Approximately 35 square feet (sf) of net-useable space located in the Storage Room on the 1st floor of the Terminal Building, Mid-Carolina Regional Airport, Salisbury, North Carolina. The space is required for a Remote Transmitter Receiver (RTR) facility.

The Lessor shall provide sufficient number of reserved off-street parking spaces at no additional cost to the Government. With respect to compliant accessible parking spaces, see the "Accessibility" clause.

6. **Purpose (09/2021) 6.1.5**

It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

7. **Legal Authority (09/2021) 6.2.1**

This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. **Term (09/2021) 6.2.3**

To have and to hold, for the term commencing on October 1, 2023 and continuing through September 30, 2033 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

9. **Consideration (09/2021) 6.2.4**

A. The Government shall pay annual rent, payable in MONTHLY installments in the amount of $25.00.
B. Payments shall be made in arrears without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.
C. Payment shall be made in full to: COUNTY OF ROWAN

10. **Termination (01/2023) 6.2.5**

The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

11. **Excuse (09/2021) 6.2.5-3**

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
B. Permissible causes for excuse are:
i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
ii. acts of the public enemy,
iii. acts of the Government in either its sovereign or contractual capacity,
iv. pandemic, epidemic, or quarantine restrictions,
v. strikes, and
vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
C. Excuse will not be granted when:
i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
ii. the conditions of the property prevent performance;
iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

12. **Binding Effect (09/2021) 6.2.6**

The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. **Holdover (09/2021) 6.2.12**

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0**

This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

A. **Officials Not To Benefit (09/2021) 6.3.0-2**
B. **Assignment of Claims (09/2021) 6.3.0-3**
C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
D. **Contingent Fees (09/2021) 6.3.0-5**

15. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6**

The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties and memorialized in a Supplemental Agreement.

16. **Changes (09/2021) 6.3.8**

A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
i. Work or services;
ii. Facilities or space layout;
iii. Amount of space/land;
iv. Any other change made within the scope of this lease.
B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
i. An equitable adjustment in the rental rate;
ii. A lump sum equitable adjustment;
iii. An equitable adjustment of the annual operating costs per rentable square foot; or
iv. An adjustment to the delivery date.
C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment. Failure to reach agreement on any adjustment constitutes grounds for dispute under the Contract Disputes clause.
D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.
E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

17. **Failure in Performance (09/2021) 6.3.16**

In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:
A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,
B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to

approximate the decreased value of the Contract arising from the Contractor's failure to perform, or C. pursue termination of the contract under the "Termination" clause(s) in this Contract.

18. **No Waiver (09/2021) 6.3.17**

No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

19. **Non-Restoration (09/2021) 6.3.18**

It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

20. **Quiet Enjoyment (09/2021) 6.3.25**

The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

21. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26**

If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenantable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.

22. **Delivery and Condition (09/2021) 6.3.27**

Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.

23. **Interference (09/2021) 6.3.28**

In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
Notification under this clause must include the following information, if known:
A. type of interference,

B. the commencement date of the interference, and
C. the root cause of the interference.

24. **Alterations (09/2021) 6.3.29**

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

25. **Hold Harmless (09/2021) 6.3.30**

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

26. **Compliance with Applicable Laws (09/2021) 6.3.31**

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor’s expense. This Lease shall be governed by federal law.
The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

27. **Examination of Records (09/2021) 6.3.32**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor’s directly pertinent books, documents, paper, or other records involving transactions related to this contract.

28. **Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this

contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

29. **Change of Ownership/Novation (10/2022) 6.3.34-1**

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.

B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.

D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.

E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the

Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards", and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

30. **Sublease (09/2021) 6.3.35**

The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.

31. **Integrated Agreement (09/2021) 6.3.36**

This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

32. **Unauthorized Negotiating (09/2021) 6.3.37**

In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

33. **Inspection of Leased Premises (09/2021) 6.3.38**

To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:

A. inspect the leased premises and all other areas of the building to which access is necessary,

B. test all performance requirements under the contract, and

C. perform any necessary sampling and evaluation to ensure contract compliance.

If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any

contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

34. **Contract Disputes (09/2021) 6.3.39**

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
C. Contract disputes are to be in writing and shall contain:
i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
ii. The contract number and the name of the Contracting Officer;
iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
iv. All information establishing that the contract dispute was timely filed;
v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
vi. The signature of a duly authorized representative of the initiating party
D. Contract disputes shall be filed at the following address:
i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at http://www.faa.gov.

35. **Organizational Conflict of Interest (01/2023) 6.3.47**

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

36. **System for Award Management - Real Property (04/2022) 6.4.1-1**

(a) Definitions. As used in this clause:
"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.
"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
“Unique Entity Identifier (UEI)” (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing Unique Entity Identifiers.
“Electronic Funds Transfer indicator” means a 4-characher suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
“Contractor” is synonymous with “Offeror” “Lessor” or “Grantor” for real property leases, easements, or other contracts.

(b)(1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment of any contract.
(2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.
UEI: GCB7UCV96NW6
(c) If the Contractor does not have a UEI, it should contact www.sam.gov directly to obtain one. The Contractor should be prepared to provide the following information:
(1) Company* legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and Zip Code.
(4) Company Mailing Address, City, State and Zip Code (if separate from physical).
(5) Company Telephone Number.
(6) Date the company was started.
(7) Number of employees at your location.

(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to www.sam.gov.

(d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i)If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;
(B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
(C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims.

Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.
(h) Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.sam.gov or by calling 866-606-8220.
PRESCRIPTION: Insert in all leases or easements or supplemental agreements to existing leases or easements unless the FAA has granted a waiver from the use of SAM. Must be used in conjunction with 6.4.2-1 Payment by Electronic Funds Transfer- System for Award Management. NOTE: If the FAA has granted a waiver from the use of SAM, use clause 6.4.1 "System for Award Management (SAM Waiver)" and REMOVE this clause.

37. **Payment by Electronic Funds Transfer- System for Award Management (09/2021) 6.4.2-1**

A. Method of payment.
i. Unless waived by the RECO, all payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (A)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
ii. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:
a. Accept payment by check or some other mutually agreeable method of payment; or
b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (D) of this clause).
B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor must be responsible for providing the updated information to the SAM database.
C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
D. Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
E. Liability for uncompleted or erroneous transfers.
i. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for
a. Making a correct payment;
b. Paying any prompt payment penalty due; and
c. Recovering any erroneously directed funds.
ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction

instruction to the Federal Reserve System, and
a. If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
b. If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph (D) of this clause will apply.
F. EFT and prompt payment. A payment will be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register separately in the SAM database and will be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
I. Payment information. The payment or disbursing office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (A) of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

38. **Work Performance (09/2021) 6.5.2**

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.

39. **Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18**

The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

40. **Doors (09/2021) 6.6.1**

Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.

41. **Display Advertising (09/2021) 6.6.7**

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.

42. **Erection of Signs (07/2022) 6.6.8**

The Government has the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility or to post Government policies, rules, and regulations. Signs so erected will remain the property of the Government and will be removed from the premises upon termination of the lease.

43. **Seismic Safety for Equipment (09/2021) 6.6.12**

All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.

44. **Services, Utilities, and Maintenance of Premises (10/2022) 6.7.1-1**

The Lessor will maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. Utility and maintenance services supplied to space that houses technical equipment will be supplied 24 hours per day, seven days per week.

The Government has unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the access to and use of electrical services, toilets, and lights at no additional cost. Such access allows the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion. The Government has the right to use appurtenant areas and facilities for essential duties.

In addition to such other services as are set forth elsewhere in this Contract, the Lessor will provide the following:
A. Electricity
B. Initial and replacement lamps, tubes and ballasts
C. HVAC 68 to 74 degrees Fahrenheit

D. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government

45. **Utilities not provided by the Lessor (10/2022) 6.7.1-2**

If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are not included. For those utilities that are not included as part of the rental consideration, the Lessor will provide separate meters for utilities to be paid for by the Government. Proration is not permissible. Prior to occupancy by the Government, the Lessor will furnish the RECO written verification of the meter numbers and certification that these meters will measure FAA usage only. The Lessor will notify the RECO of any changes in meter numbers or meter configuration during FAA occupancy.

46. **Fall Protection (09/2021) 6.8.4**

The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

47. **Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5**

The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
B. 29 CFR 1926, Safety and Health Standards (Construction)
C. National Fire Protection Association (NFPA) 101, Life Safety Code
D. FAA Order 3900.19, FAA Occupational and Health Policy
E. FAA Standard HF-STD-001, Human Factors Design Standard
F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
G. Local and state EOSH regulations
H. Local and state fire codes and building codes.
Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard shall be marked

with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

48. **Warranty of Space (09/2021) 6.8.13** The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).

49. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (04/2022) 6.9.5**

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A.17.e.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.17.e. This prohibition applies to an

entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

50. **Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1**

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.
(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.
(c) Representations.

1. The offeror represents that it _____ does, X does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, X does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

51. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2**

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:
(a) Definitions. As used in this provision--
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity

that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [ ] will, [X] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [ ]does, [X]does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—
(1) For covered equipment
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment
(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.
(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52. **Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021) 6.9.6**

a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.
b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;
2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;
3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another

Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.

4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.

5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.

6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-

a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;

b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);

c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or

d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:

i. Non-public information from an official FAA data network or information;
ii. Imagery;
iii. Technical specifications;
iv. Trade secrets;
v. Proprietary information;
vi. Sensitive Security Information (SSI); and
vii. Any other SUI

e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.
7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:
a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;
e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
g) Solicitation by any person of FAA information for which they do not meet the applicable access

requirements or that is outside the scope of their official duties;
h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and
i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.
c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.
d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

53. **Notices (09/2021) 6.10.1**

All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:	TO THE GOVERNMENT:
Rowan County Mid-Carolina Regional Airport 3670 Airport Loop Salisbury, NC 28147	Federal Aviation Administration Real Estate & Utilities Group, AAQ-910 1701 Columbia Avenue, 4th Floor College Park, Georgia 30337-2714

54. **Signature Block (09/2021) 6.10.3**

This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

ROWAN COUNTY

By: _____

Aaron Church

County Manager

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Christopher A. Barnhill

Real Estate Contracting Officer

Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	CERTIFICATE OF ACKNOWLEDGMENT	N/A	1
2	PUBLIC AUTHORIZATION CERTIFICATE	N/A	1

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2023, before me, _____
the undersigned Notary Public, personally appeared **Aaron Church**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he executed the same for the purposes therein contained.

_____

Notary Public Signature

Affix Seal

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF _____

On this _____ day of _____, 2023, before me, _____
the undersigned Notary Public, personally appeared **Christopher A. Barnhill ,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he executed the same for the purposes therein contained.

_____

Notary Public Signature

Affix Seal

PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 2023, I _____ certify that I am the _____ of the **Rowan County** named in the attached agreement; that **Aaron Church ,** who signed said agreement on behalf of the **Rowan County** is **County Manager** of said **Rowan County**; and that said agreement was duly signed for and on behalf of **Rowan County** by authority of its governing body, and is within the scope of its powers.

Signed _____

**Note: the individual signing this certification cannot be the same person who signed the contract.*

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Alyssa Harris, Public Health Director
DATE:	May 1, 2023
SUBJECT:	Rowan County Health Department - Environmental Health Audit

---

The Rowan County Health Department (RCHD) continuously assesses departments for quality assurance and quality improvement. Each Rowan County Health Department program is audited during the North Carolina Local Health Department Accreditation cycle. The Environmental Health On-site Water Protection program (OSWP) was last assessed in January 2020. The RCHD found it appropriate to request a mid-cycle audit from the North Carolina Department of Health and Human Services – Division of Public Health

The Rowan County Board of Health reviewed this Audit to provide feedback to the Health Director during the May 9th Board of Health meeting.

Rowan County Public Health respectfully requests the Board of Commissioners to review the 2023 audit, Memo, and Email correspondence with NC DHHS Environmental Health staff as presented.

ATTACHMENTS:

Description	Upload Date	Type
Memo - RCHD Environmental Health_OSWP Audit	5/1/2023	Backup Material
RCHD EH OSWP Audit - 2019	5/1/2023	Backup Material
RCHD EH OSWP Audit - 2023	5/1/2023	Backup Material
Email Correspondence with Teresa Davis_April 2023	5/1/2023	Backup Material
Email Correspondence with Scott Greene - Regional Soil Scientist_May 2023	5/4/2023	Backup Material
Email Correspondence with Scott Greene - Regional Soil Scientist_May 2023_Pt2	5/4/2023	Backup Material

Alyssa L. Harris, MPH
Public Health Director

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

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

MEMO

To: Rowan County Board of Commissioners
CC: Aaron Church, County Manager
From: Alyssa Harris, Public Health Director
Date: April 18, 2023
Re: Rowan County Health Department – Environmental Health On-site Water Protection Program Voluntary Audit

Situation:
The Rowan County Health Department (RCHD) continuously assesses departments for quality assurance and quality improvement. Each Rowan County Health Department program is audited during the North Carolina Local Health Department Accreditation cycle. The Environmental Health On-site Water Protection program (OSWP) was last assessed in January 2020. The RCHD found it appropriate to request a mid-cycle audit from the North Carolina Department of Health and Human Services – Division of Public Health.

Background:
Rowan County Public Health - Environmental Health houses two programs – Onsite Wastewater Protection and Food, Lodging, and Institutions. The mission of the Environmental Health Section is to protect people by promoting a safe and healthy environment in partnership with private businesses and public agencies through consistent application of education, best practices, and compliance monitoring.

The objective of program reviews is to perform an accurate and impartial review of a county's on-site wastewater and private drinking water well programs. The review is done by evaluating the following at the local health department: staff performance, procedures used to implement state laws and rules, the record keeping system, and any other pertinent items.

Assessment:
Included in this packet of information is:

1. The January 2020 audit of the Rowan County OSWP program.
2. The April 2023 audit of the Rowan County OSWP program
3. April 2023 email correspondence with Regional Specialist Teresa Davis regarding the staff and design

Progress made for the RCHD Environmental Health OSWP program since January 2020 Audit:

Issue/Area	Solutions
Staffing	• Hired new Environmental Health Manager with substantial education and experience in March 2020 • Addressed appropriate staffing/positions with investment from the County – 1.5 FTE and contracts to 4.0 FTE • Staff sign-on bonus created to attract talent in July 2020 • Fully staffed from December 2022 – April 2023 • Staff salaries adjusted for market value during County Salary Study for FY22-23 • Additional positions added FY21-22 and February 2023
Technology	• Purchase and use of GPS systems • Transitioning to EnerGov system for streamline approach to permits across all Rowan County departments. • In process of scanning all documents for parcels from paper copies to searchable files
Operations: Backlog, etc.	• Permits: All issues have been corrected from 2020 for applications of site evaluations, completeness of permits, and procedures corrected • Backlog: OSWP backlog of oldest application reduced from 14 weeks to a fluctuation of 3 – 6 weeks depending on weather, staffing, number of repairs, and number of applications. • Application Appeals Process: Appeals can occur if you disagree with the evaluation of the property – first they would go to EH Manager and next appeal goes to the state
Fee Schedule	• Re-established in FY21-22, resulting in $150,000 increase in revenue to offset taxpayer burden. • Reviewed in FY22-23, created new pathways for COVID permits, redraw only option, and onsite meeting pilot program.
Communication	• In January 2023, developers requested a pathway for a onsite meeting option with EH Specialists. ○ Pilot program created and approved March 2023, including two staff for one hour of onsite time. • EH Specialists providing email for upcoming site visits • Held Meet and Greet for OSWP and community partners March 23 • Building new partnership with Salisbury-Rowan Home Builders Association for information dissemination
Education	• Created FAQ/Guide for the OSWP Permitting process with contact information of staff • Updating forms to explain differences between requested and permitted system

Opportunities/In-Progress as of April 2023

Issue/Area	Solutions
Staffing	• Seek qualified candidates with certifications to fill open positions. • Workforce Readiness Report to review current realities for the REHS career development to reduce turnover
Technology	• Continued use of GPS systems • Fully operational EnerGov system with applications appropriately built out and training for citizenry. • Finalize scanning project to improve efficiency for citizens to quickly access documents
Operations: Backlog, etc.	• **Backlog**: Goal of two (2) weeks or less • **Small changes to footprint of a home**: Working with state to establish process to document small changes without having to "start over" for the application process • **Other Permit/Operational adjustments**: Any changes between what was requested (such as a conventional system) and what is able to be permitted (including a more complex system) or not permitted (in cases of large lots with a certain area selected for review) will be communicated in a timely manner with the owner/builder. • A new sign off sheet will include information about the type of system that has been permitted and the reasoning for why that is the necessary system. • The sheet can also include other options for citizens – i.e., where to get a second opinion with a private consultant
Communication	• Ongoing/Quarterly Meet and Greet for EH OSWP and community partners. • Building new partnership with Salisbury-Rowan Home Builders Association for information dissemination • Exploring ongoing partnerships for local meetings with builders, septic installers, well drillers, and contractors
Education	• Exploring videos explaining each process of IP, CA, wells, and applications • Requested document from State division on how to safely clear land for evaluation per community member request • Explanation of difference between a County REHS and a private sector contracted soil scientist

Recommendations:

Rowan County Public Health respectfully requests the Board of Commissioners to review the 2023 audit as presented.

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK T. BENTON • Assistant Secretary for Public Health
Division of Public Health

January 29, 2020

Gene Young, Interim Director
Rowan County Environmental Health
402 North Main Street
Salisbury, North Carolina 28144

In December of 2019 and January of 2020, the On-site Water Protection Branch, Environmental Health Section, completed review of the Rowan County Health Department, On-site Water Protection program. Kevin Neal and I enjoyed working with you and your staff. Staffing challenges dictated that this review did not follow the traditional format, as you have recently agreed to serve as director, Jeff Link has returned after retiring to work part time, and other staff work on a contractual basis.

This review evaluated a sub-set of the documentation evaluated during a typical review, and included the work of Rob Nations, Jeff Link, Shane Walker, and Matt Lamb.

On-Site Water Protection Program: We reviewed soil and site evaluations, Improvement Permits, Construction Authorizations, Operation Permits, Notices of Violation, Repair Permits, and Denial letters. We visited selected sites to compare and confirm staff documentation. The following summarizes our discussions of areas needing attention and their corrections:

Forms:

a. The county uses CDP software to generate Improvement Permits, Construction Authorizations, and Operation Permits. Permits generated using this software contain all the required information, however many files reviewed did not include these forms. If alternate forms are to be used pending the authorization of permanent staff, these must be evaluated to ensure they contain all required information. Samples are available upon request, and I would be glad to review any being considered.
b. Files reviewed which contain only an "Operation Checklist", contain only a Construction Authorization, lack soil notes, or lack signatures are considered incomplete. A list of these files is attached for correction.

Site evaluation:

a. Document the location of each auger boring/backhoe pit.
b. Document percent slope for each auger boring/backhoe pit and calculate slope correction when determining maximum trench depth.
c. Be sure that the soil evaluation supports the maximum trench depth designated on the permit.
d. Make sure soil sheets are complete.
e. Consider the presence of the transitional, or BC horizon when determining LTAR and maximum trench depth.

Permitting:

f. Tie down the approved soil area(s) and proposed structure with measurements from fixed reference points.
g. An increase in wastewater flow requires that repair area be designated for the additional flow.
h. An Improvement Permit must include a site plan. This permit can be conditioned to require activities such as submission of a survey prior to issuance of the Construction Authorization.
i. A change in flow, drain field location, etc. on a site with an existing permit requires a new application and site plan and revocation of the existing permit prior to issuance of the new permit. The voluntary revocation form

provided can be used when the owner wishes to waive their appeal rights and receive their new permit immediately.

j. A system can only be evaluated for repair if it meets the criteria of a malfunctioning system as described in Rule .1961.

System Monitoring and Maintenance Program: Rowan County does not currently have an Operation and Maintenance program. An updated list of large/IPWW systems for Rowan County is included to begin inventory and inspection of these facilities. The UIC tab of the monthly report was reviewed for submission of system data. Begin implementation of O&M as required in Rule .1961 with an emphasis on these systems, including other systems as staffing resources allow.

Migrant Housing Program: The migrant housing program in Rowan County was reviewed and is in compliance.

Private Drinking Water Well Program: An abbreviated review of the well program was conducted. Use of the well permitting decision tool was reviewed with multiple staff to screen well sites prior to permitting, and instructions were provided. The newest HRE forms are included with this report. Please consider the following: Permit a well "area" when possible and define the dimensions and location of this area with measurements from fixed reference points. Be sure and track efforts to contact owners of new wells for water samples.

Given current staff vacancies, I recommend that the program have an interim review in one year or once new staff are in place to assess the implementation of corrections and identify areas for improvement.

If you agree with summary of our visits and implementation of the corrections as discussed, please indicate with your signature below. If you have any questions, please contact me at (910)974-0444.

Teresa Davis, Regional Specialist
NC DHHS, OSWP

_____

Gene Young, Supervisor
Rowan County Environmental Health

cc. Kevin Neal
John Brooks
Wilson Mize

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK BENTON • Deputy Secretary for Health
SUSAN KANSAGRA • Assistant Secretary for Public Health
Division of Public Health

April 14, 2023

Adrian Pruett, Manager
Rowan County Environmental Health
402 North Main Street
Salisbury, North Carolina 28144

Dear Adrian,

In April of 2023 I completed an interim review of the Rowan County Onsite Water Protection Program at your request. I enjoyed my visit with you all and appreciate your openness to feedback and suggestions. This review was an abbreviated version of a scheduled program review and included samples of your work, as well as that of Randy Swicegood, Program Specialist, Caleb Link, Tucker Osborne, Jason Koontz, and Jake Ward. All staff have been hired since the last review in 2020. The department has one vacant position.

A review of the 2020 report shows that all issues, including those with applications, documentation of site evaluations, completeness of permits, and procedures have been corrected. Staff frequently consult in the office and field on challenging sites. Documentation of conversations with applicants and owners is included within the files and the applicant/owner signs all permits at time of issuance. Field layouts of systems were observed during site visits.

On-Site Water Protection Program: The review included soil and site evaluations, Improvement Permits, Construction Authorizations, Operation Permits, Repair Permits, and Denial letters. We visited selected sites to compare and confirm staff documentation. Please consider the following reminders discussed during our visit:

1. Determine the repair system types at the time of Improvement Permit issuance, completing layouts of the repair system when needed to verify available space.
2. When documenting low-chroma colors that are not unsuitable, use terms such as "redoximorphic features" which reference back to a specific rule.
3. Include maximum occupancy on the Improvement Permit/Construction Authorization/Operation Permit.
4. Include sufficient measurements on GPS drawings to make them accessible to others. Create artificial benchmarks when needed and condition the IP/CA that these benchmarks remain in place through OP issuance. Measurements must be easily reproduced in the field and avoid diagonal measurements when possible. Make sure the approved system area is tied down independently of the house location. Include the footprint of the proposed structure and note property line lengths.
5. Account for steps and other entrances even when the applicant fails to note these on their site plan.
6. Include the repair area with dimensions on all Operation Permits.

System Monitoring and Maintenance Program: Rowan County does not currently have an Operation and Maintenance program. A list of large systems was provided for review and updates. Work towards implementation of O&M with a focus on these large systems as staff resources allow.

Thank you again for the opportunity to visit with you and your staff. If you have any questions, please contact me at (910)974-0444.

Teresa Davis, Regional Specialist
DHHS, OSWP

cc. Alyssa Harris, RCHD
Scott Greene, DHHS
Jon Fowlkes, DHHS
Larry Michael, DHHS

Harris, Alyssa L

From: Davis, Teresa L <teresal.davis@dhhs.nc.gov>
Sent: Friday, April 14, 2023 4:10 PM
To: Harris, Alyssa L
Subject: RE: [External] RE: Rowan County Interim Review

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.

Alyssa,

It was great speaking with you. As we discussed, I did not see any indication that any of your staff are treating particular lots differently due to personal bias. There will always be differences of professional opinion, but based on my paperwork and field review there are rule-based justifications for the decisions made.

Please contact me again if you need anything further.
Thanks,
Teresa

Teresa Davis
Regional Specialist
Division of Environmental Health, On-Site Water Protection Branch
North Carolina Department of Health and Human Services

(910)974-0444 office/mobile
teresal.davis@dhhs.nc.gov
http://ehs.ncpublichealth.com/oswp/
PO Box 520
Candor, NC 27229

From: Harris, Alyssa L <Alyssa.Harris@rowancountync.gov>
Sent: Friday, April 14, 2023 3:47 PM
To: Davis, Teresa L <teresal.davis@dhhs.nc.gov>
Subject: [External] RE: Rowan County Interim Review

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Hi Teresa,

Thank you and your department for taking the time to do a review out of cycle – we greatly appreciate it! One thing that has been a question of concern is that different lots are treated differently or unfairly due to a personal dislike. In your review of the sample of files from our staff, per your expertise, could you determine any unfair treatment in the permit or for the designs of these systems?

Best Regards,

Alyssa L Harris

Alyssa Harris, MPH

Public Health Director
Rowan County Public Health
O: 704-216-8871 | C: 980-565-9977
E: Alyssa.Harris@rowancountync.gov

From: Davis, Teresa L <teresal.davis@dhhs.nc.gov>
Sent: Friday, April 14, 2023 3:34 PM
To: Pruett, Adrian L <Adrian.Pruett@rowancountync.gov>
Cc: Harris, Alyssa L <Alyssa.Harris@rowancountync.gov>; Fowlkes, Jon K <jon.fowlkes@dhhs.nc.gov>; Michael, Larry <larry.michael@dhhs.nc.gov>; greene, scott <scott.greene@dhhs.nc.gov>
Subject: Rowan County Interim Review

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Adrian,

Attached please find the letter summarizing my recent visit. If you have any questions or concerns, please email or call.

I enjoyed my visit with you and your staff and look forward to seeing you all again.
Thanks,
Teresa

Teresa Davis
Regional Specialist
Division of Environmental Health, On-Site Water Protection Branch
North Carolina Department of Health and Human Services

(910)974-0444 office/mobile
teresal.davis@dhhs.nc.gov
http://ehs.ncpublichealth.com/oswp/
PO Box 520
Candor, NC 27229

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Harris, Alyssa L

From: Harris, Alyssa L
Sent: Monday, May 1, 2023 8:24 AM
To: Edds, Greg; Edds, Greg; Dari Caldwell; Dees, Jay; Church, Aaron
Subject: FW: [External] Recap needed for Rowan appeals FW: FYI

Please see the email chain below -

Alyssa L Harris

Alyssa Harris, MPH
Public Health Director
Rowan County Public Health
O: 704-216-8871 | C: 980-565-9977
E: Alyssa.Harris@rowancountync.gov

From: greene, scott <scott.greene@dhhs.nc.gov>
Sent: Monday, May 1, 2023 8:21 AM
To: Harris, Alyssa L <Alyssa.Harris@rowancountync.gov>
Subject: RE: [External] Recap needed for Rowan appeals FW: FYI

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.

Absolutely not! Not even close.

R. Scott Greene, REHS
Regional Soil Scientist
Division of Public Health, Onsite Water Protection Branch
NC Department of Health and Human Services

Phone: 336-689-5380
scott.greene@dhhs.nc.gov
http://ehs.ncpublichealth.com/oswp/

111 Alison Lane
Archdale, NC 27263

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Public Health

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From: Harris, Alyssa L <Alyssa.Harris@rowancountync.gov>
Sent: Monday, May 1, 2023 8:19 AM
To: greene, scott <scott.greene@dhhs.nc.gov>
Subject: RE: [External] Recap needed for Rowan appeals FW: FYI

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Hi Scott,

In your opinion, does this show malfeasance in his and Randy's assessment? The concern we are getting from the citizen in question is that County staff are deliberately assessing his sites for more expensive systems or more costly work.

Best Regards,

Alyssa L Harris

Alyssa Harris, MPH
Public Health Director
Rowan County Public Health
O: 704-216-8871 | C: 980-565-9977
E: Alyssa.Harris@rowancountync.gov

From: greene, scott <scott.greene@dhhs.nc.gov>
Sent: Monday, May 1, 2023 8:14 AM
To: Harris, Alyssa L <Alyssa.Harris@rowancountync.gov>
Cc: Pruett, Adrian L <Adrian.Pruett@rowancountync.gov>
Subject: RE: [External] Recap needed for Rowan appeals FW: FYI

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Hey Alyssa,

The only difference in the evaluation of the first site was I called the structure angular blocky and Adrian called it platy. Therefore Adrian had a deeper installation. Adrian's permit was fine. In my opinion they could put the system in shallower. Adrian has a copy of the soil report for this site.

R. Scott Greene, REHS
Regional Soil Scientist
Division of Public Health, Onsite Water Protection Branch
NC Department of Health and Human Services

Phone: 336-689-5380
scott.greene@dhhs.nc.gov
http://ehs.ncpublichealth.com/oswp/

111 Alison Lane
Archdale, NC 27263

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Public Health

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Twitter YouTube

Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this e-mail in error, please notify the sender immediately and delete all records of this e-mail.

From: Harris, Alyssa L <Alyssa.Harris@rowancountync.gov>
Sent: Monday, May 1, 2023 8:06 AM
To: greene, scott <scott.greene@dhhs.nc.gov>
Cc: Pruett, Adrian L <adrian.pruett@rowancountync.gov>
Subject: RE: [External] Recap needed for Rowan appeals FW: FYI

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Thank you Scott! This was very helpful.

Can you also provide a recap for the first appeals? Can you please include any differences in evaluation between the State and Rowan REHS?

Best Regards,

Alyssa L Harris

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From: greene, scott <scott.greene@dhhs.nc.gov>
Sent: Friday, April 28, 2023 4:52 PM
To: Harris, Alyssa L <Alyssa.Harris@rowancountync.gov>
Cc: Pruett, Adrian L <Adrian.Pruett@rowancountync.gov>
Subject: RE: [External] Recap needed for Rowan appeals FW: FYI

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Good Afternoon Alyssa,

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We explained to Mr. Lane that moving the tanks will give him short lines that are stacked vs long lines as laid out. (We recommend long lines but cannot require them) He said he understood and that is what he wanted.

Mr. Lane said he would have to pump the repair which may have been the case but I still would have put the tank on the low side.

I hope you have a great weekend!

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From: Harris, Alyssa L <Alyssa.Harris@rowancountync.gov>
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To: greene, scott <scott.greene@dhhs.nc.gov>
Cc: Pruett, Adrian L <adrian.pruett@rowancountync.gov>
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Hi Scott,

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Harris, Alyssa L

To: Edds, Greg; Edds, Greg; Dees, Jay; Church, Aaron; 'Dari Caldwell'
Subject: RE: [External] Recap needed for Rowan appeals FW: FYI

From: greene, scott <scott.greene@dhhs.nc.gov>
Sent: Monday, May 1, 2023 8:23 AM
To: Harris, Alyssa L <Alyssa.Harris@rowancountync.gov>
Subject: RE: [External] Recap needed for Rowan appeals FW: FYI

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I believe from what I have seen Rowan County treats all applicants equally.

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Sent: Monday, May 1, 2023 8:19 AM
To: greene, scott <scott.greene@dhhs.nc.gov>
Subject: RE: [External] Recap needed for Rowan appeals FW: FYI

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Hi Scott,

In your opinion, does this show malfeasance in his and Randy's assessment? The concern we are getting from the citizen in question is that County staff are deliberately assessing his sites for more expensive systems or more costly work.

Best Regards,

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Michelle McDaniel, Deputy Tax Collector III
DATE: 05/02/2023
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
APRIL 2023 TAX REFUNDS	5/2/2023	Cover Memo
MARCH 2023 VTS REFUNDS	5/2/2023	Cover Memo

Entered Munis 05/2/23

APRIL 2023 TYLER REFUNDS

TAXPAYER 1	TAXPAYER 2	Refund Address 1	ADDRESS 2	CITY	STATE		SITUS	PARID	REFUND
ALLEN HAZEL LIVING TRUST THE	C/O JEANNE ALLEN	1807 CAPE BEND AVE		TAMPA	FL	33613-4106	1514 LUDWICK HEIGHTS LN	062 018	11.91
FAY SERVICING	BELK ROBIN LYERLY	901 CORPORATE CENTER DR		OMONA	CA	91768	170 PERSIMMON LN	410 109	30.58
FAY SERVICING	BELK ROBIN LYERLY	901 CORPORATE CENTER DR		POMONA	CA	91768	170 PERSIMMON LN	410 109	119.42
BOST PAUL EVERETTE & WF	BOST AMY	8350 HIGHWAY 52		ROCKWELL	NC	28138-8546	790 PALMER RD	357 119000003	46.9
BOST PAUL EVERETTE & WF	BOST AMY	8350 HIGHWAY 52		ROCKWELL	NC	28138-8546	790 PALMER RD	357 119000003	166.1
CAMPBELL RON ANTHONY		1019 KINGSWAY DR		SALISBURY	NC	28146-7166	PERSONAL PROPERTY	992876	46.4
CANIPE CAMERON		6914 N TURNER DR		KANNAPOLIS	NC	28081-8106	6914 N TURNER DR	249B384	540.23
BRIGHT LAW PLLC		16745 BIRKDALE COMMONS PKWY #C		HUNTERSVILLE	NC	28078	4420 MT HOPE CHURCH RD	419 267	26.59
CARMONA HERMI DAUL		1065 MCKINLEY LN	APT 106	SALISBURY	NC	28147-6936	PERSONAL PROPERTY	993202	74.51
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY RD		IRVING	TX	75063-0156	1115 DAVIDSON CIR	574 049	787.95
NEST HOMES LLC		PO BOX 3965		MOORESVILLE	NC	28117-3965	0 RIVIERA DR	326M011	5.85
CORELOGIC TAX SERVICES	COE TINA CRISCO	3001 HACKBERRY RD		IRVING	TX	75063-0156	2615 SHUE RD	479 037	360
COWAN KEITH E	% KEITH COWAN	1245 GLEN FAUST RD		CLEVELAND	NC	27013	1245 GLENN FAUST RD	263 015	454.28
THE KANIA LAW FIRM #22187	% KEITH COWAN	82 PATTON AVE SUITE 500		ASHEVILLE	NC	28801	1245 GLENN FAUST RD	263 015	65
FKH SFR C1 LP	% FIRST KEY HOMES LLC	1850 PARKWAY PL # 900		MARIETTA	GA	30067-8261	1002 W A ST	148 262	1884.4
FKH SFR C1 LP	% FIRST KEY HOMES LLC	1850 PARKWAY PL # 900		MARIETTA	GA	30067-8261	2215 CHARLES TOWNE CT	158A107	7148
FLETCHER GWENDOLYN W		104 BRIDGEWAY CT		CARY	NC	27511	0 MOLASSES MILL RD	808 026	63.13
GRUBB TAMMY PENNINGTON		1875 EMANUEL CHURCH RD		ROCKWELL	NC	28138-9758	PERSONAL PROPERTY	175991	5.21
GUERRERO ISAIS PATINO		247 WESTHAVEN WAY		CHINA GROVE	NC	28023	240 WESTHAVEN WAY	114 277	38.05
HALPIN PAUL TERRENCE		6723 GOODMAN LAKE RD		SALISBURY	NC	28146-8282	PERSONAL PROPERTY	111681	41.9
HAWKE CAYMAN L & WF	HAWKE COURTNEY M	2509 WEDGEWOOD DR		SALISBURY	NC	28146	0 GREENWAY DR	065A269	288.13
HENLEY CARLA JEANETTE		1085 SCERCY RD		CHINA GROVE	NC	28023-0000	0 SCERCY RD	136 015	230.2
HIATT TIMOTHY RAY		580 PARKS RD		SALISBURY	NC	28146-1190	PERSONAL PROPERTY	114501	227.43
HINSON JASON LEE		490 CARLTON RIDGE LN		CHINA GROVE	NC	28023-5732	PERSONAL PROPERTY	115166	19.64
JACKSON WILLIE LEE		270 PICKLER RD		SALISBURY	NC	28144	270 PICKLER RD	307B122	172.7
KEATON ALBERT DENNY		2305 WOODLAWN ST		KANNAPOLIS	NC	28083	2305 WOODLAWN ST	158 261	8.69
KLUTTZ ROBERT EDWARD	KLUTTZ MARY PIERCY	1006 SAFRIT RD		SALISBURY	NC	28146-6833	PERSONAL PROPERTY	122885	13.48
KLUTTZ ROBERT EDWARD	KLUTTZ MARY PIERCY	1006 SAFRIT RD		SALISBURY	NC	28146-6833	PERSONAL PROPERTY	122885	71.77
CARRINGTON MRTG	LANGSTON SHEILA G	1600 S DOUGLASS RD STE 110		ANAHEIM	CA	92806	798 WILSON ST	114C190	3.88
LANGSTON SHEILA	LANGSTON SHEILA G	798 WILSON ST		CHINA GROVE	NC	28023	798 WILSON ST	114C190	40
LEVERAGE LLC	PINE RIDGE GENERAL STORE	PO BOX 845		SALISBURY	NC	28145-0845	3510 STOKES FERRY RD	167426	105.63
LITTLE JUDY	LITTLE JUDY B	2190 CANNON FARM RD		CHINA GROVE	NC	28023-6546	2190 CANNON FARM RD	244 099	31.21
LITTLE JUDY	LITTLE JUDY B	2190 CANNON FARM RD		CHINA GROVE	NC	28023-6546	0 VANDERBILT AVE	244 105	3.72
LONG EMILY D		152 TONO DR		CHINA GROVE	NC	28023	152 TONO DR	428 050	9
LOWRY MARGARET H		5909 CEDAR FALLS DR		BAKERSFIELD	CA	93306	0 THIRD CREEK CHURCH RD	259 041	2.4
MILLER WILLIAM RANDALL		179 PARADISE DR		SALISBURY	NC	28146	0 PARADISE DR	500B151	42.01
MOOSE JACK EDWARD II		PO BOX 165		CHINA GROVE	NC	28023	1055 DUKEMONT ST	410 071	507.99
PIERONTONI, VIVIAN L	% VIVAN LYNN PIERONTONI	1540 HENDERSON GROVE CHURCH RD		SALISBURY	NC	28147-9357	1540 HENDERSON GROVE CHURCH RD	168138	4.44
SOUTH STATE BANK	PONCZKA CANDIE A	2440 MALL DRIVE		NORTH CHARLESTON	SC	29406	455 ROLLING ACRES DR	758 047	114.93
CORELOGIC TAX SERVICES, LLC	ROBERTSON ADAM	3001 HACKBERRY ROAD		IRVING	TX	75063-0156	175 PINEVIEW CIR	308 141	241.85
SANCHEZ GUADALUPE		1250 DUKEMONT ST		SALISBURY	NC	28146-4515	1250 DUKEMONT ST	410 089	24.05
THE KANIA LAW FIRM #21908		82 PATTON AVE SUITE 500		ASHEVILLE	NC	28801	6266 US 601 HWY	311 018	625
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD		IRVING	TX	75063-0156	7254 SHERRILLS FORD RD	754 139	580.82
STAKE JAY M	J&D CONSULTANTS	209 W MAIN ST		ROCKWELL	NC	28138-8582	209 W MAIN ST	178337	1.09
BRIGHT LAW PLLC		16745 BIRKDALE COMMONS PKWY #C		HUNTERSVILLE	NC	28078	152 YELLOW BRICK RD	240 058	14.76
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD		IRVING	TX	75063-0156	1135 BRIARWOOD TER	467A067	948.4
THOMAS DIANNE WATSON ELLER		5465 STYERS FERRY RD		CLEMMONS	NC	27012	PERSONAL PROPERTY	154764	5
TRUSLOW BILLIE SUE		3210 OLD UNION CHURCH RD		SALISBURY	NC	28146-7930	PERSONAL PROPERTY	156337	34.82

Lacey Robinson
Tax Collector

52

Batch #45

TRUSLOW BILLIE SUE		3210 OLD UNION CHURCH RD		SALISBURY	NC	28146-7930	3210 OLD UNION CHURCH RD	607A078	210.83
PHH MORTG SERVICES	TURNBULL CHYNA KAY	PO BOX 5452		MT LAUREL	NJ	08054-5452	1275 BRIDGES ACRES RD	146 177	23.48
WALKER LORETTA R		PO BOX 34		SALISBURY	NC	28145	323 ADAMS ST	026 190	10.56
WHITE MICHAEL JOE & WF	WHITE MARGARET B	705 S DEAL ST		LANDIS	NC	28088-1611	705 S DEAL ST	131 235	11.95
								TOTAL	16546.27

Entered Munis 05/2/23

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GUERRERO ISAIS PATINO		247 WESTHAVEN WAY		CHINA GROVE	NC	28023	240 WESTHAVEN WAY	114 277	38.05
HALPIN PAUL TERRENCE		6723 GOODMAN LAKE RD		SALISBURY	NC	28146-8282	PERSONAL PROPERTY	111681	41.9
HAWKE CAYMAN L & WF	HAWKE COURTNEY M	2509 WEDGEWOOD DR		SALISBURY	NC	28146	0 GREENWAY DR	065A269	288.13
HENLEY CARLA JEANETTE		1085 SCERCY RD		CHINA GROVE	NC	28023-0000	0 SCERCY RD	136 015	230.2
HIATT TIMOTHY RAY		580 PARKS RD		SALISBURY	NC	28146-1190	PERSONAL PROPERTY	114501	227.43
HINSON JASON LEE		490 CARLTON RIDGE LN		CHINA GROVE	NC	28023-5732	PERSONAL PROPERTY	115166	19.64
JACKSON WILLIE LEE		270 PICKLER RD		SALISBURY	NC	28144	270 PICKLER RD	307B122	172.7
KEATON ALBERT DENNY		2305 WOODLAWN ST		KANNAPOLIS	NC	28083	2305 WOODLAWN ST	158 261	8.69
KLUTTZ ROBERT EDWARD	KLUTTZ MARY PIERCY	1006 SAFRIT RD		SALISBURY	NC	28146-6833	PERSONAL PROPERTY	122885	13.48
KLUTTZ ROBERT EDWARD	KLUTTZ MARY PIERCY	1006 SAFRIT RD		SALISBURY	NC	28146-6833	PERSONAL PROPERTY	122885	71.77
CARRINGTON MRTG	LANGSTON SHEILA G	1600 S DOUGLASS RD STE 110		ANAHEIM	CA	92806	798 WILSON ST	114C190	3.88
LANGSTON SHEILA	LANGSTON SHEILA G	798 WILSON ST		CHINA GROVE	NC	28023	798 WILSON ST	114C190	40
LEVERAGE LLC	PINE RIDGE GENERAL STORE	PO BOX 845		SALISBURY	NC	28145-0845	3510 STOKES FERRY RD	167426	105.63
LITTLE JUDY	LITTLE JUDY B	2190 CANNON FARM RD		CHINA GROVE	NC	28023-6546	2190 CANNON FARM RD	244 099	31.21
LITTLE JUDY	LITTLE JUDY B	2190 CANNON FARM RD		CHINA GROVE	NC	28023-6546	0 VANDERBILT AVE	244 105	3.72
LONG EMILY D		152 TONO DR		CHINA GROVE	NC	28023	152 TONO DR	428 050	9
LOWRY MARGARET H		5909 CEDAR FALLS DR		BAKERSFIELD	CA	93306	0 THIRD CREEK CHURCH RD	259 041	2.4
MILLER WILLIAM RANDALL		179 PARADISE DR		SALISBURY	NC	28146	0 PARADISE DR	500B151	42.01
MOOSE JACK EDWARD II		PO BOX 165		CHINA GROVE	NC	28023	1055 DUKEMONT ST	410 071	507.99
PIERONTONI, VIVIAN L	% VIVAN LYNN PIERONTONI	1540 HENDERSON GROVE CHURCH RD		SALISBURY	NC	28147-9357	1540 HENDERSON GROVE CHURCH RD	168138	4.44
SOUTH STATE BANK	PONCZKA CANDIE A	2440 MALL DRIVE		NORTH CHARLESTON	SC	29406	455 ROLLING ACRES DR	758 047	114.93
CORELOGIC TAX SERVICES, LLC	ROBERTSON ADAM	3001 HACKBERRY ROAD		IRVING	TX	75063-0156	175 PINEVIEW CIR	308 141	241.85
SANCHEZ GUADALUPE		1250 DUKEMONT ST		SALISBURY	NC	28146-4515	1250 DUKEMONT ST	410 089	24.05
THE KANIA LAW FIRM #21908		82 PATTON AVE SUITE 500		ASHEVILLE	NC	28801	6266 US 601 HWY	311 018	625
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD		IRVING	TX	75063-0156	7254 SHERRILLS FORD RD	754 139	580.82
STAKE JAY M	J&D CONSULTANTS	209 W MAIN ST		ROCKWELL	NC	28138-8582	209 W MAIN ST	178337	1.09
BRIGHT LAW PLLC		16745 BIRKDALE COMMONS PKWY #C		HUNTERSVILLE	NC	28078	152 YELLOW BRICK RD	240 058	14.76
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD		IRVING	TX	75063-0156	1135 BRIARWOOD TER	467A067	948.4
THOMAS DIANNE WATSON ELLER		5465 STYERS FERRY RD		CLEMMONS	NC	27012	PERSONAL PROPERTY	154764	5
TRUSLOW BILLIE SUE		3210 OLD UNION CHURCH RD		SALISBURY	NC	28146-7930	PERSONAL PROPERTY	156337	34.82

Lacey Robinson
Tax Collector

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Batch #45

TRUSLOW BILLIE SUE		3210 OLD UNION CHURCH RD		SALISBURY	NC	28146-7930	3210 OLD UNION CHURCH RD	607A078	210.83
PHH MORTG SERVICES	TURNBULL CHYNA KAY	PO BOX 5452		MT LAUREL	NJ	08054-5452	1275 BRIDGES ACRES RD	146 177	23.48
WALKER LORETTA R		PO BOX 34		SALISBURY	NC	28145	323 ADAMS ST	026 190	10.56
WHITE MICHAEL JOE & WF	WHITE MARGARET B	705 S DEAL ST		LANDIS	NC	28088-1611	705 S DEAL ST	131 235	11.95
								TOTAL	16546.27

MARCH 2023 VTS REFUNDS

ROW TYPE	VENDOR #	TAZPAYER NAME	Address_1	Address_2	CITY	STATE	ZIP	DESCRIPTION	Transaction #	REFUND
1	999011	AUSTIN, MICHAEL RAY	411 W KIRK ST		CHINA GROVE	NC	28023	Vehicle Sold	182663040	$39.83
1	999011	BOYER, JAMES GREGORY	103 KENSINGTON RD		GREENVILLE	SC	29617	Reg . Out of state	272985381	$86.60
1	999011	BOYER, SUSAN MICHELLE	103 KENSINGTON RD		GREENVILLE	SC	29617	Reg . Out of state	272985393	$39.46
1	999011	BYRD, RONNIE EDWARD	1313 LONGVIEW AVE		SALISBURY	NC	28146	Vehicle Sold	273993939	$349.81
1	999011	CASTRO, ROLDAN JEREMIAS	7305 REEDY CREEK RD		CHARLOTTE	NC	28215	Insurance Lapse	273653865	$83.15
1	999011	CAUBLE, ROBERT LATTA	441 DRAKE LN		SALISBURY	NC	28146	Vehicle Sold	272306604	$523.26
1	999011	DEVOR, NATHANIAL SCOTT LYNSEY	1340 STANDING OAK DR		SALISBURY	NC	28146	Situs error	363980116	$37.41
1	999011	DOUGHERTY, HAROLD LEE	480 SOWERS RD		SALISBURY	NC	28144	Vehicle Sold	183321078	$355.76
1	999011	DRYE, SAWYER LEE	7945 ORPHANAGE RD		ROCKWELL	NC	28138	Vehicle Sold	182298194	$12.77
1	999011	FORSHEY, WILLIAM RICHARD	255 PROCTOR DR		SALISBURY	NC	28147	Vehicle Sold	181537724	$226.81
1	999011	HAMBY, MARK GREGORY	15125 HIGHWAY 52		GOLD HILL	NC	28071	Situs error	364730500	$55.18
1	999011	HAMPTON, WADINE WOOD	607 W KETCHIE ST		CHINA GROVE	NC	28023	Vehicle Sold	181990282	$17.08
1	999011	HARTNESS, LYNN JOHNSON	3108 OLD CONCORD RD		SALISBURY	NC	28146	Over Assessment	182651786	$181.86
1	999011	HARWELL, CAMERON DANE	150 SILVER OAK CIR		ROCKWELL	NC	28138	Vehicle Sold	181668756	$21.88
1	999011	HOLTZMAN, SETH MATTHEW	1718 E PARK RD		SALISBURY	NC	28144	Vehicle Sold	273653613	$83.87
1	999011	HOWARD, JOHN EDWARD	155 PARK VILLA RD		SALISBURY	NC	28146	Vehicle Sold	182651294	$11.14
1	999011	IGLESIA BAUTISTA MONTE SINAI	405 LOCUST ST		KANNAPOLIS	NC	28081	Exempt Property	274105161	$58.59
1	999011	JOHN BOY & BILLY INC	524 N SALISBURY GQ AVE		SALISBURY	NC	28146	Vehicle Sold	181537742	$135.86
1	999011	JOHNSON, LUTHER DARRELL	1023 WEATHERBY DR		SALISBURY	NC	28146	Vehicle Sold	183321076	$167.55
1	999011	KIRK, JOSEPH DAVID	201 N LEE ST	APT 413	SALISBURY	NC	28144	Vehicle Totalled	363075632	$67.79
1	999011	KLUTTZ, TONYA LOVAKE	1076 BIRDSHOT LN		SALISBURY	NC	28146	Vehicle Totalled	181537708	$147.46
1	999011	LIVENGOOD, SHARON CHILDERS	816 CRANE CREEK RD		SALISBURY	NC	28146	Vehicle Sold	273753114	$315.43
1	999011	MCLAUGHLIN, WILLIAM HAROLD JR	255 LONDON RD		MOORESVILLE	NC	28115	Vehicle Sold	182078886	$61.95
1	999011	MENSTER, DIANE TAYLOR	1240 GLENBRIAR CT		WOODLEAF	NC	27054	Vehicle Sold	182435734	$12.31
1	999011	MENSTER, DIANE TAYLOR	1240 GLENBRIAR CT		WOODLEAF	NC	270554	Vehicle Sold	182435738	$41.61
1	999011	MILLER, JAMES	106 FREEZE MEADOWS RD		CHINA GROVE	NC	28023	Vehicle Sold	182736978	$274.08
1	999011	MOORER, LINDA MARIE	C/O JANICE JAEGER	8205 TRUELIGHT CH RD	MINT HILL	NC	28227	Vehicle Totalled	182651970	$237.20
1	999011	MOORESVILLE FORD	PO BOX 509		MOORESVILLE	NC	28115	Tag Surrender	182662640	$342.54
1	999011	MORGAN, TERRY EDMUND	230 BETHEL DR		SALISBURY	NC	28144	Vehicle Sold	273118317	$548.82
1	999011	MORRIS, WANDA JAMES	1709 TERRA CT		SALISBURY	NC	28146	Vehicle Totalled	273993963	$171.45
1	999011	OLDHAM, LARRY WAYNE	1127 ROUNDKNOB AVE		SALISBURY	NC	28144	Vehicle Sold	274981608	$184.46
1	999011	OLIVER, MELVIN LEE	2625 OLD HWY 70		CLEVELAND	NC	27013	Vehicle Totalled	182435766	$105.01
1	999011	POSEY, KATARI YAWNE	2505 LINDA AVE		KANNAPOLIS	NC	28083	Vehicle Totalled	273977454	$449.59
1	999011	PROCTOR, JENNIFER EAGLE	1715 AFTON AVE		CHARLESTON	SC	29407	Reg . Out of state	273653625	$133.16
1	999011	RAMOS, IRASEMA DILIAN	837 FAIRMONT AVE		SALISBURY	NC	28144	Vehicle Sold	272306583	$55.25
1	999011	RATCLIFFE, JOHN MICHAEL	1130 FOXGATE LN		MOORESVILLE	NC	28115	Vehicle Sold	182435754	$3.52
1	999011	RATCLIFFE, JOHN MICHAEL	1130 FOXGATE LN		MOORESVILLE	NC	28115	Vehicle Sold	182435760	$5.03
1	999011	RODRIGUEZ, CINTHIA	2506 FOX FIRE DR		SALISBURY	NC	28147	Reg . Out of state	273977472	$399.68
1	999011	RODRIGUEZ, MARICELA ELIZALDE	196 FERRELL LN		SALISBURY	NC	28147	Vehicle Sold	182435752	$38.61
1	999011	ROGERS, RACHAEL PATRICIA	301 MOYLE AVE		SALISBURY	NC	28146	Vehicle Sold	273118290	$95.55
1	999011	RUH MISLE, ALEXANDER ISMAEL	140 PIN OAK CT		LANDIS	NC	28088	Vehicle Sold	273118296	$403.60
1	999011	SAINE, SUSAN SCHENK	1965 MOUNTAIN RD		CLEVELAND	NC	27013	Vehicle Sold	181537748	$4.05

Carey Robinson
Tax Collector

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Batch# 9983

1	999011	SELF, JAMES THOMAS	2325 GOLD KNOB RD		SALISBURY	NC	28146	Vehicle Totalled	182078882	$4.19
1	999011	SHERRILL, DONNA	110 OAKVIEW DR		SALISBURY	NC	28146	Vehicle Sold	273118281	$149.25
1	999011	SHERRILL, DONNA RAE	110 OAKVIEW DR		SALISBURY	NC	28146	Vehicle Sold	272306571	$272.44
1	999011	SMITH, PHILIP JOHN	2370 STIREWALT RD		CHINA GROVE	NC	28023	Vehicle Sold	182365500	$135.45
1	999011	SNIDER, SAMUEL RICKY	535 BROOK CIR		SALISBURY	NC	28147	Vehicle Sold	182662648	$5.29
1	999011	SULLIVAN, RHEA ETIENNA	212 OAKWOOD AVE		SALISBURY	NC	28146	Vehicle Totalled	273118284	$34.47
1	999011	TIDWELL, ANGELA PINION	350 MENDENHALL DR		SALISBURY	NC	28146	Vehicle Sold	181537732	$7.92
1	999011	VANDENBURG, JOHN	2280 GHEEN RD		SALISBURY	NC	28147	Adjustment	182288526	$37.32
1	999011	WEDDINGTON, PATRICK NEAL	726 N FULTON ST		SALISBURY	NC	28144	Vehicle Sold	273118305	$45.70
1	999011	WOOD, TOMMIE LELAND	310 CRUSE RD		SALISBURY	NC	28146	Vehicle Sold	182298188	$109.56
1	999011	WOOD, TOMMIE LELAND	310 CRUSE RD		SALISBURY	NC	28146	Vehicle Sold	182298190	$92.07
1	999011	YOUNG, RUBY DIANNE	215 PROCTOR DR		SALISBURY	NC	28147	Vehicle Totalled	182078868	$52.89
										$7,532.57

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:	Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Melissa Oleen, Director, RPL
DATE:	5/3/23
SUBJECT:	GRANT AGREEMENT: Accept funding for RPL from the Blanche & Julian Robertson Foundation

---

The Blanche & Julian Robertson Family Foundation as awarded a second grant to the Rowan Public Library in the amount of $30,000. The funds will support the Salisbury Post Morgue Preservation Project (SPMPP) to digitize the archival material owned by the Salisbury Post. The SPMPP is an on-going collaboration between RPL and the Post to preserve these important historical documents and make them easily available to the public and historians.

Recommendation:
1. Approve accepting the funds awarded to Rowan Public Library from the Blanche & Julian Robertson Family Foundation.
2. Approve the attached BA to recognize the grant funds from Robertson Family Foundation to the Library.

ATTACHMENTS:

Description	Upload Date	Type
Award Notification	5/3/2023	Exhibit
Award Acceptance	5/3/2023	Exhibit
Budget Amendment	5/5/2023	Cover Memo

Subject: FW: BJRFF 2023 Award Notification
Date: Monday, May 1, 2023 at 6:34:03 PM Eastern Daylight Time
From: Oleen, Melissa J
To: Kitalong-Will, Ann M
CC: Natoli, Kelly D, Bumgarner, Anna R, Bevis, Lisa F, Nance, Pam
Priority: High
Attachments: ~WRD0000.jpg

Good evening Ann,

This is exciting and unprecedented for the library – a second consecutive grant award from the Blanche and Julian Robertson Family Foundation. This Foundation has awarded $30,000 to pay temporary staff working on the Salisbury Post Morgue Preservation Project pending completion of the Award Agreement Section of the application (see details below).

I am going to ask Gretchen and Paul to send you a copy of this section for your review. The library will not complete/submit this section until authorized to do so.

Thank you,
Melissa

2023 BJRFF Grant Timeline_____
05/01/2023, library director received email notification of grant award subject to completion of Award Agreement Section of the application by May 31, 2023.
02/20/2023, grant application and request to apply for BJRFF 2023 grant was approved by Commissioners. Item I on the Feb. 20, 2023 consent agenda.

From: Application Administrator [Do Not Reply] <admin@communityforce.com>
Sent: Monday, May 1, 2023 4:06 PM
To: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Subject: BJRFF 2023 Award Notification

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.

PLEASE READ CAREFULLY - FUNDS **WILL NOT** BE DISBURSED

IF DIRECTIONS ARE NOT FOLLOWED CORRECTLY!

Dear Melissa Oleen:

The Blanche & Julian Robertson Family Foundation is pleased to inform you that it has approved a grant of $30,000.00 in support of Salisbury Post Morgue Preservation Project. **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 2024, all Grant Status Reports must be turned in by December 31, 2023. Even if funds have not been used yet, the board would still like an update on the status of the project.**
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 complete the following steps in order for funds to be disbursed:

1. Login to the Grant Database to fill out the the **Award Agreement** to the foregoing provisions and conditions. (Must be completed by 5/31/23)
2. Once completed, click the **SAVE & RETURN TO DASHBOARD** button at the bottom of the page.
3. This will bring you to your application dashboard. Once here, click the **blue ACCEPT button** in the top right corner.
4. This will prompt a System Alert Notification in the top middle of the page. Here you will need to **click Accept Award.**
5. If this is done correctly, you should see an Award Acceptance notification in green, on the top right of your dashboard.
6. If you are ready for your funds, please complete the **REQUEST FUNDS SECTION** on your dashboard. (Must be completed by 4/15/24)
7. Once your project is completed, please fill in the **GRANT STATUS REPORT** on your dashboard. (Must be completed by 5/15/24 - Unless applying for another grant in 2024, then the GRANT STATUS REPORT must be completed by 12/31/23)

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.

Award Agreement

Auto Save in **6**:**38** Stop Auto Save

Save your work as you go!!

You have the option to save your work and submit the application at a later time. Although each section has Auto Save, please be sure to click the "Save" button at the bottom of the section to save your work. There is a time-out feature for security purposes. If the page remains idle for 10 minutes, it will not save your work, and will require you to log back in.

Please complete the required fields. You may save and return to the application dashboard by clicking Save and Return to Application. You can return any time to complete the process.

Once you have completed this section, you must return to the dashboard and click the green Accept button to complete the acceptance of this award.

FUNDS WILL NOT BE DISBURSED UNTIL YOU ACCEPT THE AWARD, COMPLETE THE AWARD AGREEMENT AND THE "REQUEST FUNDS SECTION" IS COMPLETED

***Indicates required field**

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.
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.

This organization accepts full responsibility for any funds received and will abide by The Blanche & Julian Robertson Family Foundation's Grant Provisions & Conditions.

*Provisions & Conditions Understood:

Select Option(s)

○ Yes ○ No

*By:

*Date:

Please click on the calendar icon to enter date in (mm/dd/yyyy e.g., 05/02/2023 format).

You must return to the dashboard after completing this section and click the Accept button to finalize the completion of the Award Acceptance.

https://blanchejulianrobertsonfamilyfoundation.communityforce.com

Submit | Save | Save & Return to Dashboard | Return to Dashboard

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To recognize awarded Library grant from Robertson Foundation

Prepared by: Teresa Sharpless
Date: 5/4/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Salaries - Part Time	E	1156110-510015	27,750	
Medicare Tax	E	1156110-520010	410	
Social Security	E	1156110-520020	1,730	
Workers Compensation	E	1156110-520025	110	
Robertson Grant	R	1146110-431131	30,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision #
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 5/4/23		Date:	Posted by:
Signature: Anne Bunyan		Signature:	Approved by:

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name					
Position Title					
Hours *(per week)*	40	Increase	$ 29,960.00	Grade	26
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		No

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 27,750.00	$ -	$ -	$ 27,750.00
Health Insurance	$1,000 / Mo	-	-	-	-
Medicare	1.45%	403.00	-	-	410.00
Retirement	12.85%	-	-	-	-
Social Security	6.20%	1,721.00	-	-	1,730.00
Workers Comp (Varies)	0.25%	70.00	-	-	70.00 110
401(k)	3.00%	-	-	-	-
Total Salary / Benefits		29,944.00	-	-	30,000 ~~29,960.00~~
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 29,944.00	$ -	$ -	$ 29,960.00

Sharpless, Teresa F.

From: Bevis, Lisa F
Sent: Thursday, May 4, 2023 8:00 AM
To: Sharpless, Teresa F.
Subject: FW: BJRFF 2023 Award Notification

Teresa,
Can you prepare a BA please?
Thanks.
Lisa

From: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Sent: Wednesday, May 3, 2023 4:45 PM
To: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Cc: Witt, Gretchen B. <Gretchen.Witt@rowancountync.gov>; Birkhead, Paul J <Paul.Birkhead@rowancountync.gov>
Subject: Re: BJRFF 2023 Award Notification

Correct. All funds from this grant will be used to pay temporary staff working on the SPMPP at the current hourly rates of $16 and $23.

Melissa

From: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Sent: Wednesday, May 3, 2023 3:03 PM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Cc: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>; Witt, Gretchen B. <Gretchen.Witt@rowancountync.gov>; Birkhead, Paul J <Paul.Birkhead@rowancountync.gov>
Subject: Re: BJRFF 2023 Award Notification

Anna & Lisa – This is to confirm for you that this grant agreement to the Library has been added to the 5/15 agenda and will need the BA prepared. It is a $30,000 grant from Robertson Foundation to support the Salisbury Post Morgue Preservation Project. Melissa can correct me if I'm wrong, but I believe this funding is to be used to pay the part-time (temporary?) folks who are scanning the paper items in for the project.

Ann

From: Birkhead, Paul J <Paul.Birkhead@rowancountync.gov>
Date: Tuesday, May 2, 2023 at 1:16 PM
To: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Cc: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>, Witt, Gretchen B. <Gretchen.Witt@rowancountync.gov>
Subject: FW: BJRFF 2023 Award Notification

Ann,
Attached is the Award Acceptance Section of the 2023 BJRFF application. Thank you for assisting RPL with this. We are pretty excited about a second round of funding for the SPMPP.

Paul

ROWAN PUBLIC LIBRARY NORTH CAROLINA Be an original.

Paul Birkhead
Librarian
Rowan Public Library

Office: 704.216.7737
Email: Paul.Birkhead@RowanCountyNC.Gov
Web: www.RowanPublicLibrary.org

From: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Sent: Tuesday, May 2, 2023 8:23 AM
To: Birkhead, Paul J <Paul.Birkhead@rowancountync.gov>; Witt, Gretchen B. <Gretchen.Witt@rowancountync.gov>
Cc: Lyda, Laurie L <Laurie.Lyda@rowancountync.gov>; Taylor, Brooke K <Brooke.Taylor@rowancountync.gov>
Subject: FW: BJRFF 2023 Award Notification

From: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Sent: Monday, May 1, 2023 7:08 PM
To: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Cc: Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Nance, Pam <Pam.Nance@rowancountync.gov>
Subject: Re: BJRFF 2023 Award Notification

That's wonderful news! Congratulations! I think this speaks to how important and innovative the work you're doing in this project is!

I will watch for the documents. Congratulations!

Get Outlook for iOS

From: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Sent: Monday, May 1, 2023 6:34:00 PM
To: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Cc: Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Nance, Pam <Pam.Nance@rowancountync.gov>
Subject: FW: BJRFF 2023 Award Notification

Good evening Ann,

This is exciting and unprecedented for the library – a second consecutive grant award from the Blanche and Julian Robertson Family Foundation. This Foundation has awarded $30,000 to pay temporary staff working on the Salisbury Post Morgue Preservation Project pending completion of the Award Agreement Section of the application (see details below).

I am going to ask Gretchen and Paul to send you a copy of this section for your review. The library will not complete/submit this section until authorized to do so.

Thank you,
Melissa

2023 BJRFF Grant Timeline_____
05/01/2023, library director received email notification of grant award subject to completion of Award Agreement Section of the application by May 31, 2023.
02/20/2023, grant application and request to apply for BJRFF 2023 grant was approved by Commissioners. Item I on the Feb. 20, 2023 consent agenda.

From: Application Administrator [Do Not Reply] <admin@communityforce.com>
Sent: Monday, May 1, 2023 4:06 PM
To: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Subject: BJRFF 2023 Award Notification

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.

PLEASE READ CAREFULLY - FUNDS **WILL NOT** BE DISBURSED IF DIRECTIONS ARE NOT FOLLOWED CORRECTLY!

Dear Melissa Oleen:

The Blanche & Julian Robertson Family Foundation is pleased to inform you that it has approved a grant of $30,000.00 in support of Salisbury Post Morgue Preservation Project. **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 2024, all Grant Status Reports must be turned in by December 31, 2023. Even if funds have not been used yet, the board would still like an update on the status of the project.**
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 complete the following steps in order for funds to be disbursed:

1. Login to the Grant Database to fill out the the **Award Agreement** to the foregoing provisions and conditions. (Must be completed by 5/31/23)
2. Once completed, click the **SAVE & RETURN TO DASHBOARD** button at the bottom of the page.
3. This will bring you to your application dashboard. Once here, click the **blue ACCEPT button** in the top right corner.
4. This will prompt a System Alert Notification in the top middle of the page. Here you will need to **click Accept Award.**
5. If this is done correctly, you should see an Award Acceptance notification in green, on the top right of your dashboard.
6. If you are ready for your funds, please complete the **REQUEST FUNDS SECTION** on your dashboard. (Must be completed by 4/15/24)
7. Once your project is completed, please fill in the **GRANT STATUS REPORT** on your dashboard. (Must be completed by 5/15/24 - Unless applying for another grant in 2024, then the GRANT STATUS REPORT must be completed by 12/31/23)

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:	Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director
DATE:	5/15/2023
SUBJECT:	Award Taxiway Rehab Project - J.T. Russell & Sons, Inc.

Rowan County and Mid-Carolina Airport worked with Talbert, Bright & Ellington Engineering & Planning Consultants (TBE) and received proposals for the taxiway rehab project. After a re-bid, Two bid responses were received.

The County would like to award the bid to J.T. Russell & Sons, Inc. who submitted the lowest total base bid in the amount of $1,525,400.00. Requesting award only at this time, vendor requires an award notification in order to request all required bonds for final contract. Once final documentation for contract has been received, the County will present for contract approval and authorization.

The County received Two (2) Funding Grants for this project; Parallel Taxiway Rehab Grant (100%) and the Runway Overlay Grant (90/10 Split)

Attached are the bid tab form, TBE's recommendation and proposal from J.T. Russell & Sons, Inc.

Board of Commissioners to award the bid to J.T. Russell & Sons, Inc.; not to exceed $1,525,400.00. Requesting award only at this time, vendor requires an award notification in order to request all required bonds for final contract. Once final documentation for contract has been received, the County will present for contract approval and authorization.

ATTACHMENTS:

Description	Upload Date	Type
Engineer Recomendation	5/3/2023	Cover Memo
Bid Documents	5/3/2023	Cover Memo

TALBERT, BRIGHT & ELLINGTON

Engineering & Planning Consultants

April 12, 2023

Ms. Valerie Steele, Director
Mid-Carolina Regional Airport
3670 Airport Loop Road
Salisbury, NC 28147

Re: Bid Tabulation
Taxiway and South Ramp Pavement Rehabilitation
Mid-Carolina Regional Airport
Salisbury, North Carolina
TBE Project No. 3708-2102

Dear Ms. Steele,

Please find enclosed a copy of the Bid Tabulation for the above referenced project.

J. T. Russell & Sons, Inc. submitted the low Base Bid in the amount of one million, five hundred twenty-five thousand, four hundred dollars and zero cents ($1,525,400.00). The next lowest bidder was NJR Group, Inc. with a bid in the amount of one million, seven hundred fifty-five thousand, four hundred fifty-four dollars and zero cents ($1,755,454.00). A total of two (2) bidders submitted bids on the project. The engineer's estimate has been included on the bid tab.

By copy of this letter, copies of the Bid Tabulations are being forwarded to all bidders.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

J. Andrew Shook, P.E.

Enclosure

cc: Caleb Whitby, NCDOT-Div. of Aviation
Jody Farrow-Bennett, Rowan County
Anna Bumgarner, Rowan County
Craig Powers, Rowan County
All bidders

BID TABULATION
TAXIWAY AND SOUTH RAMP PAVEMENT REHABILITATION
MID-CAROLINA COUNTY AIRPORT
TBE PROJECT NO. 3708-2102

BASE BID

April 12, 2023

					JT RUSSELL & SONS, INC. ALBEMARLE, NC LIC.#2767		NJR GROUP, INC. ALBEMARLE, NC LIC.#77426		ENGINEER'S ESTIMATE	
ITEM NO.	**SPEC NO.**	**BASE BID DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**EXT TOTAL**	**UNIT PRICE**	**EXT TOTAL**	**UNIT PRICE**	**EXT TOTAL**
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	$64,000.00	$64,000.00	$295,500.00	$295,500.00	$60,000.00	$60,000.00
2	C-102	TEMPORARY FILTER SOCK	1,400	LF	$10.00	$14,000.00	$11.50	$16,100.00	$6.00	$8,400.00
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	$4,200.00	$4,200.00	$8,500.00	$8,500.00	$5,000.00	$5,000.00
4	C-102	TEMPORARY EXCELSIOR MATTING	14,400	SY	$2.25	$32,400.00	$5.18	$74,592.00	$4.00	$57,600.00
5	C-102	TEMPORARY FILTER SOCK INLET PROTECTION	2	EA	$250.00	$500.00	$920.00	$1,840.00	$800.00	$1,600.00
6	C-105	MOBILIZATION	1	LS	$140,000.00	$140,000.00	$156,000.00	$156,000.00	$149,300.00	$149,300.00
7	P-101	CRACK REPAIR - WIDTH 1/4" TO 2"	1,200	LF	$5.00	$6,000.00	$5.75	$6,900.00	$4.00	$4,800.00
8	P-101	CRACK REPAIR - WIDTH GREATER THAN 2"	1,000	LF	$10.50	$10,500.00	$35.11	$35,110.00	$10.00	$10,000.00
9	P-101	VARIABLE DEPTH COLD MILLING	4,800	SY	$5.50	$26,400.00	$10.24	$49,152.00	$4.00	$19,200.00
10	P-101	TIE-IN MILLING	2,400	SY	$5.50	$13,200.00	$9.38	$22,512.00	$3.00	$7,200.00
11	HA	HERBICIDE APPLICATION	1	EA	$15,000.00	$15,000.00	$11,500.00	$11,500.00	$5,000.00	$5,000.00
12	RPS	REMOVE TIEDOWN ANCHORS	6	EA	$400.00	$2,400.00	$460.00	$2,760.00	$800.00	$4,800.00
13	P-152	UNSUITABLE EXCAVATION	800	CY	$18.00	$14,400.00	$20.00	$16,000.00	$30.00	$24,000.00
14	P-152	SHOULDER BUILDUP	14,600	LF	$1.90	$27,740.00	$4.07	$59,422.00	$14.00	$204,400.00
15	P-401	BITUMINOUS CONCRETE SURFACE COURSE	6,200	TN	$175.00	$1,085,000.00	$145.81	$904,022.00	$160.00	$992,000.00
16	P-603	BITUMINOUS TACK COAT	4,800	GAL	$3.50	$16,800.00	$6.00	$28,800.00	$4.00	$19,200.00
17	P-620	AIRFIELD PAVEMENT MARKING (REFLECTORIZED YELLOW)	7,600	SF	$1.25	$9,500.00	$1.44	$10,944.00	$3.00	$22,800.00
18	P-620	AIRFIELD PAVEMENT MARKING (NON-REFLECTORIZED BLACK)	15,200	SF	$0.75	$11,400.00	$0.86	$13,072.00	$2.00	$30,400.00
19	P-620	TEMPORARY AIRFIELD PAVEMENT MARKING	7,600	SF	$0.85	$6,460.00	$0.98	$7,448.00	$2.00	$15,200.00
20	T-901	TEMPORARY SEEDING	5	AC	$2,100.00	$10,500.00	$896.00	$4,480.00	$1,200.00	$6,000.00
21	T-901	PERMANENT SEEDING	5	AC	$1,800.00	$9,000.00	$5,040.00	$25,200.00	$2,000.00	$10,000.00
22	T-908	PERMANENT MULCHING	5	AC	$1,200.00	$6,000.00	$1,120.00	$5,600.00	$1,500.00	$7,500.00
		BASE BID AMOUNT:				**$1,525,400.00**		**$1,755,454.00**		**$1,664,400.00**

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

4/12/2023

TALBERT & BRIGHT, INC. DATE

PROPOSAL REQUIREMENTS AND CONDITIONS

PROPOSAL

TAXIWAY AND SOUTH RAMP PAVEMENT REHABILITATION

MID-CAROLINA REGIONAL AIRPORT

DATE: 4 / 12 / 2023

In compliance with the Notice to Bidders, the undersigned hereby proposes to furnish the materials and perform the work for completion of all items, listed below in strict accordance with the Notice to Bidders, Plans, and General Provisions, Special Provisions of the Specifications, and all contract documents for the consideration of the price quoted in the following items and agrees, upon receipt of written notice of the acceptance of this Proposal, that within one hundred twenty (120) days after the date of the opening of the Proposals, that it will execute a contract in accordance with the Proposal as accepted, and give the required Performance and Payment Bond with good and sufficient surety or sureties, within fifteen (15) days after receipt of notice of formal award of contract and presentation of the prescribed forms.

The Contractor's attention is directed to the requirements of the Disadvantaged Business Enterprise Program and the Equal Employment Opportunity Requirements (attached), **which must be submitted with the Proposal**. Wages not less than the minimum rates of wages, as predetermined for this project by the Secretary of Labor, shall be used in the preparation of this Proposal. Subcontract requirements to obtain the goal of **one percent (1%)** of Disadvantaged Business participation have been established for this contract. The Bidder shall complete and submit, along with the bid proposal, required information (see "Disadvantaged Business Enterprise Program") describing actions taken in order to achieve such goals and understands that meeting or exceeding the stated goals is a condition for being awarded this contract. ***Failure to submit the above information will be grounds for rejection of the Proposal.***

Contract award will be made on the basis of the lowest responsive qualified bidder for the base bid. The County of Rowan reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid.

The undersigned agrees that, if awarded the contract(s), it will commence work not later than the date set by the ENGINEER in the Notice(s) to Proceed, and that it will complete the work within the time specified above and in accordance with the Specifications. It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating Proposals.

The bidder shall complete all line items and total amount of Bid. Failure to submit prices and amount for each item shall be cause for rejection of Bid.

ELECTRONIC BID FORM
TAXIWAY AND SOUTH RAMP PAVEMENT REHABILITATION
MID-CAROLINA REGIONAL AIRPORT
TBE PROJECT NO. 3708-2102
3/28/2023

BASE BID

NO.	SPEC.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	$64,000.00	$64,000.00
2	C-102	TEMPORARY FILTER SOCK	1,400	LF	$10.00	$14,000.00
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	$4,200.00	$4,200.00
4	C-102	TEMPORARY EXCELSIOR MATTING	14,400	SY	$2.25	$32,400.00
5	C-102	TEMPORARY FILTER SOCK INLET PROTECTION	2	EA	$250.00	$500.00
6	C-105	MOBILIZATION	1	LS	$140,000.00	$140,000.00
7	P-101	CRACK REPAIR - WIDTH 1/4" TO 2"	1,200	LF	$5.00	$6,000.00
8	P-101	CRACK REPAIR - WIDTH GREATER THAN 2"	1,000	LF	$10.50	$10,500.00
9	P-101	VARIABLE DEPTH COLD MILLING	4,800	SY	$5.50	$26,400.00
10	P-101	TIE-IN MILLING	2,400	SY	$5.50	$13,200.00
11	HA	HERBICIDE APPLICATION	1	EA	$15,000.00	$15,000.00
12	RPS	REMOVE TIEDOWN ANCHORS	6	EA	$400.00	$2,400.00
13	P-152	UNSUITABLE EXCAVATION	800	CY	$18.00	$14,400.00
14	P-152	SHOULDER BUILDUP	14,600	LF	$1.90	$27,740.00
15	P-401	BITUMINOUS CONCRETE SURFACE COURSE	6,200	TN	$175.00	$1,085,000.00
16	P-603	BITUMINOUS TACK COAT	4,800	GAL	$3.50	$16,800.00
17	P-620	AIRFIELD PAVEMENT MARKING (REFLECTORIZED YELLOW)	7,600	SF	$1.25	$9,500.00
18	P-620	AIRFIELD PAVEMENT MARKING (NON-REFLECTORIZED BLACK)	15,200	SF	$0.75	$11,400.00
19	P-620	TEMPORARY AIRFIELD PAVEMENT MARKING	7,600	SF	$0.85	$6,460.00
20	T-901	TEMPORARY SEEDING	5	AC	$2,100.00	$10,500.00
21	T-901	PERMANENT SEEDING	5	AC	$1,800.00	$9,000.00
22	T-908	PERMANENT MULCHING	5	AC	$1,200.00	$6,000.00
					BASE BID TOTAL:	**$1,525,400.00**

CONTRACTOR COMPANY NAME: J.T. Russell and Sons, Inc. 4/12/23

BID SUMMARY

TOTAL BASE BID $ 1,525,400.-

CONTRACT TIME

BASE BID **10 CALENDAR DAYS**

LIQUIDATED DAMAGES

BASE BID **$5,000.00 PER CALENDAR DAY**

Enclosed is security in the amount of 5% of the total base bid, consisting of (Cash, Certified Check, or Bid Bond) Bid Bond payable to the County of Rowan.

J. T. Russell & Sons, Inc.
Name of Bidder

BY: [signature]
(Signature)

Nikki R. Hinson Secretary/Treasurer
(Name and Title of Signing Official)

J.T. RUSSELL AND SONS, INC. CORPORATE SEAL (Seal) 1966 NORTH CAROLINA

Contractor's License No. 2767

Acknowledgement of Receipt of Addendum

Addendum No. 1 Date 3/16/23 Initial [initial]

Addendum No. 2 Date 3/23/23 Initial [initial]

Addendum No. 3 Date 3/28/23 Initial [initial]

Addendum No. _____ Date _____ Initial _____

Intentionally Left Blank

For Corporation, provide Name and Post Office Address for the President, Secretary, and Treasurer.

President
Name Raymond Russell
Address PO Box 670
Albemarle NC 28002

Secretary
Name Nikki Hinson
Address PO Box 670
Albemarle NC 28002

Treasurer
Name Nikki Hinson
Address PO Box 670
Albemarle NC 28002

For Partnership provide Name and Address for each Partner:

Name _____ Name _____
Address _____ Address _____

Name _____ Name _____
Address _____ Address _____

Individual, provide Name and Post Office Address:

Name _____
Address _____

Note: Failure to complete blank spaces may be grounds for rejecting bid.

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PREQUALIFICATION CERTIFICATION

The bidder certifies that he, as well as all subcontractors to be used on this project, is prequalified with the North Carolina Department of Transportation (NCDOT) and is on the current "prequalified bidder's list" published by the NCDOT.

NAME OF BIDDER: J.T. Russell & Sons, Inc.

SIGNATURE: [signature]

NAME: Nikki R Hinson

TITLE: Secretary / Treasurer

DATE: 3-28-23

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PERFORMANCE OF WORK BY SUBCONTRACTORS (BASE BID)

The Bidder hereby states that he proposes, if awarded the Contract, to use the following Subcontractors on this project. List below all proposed Subcontractors and trade specialties. (List only one (1) Subcontractor for each item.) The Bidder shall obtain prior written permission of the Owner should he choose to add or substitute other Subcontractor(s) not shown herein.

Items	Subcontractors	Amount
12, 17, 18, 19	Hasco, Inc.	31,260.—
4, 20-22	Superior Seeding, Inc.	57,900.—

TOTAL DOLLAR AMOUNT FOR SUBCONTRACTORS: $ 89,160.—

PERCENT OF TOTAL BID ANTICIPATED TO BE SUBCONTRACTED: 5.9 %

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States, or;

b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3-28-23
Date

Signature

J.T. Russell & Sons, Inc
Company Name

Secretary / Treasurer
Title

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

NAME OF BIDDER: J.T. Russell & Sons, Inc.

IRS NUMBER: 56-0858771

BY: [signature]

TITLE: Secretary / Treasurer

DATE: 3-28-23

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EQUAL OPPORTUNITY REPORT STATEMENT
AS REQUIRED BY 41 CFR 60-1.7 (b)

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid:

1. The Bidder (Proposer) has ___ has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.7 and 41 CFR 60-2.

2. The Bidder (Proposer) has ____ has not ____ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.

3. The Bidder (Proposer) has ___ has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).

4. The Bidder (Proposer) does ✓ does not ___ employ fifty (50) or more employees.

NAME OF BIDDER: J.T. Russell & Sons, Inc.

IRS NUMBER: 56-0858771

BY: [signature]

TITLE: Secretary/Treasurer

DATE: 3-28-23

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CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

NAME OF BIDDER: J.T. Russell & Sons, Inc.

BY: [signature]

TITLE: Secretary/Treasurer

DATE: 3-28-23

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign

country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

NAME OF BIDDER: J.T. Russell & Sons, Inc.

IRS NUMBER: 56-0858771

BY: [signature]

TITLE: Secretary / Treasurer

DATE: 3-28-23

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FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF)
) SS.
COUNTY OF)

being first duly sworn, deposes and says that he is Secretary

(sole owner, a partner, president, secretary, etc.)

of J.T. Russell & Sons, Inc.

the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

(Bidder) Secretary

Sworn to and subscribed before me this 28

Day of March, *20*23.

Kayce R. Ingold
Notary Public in and for

Stanly *County*

My Commission expires: April 5, *20*26

(SEAL)

KAYCE R. INGOLD
NOTARY
PUBLIC
STANLY COUNTY, NC

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CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

NAME OF BIDDER: J.T. Russell & Sons, Inc.

IRS NUMBER: 56-0858771

BY: [signature]

TITLE: Secretary/Treasurer

DATE: 3-28-23

END OF PROPOSAL SECTION

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DISADVANTAGED BUSINESS ENTERPRISE
(DBE)

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DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)(Rev. 4-19-16) 102-15(J) SP1 G61

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of

USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project.
https://apps.dot.state.nc.us/Vendor/PaymentTracking/

AV-509/AV-510 *DBE/MBE/WBE/HUB Vendor Commitments/Awards/Payments* - Form for reporting the commitments, awards, and payments made to all DBE/MBE/WBE/HUB firms working on the project. This form is for paper bid projects only.
https://connect.ncdot.gov/municipalities/State-Airport-Aid/Documents/AV509_AV510_DBE_CommitPayment.pdf

AV-512 DBE/MBE/WBE Replacement Request Form - Form for replacing a committed DBE.
https://connect.ncdot.gov/municipalities/State-Airport-Aid/Documents/AV512_DBE_RequestReplacement.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract.
http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid. *See blank Letter of Intent on page DBE-17 of this specification, or go to the following link:*
https://connect.ncdot.gov/municipalities/State-Airport-Aid/Documents/AV511_SubContractorLetterofIntent.pdf

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only. *See blank forms on page DBE-15 and DBE-16 of this specification, or go to the following link:*
http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.
http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls

DBE Goal

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises: **1.0 %**

(A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.

(B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. https://partner.ncdot.gov/VendorDirectory/default.html

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Paper Bids

(1) *If the DBE goal is more than zero,*

(a) Bidders, at the time the bid proposal is submitted, shall submit a listing of *DBE* participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.

(b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Owner will not consider these bids for award and the proposal will be rejected.

(c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the corresponding goal.

(2) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A and B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Engineer no later than 12:00 noon on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

A hard copy and an electronic copy of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the Engineer the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).

(C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding

contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.

(I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Department may take into account the following:

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.

(2) The bidders' past performance in meeting the DBE goals.

(3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Owner does not award the contract to the apparent lowest responsive bidder, the Owner reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Owner that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

The State Contractual Services Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the State Contractual Services Engineer or at DBE@ncdot.gov. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 *(Joint Check Notification Form)* and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

(1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

(1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

(5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

(6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

(7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the

DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the DBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed DBE firm shall be submitted to the Engineer for approval on Form AV-512 *(DBE/MBE/WBE Replacement Request)*. If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

(1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of DBEs who were contacted.
(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why DBE quotes were not accepted.

(4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

(1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

(2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for

use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future DOT projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

(A) Paper Bids Reporting

The Contractor shall report the accounting of payments on the AV-509/AV-510 (DBE/MBE/WBE/HUB Vendor Commitments/Awards/Payments) with each pay request. A pay request will not be processed for payment until the completed and accepted forms are received by the Engineer.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

LISTING OF DBE SUBCONTRACTORS

Sheet 1 of 1

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Superior Seeding Address PO Box 12642 Gastonia, NC	4	Excelsior Matting	$2.25	$32,400.—
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

**** Dollar Volume of DBE Subcontractor** $ 32,400.—

Percentage of Total Contract Bid Price 2.1 %

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

J. T. Russell & Sons, Inc. as

principal, and Philadelphia Indemnity Insurance Company, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

Rowan County as obligee,

in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 28th day of March, 2023

WHEREAS, the said principal is herewith submitting proposal for

Taxiway and South Ramp Pavement Rehabilitation

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

J. T. Russell & Sons, Inc. (SEAL)

By: _____ (SEAL)

Secretary / Treasurer (SEAL)

Philadelphia Indemnity Insurance Company (SEAL)

By: _____ (SEAL)

Heather Segrist, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

Surety Bond Number: **Bid Bond**
Principal: **J. T. Russell & Sons, Inc.**
Obligee: **Rowan County**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Heather Segrist** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$75,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1388394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of March 2023

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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, Finance Director
DATE:	05/15/2023
SUBJECT:	Schedule Public Hearing for FY 2023-24 Proposed Budget

---

The County Manager is working to finalize the proposed FY 2023-2024 budget, which must statutorily be provided to the Board prior to June 1, 2023. Once the County Manager provides the budget to the Board, the Clerk will need to publish the notice that it has been received and also include the date/time of the public hearing.

North Carolina General Statute 159-12 states:
(a) On the same day that he submits the budget to the governing board, the budget officer shall file a copy of it in the office of the clerk to the board where it shall remain available for public inspection until the budget ordinance is adopted. The clerk shall make a copy of the budget available to all news media in the county. He shall also publish a statement that the budget has been submitted to the governing board, and is available for public inspection in the office of the clerk to the board. *The statement shall also give notice of the time and place of the budget hearing required by subsection (b) of this section*.

(b) Before adopting the budget ordinance, the board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.

In anticipation of receiving the budget prior to June 1st, the Board is asked to schedule the public hearing for the FY 2023-24 proposed budget on June 19, 2023 at 6:00 p.m., or, as soon thereafter as the matter may be heard. The rules for the public hearing will be as follows:

- The length of comment for each speaker will be limited to three (3) minutes to address the Board and comments shall be restricted to the subject of the hearing as advertised.

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:	Ann Kitalong-Will, Director, Grants Admin/Gov't Relations, Sheriff Travis Allen
DATE:	5/4/2023
SUBJECT:	GRANT APPLICATION: Sheriff's Office to Apply to FY23 Second Chance Act Grant (DOJ)

The US Department of Justice Offices of Justice Programs and Juvenile Justice and Delinquency Prevention have announced FY23 funds to implement O-OJJDP-2023-171713 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children.

The Sheriff's Office proposes to work with the Families First organization in Salisbury, NC to offer the Nurturing Fathers' Program, an evidence-based 13-week training course designed to teach parenting and nurturing skills to men. This program would be offered to fathers who are incarcerated at the detention center to help fathers develop effective skills for healthy family relationships and child development.

Recommendation:
Authorize the County Manager to sign and have submitted the "FY23 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children" grant program.

ATTACHMENTS:

Description	Upload Date	Type
Memo from Sheriff Allen	5/4/2023	Cover Memo
Grant NOFO Summary	5/4/2023	Exhibit
Families First Programs & Services	5/4/2023	Exhibit
Nurturing Fathers Program Information	5/4/2023	Exhibit

Office of the Sheriff
County of Rowan

232 North Main Street

Salisbury, North Carolina 28144

Travis Allen
Sheriff

Phone (704) 216-8700
Fax (704) 216-8674

To: Ann Kitalong-Will, Director of Grants Administration
Date: 5/4/2023

Ms. Kitalong-Will:

I would like to request your assistance in applying for the FY23 Second Chance Act grant through the Department of Justice's Office of Justice Programs. Our proposal includes a partnership with the Families First organization in Rowan County, which would offer the Nurturing Fathers Program to incarcerated fathers who are also residing in the detention center. This grant would be very beneficial in providing fathers that are residents in our county jail an opportunity to learn parenting skills and has the potential of having a positive impact among families in our community.

Often those incarcerated have no avenues to learn reentry skills that would enable them to become better fathers and husbands to their families. It is important that we provide avenues of training as well as resources to help avoid recidivism and domestic social incidents upon re-entry to reduce the individuals' likelihood of repeat incarceration.

This grant, along with a partnership with the Families First Organization, would enable the Rowan County Sheriff's Office to provide a unique beneficial service to some of the more unfortunate members of our community.

Kindest Regards

Sheriff Travis Allen

O-OJJDP-2023-171713
OJJDP FY 2023 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children
Department of Justice
Office of Juvenile Justice Delinquency Prevention

GENERAL INFORMATION

Document Type:	Grants Notice
Funding Opportunity Number:	O-OJJDP-2023-171713
Funding Opportunity Title:	OJJDP FY 2023 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children
Opportunity Category:	Discretionary
Opportunity Category Explanation:	
Funding Instrument Type:	Cooperative Agreement
Category of Funding Activity:	Law, Justice and Legal Services
Category Explanation:	
Expected Number of Awards:	6
CFDA Number(s):	16.831 -- Children of Incarcerated Parents
Cost Sharing or Matching Requirement:	No

Version:	Synopsis 1
Posted Date:	Apr 11, 2023
Last Updated Date:	Apr 11, 2023
Original Closing Date for Applications:	May 30, 2023
Current Closing Date for Applications:	May 30, 2023
Archive Date:	
Estimated Total Program Funding:	$4,480,000
Award Ceiling:	$1,000,000
Award Floor:	$0

ELIGIBILITY

Eligible Applicants:	For profit organizations other than small businesses Small businesses Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education Native American tribal organizations (other than Federally recognized tribal governments) Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education State governments City or township governments Public and State controlled institutions of higher education Native American tribal governments (Federally recognized) Private institutions of higher education County governments
Additional Information on Eligibility:	

ADDITIONAL INFORMATION

Agency Name: Office of Juvenile Justice Delinquency Prevention

Description:

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

OJJDP's guiding philosophy is to enhance the welfare of America's youth and broaden their opportunities for a better future. To bring these goals to fruition, OJJDP is leading efforts to transform the juvenile justice system into one that will Treat Children as Children; Serve Children at Home, With Their Families, in Their Communities; and Open Up Opportunities for System-Involved Youth. OJJDP encourages all proposed applications that work with youth to highlight how the proposed program aligns with these priorities.

OJJDP envisions a juvenile justice system centered on the strengths, needs, and voices of youth and families. Young people and family members with lived experience are vital resources for understanding and reaching persons involved or at risk of involvement with youth-serving systems. OJJDP asks stakeholders to join us in sustainably integrating bold, transformative youth and family partnership strategies into our daily work. OJJDP believes in achieving positive outcomes for youth, families, and communities through meaningful partnership and active partnerships, ensuring they play a central role in collaboratively developing solutions.

Applicants must describe how their proposed project/program will integrate and sustain meaningful youth and family partnerships into their project plan and budget. Depending on the nature of an applicant's proposed project, youth and family partnership could consist of one or more of the following:

Individual-level partnership in case planning and direct service delivery (before, during, and after contact with youth-serving systems).
Agency-level partnership (e.g., in policy, practice, and program development, implementation, and evaluation; staffing; advisory bodies; budget development).
System-level partnership (e.g., in strategic planning activities, system improvement initiatives, advocacy strategies, reform efforts).

This program will promote and expand services in detention and correctional facilities to incarcerated individuals and their minor children and provide services to children of incarcerated parents.

Link to Additional Information: Full Announcement

Grantor Contact Information: If you have difficulty accessing the full announcement electronically, please contact:

For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10 a.m. to 6 p.m. eastern time (ET) Monday-Friday, and 10 a.m. to 8 p.m. ET on the solicitation close date.

For information related to unforeseen technical issues beyond the control of the applicant and that impact submission, see the "How to Apply" section, Experiencing Unforeseen Technical Issues.
grants@ncjrs.gov

Email

FAMILIES FIRST NORTH CAROLINA INC.

FAMILIES FIRST PROGRAMS & SERVICES

Teen Parenting Programs

Good Beginnings for Teen Parents: School-based program that provides classes for teen parents to promote positive parenting and child development. See WISH LIST under GIVING for more information.

Teen Parenting Program Initiative: Case management and home-based services for teenage parents in order to ensure high school graduation and promote their child's development. See WISH LIST under GIVING for more information.

Court-Based Services

Families First Court Child Care Center: Located at the Rowan County Courthouse, it provides a safe and nurturing place for children and a playful distraction while parents conduct business in the courthouse. See WISH LIST under GIVING for more information.

Visitation Station: A place for safe exchanges and supervised visits between a child(ren) and non-custodial parent or other family member. Read about Susan's experience with Visitation Station here! See WISH LIST under GIVING for more information.

Education Programs

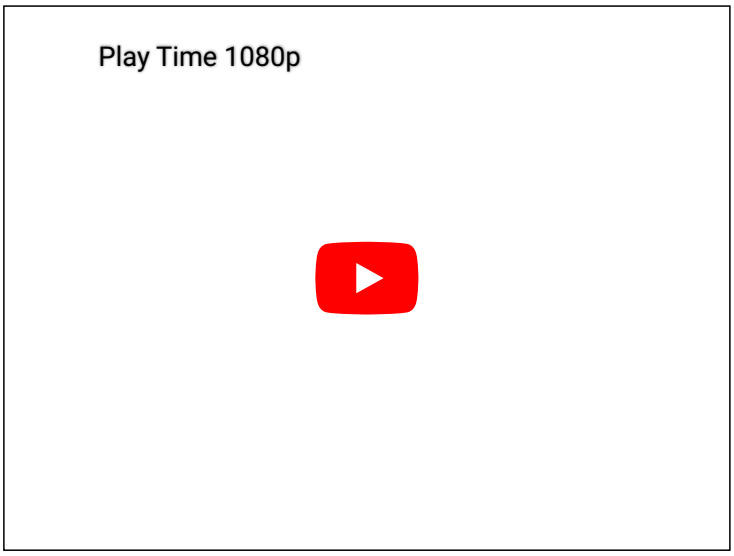
Second Step: Best practice bullying prevention model designed to help pre-K, kindergarten and 1st grade students develop social-emotional skills. It aims to reduce aggressive behaviors. Read about Puppy, a Families First tool used to teach young children how to interact with others in healthy, productive ways, here! See WISH LIST under GIVING for more information.

Incredible Years: An evidenced-based award winning, best practice* program that gives parents tools in areas of discipline, communicaton, and child-directed play. it encourages academic success, responsibility and routines, effective limit setting and much more.

Strengthening Families: Best practice model that helps parents and their children (ages 6-17) strengthen the parent-child relationship, build family cohesion and improve communication. See WISH LIST under GIVING for more information.

Head Start/Second Step: Best practice model that focuses on Social Emotional Development for children 3 to 5 years of age. The program will establish a foundation for positive outcomes that include skills for learning academic readiness, empathy, emotional management , friendship and problem solving. The program will also involve parents in providing a strength-based curriculum, "Your Journey Together," that empowers parents with the knowledge and skills that promote resilience in their families.

Here's a VIDEO created by Families First for teenage parents involved in our programs. This video demonstrates the various stages of developmental growth for young children. It demonstrates playtime activities for various ages. Please contact Families First for a copy of the dvd or for a list of sources that contributed to the making of the video.



Our Mission

To strengthen families by providing information, education, prevention and support services.

Our Contact

130 South Main Street
Suite 225
Salisbury, N.C. 28144

Phone: 704-630-0481
Fax: 704-630-9930

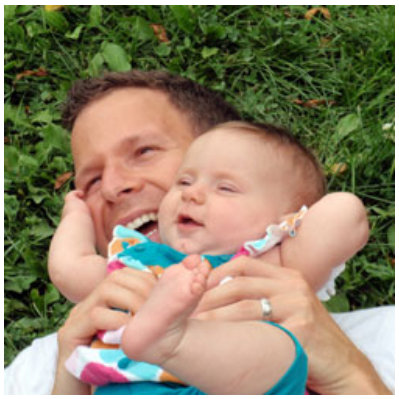
© 2014 by Families First NC

The Nurturing Father's Program

" ... forget all the books, the tapes, and what your family and

" ... a fantastic journey into learning healthy fathering."
- married father of 16 month old

Every child deserves a *NURTURING FATHER* -



A man who actively provides guidance, love and support to enhance the development and growth of children for whom he cares.

The Nurturing Fathers Program is an evidence - based, 13-week training course designed to teach parenting and nurturing skills to men. Each 2 ½ hour class provides proven, effective skills for healthy family relationships and child development. *NFP has been successfully implemented in Schools, Head Start, Churches, State DSS, Prisons, Halfway Houses, Prevent Child Abuse, Parenting and Counseling Centers, Military, Community Action Agencies and many others. Available in Spanish.*

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Contact

Center for Growth & Development, Inc.
2015 S. Tuttle Ave #D
Sarasota, FL 34239

Toll free: 1-888-390-1119

Tel: 941-953-9556
Fax: 941-953-9552

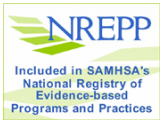
Social

Research Shows…

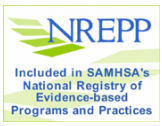
Involved fatherhood is often associated with the development of caring and nurturing practices by men toward their children. For fathers, being involved with their children is an "opportunity to develop the sensitive, caring parts of themselves". (Coltrane, 1996, p.117)

Men who invest in their emotional connection to their children, often improve their marital relationships as well. (Carlson & Turner, 2010)

Evidence of the presence of nurturing fathering is the most consistent predictor of gender equality. (Coltrane, 1996)



Search



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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 05/15/2023
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
budget amendments	5/5/2023	Budget Amendment
Additional Budget Amendment	5/8/2023	Cover Memo

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gina Cantero-Animal Services

EXPLANATION IN DETAIL: This budget amendment reflects the need to add additional funds to our Animal Control Supplies account for the purchase of supplies for the remainder of the FY.

Prepared by: Gcantero

Date: 4/21/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Animal Control Donations	R	1146430-464023	776	~~-776~~
Animal Control Supplies	E	1156430-561013	776	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved:	Approved:	Budget Revision # 10-537
Disapproved:	Disapproved:	Date Posted:
Amended:	Amended:	Group Number:
Date: 4/21/2023	Date:	Posted by:
Signature:	Signature:	Approved by:

Anna R Burngarner May 2, 2023

$15,956.70 (total in account) / 9 (mths in FY)= $1,772.9

$1,772.9 (spent monthly)*3 (mths left in FY)= $5,318.7 rounded to $5,319

$5,319 - $4,543.30 (in the account now) = $775.70 rounded to $776

$776 needed for the remainder of the FY

G/L ACCOUNT - MASTER INQUIRY

Org code: 1146430 ANIMAL SHELTER REVENUES
Object code: 464023 ANIMAL CONTROL DONATIONS
Project code:

Type: R
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description: ANIMAL CONTROL DONATIONS Short desc: ANML CTL D
Reference Acct:

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-898.00	.00	.00	.00
02	-655.00	.00	.00	.00
03	-28.00	.00	.00	.00
04	-82.50	.00	.00	.00
05	-233.00	.00	.00	.00
06	-368.00	.00	.00	.00
07	-1,451.00	.00	.00	.00
08	-376.00	.00	-2,100.00	-2,100.00
09	-160.00	.00	.00	.00
10	-10,401.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-14,652.50	.00	-2,100.00	-2,100.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	-14,652.50	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	-2,100.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-14,652.50	Carry Fwd Budget	.00
Available Budget	12,552.50	Carry Fwd Bud Tfr	.00
Percent Used	697.74	Revised Budget	-2,100.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

increase 776

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156430 ANIMAL SHELTER EXPENDITURES
Object code: 561013 ANIMAL CONTROL SUPPLIES
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SUPPLIES:ANIMAL CONTROL
Reference Acct:

Short desc: SUPP ANLCT
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	128.43	.00	.00	20,500.00
02	1,701.46	.00	.00	.00
03	1,299.27	2,086.47	.00	.00
04	3,938.73	-2,003.51	.00	.00
05	1,206.16	-82.96	.00	.00
06	149.76	.00	.00	.00
07	2,419.37	.00	.00	.00
08	1,894.89	.00	.00	.00
09	482.21	.00	.00	.00
10	2,736.42	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	15,956.70	.00	.00	20,500.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	15,956.70	Original Budget	20,500.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	15,956.70	Carry Fwd Budget	.00
Available Budget	4,543.30	Carry Fwd Bud Tfr	.00
Percent Used	77.84	Revised Budget	20,500.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	20,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	20,500.00	PRESENT	20,500.00
	.00	COMMISSION	.00
		APPROVED	20,500.00

increase 77%

BA-10-537 - BOC 05-017

Final Audit Report 2023-05-03

Created:	2023-05-01
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOVqdtFXaxaB1F8lko1szOgXy-3TPVEzl

"BA-10-537 - BOC 05-017" History

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gina Cantero - Animal Services

EXPLANATION IN DETAIL: This budget amendment reflects the need to add additional funds to our Janitorial Supplies Account for the purchase of cleaning supplies for the remainder of FY.

Prepared by: Gcantero

Date: 4/21/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Janitorial Supplies	E	1156430-561030	645	
Animal Control Donations	R	1146430-464023	645	645

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved:	Approved:	Budget Revision # 10-538
Disapproved:	Disapproved:	Date Posted:
Amended:	Amended:	Group Number:
Date: 4/21/23	Date:	Posted by:
Signature:	Signature:	Approved by:

Anna R Bumgarner

May 2, 2023

$1,646 cost of 1 drum of Rescue Concentrate (DCR)

Purchased (4) @ $1,646 need (1) more

$8,055.82 (Total for entire FY) - $6,584 (cost for 4 DCR) = $1,471.82 (spent in cleaning supplies not including DCR)

$1,471.82 (Just cleaning supplies no DCR) / 9 (mth FY) = $163.53 (spent monthly for cleaning supplies)

$163.53 (just cleaning supplies) x 3 (mths left in FY) = $490.59 rounded $491

$491 (needed for supplies only for remander of FY) + $1646 (need one more drum for remander of FY) = $2,137 (total needed)

$2,137(total needed) - $1,492.18 (in account) = $644.82 rounded $645

$645 needed for the remainder of FY

G/L ACCOUNT - MASTER INQUIRY

Org code: 1146430 ANIMAL SHELTER REVENUES
Object code: 464023 ANIMAL CONTROL DONATIONS
Project code:

Type: R
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description: ANIMAL CONTROL DONATIONS Short desc: ANML CTL D
Reference Acct:

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-898.00	.00	.00	.00
02	-655.00	.00	.00	.00
03	-28.00	.00	.00	.00
04	-82.50	.00	.00	.00
05	-233.00	.00	.00	.00
06	-368.00	.00	.00	.00
07	-1,451.00	.00	.00	.00
08	-376.00	.00	-2,100.00	-2,100.00
09	-160.00	.00	.00	.00
10	-10,401.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-14,652.50	.00	-2,100.00	-2,100.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	-14,652.50	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	-2,100.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-14,652.50	Carry Fwd Budget	.00
Available Budget	12,552.50	Carry Fwd Bud Tfr	.00
Percent Used	697.74	Revised Budget	-2,100.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

increase 645

Rowan County

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156430 ANIMAL SHELTER EXPENDITURES
Object code: 561030 JANITORIAL SUPPLIES
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SUPPLIES:JANITORIAL
Reference Acct:

Short desc: SUPP JANTR
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	7,548.00
02	1,646.75	.00	.00	.00
03	572.54	.00	.00	.00
04	291.78	.00	.00	.00
05	79.98	.00	.00	.00
06	1,744.58	.00	.00	.00
07	871.85	.00	2,000.00	2,000.00
08	504.13	1,646.00	.00	.00
09	1,881.10	-1,646.00	.00	.00
10	463.11	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	8,055.82	.00	2,000.00	9,548.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	8,055.82	Original Budget	7,548.00
Encumbrances	.00	Budget Tranfr In	2,000.00
Requisitions	.00	Budget Tranfr Out	.00
Total	8,055.82	Carry Fwd Budget	.00
Available Budget	1,492.18	Carry Fwd Bud Tfr	.00
Percent Used	84.37	Revised Budget	9,548.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	12,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	7,548.00	PRESENT	7,548.00
	.00	COMMISSION	.00
		APPROVED	7,548.00

increase 1045

BA-10-538 - BOC 05-017

Final Audit Report 2023-05-03

Created:	2023-05-01
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwhQ6mtFO70RyV5ZiX1nONBdJWAbqccrs

"BA-10-538 - BOC 05-017" History

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To transfer funds to cover cost per copy contract through FYE

Prepared by: Teresa Sharpless

Date: 4/28/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Cost Per Copy	E	1154110-550007	320	
Cost Per Copy	E	1154120-550007	90	
Cost Per Copy	E	1154125-550007		500
Cost Per Copy	E	1154134-550007	100	
Cost Per Copy	E	1154160-550007		500
Cost Per Copy	E	1154180-550007	660	
Cost Per Copy	E	1154330-550007	480	
Cost Per Copy	E	1155228-550007	100	
Cost Per Copy	E	1155240-550007	160	
Cost Per Copy	E	1156110-550007		910

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 10-844
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: May 1, 2023		Date:	Posted by:
Signature: Anna R Bumgarner		Signature:	Approved by:

ORG	OBJECT	ACCOUNT DESCRIPTION	REVISED ESTIM R	ACTUAL YTD R	ACTUAL MTD RI	% COLL	ANNUALIZED	AMT NEEDED	BA NEEDED
1154110	550007	550007 COST PER COPY	1,200.00	1,139.50	388.91	95.0	1,519.33	(319)	320
1154120	550007	550007 COST PER COPY	1,500.00	1,186.14	997.11	79.1	1,581.52	(82)	90
1154123	550007	550007 COST PER COPY	600.00	0.00	0.00	0.0	0.00	600	
1154125	550007	550007 COST PER COPY	5,000.00	1,264.03	81.47	25.3	1,685.37	3,315	-500
1154126	550007	550007 COST PER COPY	700.00	33.00	3.30	4.7	44.00	656	
1154131	550007	550007 COST PER COPY	2,600.00	65.90	6.59	2.5	87.87	2,512	
1154134	550007	550007 COST PER COPY	450.00	406.46	83.12	90.3	541.95	(92)	100
1154138	550007	550007 COST PER COPY	600.00	0.00	0.00	0.0	0.00	600	
1154140	550007	550007 COST PER COPY	8,600.00	6,445.51	505.69	74.9	8,594.01	6	
1154141	550007	550007 COST PER COPY	4,020.00	1,749.00	159.00	43.5	2,332.00	1,688	
1154150	550007	550007 COST PER COPY	2,500.00	1,616.91	163.28	64.7	2,155.88	344	
1154160	550007	550007 COST PER COPY	10,940.00	3,221.75	441.55	29.4	4,295.67	6,644	-500
1154170	550007	550007 COST PER COPY	3,760.00	2,594.20	132.10	69.0	3,458.93	301	
1154180	550007	550007 COST PER COPY	2,500.00	2,366.97	306.20	94.7	3,155.96	(656)	660
1154210	550007	550007 COST PER COPY	1,570.00	1,047.38	107.55	66.7	1,396.51	174	
1154250	550007	550007 COST PER COPY	1,500.00	331.27	40.16	22.1	441.69	1,058	
1154330	550007	550007 COST PER COPY	2,080.00	1,916.89	300.87	92.2	2,555.85	(476)	480
1154410	550007	550007 COST PER COPY	15,500.00	8,736.74	1,044.21	56.4	11,648.99	3,851	
1154420	550007	550007 COST PER COPY	6,450.00	3,918.96	467.91	60.8	5,225.28	1,225	
1154425	550007	550007 COST PER COPY	100.00	38.15	4.44	38.2	50.87	49	
1154520	550007	550007 COST PER COPY	2,000.00	819.85	91.47	41.0	1,093.13	907	
1154830	550007	550007 COST PER COPY	1,730.00	1,039.66	104.57	60.1	1,386.21	344	
1154950	550007	550007 COST PER COPY	4,000.00	1,743.01	358.78	43.6	2,324.01	1,676	
1155010	550007	550007 COST PER COPY	400.00	168.76	26.52	42.2	225.01	175	
1155110	550007	550007 COST PER COPY	3,000.00	2,090.46	226.35	69.7	2,787.28	213	
1155185	550007	550007 COST PER COPY	900.00	65.90	6.59	7.3	87.87	812	
1155210	550007	550007 COST PER COPY	1,500.00	411.77	37.00	27.5	549.03	951	
1155215	550007	550007 COST PER COPY	3,200.00	2,270.02	272.27	70.9	3,026.69	173	
1155228	550007	550007 COST PER COPY	450.00	411.66	44.29	91.5	548.88	(99)	100
1155230	550007	550007 COST PER COPY	2,500.00	1,754.16	326.97	70.2	2,338.88	161	
1155240	550007	550007 COST PER COPY	900.00	791.82	106.10	88.0	1,055.76	(156)	160
1155250	550007	550007 COST PER COPY	500.00	125.84	11.28	25.2	167.79	332	
1155255	550007	550007 COST PER COPY	3,500.00	1,148.13	139.28	32.8	1,530.84	1,969	
1155260	550007	550007 COST PER COPY	850.00	535.08	70.08	63.0	713.44	137	
1155310	550007	550007 COST PER COPY	40,000.00	25,782.95	3,126.28	64.5	34,377.27	5,623	
1155550	550007	550007 COST PER COPY	200.00	0.00	0.00	0.0	0.00	200	
1155580	550007	550007 COST PER COPY	800.00	363.53	30.57	45.4	484.71	315	
1156110	550007	550007 COST PER COPY	18,500.00	7,244.45	995.57	39.2	9,659.27	8,841	-910
1156230	550007	550007 COST PER COPY	1,500.00	917.87	106.20	61.2	1,223.83	276	
1156231	550007	550007 COST PER COPY	1,000.00	33.00	3.30	3.3	44.00	956	
1156237	550007	550007 COST PER COPY	980.00	510.05	112.68	52.0	680.07	300	
1156238	550007	550007 COST PER COPY	100.00	38.67	7.44	38.7	51.56	49	
1156430	550007	550007 COST PER COPY	2,400.00	1,802.64	225.27	75.1	2,403.52	-	
1156440	550007	550007 COST PER COPY	220.00	33.00	3.30	15.0	44.00	176	
1156450	550007	550007 COST PER COPY	200.00	0.00	0.00	0.0	0.00	200	
		1010 GENERAL FUND	163,500.00	88,181.04	11,665.62	53.9	117,574.72	45,925	
6154705	550007	550007 COST PER COPY	800.00	279.60	38.08	35.0	372.80	427	
6154720	550007	550007 COST PER COPY	300.00	113.24	16.77	37.7	150.99	149	
6154730	550007	550007 COST PER COPY	400.00	33.00	3.30	8.3	44.00	356	
		6010 LANDFILL FUND	1,500.00	425.84	58.15	28.4	567.79	932	
6354560	550007	550007 COST PER COPY	400.00	385.89	58.67	96.5	514.52	-	
		6030 AIRPORT FUND	400.00	385.89	58.67	96.5	514.52	-	
		Grand Total	165,400.00	88,992.77	11,782.44	53.8	118,657.03		-

Sharpless, Teresa F.

From: Eller, Christopher L
Sent: Wednesday, April 26, 2023 12:33 PM
To: Sharpless, Teresa F.
Subject: FW: BAs Needed - Systel Cost Per Copy - Contract Change Order Needed After

Hey, Teresa!

Just following up on this. I don't recall ever seeing a BA come through, and wanted to makes sure I didn't miss it. I expect to get the Systel bills for the month sometime next week.

Thanks! (and sorry if I missed it)

ROWAN COUNTY NORTH CAROLINA
Be an original.
Chris Eller | Accountant I
Rowan County Finance Department
130 West Innes St. Salisbury, NC 28144
[p] (704) 216-8164
www.rowancountync.gov

From: Eller, Christopher L
Sent: Thursday, April 6, 2023 2:03 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Boyd, Leslie H <Leslie.Boyd@rowancountync.gov>
Subject: BAs Needed - Systel Cost Per Copy - Contract Change Order Needed After

Good afternoon, Teresa

While processing the March Systel CPP invoice, I've determined that we'll likely be over budget before Year End in a handful of accounts.

Based on my projections, we'll need BAs for the accounts listed below, after which I can ask Mitzi or Leslie to do a Contract Change Order.

NOTE: a few accounts are projected to only be over by $50 - $100. I'll leave it to your discretion to decide if you want to amend those budgets.

Let me know if you have any questions, and thank you!!

Org	Object	2023 Revised Budget	2023 Actual Spent	2023 Encumb	MARCH INVOICE	OVER BUDGET?	AMT AVAIL AFTER MARCH	Projected Q4 Usage	Amt Needed
1154180	550007	2,500.00	2,347.19	152.81	286.42	NO	152.81	782.00	629.00
1154330	550007	2,080.00	1,874.03	205.97	258.01	NO	205.97	625.00	419.00
1154110	550007	1,200.00	1,123.02	76.98	372.43	NO	76.98	374.00	297.00
1155240	550007	900.00	785.23	114.77	99.51	NO	114.77	262.00	147.00
6354560	550007	400.00	379.30	20.70	52.08	NO	20.70	126.00	105.00
1155228	550007	450.00	401.77	48.23	34.40	NO	48.23	134.00	86.00
1154134	550007	450.00	396.57	53.43	73.23	NO	53.43	132.00	79.00
1154120	550007	1,500.00	1,166.36	333.64	977.33	NO	333.64	389.00	55.00

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Chris Eller | Accountant I
Rowan County Finance Department
130 West Innes St. Salisbury, NC 28144
[p] (704) 216-8164
www.rowancountync.gov

BA-10-844 - BOC 05-17

Final Audit Report 2023-05-01

Created:	2023-04-28
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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Transaction ID:	CBJCHBCAABAArzGELuwwCoAzU0zJ_6s4gwSBHCOspd_p

"BA-10-844 - BOC 05-17" History

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ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To increase revenue budget per the actuals and to increase medical supplies to purchase vaccines.

Prepared by: Karla Aldridge

Date: 4/27/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Insurance Immunization	R	11452503-453006	21,000	
Imm Medical Supplies	E	1155250-561045	21,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 10-840
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 04/28/2023		Date:	Posted by:
Signature: Alyssa Howe		Signature:	Approved by:

Anna R Burngarner May 2, 2023

Alyssa Harris, MPH
Public 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

April 27, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to increase Immunization revenue per the actuals and increase medical supply line to purchase vaccines.

Kind Regards,

Alyssa Harris, Public Health Director

G/L ACCOUNT - MASTER INQUIRY

Org code: 11452503 IMMUNIZATION STATE REVENUE
Object code: 453006 INSURANCE IMMUNIZATION
Project code:

Type: R
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5250	IMMUNIZATION ACTION PLAN
Activity	334	STATE FUNDING
Type	4	REVENUES

Full description: INSURANCE IMMUNIZATION Short desc: INS IMMUN
Reference Acct:

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-323.85	.00	.00	-11,000.00
02	-2,218.23	.00	.00	.00
03	-2,503.07	.00	.00	.00
04	-2,384.01	.00	.00	.00
05	-1,986.36	.00	.00	.00
06	-8,529.71	.00	.00	.00
07	-2,757.08	.00	.00	.00
08	-5,882.10	.00	.00	.00
09	-4,127.08	.00	.00	.00
10	-1,428.49	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-32,139.98	.00	.00	-11,000.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	-32,139.98	Original Budget	-11,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-32,139.98	Carry Fwd Budget	.00
Available Budget	21,139.98	Carry Fwd Bud Tfr	.00
Percent Used	292.18	Revised Budget	-11,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-11,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-11,000.00	PRESENT	-11,000.00
	.00	COMMISSION	.00
		APPROVED	-11,000.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155250 IMMUNIZATION EXPENDITURES
Object code: 561045 MEDICAL SUPPLIES
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5250	IMMUNIZATION ACTION PLAN
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: MEDICAL SUPPLIES
Reference Acct:

Short desc: MEDICAL SU
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	4,564.98	4,448.54	.00	35,000.00
02	476.66	3,246.88	.00	.00
03	9,879.98	-703.42	.00	.00
04	5,757.19	-2,522.33	.00	.00
05	3,783.27	15.51	.00	.00
06	1,698.77	398.28	.00	.00
07	403.58	-1,062.29	.00	.00
08	2,334.37	234.75	3,450.00	3,450.00
09	4,055.92	-4,055.92	.00	.00
10	623.08	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	33,577.80	.00	3,450.00	38,450.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	33,577.80	Original Budget	35,000.00
Encumbrances	.00	Budget Tranfr In	3,450.00
Requisitions	.00	Budget Tranfr Out	.00
Total	33,577.80	Carry Fwd Budget	.00
Available Budget	4,872.20	Carry Fwd Bud Tfr	.00
Percent Used	87.33	Revised Budget	38,450.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	42,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	35,000.00	PRESENT	35,000.00
	.00	COMMISSION	.00
		APPROVED	35,000.00

increase $21,000

BA-10-840 - BOC 05-17

Final Audit Report 2023-05-03

Created:	2023-05-02
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgYmTVRoJpTeWpcbArg7L7pvJRsMB0zyo

"BA-10-840 - BOC 05-17" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-05-02 - 3:55:18 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-05-02 - 3:55:51 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-05-03 - 1:07:49 AM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-05-03 - 1:07:49 AM GMT

ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To increase revenue to match actuals in Child Health and to move funding into salary & fringe to cover expenditures for FY.

Prepared by: Karla Aldridge

Date: 5/3/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Salary	E	1155210-510005	21,205	
Health Ins	E	1155210-520005	2,000	
Medicare	E	1155210-520010	308	
Retirement	E	1155210-520015	2,725	
Social Security	E	1155210-520020	1,315	
Workers' Comp	E	1155210-520025	425	
401(k)	E	1155210-520030	637	
Insurance Child Health	R	11452105-453005	24,000	
Child Health Fees	R	11452105-453030	4,615	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 11-099
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 05/03/23		Date:	Posted by:
Signature: Anna Burngamer		Signature:	Approved by:

Anna R Burngamer May 3, 2023

Alyssa Harris, MPH
Public 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

May 3, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align budgeted revenue with actual revenues to cover salary and fringe in Child Health for the FY.

Kind Regards,

Alyssa Harris, Public Health Director

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name	Health				
Position Title	TEMP PUBLIC HEALTH ED SPECIALIST				
Hours *(per week)*	40	Increase		Grade	26
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		No

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 21,205.00	$ -	$ -	$ 21,205.00
Health Insurance	$1,000 / Mo	2,000.00	-	-	2,000.00
Medicare	1.45%	308.00	-	-	310.00
Retirement	12.85%	2,725.00	-	-	2,730.00
Social Security	6.20%	1,315.00	-	-	1,320.00
Workers Comp (Varies)	2.00%	425.00	-	-	430.00
401(k)	3.00%	637.00	-	-	640.00
Total Salary / Benefits		28,615.00	-	-	28,635.00

Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 28,615.00	$ -	$ -	$ 28,635.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 11452105 CHILD HEALTH LOCAL REVEUE
Object code: 453030 CHILD HEALTH FEES
Project code:

Type: R
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5210	CHILD HEALTH
Activity	353	LOCAL FUNDING
Type	4	REVENUES

Full description: CHILD HEALTH FEES Short desc: CH HLTH F
Reference Acct:

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-49.00	.00	.00	-1,500.00
02	-837.20	.00	.00	.00
03	-690.09	.00	.00	.00
04	-348.04	.00	.00	.00
05	-345.00	.00	.00	.00
06	-809.40	.00	.00	.00
07	-1,154.80	.00	.00	.00
08	-584.60	.00	.00	.00
09	-703.34	.00	.00	.00
10	-594.40	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-6,115.87	.00	.00	-1,500.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	-6,115.87	Original Budget	-1,500.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-6,115.87	Carry Fwd Budget	.00
Available Budget	4,615.87	Carry Fwd Bud Tfr	.00
Percent Used	407.72	Revised Budget	-1,500.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-1,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-1,500.00	PRESENT	-1,500.00
	.00	COMMISSION	.00
		APPROVED	-1,500.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 11452105 CHILD HEALTH LOCAL REVEUE Type: R
Object code: 453005 INSURANCE CHILD HEALTH Status: A
Project code: Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5210	CHILD HEALTH
Activity	353	LOCAL FUNDING
Type	4	REVENUES

Full description: INSURANCE CHILD HEALTH Short desc: INS CLDHLH
Reference Acct:

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-3,182.18	.00	.00	-15,000.00
02	-4,051.66	.00	.00	.00
03	-6,092.10	.00	.00	.00
04	-3,720.51	.00	.00	.00
05	-3,094.76	.00	.00	.00
06	-3,015.12	.00	.00	.00
07	-3,537.54	.00	.00	.00
08	-2,860.99	.00	.00	.00
09	-7,133.16	.00	.00	.00
10	-2,312.06	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-39,000.08	.00	.00	-15,000.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	-39,000.08	Original Budget	-15,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-39,000.08	Carry Fwd Budget	.00
Available Budget	24,000.08	Carry Fwd Bud Tfr	.00
Percent Used	260.00	Revised Budget	-15,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-15,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-15,000.00	PRESENT	-15,000.00
	.00	COMMISSION	.00
		APPROVED	-15,000.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
Object code: 510005 SALARIES-REGULAR
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5210	CHILD HEALTH
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SALARIES-REGULAR
Short desc: SAL-REG
Reference Acct:
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-451.90	.00	.00	197,856.00
02	48,239.46	.00	.00	.00
03	22,210.61	.00	.00	.00
04	18,034.59	.00	.00	.00
05	15,819.53	.00	.00	.00
06	24,408.30	.00	.00	.00
07	15,952.83	.00	.00	.00
08	18,850.28	.00	.00	.00
09	19,055.93	.00	1,073.00	1,073.00
10	16,248.54	.00	.00	.00
11	5,698.76	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	204,066.93	.00	1,073.00	198,929.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	204,066.93	Original Budget	197,856.00
Encumbrances	.00	Budget Tranfr In	1,073.00
Requisitions	.00	Budget Tranfr Out	.00
Total	204,066.93	Carry Fwd Budget	.00
Available Budget	-5,137.93	Carry Fwd Bud Tfr	.00
Percent Used	102.58	Revised Budget	198,929.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	197,856.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	197,856.00	PRESENT	197,856.00
	.00	COMMISSION	.00
		APPROVED	197,856.00

Increase $21,205

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
Object code: 520005 HEALTH INSURANCE
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5210	CHILD HEALTH
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: HEALTH INSURANCE
Reference Acct:

Short desc: HLTH INSUR
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-2,645.52	.00	.00	40,500.00
02	10,849.41	.00	.00	.00
03	4,761.00	.00	.00	.00
04	3,991.31	.00	.00	.00
05	3,516.30	.00	.00	.00
06	3,544.71	.00	.00	.00
07	3,551.42	.00	.00	.00
08	4,175.25	.00	.00	.00
09	4,360.62	.00	.00	.00
10	3,607.42	.00	.00	.00
11	1,230.18	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	40,942.10	.00	.00	40,500.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	40,942.10	Original Budget	40,500.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	40,942.10	Carry Fwd Budget	.00
Available Budget	-442.10	Carry Fwd Bud Tfr	.00
Percent Used	101.09	Revised Budget	40,500.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	40,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	40,500.00	PRESENT	40,500.00
	.00	COMMISSION	.00
		APPROVED	40,500.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
Object code: 520010 MEDICARE TAX
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5210	CHILD HEALTH
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: MEDICARE TAX
Short desc: MEDI TAX
Reference Acct:
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	10.78	.00	.00	2,723.00
02	673.42	.00	.00	.00
03	295.54	.00	.00	.00
04	238.98	.00	.00	.00
05	209.22	.00	.00	.00
06	334.49	.00	.00	.00
07	213.36	.00	.00	.00
08	250.33	.00	.00	.00
09	252.31	.00	22.00	22.00
10	217.39	.00	.00	.00
11	76.02	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	2,771.84	.00	22.00	2,745.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	2,771.84	Original Budget	2,723.00
Encumbrances	.00	Budget Tranfr In	22.00
Requisitions	.00	Budget Tranfr Out	.00
Total	2,771.84	Carry Fwd Budget	.00
Available Budget	-26.84	Carry Fwd Bud Tfr	.00
Percent Used	100.98	Revised Budget	2,745.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	2,723.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	2,723.00	PRESENT	2,723.00
	.00	COMMISSION	.00
		APPROVED	2,723.00

increase 308

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
Object code: 520015 RETIREMENT
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5210	CHILD HEALTH
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: RETIREMENT
Reference Acct:

Short desc: RETIREMENT
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-54.91	.00	.00	23,825.00
02	5,861.08	.00	.00	.00
03	2,698.62	.00	.00	.00
04	2,191.18	.00	.00	.00
05	1,921.95	.00	.00	.00
06	2,965.57	.00	.00	.00
07	1,938.26	.00	.00	.00
08	2,290.30	.00	.00	.00
09	2,315.31	.00	187.00	187.00
10	1,974.19	.00	.00	.00
11	692.39	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	24,793.94	.00	187.00	24,012.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	24,793.94	Original Budget	23,825.00
Encumbrances	.00	Budget Tranfr In	187.00
Requisitions	.00	Budget Tranfr Out	.00
Total	24,793.94	Carry Fwd Budget	.00
Available Budget	-781.94	Carry Fwd Bud Tfr	.00
Percent Used	103.26	Revised Budget	24,012.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	22,350.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	23,825.00	PRESENT	23,825.00
	.00	COMMISSION	.00
		APPROVED	23,825.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
Object code: 520020 SOCIAL SECURITY TAX
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5210	CHILD HEALTH
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SOCIAL SECURITY TAX
Reference Acct:

Short desc: SS TAX
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	46.17	.00	.00	11,723.00
02	2,879.48	.00	.00	.00
03	1,263.71	.00	.00	.00
04	1,022.17	.00	.00	.00
05	894.55	.00	.00	.00
06	1,430.29	.00	.00	.00
07	912.21	.00	.00	.00
08	1,070.27	.00	.00	.00
09	1,078.64	.00	91.00	91.00
10	929.56	.00	.00	.00
11	325.08	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	11,852.13	.00	91.00	11,814.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	11,852.13	Original Budget	11,723.00
Encumbrances	.00	Budget Tranfr In	91.00
Requisitions	.00	Budget Tranfr Out	.00
Total	11,852.13	Carry Fwd Budget	.00
Available Budget	-38.13	Carry Fwd Bud Tfr	.00
Percent Used	100.32	Revised Budget	11,814.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	11,723.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	11,723.00	PRESENT	11,723.00
	.00	COMMISSION	.00
		APPROVED	11,723.00

increase $1315

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
Object code: 520025 WORKERS COMPENSATION
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5210	CHILD HEALTH
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: WORKERS COMPENSATION
Short desc: WKER COMP
Reference Acct:
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-18.78	.00	.00	3,970.00
02	1,185.96	.00	.00	.00
03	535.09	.00	.00	.00
04	433.80	.00	.00	.00
05	379.75	.00	.00	.00
06	587.11	.00	.00	.00
07	384.11	.00	.00	.00
08	453.75	.00	.00	.00
09	455.70	.00	37.00	37.00
10	387.04	.00	1,865.00	1,865.00
11	133.99	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	4,917.52	.00	1,902.00	5,872.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	4,917.52	Original Budget	3,970.00
Encumbrances	.00	Budget Tranfr In	1,902.00
Requisitions	.00	Budget Tranfr Out	.00
Total	4,917.52	Carry Fwd Budget	.00
Available Budget	954.48	Carry Fwd Bud Tfr	.00
Percent Used	83.75	Revised Budget	5,872.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	3,970.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	3,970.00	PRESENT	3,970.00
	.00	COMMISSION	.00
		APPROVED	3,970.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
Object code: 520030 401(K) CONTRIBUTIONS
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5115	CHILD HEALTH & PRIMARY CARE
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5210	CHILD HEALTH
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: 401(K) CONTRIBUTIONS
Short desc: 401K CONTR
Reference Acct:
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	19.59	.00	.00	5,855.00
02	1,286.75	.00	.00	.00
03	606.28	.00	.00	.00
04	521.34	.00	.00	.00
05	454.81	.00	.00	.00
06	695.66	.00	.00	.00
07	466.09	.00	.00	.00
08	565.54	.00	.00	.00
09	571.69	.00	44.00	44.00
10	482.85	.00	.00	.00
11	170.98	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	5,841.58	.00	44.00	5,899.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	5,841.58	Original Budget	5,855.00
Encumbrances	.00	Budget Tranfr In	44.00
Requisitions	.00	Budget Tranfr Out	.00
Total	5,841.58	Carry Fwd Budget	.00
Available Budget	57.42	Carry Fwd Bud Tfr	.00
Percent Used	99.03	Revised Budget	5,899.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	5,855.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	5,855.00	PRESENT	5,855.00
	.00	COMMISSION	.00
		APPROVED	5,855.00

BA-11-099 - BOC 05-17

Final Audit Report 2023-05-04

Created:	2023-05-03
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0VoVYY4Ki6viEwEzZJYaJdfKJ8PHw52C

"BA-11-099 - BOC 05-17" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-05-03 - 10:46:09 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-05-03 - 10:46:44 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-05-04 - 0:58:26 AM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-05-04 - 0:58:26 AM GMT

ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To align the budget with awarded funding from Smart Start CCHC Grant

Prepared by: Karla Aldridge

Date: 5/3/2023

BUDGET INFORMATION: Reviewed:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
SS-CCHC Revenue	R	11452293-434036		20,743
Appropriated FB	R	1143390-495000		12,322
Salaries-Regular	E	1155229-510005		27368
Medicare Tax	E	1155229-520010		390
Retirement	E	1155229-520015		3063
Social Security Tax	E	1155229-520020		1,668
Workers Comp	E	1155229-520025		842
401 (K)	E	1155229-520030		809
Travel	E	1155229-558000	575	
Training	E	1155229-559000		300
Office Supplies	E	1155229-561005	800	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 11-130
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 05/04/23		Date:	Posted by:
Signature: Alyssa Sears		Signature:	Approved by:

Anna Burgess

Alyssa Harris, MPH
Public 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

April 28, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget with the awarded funding from Smart Start Rowan for the Child Care Health Consultant. Awarded $59,267 on 7/1/2022 decreased $5,000 on 3/30/2023 for a total of $54,267.

Kind Regards,

Alyssa Harris, Public Health Director

Budget Change Sheet

Local Partnership: Smart Start Rowan, Inc.
FISCAL YEAR: 2022-2023
Amendment#: 1

DSP: Rowan County Health Dep.
Purpose Service Code: 3414
Eff. Date: 03/31/2023

Activity: Child Care Health Consultation
ActivityID: 214
Revision#: 1

AA Status: Approved

G/L Acct.	Description	Budget Amount to Change	Amount Changed	New Amount
51XX	11) Personnel	56,572.00	(5,000.00)	51,572.00
52XX	12) Contracted Professional Services	0.00	—	0.00
	13) Total Personnel/Contracted Service	**56,572.00**	**(5,000.00)**	**51,572.00**
531X	14) Office Supplies & Materials	1,000.00	—	1,000.00
538X	15) Service Related Supplies	0.00	—	0.00
	16) Total Supplies & Materials Costs	**1,000.00**	**0.00**	**1,000.00**
541X	17) Travel	1,200.00	—	1,200.00
542X	18) Communications & Postage	0.00	—	0.00
5430	19) Utilities	0.00	—	0.00
5440	20) Printing and Binding	0.00	—	0.00
545X	21) Repair and Maintenance	0.00	—	0.00
546X	22) Meeting/Conference Expense	0.00	—	0.00
5470	23) Employee Training (no travel)	200.00	—	200.00
5480	24) Advertising and Outreach	0.00	—	0.00
549X	25) Board Member Expense	0.00	—	0.00
	26) Total Non-Fixed Operation Expenses	**1,400.00**	**0.00**	**1,400.00**
5510	27) Office Rent (Land Buildings Etc.)	0.00	—	0.00
5520	28) Furniture Rental	0.00	—	0.00
5530	29) Equipment Rental (Phones Computers etc.)	0.00	—	0.00
5540	30) Vehicle Rental	0.00	—	0.00
5550	31) Dues Subscriptions and Fees	295.00	—	295.00
5560	32) Insurance & Bonding	0.00	—	0.00
5570	33) Book/Library Reference Material	0.00	—	0.00
5580	34) Mortgage Interest and Bank Fees	0.00	—	0.00
5590	35) Other Expenses	0.00	—	0.00
	36) Total Fixed Charges & Other Expenses	**295.00**	**0.00**	**295.00**
5610	37) Buildings & Improvements	0.00	—	0.00
5620	38) Leasehold Improvements	0.00	—	0.00
5630	39) Furniture/Non-Computer Eqpt. $500 + per item	0.00	—	0.00
5640	40) Computer Equipment/Printers $500+ per item	0.00	—	0.00
5650	41) Furniture/Eqpt. under $500 per item	0.00	—	0.00
	42) Total Property & Equipment Outlay	**0.00**	**0.00**	**0.00**
61XX	43) Purchases of Services	0.00	—	0.00
62XX	44) Contracts with Services Providers	0.00	—	0.00
66XX	45) Stipends/Scholarships	0.00	—	0.00
67XX	46) Cash Grants and Awards	0.00	—	0.00
69XX	47) Non-Cash Grants and Awards	0.00	—	0.00
	48) Total Services/Contracts/Grants	**0.00**	**0.00**	**0.00**
	Total Budgeted Expenditures	**$59,267.00**	**($5,000.00)**	**$54,267.00**

Account Name	Account Number	Current Budget	New Budget	Adjustments
Salaries	1155229-510005	$ 58,898.00	$ 31,530.00	$ 27,368.00
Health Insurance	1155229-520005	$ 12,000.00	$ 12,000.00	$ -
Medicare Tax	1155229-520010	$ 848.00	$ 458.00	$ 390.00
Retirement	1155229-520015	$ 7,115.00	$ 4,052.00	$ 3,063.00
Social Security Tax	1155229-520020	$ 3,623.00	$ 1,955.00	$ 1,668.00
Workers Comp	1155229-520025	$ 1,473.00	$ 631.00	$ 842.00
401(k)	1155229-520030	$ 1,755.00	$ 946.00	$ 809.00
Travel	1155229-558000	$ 625.00	$ 1,200.00	$ (575.00)
Training	1155229-559000	$ 500.00	$ 200.00	$ 300.00
Office Supplies	1155229-561005	$ 200.00	$ 1,000.00	$ (800.00)
Dues & Subscriptions	1155229-564050	$ 295.00	$ 295.00	$ -
		$ 87,332.00	$ 54,267.00	$ 33,065.00

Revenue 11452293-431036 75,010.00 54267.00 20,743.00

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name	Health				
Position Title	SS Child Care Health Consultant				
Hours *(per week)*	40	Increase		Grade	26
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		No

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 31,530.00	$ -	$ -	$ 31,530.00
Health Insurance	$1,000 / Mo	12,000.00	-	-	12,000.00
Medicare	1.45%	458.00	-	-	460.00
Retirement	12.85%	4,052.00	-	-	4,060.00
Social Security	6.20%	1,955.00	-	-	1,960.00
Workers Comp (Varies)	2.00%	631.00	-	-	640.00
401(k)	3.00%	946.00	-	-	950.00
Total Salary / Benefits		51,572.00	-	-	51,600.00

Other Costs				
Desk	-	-	-	-
Chair	-	-	-	-
Side chairs	-	-	-	-
Telephone	-	-	-	-
Computer	-	-	-	-
Bookcase	-	-	-	-
Vehicle	-	-	-	-
Travel	-	-	-	-
Training	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Equipment Costs	-	-	-	-
Total Cost	$ 51,572.00	$ -	$ -	$ 51,600.00

Smart Start Rowan
Revision Amendment Request Form

Section I. Basic Information

Local Partnership: **Smart Start Rowan** Contract #: **RCHD22-23**

Contractor Name: **Rowan County Health Department** Amendment #: 2

Activity: **Child Care Health Consultant** Revision #: _____

Section II. Change Requested

- ☐ Add new activity
- ☐ Change existing activity description
- ☐ Revise budget for an activity
- ☐ Terminate activity
- ☒ Amend budget for an activity
- ☐ Initiate Contract (___DSP/___LP)
- ☐ Full Allocation
- ☐ Administrative Budget Revision
- ☐ Initiation or Change to Private Contract
- ☐ Other Changes (dates, provisions, etc.)_____

Requested effective date:_____

****Accurate and complete contracts received between the 1st & 15th of the month will be effective the 1st of the following month. Those received between the 16th and the end of the month will be effective the 1st of the 2nd month following the month of submission.**

III. Justification. (attach additional sheets if necessary)

Personnel Line Item

Returned $5,000 to Smart Start from CCHC budget. FY 2022-2023 budget was $56,572 and is now $51,572.

Section IV. Signatures required to signify Local Partnership Board approval

Signature of Contract Administrator, Contractor	Date
Alyne Stevens	03/30/23
Authorized Signature, Contractor	Date
Amy Brown	3-30-23
Signature of Executive Director, Local Partnership	Date
[signature]	3-30-23
Signature of Board Chairman, Local Partnership (not required for Budget Revision)	Date

Section V. LP Approval/Denial/Acceptance

The contract/budget revision/amendment is approved as submitted effective _____.

The administrative/non-material budget revision is accepted as submitted effective _____.

The contract/budget revision/amendment is denied for the reason(s) stated below:

_____

_____

[signature]	3/30/23
Contract Coordinator Signature (LP)	**Date**

Activity Name: Child Care Health Consultation

Contract Activity Description (CAD): The Child Care Health Consultation model follows the North Carolina CCHC Service Model for implementation of the activity by providing the following services to child care facilities, staff and others as needed. Services that are provided using Smart Start dollars in this activity include: (1) Technical assistance: Technical assistance (in the form of coaching and modeling) provided to early childhood educators working in licensed and/or G.S. 110 child care facilities serving children birth to five years old. The Technical Assistance will be focused on improving the capacity of providers to identify and promote healthy and safe environments for children in child care settings. (2) Training for child care providers: Training for DCDEE credit hours provided on health and safety education related topics and coordination of CEU opportunities. The NC Child Care Health and Safety Assessment and Encounter Tool will be used to conduct classroom-based assessments to develop a quality improvement plan, informing technical assistance and training. Documentation is maintained for all technical assistance and training. The Child Care Health Consultant (CCHC) is a Registered Nurse with a Degree in Nursing (ASN or BSN) or a health professional with a minimum of a Bachelor's Degree in health education or a health-related field. The health professional is or will become a qualified CCHC in North Carolina through the completion of the NC Child Care Health Consultant Training course and receipt of a certificate of qualification.

G/L ACCOUNT - MASTER INQUIRY

Org code: 11452293 SMART START STATE REVENUE
Object code: 434036 SMART START CH CONSULTANT
Project code:

Type: R
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5110	WOMEN PREVENTATIVE HEALTH
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	334	STATE FUNDING
Type	4	REVENUES

Full description: SMART START CH CONSULTANT Short desc: SS CH CONS
Reference Acct:

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	-75,010.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	-2,749.31	.00	.00	.00
06	.00	.00	.00	.00
07	-13,109.14	.00	.00	.00
08	.00	.00	.00	.00
09	-5,560.12	.00	.00	.00
10	-11,057.04	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-32,475.61	.00	.00	-75,010.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	-32,475.61	Original Budget	-75,010.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-32,475.61	Carry Fwd Budget	.00
Available Budget	-42,534.39	Carry Fwd Bud Tfr	.00
Percent Used	43.30	Revised Budget	-75,010.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-75,010.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-75,010.00	PRESENT	-75,010.00
	.00	COMMISSION	.00
		APPROVED	-75,010.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155229 SMART START EXPENDITURES
Object code: 561005 OFFICE SUPPLIES
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5105	DENTAL CLINIC
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: OFFICE SUPPLIES
Reference Acct:

Short desc: OFFICE SUP
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	200.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	61.50	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	61.50	.00	.00	200.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	61.50	Original Budget	200.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	61.50	Carry Fwd Budget	.00
Available Budget	138.50	Carry Fwd Bud Tfr	.00
Percent Used	30.75	Revised Budget	200.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	200.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	200.00	PRESENT	200.00
	.00	COMMISSION	.00
		APPROVED	200.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155229 SMART START EXPENDITURES
Object code: 559000 TRAINING
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5105	DENTAL CLINIC
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: TRAINING
Short desc: TRAINING
Reference Acct:
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	500.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	500.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	.00	Original Budget	500.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	500.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	500.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	500.00	PRESENT	500.00
.00		COMMISSION	.00
		APPROVED	500.00

decrease $300

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155229 SMART START EXPENDITURES
Object code: 558000 TRAVEL
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5105	DENTAL CLINIC
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: TRAVEL
Short desc: TRAVEL
Reference Acct:
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	625.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	23.13	.00	.00	.00
07	.00	.00	.00	.00
08	14.80	.00	.00	.00
09	.00	.00	.00	.00
10	571.23	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	609.16	.00	.00	625.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	609.16	Original Budget	625.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	609.16	Carry Fwd Budget	.00
Available Budget	15.84	Carry Fwd Bud Tfr	.00
Percent Used	97.47	Revised Budget	625.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	625.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	625.00	PRESENT	625.00
	.00	COMMISSION	.00
		APPROVED	625.00

Invoice 0575.

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155229 SMART START EXPENDITURES
Object code: 520030 401(K) CONTRIBUTIONS
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5105	DENTAL CLINIC
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: 401(K) CONTRIBUTIONS
Short desc: 401K CONTR
Reference Acct:
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	1,755.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	54.25	.00	.00	.00
05	108.50	.00	.00	.00
06	158.51	.00	.00	.00
07	108.50	.00	.00	.00
08	108.50	.00	.00	.00
09	108.50	.00	.00	.00
10	108.50	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	755.26	.00	.00	1,755.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	755.26	Original Budget	1,755.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	755.26	Carry Fwd Budget	.00
Available Budget	999.74	Carry Fwd Bud Tfr	.00
Percent Used	43.03	Revised Budget	1,755.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	1,755.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	1,755.00	PRESENT	1,755.00
	.00	COMMISSION	.00
		APPROVED	1,755.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155229 SMART START EXPENDITURES
Object code: 520025 WORKERS COMPENSATION
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5105	DENTAL CLINIC
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: WORKERS COMPENSATION
Short desc: WKER COMP
Reference Acct:
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	1,473.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	45.23	.00	.00	.00
05	90.46	.00	.00	.00
06	132.16	.00	.00	.00
07	90.46	.00	.00	.00
08	90.46	.00	.00	.00
09	90.46	.00	.00	.00
10	90.46	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	629.69	.00	.00	1,473.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	629.69	Original Budget	1,473.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	629.69	Carry Fwd Budget	.00
Available Budget	843.31	Carry Fwd Bud Tfr	.00
Percent Used	42.75	Revised Budget	1,473.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	1,473.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	1,473.00	PRESENT	1,473.00
	.00	COMMISSION	.00
		APPROVED	1,473.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155229 SMART START EXPENDITURES
Object code: 520020 SOCIAL SECURITY TAX
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5105	DENTAL CLINIC
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SOCIAL SECURITY TAX
Reference Acct:

Short desc: SS TAX
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	3,623.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	98.83	.00	.00	.00
05	197.66	.00	.00	.00
06	301.07	.00	.00	.00
07	197.66	.00	.00	.00
08	197.66	.00	.00	.00
09	197.66	.00	.00	.00
10	197.66	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	1,388.20	.00	.00	3,623.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	1,388.20	Original Budget	3,623.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	1,388.20	Carry Fwd Budget	.00
Available Budget	2,234.80	Carry Fwd Bud Tfr	.00
Percent Used	38.32	Revised Budget	3,623.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	3,623.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	3,623.00	PRESENT	3,623.00
	.00	COMMISSION	.00
		APPROVED	3,623.00

decrease $1468.-

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155229 SMART START EXPENDITURES
Object code: 520015 RETIREMENT
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5105	DENTAL CLINIC
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: RETIREMENT
Reference Acct:

Short desc: RETIREMENT
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	7,115.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	219.70	.00	.00	.00
05	439.40	.00	.00	.00
06	641.93	.00	.00	.00
07	439.40	.00	.00	.00
08	439.40	.00	.00	.00
09	439.40	.00	.00	.00
10	439.40	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	3,058.63	.00	.00	7,115.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	3,058.63	Original Budget	7,115.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	3,058.63	Carry Fwd Budget	.00
Available Budget	4,056.37	Carry Fwd Bud Tfr	.00
Percent Used	42.99	Revised Budget	7,115.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	6,675.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	7,115.00	PRESENT	7,115.00
	.00	COMMISSION	.00
		APPROVED	7,115.00

dr 0107 $3063-

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155229 SMART START EXPENDITURES
Object code: 520010 MEDICARE TAX
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5105	DENTAL CLINIC
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: MEDICARE TAX
Reference Acct:

Short desc: MEDI TAX
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	848.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	23.11	.00	.00	.00
05	46.22	.00	.00	.00
06	70.41	.00	.00	.00
07	46.22	.00	.00	.00
08	46.22	.00	.00	.00
09	46.22	.00	.00	.00
10	46.22	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	324.62	.00	.00	848.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	324.62	Original Budget	848.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	324.62	Carry Fwd Budget	.00
Available Budget	523.38	Carry Fwd Bud Tfr	.00
Percent Used	38.28	Revised Budget	848.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	848.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	848.00	PRESENT	848.00
	.00	COMMISSION	.00
		APPROVED	848.00

decrease $390.-

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155229 SMART START EXPENDITURES
Object code: 510005 SALARIES-REGULAR
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5105	DENTAL CLINIC
Department	5100	HEALTH DEPARTMENT
Division	5120	DIRECTOR OF NURSING
Program	5229	SMART START-CCHC
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SALARIES-REGULAR
Reference Acct:

Short desc: SAL-REG
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	58,898.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	1,808.19	.00	.00	.00
05	3,616.38	.00	.00	.00
06	5,283.31	.00	.00	.00
07	3,616.38	.00	.00	.00
08	3,616.38	.00	.00	.00
09	3,616.38	.00	.00	.00
10	3,616.39	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	25,173.41	.00	.00	58,898.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	25,173.41	Original Budget	58,898.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	25,173.41	Carry Fwd Budget	.00
Available Budget	33,724.59	Carry Fwd Bud Tfr	.00
Percent Used	42.74	Revised Budget	58,898.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	58,898.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	58,898.00	PRESENT	58,898.00
	.00	COMMISSION	.00
		APPROVED	58,898.00

dpcuas
427,360

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Joni Hobbs

EXPLANATION IN DETAIL:
To cover the cost of resale items at Hurley Station DNP.
Inventory is low and will not last until next budget year.

Joni Hobbs
Date: 5/8/2023
515
Prepared by:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Hurley Station Concessions	R	1146233-425031	10,000	~~$10,000~~
Pur For Resale Hurley Station	E	1156233-561028	$10,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 11-242
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 5/8/2023		Date:	Posted by:
Signature: Joni Hobbs		Signature:	Approved by:

G/L ACCOUNT - MASTER INQUIRY

Org code: 1146233 TRAIN/CAROUSEL REVENUES Type: R
Object code: 425031 HURLEY STATION CONCESSIO Status: A
Project code: Budgetary: Y

Fund	1010	GENERAL FUND
Function	61	CULTURE AND RECREATION
Sub Function	6120	PARKS
Department	6200	PARKS AND RECREATION DEPT
Division	6233	TRAIN/CAROUSEL
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description: HURLEY STATION CONCESSIO Short desc: HS-CONCESS
Reference Acct:

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-6,407.00	.00	.00	-40,000.00
02	-15,162.35	.00	.00	.00
03	-6,378.25	.00	.00	.00
04	-5,194.55	.00	.00	.00
05	-1,459.50	.00	.00	.00
06	-8.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	-2,225.50	.00	.00	.00
10	-11,643.50	.00	.00	.00
11	-1,654.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-50,132.65	.00	.00	-40,000.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	-50,132.65	Original Budget	-40,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-50,132.65	Carry Fwd Budget	.00
Available Budget	10,132.65	Carry Fwd Bud Tfr	.00
Percent Used	125.33	Revised Budget	-40,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-40,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-40,000.00	PRESENT	-40,000.00
	.00	COMMISSION	.00
		APPROVED	-40,000.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156233 TRAIN/CAROUSEL EXPENDITURES Type: E
Object code: 561028 PUR FOR RESALE-HURLEY STATION Status: A
Project code: Budgetary: Y

Fund	1010	GENERAL FUND
Function	61	CULTURE AND RECREATION
Sub Function	6120	PARKS
Department	6200	PARKS AND RECREATION DEPT
Division	6233	TRAIN/CAROUSEL
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: PUR FOR RESALE-HURLEY STATION Short desc: RESALE-HS
Reference Acct: Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	5,222.91	9,226.56	.00	40,000.00
02	3,752.79	211.68	.00	.00
03	3,474.57	1,079.00	.00	.00
04	11,427.51	-10,305.56	.00	.00
05	343.12	.00	.00	.00
06	517.95	.00	.00	.00
07	686.30	.00	.00	.00
08	.00	.00	.00	.00
09	3,198.72	2,694.28	.00	.00
10	4,482.99	3,496.77	.00	.00
11	3,108.75	-3,123.49	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	36,215.61	3,279.24	.00	40,000.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	36,351.95	Original Budget	40,000.00
Encumbrances	3,279.24	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	39,631.19	Carry Fwd Budget	.00
Available Budget	368.81	Carry Fwd Bud Tfr	.00
Percent Used	99.08	Revised Budget	40,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	40,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	40,000.00	PRESENT	40,000.00
	.00	COMMISSION	.00
		APPROVED	40,000.00

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:	Jody Farrow-Bennett; Purchasing Director & Tracy Speaks; Deputy Elections Director
DATE:	5/15/2023
SUBJECT:	Sole-Source Inclusion Solutions - ISDC

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Board of Elections is looking to purchase seven 4-station voting booths from Inclusion Solutions - ISDC which is the exclusive USA distributor for Pakflatt Group. The purchase of these booths is not to exceed $6,748.00 not including taxes or freight.

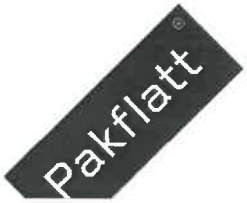
Attached are the sole source letter from Pakflatt and the quote from Inclusion Solutions.

Board of Commissioners to approve sole-source and authorize the Purchasing Director to approve the purchase; not to exceed $6,748.00 not including taxes or freight.

ATTACHMENTS:

Description	Upload Date	Type
Sole Source Letter	5/2/2023	Cover Memo
Quote	5/3/2023	Cover Memo

Pakflatt Group
22 Springtown Park
Springtown Ind. Est.
Londonderry, BT48 0LY
Northern Ireland
Tel: + 44 [0] 2871 287111



Inclusion Solutions - ISDC
Exclusive USA Distributor
2000 Greenleaf St., Suite 3
Evanston, IL 60202, USA
Tel: (847) 869 2500

To Whom It May Concern

January 12, 2023

The Pakflatt Group® of Londonderry, Northern Ireland, is the sole manufacturer of the MXB-ICX Booth, Fortress® & Orion® ballot boxes. These innovations compliment the full range of Pakflatt Elections products including the Benjamin Franklin® voting booth system, Franklin Jr. (Frankie) Single Voting Booth , our Totem & Triple Crown sign systems and all parts and accessories.

The full range of Pakflatt® election products are available in the United States of America, only by making contact with our Exclusive National Distributor, Inclusion Solutions at the above address. We do not sell directly to election officials or other commercial organisations.

Since October 2009 to-date, the partnership of Pakflatt®/Inclusion Solutions has succeeded in supplying these unique and innovative products to some 1,100 counties across 48 American States and three US National Territories.

Respectfully,

Patrick McGonagle MBE CEng FIET
Managing Director
Pakflatt Group

inclusion=solutions

Inclusion Solutions
2000 Greenleaf St.
Suite 3 Evanston, IL 60202
www.inclusionsolutions.com
Email contact@inclusionsolutions.com
Tel 847-869-2500
Fax 847-869-2515

Sales Quote

Quote #	SQ-011270
Date	4/18/2023

Billing Address	**Rowan NC, County Elections** 1935 Jake Alexander Blvd. W Suite D 10 Salisbury, NC 28147	Shipping Address	**Rowan NC, County Elections** 1935 Jake Alexander Blvd W Suite D10 Salisbury, NC 28147
Contact	Tracy Speaks	Email	tracy.speaks@rowancountync.gov
Phone	704-216-8142	Fax#	(704) 216-8145

Sales Rep
James Young

SKU	Description	Quantity	Unit Price	Discount per Unit	Sub-Total
4SFRKLN	Franklin® 4-Station Voting Booth	7	$969.00	$5.00	$6,748.00

Remarks: Sole source, universally designed.

Sub-Total	$6,748.00
Tax	$472.36
Shipping	$302.69
Total	$7,523.05

To approve quote, sign and fax back to 847-869-2515 or sign, scan document, and email to sales@inclusionsolutions.com

Quote Approved by:_____(Sign Here)
*By signing this quote, I authorize Inclusion Solutions to ship the product listed herein and acknowledge that I have followed all state, county, or local purchasing requirements

In this global economy, pricing and shipping costs change rapidly. Prices good for 30 days from Quote Date.
Updated pricing available online at www.inclusionsolutions.com or call 847-869-2500.

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:	Jody Farrow-Bennett, Director of Purchasing/Contract Administration, Sheriff Travis Allen
DATE:	5/15/23
SUBJECT:	Wellpath – Amendment # 2 (Contract 22030)

Rowan County Sheriff's Office has a current contract with Wellpath to provide healthcare for inmates. Wellpath has requested a second amendment with a price increase for FY24. This increase is for the 4% or $42,868.30 over the FY23 contract price. This increase will bring the annual cost from $1,071,707.52 to $1,114,575.82.

Attached is notice from Wellpath for the price increase.

Recommendation: Board of Commissioners authorize County Manager to approve the requested price increase from Wellpath making the total annual amount $1,114,575.82.

ATTACHMENTS:

Description	Upload Date	Type
Contract 22030	5/8/2023	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.®

Rowan County Purchasing Department
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8100
Fax 704-216-8110

To: Aaron Church, Rowan County Manager

From: Sheriff Travis Allen

Date:05/04/2023

Subject: Change Order Contract# 22030

Department Comments:
The Rowan County Sheriff's Office would like to continue with the Wellpath contract. We are satisfied with the accommodations they have made for requested improvements. The 2023-2024 agreement shows a 4.0% increase over the previous contract. Also, the base amount will increase from 1,071,707.52 to 1,114575.82 annually, 92,881.32 per month. WellPath is not a sole source provider for inmate healthcare. As of BY2023/24 we are going on a yearly basis contractually.

Finance Comments:

Acknowledgment from Department Director

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

DocuSign Envelope ID: 8E6B271F-946B-4ECB-B7AB-AE525CEEA1D9

wellpath
To hope and healing.

February 21, 2023

Captain Scott Duffell
Rowan County Sheriff's Office
115 W. Liberty Street
Salisbury, North Carolina 28144

SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH SERVICES AT ROWAN COUNTY, NORTH CAROLINA EFFECTIVE JULY 1, 2023

Re: Annual Renewal for the Inmate Health Care Services Agreement 2023 - 2024

Greetings, Captain Duffell:

Wellpath is proud to partner with Rowan County, and we are excited to move into another year of delivering quality healthcare to your inmates.

Per Section 9.0 of our Agreement, the term of our contract will end June 30, 2023, and automatically renew for an additional one-year period beginning July 1, 2023, through June 30, 2024.

As stated in Article 9.0.1, upon each renewal, the parties shall negotiate an increase to the annual compensation in accordance with the Consumer Price Index for all Urban Consumers, US City Average for Medical Care Services, not less than 3.0% and not-to-exceed 5.0%. The published CPI for September 2022 was 6.5% for September 2022.

To maintain the quality and standard of medical services provided to the inmates, Wellpath requests an increase of 4.0%. We understand the importance of controlling expenses, but providing adequate medical care to inmates is critical to the jail's operation. The proposed increase will help us to meet the increased costs of providing medical services to inmates and maintain our commitment to providing high-quality care.

Application of the 4.0% increase revises the base annual amount for professional health care services rendered at Rowan County from July 1, 2023, through June 30, 2024, from $1,071,707.52 annually to **$1,114,575.82** annually, **$92,881.32** per month.

As such, the Agreement shall be amended as follows by deleting Section 8.0 of the Agreement in its entirety and inserting the following language in lieu thereof:

> 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the County to Wellpath is $1,114,575.82 for a period of 12 months, payable in equal monthly installments. Each installment shall be at $92,881.32, pro-rated for any partial months and subject to any reconciliations set forth below. Each monthly payment is to be paid by the County to Wellpath before or on the first day of the month of service.

If the County agrees, please have this letter signed by a duly authorized representative of the County in the space provided and email a signed copy to Andrea Knox, Sr. Retention Specialist, at ***akknox@wellpath.us.***

Pursuant to Section 11.16, this letter shall serve as the Second Amendment to the Agreement upon written consent of all Parties. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through the end of the contract period.

Wellpath®
3340 Perimeter Hill Dr.
Nashville, TN 37211
www.wellpathcare.com

DocuSign Envelope ID: 8E6B271F-946B-4ECB-B7AB-AE525CEEA1D9

wellpath
To hope and healing.

We greatly appreciate our partnership and look forward to another successful year working together. Please feel free to contact Christopher Mosley, Regional Director of Operations for Rowan County, at 404-595-7921 with any additional questions or concerns you may have.

Sincerely,

Stan Wofford
Senior Vice President

Cc: Christopher Mosely, Regional Director of Operations
Adolfo Cisnero, Senior Director, Contract Retention

AGREED TO AND ACCEPTED AS STATED ABOVE:

Rowan County, North Carolina	**Wellpath, LLC**
By: _____	**By:** DocuSigned by: Justin Searle 3F7F2B2BE96B469...
Name: _____	**Name:** Justin Searle
Title: _____	**Title:** President, Local Government Healthcare
Date: _____	**Date:** 2/21/2023

Wellpath®
3340 Perimeter Hill Dr.
Nashville, TN 37211
www.wellpathcare.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:	Jody Farrow-Bennett, Director of Purchasing/Contract Administration
DATE:	5/15/23
SUBJECT:	Randolph & Sons Builders Inc. – Woodleaf Park – Contract Approval (Missing A201-2017 form)

ATTACHMENTS:

Description	Upload Date	Type
AIA Form	5/10/2023	Cover Memo
Supplementary General Conditions	5/10/2023	Cover Memo

DRAFT

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

«Woodleaf Community Park »
«9215 Gym Street
Woodleaf NC 27054 »

THE OWNER:
(Name, legal status and address)

«Rowan County »« »
«130 West Innes Street
Salisbury NC 28144 »

THE ARCHITECT:
(Name, legal status and address)

«Alfred Benesch & Company »« »
«2359 Perimeter Pointe Parkway
Suite 350
Charlotte NC 28208 »

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1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

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5 SUBCONTRACTORS

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7 CHANGES IN THE WORK

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9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

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relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

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the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

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similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

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number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

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.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;

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.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

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procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

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timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

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Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

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properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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User Notes: (1833916515)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

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provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

DRAFT

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User Notes: (1833916515)

00 73 13 – SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify AIA Document A201-2007, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 2 OWNER

Delete Section 2.2.5 and substitute the following:

§ 2.2.5 The Owner shall furnish the Contractor a complete sets of digital documents of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid via the Office's Digital Site. Access to the Site will be made available to approved General Contractors.

ARTICLE 3 CONTRACTOR

Add the following Section 3.2.5 to Section 3.2:

> **§ 3.2.5** The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

Add Section 3.4.2.1 to Section 3.4.2:

> **§ 3.4.2.1** After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:
>
> **.1** Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
>
> **.2** Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
>
> **.3** Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitutions, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
>
> **.4** Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following to the end of Section 3.4.2:

> **§ 3.4.2.2** The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

Add Section 3.6.2 to Section 3.6

§ 3.6.2 The Contractor shall provide certified proof of payment of state and local sales and use taxes in accordance with General Requirements (Division 01 of the Specifications).

Add Sections 3.9.4 and 3.9.5 to Section 3.9

§ 3.9.4 If the superintendent fails to perform satisfactorily the Contractor shall remove the superintendent and propose a replacement superintendent to whom the Owner and Architect have no reasonable objection in accordance with this Section.

§ 3.9.5 If in the opinion of the Owner or Architect, the superintendent fails to perform satisfactorily, the Architect may request the superintendent be removed. The Contractor shall propose a replacement superintendent in accordance with this Section.

Add Section 3.12.11 to Section 3.12:

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

Add Section 3.13.11 to Section 3.13:

§ 3.13.1 Owner will secure separate contractors for various work. The General Contractor shall provide the Owner's separate contractors access to areas where work is located. Sequence and schedule work appropriately.

ARTICLE 4 ARCHITECT

Add Section 4.2.2.1 to Section 4.2.2:

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

ARTICLE 7 CHANGES IN THE WORK

Add Section 7.1.4 to Section 7.1:

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15% Max) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, ten percent (10%) of the amount due the Subcontractors.

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, five percent (5%) of the cost.

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.

.6 In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $1,000 (one thousand dollars) be approved without itemization.

Delete Section 7.3.8 and substitute the following:

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall include no less that five percent (5%) profit, but no allowances for overhead, as confirmed by the Architect. When both additions and credits covering the Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

ARTICLE 8 TIME

Add Section 8.2.4 to Section 8.2

§ 8.2.4 The Contractor shall achieve Substantial Completion of the entire Work not later than **120 calendar days** from the date of commencement. Final Acceptance for this project shall be achieved within 30 calendar days from the date of Substantial Completion. All Final Close Out Documents shall be finalized and submitted within 30 calendar days from Final Acceptance.

ARTICLE 9 PAYMENTS AND COMPLETION

Add Section 9.3.1.3 to Section 9.3.1:

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments.

Add Section 9.8.3.1 to Section 9.8.3:

§ 9.8.3.1 The Architect will perform no more than two inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents.

Add Section 9.10.1.1 to Section 9.10.1:

§ 9.10.1.1 The Architect will perform no more than two inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents.

Add Section 9.10.2.1. to Section 9.10.2:

> **§ 9.10.2.1** In addition to the items listed in Section 9.10.2, final payment shall nor any remaining retained percentage shall not become due until the Contractor submits to the Architect 1) warranties and guarantees required by the Contract Documents and 2) project record documents in accordance with General Requirements (Division 01 of the Specifications).

Add Section 9.11 to Article 9:

> **§ 9.11** The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages, and not as a penalty, for each calendar day of delay after the date established for Final Completion in the Contract Documents until the Work is finally complete: **One Thousand Dollars ($1,000.00).**

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

Add Sections 10.2.4.1 and 10.2.4.2 to Section 10.2.4:

> **§ 10.2.4.1** When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.
>
> **§ 10.2.4.2** If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

ARTICLE 11 INSURANCE AND BONDS

(SEE INVITATION TO BID FOR ADDITIONAL INFORMATION)

Add the following paragraph:

> **All Policies:** Must be written on a primary basis, non-contributory with any other insurance coverage's and/or self-insurance carried by Rowan County.

Delete the semicolon at the end of Section 11.1.1.1 and add:

> including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

Delete the semicolon at the end of Section 11.1.1.2 and add:

> or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that section;

Add Sections 11.1.2.1, 11.1.2.2, 11.1.2.3, and 11.1.2.4 to Section 11.1.2:

§ 11.1.2.1 The Contractor shall maintain Workers Compensation and Employers Liability Insurance affording:

.1 Protection under the Workers Compensation Law of all States in which the work is to be performed or where the employee resides or must travel.

.2 Employers Liability protection subject to a limit of not less than:

(SEE INVITATION TO BID FOR ADDITIONAL INFORMATION)

A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance.

§ 11.1.2.2 The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than:

(SEE INVITATION TO BID FOR ADDITIONAL INFORMATION)

This coverage must include:

.1 Blanket contractual coverage to provide coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that such paragraph is insured and it must be signed by the insurance company, not the agent or broker.

.2 CGL must include coverage for liability arising from products-completed operations and liability assumed under an insured contract.

.3 If the CGL insurance has a general aggregate limit then ISO endorsement CG2503 (03/97) or its equivalent must be added. The Designated Construction Project(s) General Aggregate Limit must be maintained for the duration of the agreement and the limit must be twice the minimum required occurrence limit.

.4 Contractor's protective coverage for his subcontractors.

.5 Coverage for the hazards commonly referred to as the X, C & U exclusions, where excavation, collapse or undermine perils are necessary.

.6 The CGL, policy shall contain no endorsement or modification limiting the scope of coverage
for liability arising from pollution, explosion, collapse, underground property damage, or damage to the work.

A Certificate of Insurance shall be issued confirming this coverage under a Comprehensive General Liability policy. EACH TYPE OF COVERAGE REQUESTED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE.

This Certificate must also include obligating the insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance and shall name Rowan County and its Council, officers, employees, agents, and volunteers as additional Insured's on ISO endorsement CG2010 or a substitute providing equivalent coverage and CG2037.

§ 11.1.2.3 The contractor shall maintain Comprehensive Automobile Liability coverage in the amounts not less than:

(SEE INVITATION TO BID FOR ADDITIONAL INFORMATION)

A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance, and name Rowan County as an additional insured.

Delete Section 11.3 Property Insurance and substitute the following:

§ 11.3 Builders Risk or Installation Floater Provided by Contractor – Completed Value Basis

§ 11.3.1 Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builder's Risk Insurance in the amount of the initial Contract Amount plus values of subsequences, modifications, change orders, and loss of materials supplied or installed by others comprising the value of the entire project at the site on a replacement cost basis without optional deductibles. Such Builder's Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than Gaston County has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk insurance shall include interests of Rowan County, the General Contractor, subcontractors and sub-tier contractors in the project.

§ 11.3.1.1 The Builder's Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, soft costs (1), flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation , backfilling, filling, and grading.

§ 11.3.1.2 Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.

§ 11.3.1.3 The Builder's Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. The Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy. The Builder's Risk Policy shall remain in force until acceptance of the project by Gaston County.

§ 11.3.1.4 Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

§ 11.3.1.5 The deductible shall not exceed **$5,000 for builder's risk or installation floater and up to $25,000 for flood or earthquake** and shall be the responsibility of the Contractor.

§ 11.3.1.6 Rowan County insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

§ 11.3.1.7 If the Owner is damaged by failure of Contractor to maintain insurance as required in this section, then the Contractor shall bear all reasonable costs properly attributed to that failure. Coverage's shall be written for 100% of the completed value (replacement cost basis) of the work being performed. Waiver of Subrogation is to apply against all parties named as insured's but only to the extent the loss is covered. Other coverage's may be required if provided in Contract documents.

§ 11.3.1.8 If Rowan County is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the County, then the Contractor shall all reasonable costs properly attributable thereto. Contractors engaged in modifications of existing structures are required to secure a Beneficial Occupancy Endorsement which enables Rowan County to occupy the facility during construction.

Delete Section 11.4.1 and substitute the following:

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

Add the following Section 12.2.2.4 to Section 12.2.2:

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

ARTICLE 15 CLAIMS AND DISPUTES

Add Sections 15.1.5.3, 15.1.5.4, 15.1.5.5, 15.1.5.6, and 15.1.5.7 to Section 15.1.5

§ 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent to interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.5.5 No adjustment in Contract Time or Contract Sum shall be permitted due to a concealed or unknown condition which does not differ materially from the Contract Documents or which reasonably could have been determined by the Contractor in performance of obligations under Section 3.2.

§ 15.1.5.6 The Initial Decision Maker will not review Claims for additional compensation or time due to alleged differences between existing site conditions and the Contract Documents unless accompanied by certified survey showing that errors exist in the Contract Documents. In addition, the Contractor shall show to substantiate a Claim that such errors between pre-construction conditions and the Contract Documents will require additional material or more Work than could be reasonably be estimated from the Contract Documents.

§ 15.1.5.7 Claims for additional time due to adverse weather conditions shall include Climatologic Reports prepared by the National Oceanic and Atmospheric Administration for the project site. In addition, Claims shall include a schedule showing the critical path activities that were affected by adverse weather. Reports, for the previous ten years indicating the average monthly precipitation from the nearest reporting station, shall be submitted to substantiate Claims. The ten-year average will be used to establish the number of adverse weather days by month the Contractor could expect during performance of the Work. Additional time may be claimed for any month of construction for time lost provided a critical path activity was affected by adverse weather. An adverse weather day is defined as a rain event exceeding 'one and a half'-tenth inch or a snow event exceeding one inch within a twenty-four hour time period. A one-day time extension may be claimed for each day of adverse weather in excess of the ten-year average per month provided a critical path activity was adversely affected.

NOTIFICATION:

The instructional document entitled **'INVITATION TO BID FOR ROWAN COUNTY'** shall be the prevailing governing instructional document. If, there are conflicts between the 'Invitation to Bid for Rowan County' and either the 'Instructions to Bidders' or 'Supplementary General Conditions' the 'Invitation to Bid for Rowan County' shall prevail and control. The additional requirements as described within the 'Instructions to Bidders' or 'Supplementary General Conditions' are required.

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: Sarah Pack, Clerk to the Board
DATE: 5/15/23
SUBJECT: Proclamation Recognizing Wild Bill's Service

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	5/10/2023	Cover Memo

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

Aaron Church, County Manager
Sarah Pack, 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

Proclamation Recognizing The Service of
William "Wild Bill" Albert Corriher, Jr.

Whereas, William "Wild Bill" Albert Corriher, Jr., a lifetime resident of Rowan County, was born May 18th 1929 in China Grove, North Carolina, and has farmed in Rowan County for most of his life; and

Whereas, Wild Bill served in the United States Army from 1955 to 1957 and was stationed at Fort Jackson, South Carolina, and Fort Myers, Virginia; and

Whereas, Wild Bill is currently the longest-serving American Legion Commander in the state of North Carolina, serving as the Commander of Freeze-Seymour American Legion Post 185 in China Grove since 1979; and

Whereas, Wild Bill has been a strong supporter of the South Rowan Junior Reserve Officers' Training Corps (JROTC) and the Future Farmers of American (FFA) programs, including organizing and supporting the South Rowan JROTC banquet since the early 1980s; and

Whereas, upon finding out the nationwide JROTC program was being discontinued in 1990, Wild Bill was the driving force behind lobbying the United States Congress to save the program; and

Whereas, understanding the importance of the JROTC program to the development of our future military leaders, Wild Bill founded the Wild Bill JROTC scholarship in 1990, which provides funding to well deserving JROTC students, and has raised over $100,000.00 for this fund.

Now, Therefore, be it proclaimed that the Rowan County Board of Commissioners give sincere thanks for Wild Bill's service and sacrifice to our nation, our county, and our youth.

This the 15th day of May 2023.

_____
Gregory C. Edds, Chairman
Board of Commissioners

ATTEST:

_____
Sarah Pack, NCCCC
Clerk to the Board

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: Sarah Pack, Clerk to the Board
DATE: 5/15/23
SUBJECT: Recognition for Retiring President/CEO of Nazareth Child & Family Connection

---

ATTACHMENTS:

Description	Upload Date	Type
Proclamation Outstanding Community Contributions	5/3/2023	Cover Memo

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

Aaron Church, County Manager
Sarah Pack, 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

PROCLAMATION RECOGINIZING VERNON WALTERS FOR OUTSTANDING COMMUNITY CONTRIBUTIONS

WHEREAS, The Rowan County Board of Commissioners wishes to celebrate outstanding community members and their accomplishments and considers Vernon Walters to be a valued community member worthy of recognition; and

WHEREAS, Vernon Walters has committed his life to serving the community in order to help shape the lives of young people in Rowan County and surrounding areas and has worked to increase the services and continuum of care provided to the community; and

WHEREAS, Vernon Walters has served as the President and Chief Executive Officer of the American Children's Home, the Executive Director of Sipe's Orchard Home for Boys, and most recently was the President and Chief Executive Officer of Nazareth Child and Family Connection, based in Rockwell, North Carolina, for twenty-four years; and

WHEREAS, Vernon Walters has provided the leadership to include Residential Level II services, Day Treatment services, and Mental Health and Substance Abuse counseling in the agency's array of services and has opened locations in Salisbury, Albemarle, and Lexington, and established the infrastructure needed to ensure Nazareth obtained and maintains accreditation through the Council on Accreditation; and

WHEREAS, Nazareth Child and Family Connection was founded in 1906 and currently provides for forty to fifty residents at any given time, sheltering young people, teaching life skills, and helping youth to develop into successful contributing members of society; and

WHEREAS, the mission statement of Nazareth Child and Family Connection is "to provide the highest quality of services with a commitment to excellence while empowering youth and families in developing solutions that ensure successful outcomes," and Vernon Walters wholly embodies that mission.

NOW THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners recognizes the outstanding community service provided by Vernon Walters throughout his career, not only in Rowan County but across the State of North Carolina, and urges all citizens to join in congratulating Vernon Walters on an outstanding career with Nazareth Child and Family Connection. Your work is appreciated by the community, and the Board of Commissioners thanks you for your dedicated service and wishes you a joyful retirement.

This the 15th day of May 2023.

_____
Gregory C. Edds, Chairman
Rowan County Commissioners

ATTEST:

_____
Sarah Pack, NCCCC
Clerk to the Board

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: Sarah Pack, Clerk to the Board
DATE: 5/15/23
SUBJECT: Recognition of Emergency Services

ATTACHMENTS:

Description	Upload Date	Type
Proclamation 911 Communications Center of the Year	5/3/2023	Cover Memo
EMS Week Proclamation	5/9/2023	Cover Memo

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

Aaron Church, County Manager
Sarah Pack, 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

PROCLAMATION RECOGNIZING THE
ROWAN COUNTY 911 COMMUNICATION CENTER
AS 2023 COMMUNICATION CENTER OF THE YEAR

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property, and

WHEREAS, the ROWAN COUNTY 911 COMMUNICATION CENTER is the single vital link between first responders and persons seeking immediate relief during an emergency; and

WHEREAS, the dispatchers in the ROWAN COUNTY 911 COMMUNICATION CENTER are tasked with not only assessing critical and emergency situations, but efficiently dispatching the appropriate response to each caller's need; and

WHEREAS, the ROWAN COUNTY 911 COMMUNICATION CENTER contributes substantially to the mitigation of crime, apprehension of criminals, suppression of fires, and overall safety and welfare of our community by responding to 25,319 Emergency Medical Services calls, 26,851 fire calls, and 149,925 law enforcement calls in 2022; and

WHEREAS, the Rowan County Board of Commissioners is committed to celebrating and honoring the men and women whose diligence and professionalism keep our county and citizens safe, and would like to thank the dispatchers and other staff in the 911 COMMUNICATION CENTER for their unwavering dedication to the safety of the community.

NOW THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners would like to congratulate and recognize the ROWAN COUNTY 911 COMMUNICATION CENTER dispatchers and staff for being awarded the **2023 COMMUNICATIONS CENTER OF THE YEAR** award from the North Carolina Chapter of the National Emergency Number Association.

This the 15th day of May 2023.

_____
Gregory C. Edds, Chairman
Rowan County Commissioners

ATTEST:

_____
Sarah Pack, NCCCC
Clerk to the Board

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
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Aaron Church, County Manager
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PROCLAMATION RECOGNIZING MAY 21-27, 2023, AS EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services are a vital public service and the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE the Rowan County Board of Commissioners does hereby proclaim the week of May 21-27, 2023, as **EMERGENCY MEDICAL SERVICES WEEK** with the EMS Strong theme, THIS IS EMS: Caring for Our Communities, and encourages the community to observe this week with appropriate programs, ceremonies, and activities.

This the 15th day of May 2023.

_____
Gregory C. Edds, Chairman

ATTEST:

_____
Sarah Pack
Clerk to the Board

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: Sarah Pack, Clerk to the Board
DATE: 5/15/23
SUBJECT: Proclamation Shield-A-Badge

ATTACHMENTS:

Description	Upload Date	Type
Proclamation Shield-A-Badge	5/3/2023	Cover Memo

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

Aaron Church, County Manager
Sarah Pack, 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

PROCLAMATION
TO ESTABLISH MAY AS
SHIELD-A-BADGE WITH PRAYER AWARENESS MONTH

WHEREAS*,** the ***Shield-A-Badge With Prayer program works to affirm the commitment of Rowan County Law Enforcement Officers and encourages citizen awareness and appreciation for these officers; *and*

***WHEREAS*,** the program invites citizens to commit to pray for an officer every day for one year and to send birthday cards and notes of thanks to these officers; *and*

***WHEREAS*,** through the generosity of individuals, businesses and churches that have donated services and fundraisers, 10,500 Bibles, 4,000 Shield-A-Badge Bible Promise Books and 11,200 New Testaments have been purchased to be given away; *and*

***WHEREAS*,** the *Shield-A-Badge With Prayer* program began in 1995 in Rowan County, by Chaplain Michael Taylor and has begun to expand statewide, reaching out to other counties, municipalities, colleges, hospitals, correctional facilities, 911 communicators, probations officers, animal control officers, state highway patrol troopers, fire departments, Clerk of Court employees, magistrates, judges, District Attorney's Office, County Commissioners, sheriffs, First Responders, Emergency Medical Services and attorneys; *and*

***WHEREAS*,** through the dedication and travels of Chaplain Taylor, counties from across the state are receiving encouragement and training for chaplains.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby establish the month of May as

***Shield-A-Badge With Prayer Awareness Month*.**

This the 15th day of May, 2023.

_____
Gregory C. Edds, Chairman
Rowan County Commissioners

ATTEST:

_____
Sarah Pack, NCCCC
Clerk to the Board

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: Sarah Pack, Clerk to the Board
DATE: 5/15/23
SUBJECT: Proclamation Law Enforcement Week 2023

ATTACHMENTS:

Description	Upload Date	Type
Proclamation Law Enforcement Week 2023	5/3/2023	Cover Memo

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

Aaron Church, County Manager
Sarah Pack, 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

PROCLAMATION
LAW ENFORCEMENT WEEK

WHEREAS, in 1962, President John F. Kennedy signed a Presidential Proclamation that set aside May 15th as National Peace Officers' Memorial Day and the week of May 15-21 as National Police Week; *and*

WHEREAS, the members of all the law enforcements agencies in Rowan County play an essential role in safeguarding the rights and freedoms of all our citizens; *and*

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agencies; *and*

WHEREAS, members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; *and*

WHEREAS, law enforcement officers, past and present, have faithfully and loyally rendered a dedicated service to this County and have established for themselves an enviable and enduring reputation to preserving the rights and security of all citizens.

THEREFORE, BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby proclaim May 15-21, 2023 as **LAW ENFORCEMENT WEEK.**

NOW, THEREFORE BE IT FURTHER PROCLAIMED that the Rowan County Board of Commissioners calls upon all citizens of Rowan County to observe May 17, 2023 as **PEACE OFFICERS' MEMORIAL DAY** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, or, have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

This the 1st day of May, 2023.

_____
Gregory C. Edds, Chairman
Rowan County Commissioners

ATTEST:

_____
Sarah Pack, NCCCC
Clerk to the Board

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:	4/6/2023
SUBJECT:	Aviation Management Consulting Group (AMCG)

Aviation Management Consulting Group (AMCG) was contracted to complete an Airport Assessment, Aeronautical Rent Study, Aeronautical Fee Study, and assist in the development of Primary Management and Compliance Documents (Rules and Regulations and Minimum Standards) and updated Airport Advisory Board Bylaws.

Over the past sixteen months (16) AMCG and internal and external Stakeholders have reviewed drafts of the PMCD documents and provided input. The review process included tenant and advisory board meetings as well as an online portal created to anonymously collect feedback. Each comment received was documented and responded to appropriately.

Attachments:

- Airport Assessment
- Airport Tenant Survey Results
- Airport Advisory Body Bylaws
- Airport Rent Study
- Airport Fee Study
- Rules and Regulations
- General Aviation Minimum Standards
- Comment Compilation and Response
- Commercial Operator and Lessee Application
- Supplemental Information Request Form
- Commercial Operator Permit
- Non-Commercial Self-Fueling Application/Permit

Approve and adopt the proposed Rules and Regulations, Minimum Standards, Advisory Board Bylaws, and associated forms.

Approve the proposed new rental rates and airport fees for implementation beginning July 1, 2023.

ATTACHMENTS:

Description	Upload Date	Type
Airport Assessment	5/1/2023	Exhibit
Airport Tenant Survey Results	5/1/2023	Exhibit
Airport Advisory Body Bylaws	5/1/2023	Exhibit
Airport Fee Study	5/1/2023	Exhibit
Rules and Regulations	5/1/2023	Exhibit
General Aviation Minimum Standards	5/1/2023	Exhibit
Comment Compilation and Response	5/1/2023	Exhibit
Commercial Operator and Lessee Application	5/1/2023	Exhibit
Supplemental Information Request Form	5/1/2023	Exhibit
Commercial Operator Permit	5/1/2023	Exhibit
Non-Commercial Self-Fueling Application/Permit	5/1/2023	Exhibit
Airport Rent Study	5/1/2023	Exhibit
Rent Study Comparison	5/1/2023	Exhibit
Presentation	5/1/2023	Presentation

Aviation Management Consulting Group

Airport Assessment

Rowan County

Mid-Carolina Regional Airport

July 8, 2022

AMCG
Aviation Management
Consulting Group

July 8, 2022

Valerie Steele, C.M., ACE, ASC
Airport Director
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147

RE: Airport Assessment

Dear Valerie:

This report conveys Aviation Management Consulting Group's (AMCG's) observations, opinions, findings, and recommendations relating to the airport assessment of Mid-Carolina Regional Airport (Airport) for Rowan County (County).

AMCG evaluated the planning, development, operations, finances, and management of the Airport to develop short-term and long-term recommendations that, in AMCG's opinion, are most consistent with a best practices approach considering the circumstances that exist at the Airport and the conditions that exist in the market as of the effective date of this report. In addition to the short-term and long-term recommendations, AMCG identified current initiatives in process for the Airport.

AMCG is pleased to have been called on to conduct this assessment and provide the associated recommendations. Please contact me if you have any questions pertaining to the findings or opinions conveyed in this report.

Helping your aviation management excellence,

David C. Benner, C.M.
Managing Consultant
Aviation Management Consulting Group, Inc.

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I. EXECUTIVE SUMMARY

Scope of Work: This report conveys AMCG's observations, opinions, findings, and recommendations relating to the airport assessment of Mid-Carolina Regional Airport (Airport).

Table 1 – Assessment Recommendations

	Areas	Details
Current Initiatives	Revenue Enhancements	Implement market-based aeronautical rental rates (based on *Airport Rent Study*) and cost-recovery fees (based on *Airport Fee Study*)
	Rules and Regulations	Implement new *Rules and Regulations* and implement utilization of a *Non-Commercial Self-Fueling Permit*
	Minimum Standards	Adopt new *Minimum Standards* and implement utilization of a *Commercial Operator and Lessee Application* and *Commercial Operator Permit*
	Advisory Body Bylaws	Update and codify new bylaws to increase effectiveness of Advisory Body
Short-Term Recommendations	Agreement Compliance Review	Organize and review existing agreements to ensure accuracy of expiration dates, reversion protocols, and rent basis
	Agreement Templates	Develop new agreement templates - commercial/non-commercial agreements, T-hangar/executive hangar license agreement
	Accounting Protocols	Implement accounting protocols to establish independent Airport and FBO departments
	Fuel Pricing Program	Develop fuel pricing program to include appropriate fees and target margin (jet and avgas) with discount program
	FBO Services Enhancements	Enhance FBO services and amenities that cater to transient customers and implement marketing outreach program
	Airfield Inspection Protocols	Develop airfield self-inspection program and implement daily, documented airfield inspections
	Tenant and Community Engagement	Implement tenant and community engagement program including operational discussions for safe practices related to skydiving operations
	Leasing/Rents and Fees Policy	Outline leasing practices (including reversion and subleasing) and policy for establishing rents and fees
	Annual Hangar Inspection Protocols	Conduct annual hangar inspection (with Fire personnel) to ensure compliance
Long-Term Recommendations	Terminal Area Plan	Develop a comprehensive plan to determine location and layout of east side development
	Airport Operations Manual	Develop Airport Operations Manual based on 14 CFR Part 139 and incorporate the Airfield Inspection Protocols.
	Airport Master Plan	Update *Airport Master Plan* no later than 2028
	North T-Hangars (T1 - T20)	Negotiate new agreements with definitive expiration and reversion protocols
	Environmental Compliance	Update and implement current environmental practices compliant with legal requirements
	Information Management System	Implement electronic management system including property (lease) management
	Security Enhancements	Conduct a security review and analysis to identify short- and long-term security systems and protocols
	Airport Staffing Plan	Analyze current/future staffing needs to ensure adequate staff to support the operation and management of the Airport and FBO
	Inclement Weather Procedures	Formalize protocols during periods of inclement weather
	Air Traffic Control Tower Development	Monitor aircraft operations to determine if planning and construction of an Air Traffic Control Tower is feasible

II. INTRODUCTION

A. Scope of Work

Aviation Management Consulting Group (AMCG) conducted an airport assessment (Assessment) of Mid-Carolina Regional Airport (Airport) for Rowan County (County). The primary goal of the Assessment is to develop a series of recommendations intended to enhance the Airport's overall planning, operational, financial, and managerial performance while positioning the Airport for future growth and development. AMCG's observations, opinions, findings, and recommendations are consistent with a best practices approach, considering the circumstances that exist at the Airport and the conditions that exist in the market.

B. Project Approach

AMCG conducted an evaluation and assessment of the planning, development, operations, finances, and management of the Airport. Specifically, AMCG reviewed historical documentation and current practices related to the (1) airport sponsor organization, (2) airport organization, (3) airport planning, management, and compliance documents, (4) airport operations, (5) airport airside land infrastructure, (6) aviation products, services, and facilities, (7) airport facilities, (8) airport environment, (9) community environment, (10) general environment, and (11) airport finances. The most significant observations, opinions, and findings, detailed in this report, consist of the top 10 areas (in the short-term and long-term) in priority order. Additionally, AMCG identified current initiatives in process for the Airport.

AMCG's recommendations are designed to provide a foundation for future development and operational improvements at the Airport. **It is important to note that AMCG conducted an assessment focused primarily on airport operations and management and secondarily on airport planning, development, and finances.**

To achieve the scope of work, representatives of AMCG (David Benner – Managing Consultant and Katie Gainer – Senior Aviation Analyst) conducted a site visit from Monday, February 21st, 2022 – Wednesday, February 23rd, 2022, which included the following:

- meetings with County representatives, Airport and Fixed Base Operator (FBO) management/staff, Airport Advisory Body representatives, commercial aeronautical operators at the Airport, and tenants of the Airport,
- tour the Airport to understand the current operation, management, and development, and
- hosted a public meeting for stakeholders (commercial aeronautical operators, tenants, users, and interested parties) to provide additional input and answer related questions.

During the on-site meetings, current practices, challenges, and issues were discussed, including, but not limited to, the following:

- Airport/FBO operations and maintenance practices
- Staff roles and responsibilities
- Mission and vision for the Airport
- Value of the Airport to the community and region
- Strengths, weakness, opportunities, and threats for the Airport
- Goals and aspirations for the Airport
- Airport advisory body models
- Commercial aeronautical operators and major users of the Airport
- Management and facility improvements
- Airport current and future land use
- Airport marketing plan

To complete the Assessment, AMCG reviewed all available documents provided by the County. The most pertinent and contemporary documents include the following:

Management and Planning:

- Current organizational structure and job descriptions
- Airport Advisory Body Bylaws (amended January 14, 2020)
- Airport Layout Plan (2016)
- Airport Master Plan (2008)
- Airport Certificate of Insurance (effective date July 1, 2021)
- Airport Land Use Plan (October 3, 2016)
- Transportation Improvement Program (2020 – 2026)
- Rowan County Airport Minimum Standards and Requirements
- Strategic Plan (including mission, vision, values, goals, and objectives)
- Chapter 21: Zoning, Rowan County Code of Ordinances (October 17, 2016)
- Stormwater Pollution Prevention Plan (January 15, 2011)

Rents, Fees, and Financial:

- Hangar numbering protocols and property maps
- Current rent role (November 3, 2021)
- Fuel Discount Program
- Rates and Fees Schedule (towing, hangars, conference room)
- Asset Inventory (2021)
- Budget Analysis (2022)
- Income Statement (2021)

Operational:

- Fuel Volumes (2017 – 2021)
- NCDOT Pavement Condition Index
- Lease agreements (land, T-hangar, executive hangar, Limited FBO)

III. BACKGROUND

A. Community Overview

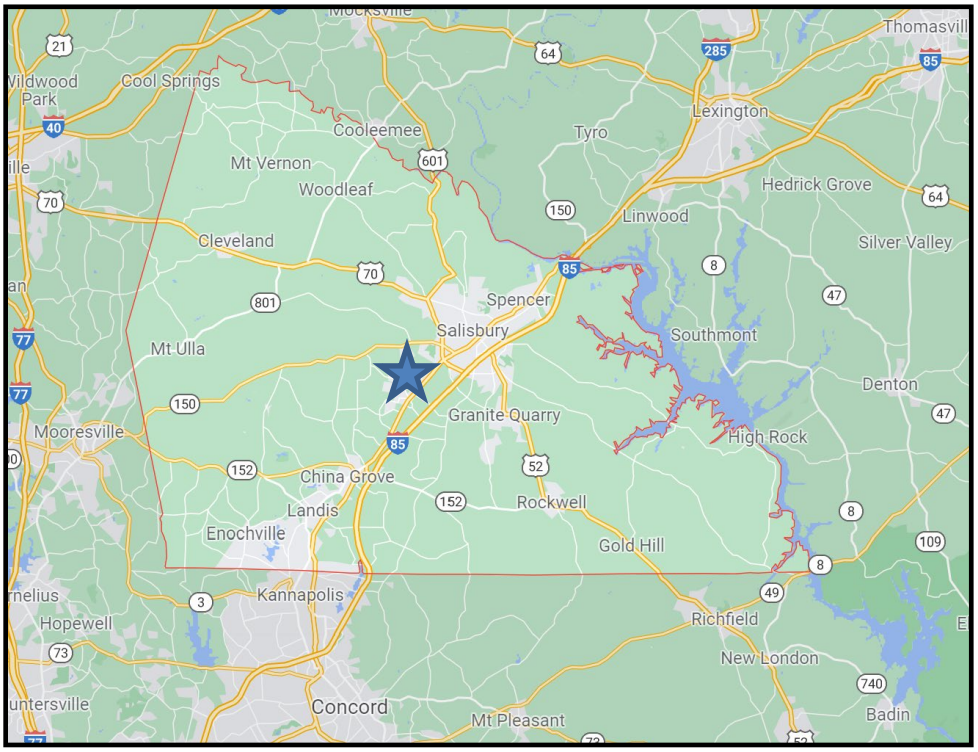
1. Airport Sponsor

The Airport is owned and operated by the County with an Airport Advisory Board made up of five members serving three-year terms. These members consist of two pilots (or airport tenants) and three members of the business community appointed by the County Board of Commissioners. The purpose of the Airport Advisory Board is to advise and make recommendations to the County Manager and the Board of Commissioners on policy matters as it relates to the operation and management of the Airport.

2. Geographic Location

The Airport is located approximately four miles southwest of the City of Salisbury (City) central business district and within the County. As identified in Figure 1, the County is centrally located between Lexington and Concord, North Carolina.

Figure 1 – Geographic Location



3. Demographics

The population of the City has increased a total of 0.6% which results in a compounded annual increase of 0.1% from 33,524 in 2014 to 35,540 in 2020 (U.S. Census Bureau estimate).

The population of the County has increased a total of 1.5% or a compounded annual increase of 0.3% from 138,246 in 2014 to 146,875 in 2019 (U.S. Census Bureau estimate).

4. Business and Industry

The largest employment sectors of the City and the County are (1) educational services, health care and social assistance, (2) manufacturing, and (3) retail trade. These employment sectors account for approximately 55.9% of the employment in the City and 46.8% of the employment in the County.

5. Economic Factors

The civilian labor force of the City has increased from 13,504 in 2014 to 13,856 in 2021 (U.S. Census Bureau), which represents a total increase of 15.5% or a compounded annual increase of 2.9%. The civilian labor force of the County has increased from 63,884 in 2014 to 64,309 in 2021 (U.S. Census Bureau), which represents a total increase of 5.6% or a compounded annual increase of 1.1%.

As identified by the U.S. Bureau of Labor Statistics, the unemployment rate of the City was estimated at 4.3% and the unemployment rate of the County was estimated at 3.6% (for March 2022). The County had a lower unemployment rate in comparison to the City and the U.S. national unemployment rate of approximately 3.7% (for March 2022).

B. Airport Overview

1. Airport Description

The Airport, which consists of approximately 400 acres of land, has one runway, as follows:

- Runway 02/20: 5,501 feet long and 100 feet wide, asphalt in good condition.

The Airport does not have an Air Traffic Control Tower but is served by one Instrument Landing System (ILS) for Runway 20 and multiple non-precision approaches (LOC, NDB, and RNAV-GPS). The Airport is designated a General Aviation Airport in the Federal Aviation Administration (FAA) *National Plan of Integrated Airports System (NPIAS)* and a Regional Airport in the FAA *General Aviation Airports: A National Asset* study.

Access to the Airport is secured by fencing with locking pedestrian and vehicular gates. The vehicular gate adjacent to the FBO terminal building remains open while attended.

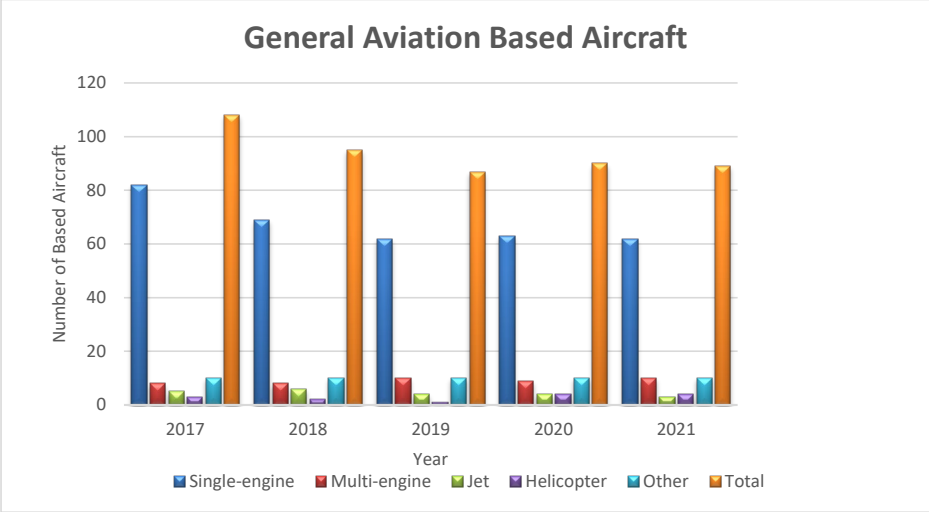
2. Airport Operations

Total aircraft operations at the Airport where approximately 51,000 in 2020, as reported by the FAA Master Record 5010. Total general aviation aircraft operations consisted of approximately 20,000 local operations (or approximately 39%) and approximately 25,000 itinerant operations (or approximately 49%). The remaining 6,000 operations (or approximately 12%) consisted of air taxi and military operations.

3. *Based Aircraft*

Figure 2 illustrates the number of based aircraft at the Airport from 2017 to 2021, as reported by the FAA Master Record 5010.

Figure 2 – General Aviation Based Aircraft



As shown in Table 2, 89 aircraft are currently based at the Airport. From 2017 to 2021, the number of total aircraft based at the Airport has decreased a total of 17.6%, or a compounded annual decrease of 4.72%.

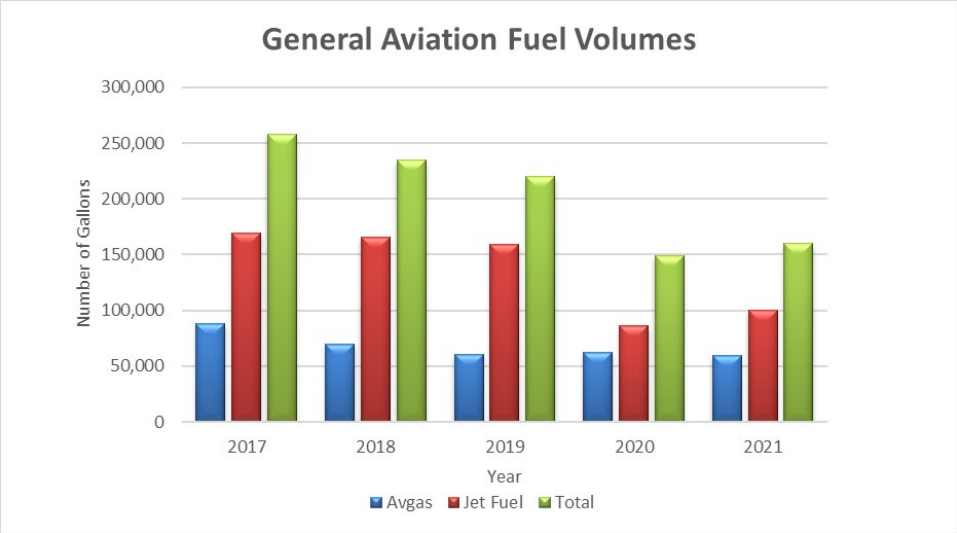
Table 2 – General Aviation Based Aircraft

General Aviation Based Aircraft							
Year	Single-engine	Multi-engine	Jet	Helicopter	Other	Total	% Change
2017	82	8	5	3	10	108	N/A
2018	69	8	6	2	10	95	-12.0%
2019	62	10	4	1	10	87	-8.4%
2020	63	9	4	4	10	90	3.4%
2021	62	10	3	4	10	89	-1.1%

4. *Fuel Volumes*

Figure 3 depicts total general aviation fuel volumes (by type – jet fuel and avgas) at the Airport from 2017 to 2021, as reported by Airport management.

Figure 3 – General Aviation Fuel Volumes



As depicted in Table 3, total general aviation fuel volumes decreased from 257,919 gallons in 2017 to 159,706 gallons in 2021, which represents a total decrease of 38.08% or a compounded annual decrease of 11.29%. Since 2020, total general aviation fuel volumes have increased a total of 7.5%. Additionally, approximately 65.86% of the general aviation fuel volume is jet fuel.

Table 3 – General Aviation Fuel Volumes

General Aviation Fuel Volumes				
Year	Avgas	Jet Fuel	Total	% Change
2017	88,588	169,331	257,919	N/A
2018	69,296	165,521	234,817	-9.0%
2019	60,937	159,247	220,184	-6.2%
2020	62,393	86,216	148,609	-32.5%
2021	59,346	100,360	159,706	7.5%

5. Commercial Operators

The County serves as the fixed base operator providing fueling (jet and avgas), line services, and aircraft parking (hangar and tiedown). Multiple commercial operators provide, on a combined basis, aircraft maintenance, aircraft rental, flight training, and skydiving operations.

IV. CURRENT INITIATIVES

A. Revenue Enhancements

AMCG recommends implementing market-based aeronautical rental rates (based on the *Airport Rent Study*) and cost-recovery fees (based on the *Airport Fee Study*).

As outlined in the FAA *Airport Sponsor Assurances*, it is incumbent on the County to develop a rents and fees program that makes the Airport as financially self-sustaining as possible given the circumstances that exist. The most direct manner to address this obligation is to implement fair market rents and cost-recovery fees which ensure the Airport is generating necessary revenues to cover expenses, fund future projects, and maintain adequate financial reserves.

As such, AMCG recommends the County implement the findings of AMCG's *Airport Rent Study* for the aeronautical land and improvements leased from the County. To derive the opinion of market rent, rental rates on a comparative basis for similar land and improvements at comparable and competitive airports (and at national and regional airports) were analyzed to support a market based rental rate. Additional information pertaining to the methodology and process can be reviewed in Airport Cooperative Research Program (ACRP) Report 213 – *Guidebook for Estimating Market Value and Establishing Market Rent at Small Airports*.

AMCG also recommends the County implement the findings of AMCG's *Airport Fee Study* to establish aeronautical fees designed to help recover the operating expenses and non-operating uses of funds that have been and are anticipated to be incurred by County relating to the planning, development, operation, management, and marketing of the Airport.

It is important to note, if the County leases land and/or improvements for non-aeronautical uses, an appraisal should be conducted to determine the market value and/or market rent based on the local market.

B. Rules and Regulations

AMCG recommends adopting the new *Rules and Regulations* to establish new foundational documents for the management and operation of the Airport.

One of the most important elements of effective airport management is to ensure Primary Management and Compliance Documents (PMCDs) are established and current to guide the management, operation, security, and maintenance of the Airport. The development of these critical documents requires commitment from the airport sponsor and staff to ensure the resulting policy documents are reasonable and appropriate for the Airport. The current PMCDs (*Rules and Regulations* and *Minimum Standards*) need to be updated to reflect contemporary industry best practices. Additionally, the *Rules and Regulations* and *Minimum Standards* should be two separate but complimentary documents.

As such, AMCG recommends implementing new *Rules and Regulations* as developed by AMCG. In conjunction with *Rules and Regulations*, the County should utilize a *Non-Commercial Self-Fueling Permit* for any entity conducting non-commercial self-fueling on the Airport.

The *Rules and Regulations* will set forth the rules and regulations for the safe, orderly, and efficient operation and use of the Airport as well as outline the general provisions and defined words that are common to all PMCDs. The purpose of *Rules and Regulations* is to protect public health, safety, interest, and welfare on the Airport and to restrict any activity or action that would interfere with the safe, orderly, and efficient operation and use of the Airport. The *Rules and Regulations* will also clearly delineate acceptable practices related to aircraft maintenance within hangars, storage of non-aeronautical items within hangars, and using hangars for housing and/or sleeping purposes.

Upon adoption of new *Rules and Regulations*, AMCG recommends the County revise Chapter 6 of the existing Code of Ordinances to eliminate duplication and ensure consistency.

C. Minimum Standards

AMCG recommends adopting the new *Minimum Standards* to establish new foundation documents for the management and operation of the Airport.

One of the most important elements of effective airport management is to ensure PMCDs are established and current to guide the management, operation, security, and maintenance of the Airport. The development of these critical documents requires commitment from the airport sponsor and staff to ensure the resulting policy documents are reasonable and appropriate for the Airport. The current PMCDs (*Rules and Regulations* and *Minimum Standards*) need to be updated to reflect contemporary industry best practices. Additionally, the *Rules and Regulations* and *Minimum Standards* should be two separate but complimentary documents.

As such, AMCG recommends adopting new *Minimum Standards* as developed by AMCG. In conjunction with *Minimum Standards*, the County should utilize a (1) *Commercial Operator and Lessee Application* for an entity interested in engaging in commercial aeronautical activities or leasing and/or improvements as well as a (2) *Commercial Operator Permit* for those entities providing commercial aeronautical activities.

The *Minimum Standards* will set forth the minimum requirements that need to be met as a condition for conducting commercial general aviation aeronautical activities at the 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 (including independent activities).

The *Minimum Standards* will also clearly delineate the proprietary exclusive rights currently exercised by the County (i.e., commercial aircraft fueling, aircraft line services, and commercial aircraft storage).

Upon adoption of new *Minimum Standards*, AMCG recommends the County revise Chapter 6 of the existing Code of Ordinances to eliminate duplication and ensure consistency.

D. Advisory Body Bylaws

AMCG recommends updating and codifying new Airport Advisory Body (AAB) Bylaws to increase the effectiveness of the AAB.

The AAB was formed by the County to assist and advise the County Board of Commissioners (Board) to "ensure that the Mid-Carolina Regional Airport is maintained and developed in such a manner that will continue to be a high-quality aviation facility for its [Airport] users and a good neighbor in the community, recognizing that both the users and community may change as Rowan County continues to grow and develop." The AAB, by virtue, is advisory in nature and consists of five members serving three-year terms. The members consist of two pilots (or airport tenants) and three members of the business community appointed by the Board.

AMCG recommends implementing recommended revisions to the Bylaws to (1) enhance the form and function of the AAB to align with the intent and purpose of an advisory body and (2) increase the effectiveness and useability of the existing Bylaws. When properly structured and focused, advisory bodies play an instrumental role in establishing policies and guiding future development of an airport. An airport advisory body can provide critical guidance and recommendations to the Board in conjunction with the Airport Director.

V. SHORT-TERM RECOMMENDATIONS

A. Agreement Compliance Review

AMCG recommends reviewing established agreements to ensure the current tenant and leased premises (land and/or improvements) are accurately identified, rental rates are updated as quickly as possible to reflect current Airport rents and fees, and the agreement has not expired.

The County has a significant number of short-term license agreements (i.e., less than one year) and long-term lease agreements (i.e., greater than one year). Given the nature of short-term license agreements, the County can implement necessary updates in a more timely manner.

There are agreements which include a specific adjustment date to the rental rate which is inconsistent with other agreements. FAA Sponsor Assurance #22 states “each fixed-base operator [or tenant] at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-base operators [or tenants] making the same or similar uses of such airport and utilizing the same or similar facilities.” The rental rate for Lease #18, #19, and #21 was set by the original agreement in through Year 15 (2029). However, Lease #20 has expired which can create disparity between rental rates upon entering a new agreement. Lease #50 is a ground lease within a nested row of T-hangars while the remaining T-hangars are leased on a month-to-month, retail basis.

B. Agreement Templates

AMCG recommends developing new license and lease agreement templates for aeronautical uses that reflect contemporary legal requirements for leasing land and/or improvements at the Airport.

Based on AMCG’s review of existing lease agreements, the County and tenants (current and prospective) would benefit from updating existing agreement templates to be consistent with contemporary language and industry best practices. New agreement templates could accommodate commercial and non-commercial aeronautical activities on a short-term basis (license agreement) or long-term basis (lease agreement) while serving as a basis for negotiation with current and prospective tenants.

C. Accounting Protocols

AMCG recommends the County create two financial departments within the Airport account (Account 4540 Airport) to enhance Airport fee determinations and FBO fuel margin analysis.

As outlined in the Airport Fund regular budget, all revenues and expenses related to the operation and management of the Airport and FBO are consolidated in one account (Account 4540 Airport). A consolidated financial approach is problematic in two key areas:

- Difficultly in establishing cost-recovery fees to specifically recover the costs being incurred by the County relating to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport.
- Difficulty in determining an appropriate fuel pricing margin (including payment of a fuel flowage fee to the Airport department) to cover the costs and expenses of operating, managing, and marketing the FBO.

In the alternative to the current approach, AMCG recommends creating two financial departments consisting of the Airport and the FBO. While this approach will require County and Airport management to make informed allocations of certain expenses to each department (e.g., payroll, utilities, rent, capital expenditures, etc.), the County will be able to appropriately analyze the financial performance of each department. By conducting a financial performance of each department, the County can establish cost-recovery fees to recover the costs and expenses of the Airport as well as establish a fuel pricing margin to recover costs and expenses of the FBO as well as a target profit margin.

D. Fuel Pricing Program

AMCG recommends the County restructure the current fuel pricing program while implementing a fuel flowage fee consistent with the *Airport Fee Study*.

AMCG understands the fuel pricing program utilizes target margins but does not include a fuel flowage fee paid by the FBO to the Airport. Additionally, Airport documentation conveys two different fuel discount programs included in the *Rowan County Airport Minimum Standards and Requirements* and *Fuel Discount Program*. Both programs are based on volume purchases. However, the fuel discount program conveyed in the *Rowan County Airport Minimum Standards and Requirements* utilizes a cost-plus basis for all customers while the *Fuel Discount Program* utilizes a retail price discount basis for based and transient customers.

Based on discussions with Airport management and staff, the target margins do not appear unreasonable, but the target margins are based on past practices rather than current financial performance of the FBO.

The County should adopt a fuel pricing program consistent with industry best practices that includes a fuel flowage fee and target margin. The per gallon fuel flowage fee should be charged to any entity dispensing aviation fuel at the Airport. A restructured target margin approach based on current financial performance of the FBO will permit better financial forecasting. While the County can monitor retail fuel pricing in comparison to other surrounding and competitive airports, the target margin approach will correlate the retail fuel price and the wholesale purchase price by the County.

Additionally, the County should ensure all documented discount programs are consistent. Fuel pricing discount programs are common within the industry focused on based tenants and transient customers (using volume discounts). Combined with an enhanced marketing program, the County could offer discounts to weekend customers or during special events.

E. FBO Services Enhancements

AMCG recommends the County enhance FBO services and amenities that cater to transient customers and implement a marketing outreach program.

The FBO services currently offered by the County address typical areas including fueling (jet and avgas), ground handling, passenger and crew services, and aircraft parking and storage. The FBO also has access to the Airport terminal building which provides a customer area, lounge, restrooms, flight planning room, and crew rest area. Additionally, it was expressed multiple times through discussions with stakeholders that the attitude and helpfulness of FBO personnel was an asset. The FBO could further leverage the Airport's strengths and opportunities while managing and eliminating weaknesses and threats.

AMCG understands a key aspect of the FBO marketing program is fuel pricing. While this is an effective strategy, the County could leverage additional services and amenities targeted at transient customers to expand the FBO reach. For example, if a transient customer arrives after-hours (between 8:00 p.m. and 8:00 a.m.), the Airport terminal building and related amenities (restrooms, crew rest area, etc.) are not accessible. Providing access to necessary amenities (e.g., restrooms and crew rest area) along with access to the vending machines could be a simple way to ensure needs of transient customers are exceeded. Dependent on the manner in which services and amenities are added for transient customers, additional personnel may be necessary (Section VI. Long-Term Recommendations, H. Airport Staffing Plan).

The County could also work with existing Aircraft Maintenance Operators at the Airport to ensure call-out services for line maintenance are readily available. Focusing on FBO amenities will help develop and further the FBO's (and Airport's) brand.

As outlined in the existing Minimum Standards, the County is exercising its proprietary exclusive right for commercial aircraft fueling. In the future, the County could conduct an *FBO Options Analysis* to identify the potential options pertaining to the development, operation, and management of the FBO from a County, customer, and financial perspective.

F. Airfield Inspection Protocols

AMCG recommends developing an airfield self-inspection program based on 14 Code of Federal Regulation (CFR) Part 139 protocols and implement daily, documented airfield inspections.

The safe and secure operation of the Airport is the most critical component of airport management. Unsafe conditions can have catastrophic consequences for aircraft operators, Airport users, and the surrounding public while creating immense liability exposure for the County. It is extremely important the County document and expand the current airport safety self-inspection program monitoring specific Airport conditions to identify unsafe conditions for prompt corrective actions. Self-inspection is a primary responsibility of the County as the airport sponsor.

AMCG understands self-inspections occur but are not documented daily. Further, AMCG recognizes the Airport is not a 14 CFR Part 139 certified but believes a daily self-inspection program based on 14 CFR Part 139 is the best way to ensure the safe operation of the Airport.

Primary attention during the airfield inspection should be given to critical safety items such as pavement areas, safety areas, markings, signage, lighting, aircraft rescue and firefighting, fueling operations, navigational aids, ground vehicles, obstructions, public protection, hazard management, and airfield construction. The airfield inspection program should ensure the Airport is inspected at least daily including during the hours of darkness. AMCG understands Airport staff conduct airfield inspections, but it is not documented.

The FAA has developed standards for airport safety self-inspection programs under 14 CFR Part 139 for airports capable of serving air carrier operators. While these requirements are mandatory for airports holding a 14 CFR Part 139 Airport Operating Certificate, the regulations contain many safety practices the FAA recommends for use at all airports. FAA Advisory Circular (AC) 150/5200-18C *Airport Safety Self-Inspection* provides guidance for the development of an effective self-inspection program.

G. Tenant and Community Engagement

AMCG recommends the County implement a tenant and community engagement program including operational discussions for safe practices related to skydiving operations.

During discussions with multiple stakeholders, AMCG understands there are concerns and apprehension related to the skydiving operations occurring at the Airport. Also, involvement from the tenant community appears to be limited.

Outreach should be designed to inform and engage the tenants regarding the Airport, aircraft operations, and use of surrounding airspace. Effective outreach efforts should embrace extensive use of social media to reach a broad spectrum of the tenants (and community). Further, Airport management and staff should continue conducting outreach efforts including:

- In-person communications: continue returning all calls related to complaints about the Airport and consider implementing a call-log to identify recurring issues as well as initiating contact with tenants that have not participated in other engagement efforts.
- Tenant meetings: while tenant meetings have historically not been attended by tenants, reinitiate quarterly tenant meetings (potentially in conjunction with AAB meetings) to provide an opportunity for updates to tenants and receive feedback.
- Community meetings: continue attending community meetings to actively receive input and present information related to the Airport and the Airport's initiative (including services offered to the public and economic impact to the community).
- Airport open house: host an annual Airport open house that is free and open to the public to improve awareness and educate the public on the Airport.

H. Leasing/Rents and Fees Policy

AMCG recommends the County establish a Leasing/Rents and Fees Policy to outline leasing practices (including reversion and subleasing) and a policy for establishing rents and fees.

In addition to the updated *Minimum Standards* and *Rules and Regulations* as well as the new lease agreement templates, the County should develop a *Leasing/Rents and Fees Policy* to set forth, through a policy, the parameters for leasing airport land and improvements at the Airport. Additionally, this document would outline the process for establishing and adjusting rents and fees. This type of document is based on a "best practices" approach and is used throughout the industry. It is tailored to meet the needs and requirements of the Airport by outlining the key terms and conditions for negotiating long-term agreements (including reversion and subleasing) as well as leasing County owned improvements (e.g., Hangar Lessee Application, waitlist protocols, etc.).

While the County is currently conducting and *Airport Rent Study* and *Airport Fee Study*, this policy would solidify the market-based approach for rents and cost-recovery methodology for establishing fees.

I. Annual Hangar Inspection Protocols

AMCG recommends the County implement annual hangar inspections conducted by Airport management or staff along with the Fire Chief to ensure lease compliance and safety.

AMCG understands the County has recently conducted hangar inspections for the first time in many years. AMCG recommends the County establish an annual program to inspect all hangars (tenant-owned and County-owned) to ensure tenant compliance with their respective agreement, FAA *Policy on the Non-Aeronautical Use of Airport Hangars*, the updated *Rules and Regulations*, and that all equipment and hazardous materials are properly stored and/or removed from the premises. Such inspections are critical to eliminate potential hazards that could impact the safety of other tenants and the public.

VI. LONG-TERM RECOMMENDATIONS

A. Terminal Area Plan

AMCG recommends the County develop a Terminal Area Plan to determine location and layout for development east of Runway 02/20 which maximizes functionality for transient customers.

The layout of the commercial aeronautical service area of the Airport appears to be inefficient and lacks focus. Additionally, there is inadequate on-site landside parking for the commercial aeronautical operators. The area is constrained and lacks sufficient space for future development, especially for landside infrastructure improvements. One of the critical elements of a successful airport is a well-defined and well organized "terminal area." Typically, the terminal area gives arriving transient customers their first impression of the community. This area should be modern, well-organized, attractive, and inviting. The terminal area should be designed in such a way as to easily accommodate a wide range of aircraft, commercial aeronautical activities, and space for landside infrastructure (e.g., vehicle parking areas, access road, etc.).

As such, AMCG recommends the County develop a Terminal Area Master Plan in conjunction with the Transportation Improvement Program (dated December 2019). AMCG believes the planning effort should take a focused approach to develop a comprehensive plan to improve the overall layout and functionality of the commercial aeronautical service areas of the Airport. This plan should identify specific space for Airport management, FBO services, aircraft and vehicle parking, as well as additional areas for commercial aeronautical services (new or relocated operators).

B. Airport Operations Manual

AMCG recommends developing an Airport Operations Manual to enhance and guide the Airport management and staff in operating the Airport consistent with industry best practices.

It is important for the County to develop an Airport Operations Manual to document and guide Operations personnel with best practices for operating and maintaining the Airport.

Additionally, the County should implement training protocols for all Operations personnel. The *American Association of Airport Executives* (AAAE) has extensive airport operations educational programs designed to train airport operations personnel on day-to-day airport operations from fixing runway lights to conducting airport safety inspections. Airport Certified Employee (ACE) training programs (including Airport Operations, Airfield Lighting Maintenance, Safety Management Systems, Security, etc.) increase knowledge and understanding of Operations staff. The Airport Safety and Operations Specialist (ASOS) programs (basic and advanced) are designed to increase the knowledge and understanding of airport operations personnel to ensure airports operate safely and meets FAA requirements. Both industry-recognized training programs are highly recommended.

C. Airport Master Plan

AMCG recommends the County conduct an Airport Master Plan update commencing no later than 2028.

As stated in Section 1.2 Study Purpose of the *Rowan County Airport Master Plan*, the planning horizon ends in 2028. The Airport also conducted an *Airport Layout Plan Supplemental Information* in 2016.

The FAA recommends Airport Master Plans be updated every 20 years to reflect the contemporary environment. During the Airport Master Plan process, an evaluation of current and forecasted airport activity, facility requirements, and various alternatives for the Airport will be conducted. An updated Airport Master Plan would provide guidance for future development which will satisfy aviation demand in an environmentally and fiscally responsible manner while adhering to FAA safety design standards. Alternative development scenarios would be devised, each satisfying projected needs in a unique way. Through a coordinated review by the County, the FAA, airport users, and the public, a recommended development concept would evolve to serve as a guide to realistic and achievable airport development well into the future.

D. North T-Hangars (T1 – T20)

AMCG recommends the County negotiate new agreements with a definitive expiration date and reversion protocols for the North T-Hangars (T1 – T20).

The North T-Hangars (identified as T1 – T20) were originally constructed and financed by the County. In early 1998, the County utilized an *Agreement for Estate of Years and Ground Lease* (Agreement) providing each lessee the "exclusive and assignable right to the interior closed space" of the T-Hangar upon a one-time payment of $22,500 by the lessee. While this approach is not typical for T-Hangars, the term provisions of these Agreements is highly problematic as an expiration date is not defined. The specific language related to term in Section 1 is outlined below:

- "The hangar designated in this Agreement is, in all respects, personal property and based on construction estimates to have an useful, economic life of forty (40) years. The actual life shall be determined as being the length of time in which the group of ten (10) hangars maintains compliance with North Carolina State Building Code for save enclosure of aircrafts."
- "The building representing the ten (10) "T-Hangars" shall be declared out of compliance and uninhabitable when at least four (4) individual hangars are separately determined to be uninhabitable. At such time, the entire building shall be determined to have no further useful, economic life and value."

Based on an economic life of 40 years, the term would expire in 2038. However, there are many examples of T-Hangars at airports in the United States being utilized well beyond a 40-year period. As such, the current Agreement does not have a defined expiration date.

Chapter 12: Review of Aeronautical Lease Agreements of FAA Order 5190.6B Change 1 (effective date of November 22, 2021) discusses recommended lease term:

- "Most tenant ground leases of 30 to 35 years are sufficient to retire a tenant's initial financing and provide a reasonable return for the tenant's development of major facilities."
- "Leases that exceed 50 years may be considered a disposal of property in that the term of the lease will likely exceed the useful life of the structures erected on the property."
- "FAA offices should not consent to proposed lease terms that exceed 50 years."

Section 12. Sale and Assignment of the Agreement states "The Lessee shall have the unqualified right to sell and/or assign the estate for years as set forth in this Agreement to any third party with the further stipulation that Rowan County be notified in writing of such sale and/or assignment in order to ensure future compliance and enforcement with respect to the obligations contained in this Agreement."

As it relates to the North T-Hangars, AMCG recommends the following:

- Implement a specific inspection protocol of the North T-Hangars pertinent to North Carolina State Building Code to determine if any T-Hangars are uninhabitable.
- Enter negotiations with North T-Hangar tenants to amend the existing Agreements (and assignments) to include the following:
  - Require written consent of the County prior to any sale, assignment, or transfer (including transfer of outstanding stock, equity, or certificate of membership or interest).
  - Defined expiration date of the Agreements (and assignments) and reversion of improvements (not including personal property) to the County.

E. Environmental Compliance

AMCG recommends contracting with an environmental consulting firm to conduct a thorough review of the Airport's existing Storm Water Pollution Prevention Plan (SWPPP) and all related environmental documents to ensure full compliance with legal requirements.

The existing Airport SWPPP was finalized January 15, 2011. In the Preface of the SWPPP, it states "The SWPPP represents a 'living' document, which must be routinely updated and revised to reflect changes at Rowan County Airport." It is AMCG's understanding that facilities have been constructed since 2011 at the Airport which are not reflected in the current SWPPP. The County should update the SWPPP as necessary and ensure compliance with applicable stormwater sampling and reporting requirements.

Additionally, the County should develop an environmental compliance plan to provide operational and regulatory environmental guidance for the Airport Director and Airport Operations personnel. During development of the environmental compliance plan, the County should identify which entities, in addition to the County, which need to develop and implement a Spill Prevention, Control, and Countermeasure (SPCC) Plan. The SPCC Plan establishes protocols to prevent and respond to a discharge of petroleum products into navigable waters, storm drains, or vegetated areas.

F. Information Management System

AMCG recommends conducting a thorough review of all Airport related documents (hardcopy and electronic) and purge all documentation that is no longer relevant, archive all documents useful for future reference, and convert to a fully electronic document library.

Airport personnel must have current documentation (electronic or hardcopy) readily available to perform each role's responsibilities. While the current Airport office has combination of electronic and hardcopies of leases, some of the hardcopy documents may not be current or useable. After reviewing all available Airport documents (hardcopy and electronic), Airport personnel should determine which documents are no longer relevant and purge from the system. Any documentation useful for future reference should be appropriately organized in a fully electronic document library with hardcopy backup for redundancy.

Additionally, the County leases a significant number of hangars to end users and would benefit from a fully electronic property management system.

G. Security Enhancements

AMCG recommends contracting with an airport consulting firm to conduct a security assessment of the Airport and develop a security plan and emergency plan reflective of contemporary industry best practices.

Providing a secure Airport operating environment for based tenants and transient operators should be of paramount importance for the County. AMCG noted deficiencies in Airport security measures including lack of sufficient video monitoring systems, non-functioning keypad access control, and lack of personnel coverage to conduct on-going security patrols. This approach may open the County to liability exposure in the event of a security breach. The following is a list of items that should be considered during the security assessment:

- Install perimeter fencing (where needed) that conforms with FAA standards.
- Enter into an agreement with local law enforcement (or engage a security firm or hire staff) to conduct periodic security patrols.
- Develop/implement security patrol procedures.
- Install wireless cardkey access system (with card-in/card-out protocols).
- Develop/implement Airport Identification Badge system.
- Install video monitoring at vehicle and pedestrian access gates and alongside strategic perimeter fencing.

Following the assessment, a security plan and an emergency plan should be developed and implemented. While the security plan will focus on procuring necessary equipment and ensuring the Airport is operated safely and securely, the emergency plan will establish policies, responsibilities, and procedures required to minimize the effect of an emergency on airport operations and reduce loss of life and property.

The County should train Airport management and staff, fire rescue, and other public safety agencies and develop safety protocols and response to airport emergencies. This training ensures Airport management and staff have a thorough knowledge of safety and security practices relating to aircraft and vehicle operations as well as emergency response procedures. Additionally, Airport management and staff must fully understand potential security issues, concerns, and threats and be trained to identify unusual conditions or situations, notify appropriate agencies, and file necessary reports.

H. Airport Staffing Plan

AMCG recommends developing an Airport and FBO staffing plan to manage the operation and management of the Airport and FBO based on industry best practices.

Airport staff currently report to the Airport and Transit Director (Airport Director). Within the Airport department, staff is divided into FBO (Manager, Office Assistant, Services Supervisor, and part-time Line Personnel) and Airfield Grounds (Supervisor and part-time Grounds Personnel). The job descriptions for Line Personnel as well as Grounds personnel include performance of security checks and reporting unusual activity. However, neither position indicate an essential job function of conducting airfield inspections.

As the County enhances FBO services (Section V. Short-Term Recommendations, E. FBO Services Enhancements), staffing needs may change. As such, the County should conduct a staffing analysis to ensure all responsibilities of the Airport and FBO are addressed (e.g., airfield inspections) and personnel are readily available to support new FBO enhancements for each shift.

I. Inclement Weather Procedures

AMCG recommends the County develop inclement weather procedures that address the approach, triggering events, personnel, equipment, and timeframe related to snow and ice removal.

While the Airport is in a more temperate climate and snow/ice removal is not a common practice at general aviation airports, AMCG understands that the County has not adopted inclement weather procedures for the Airport. However, tenant feedback and potential disruption to aircraft activity warrants formalizing inclement weather procedures to ensure the County and Airport management have a basis for decision making and tenants fully understand the process, capabilities, and limitations of the Airport.

Formalized inclement weather procedures are necessary to establish a protocol for dictating who, what, when, and where inclement weather procecures will occur. Snow and ice removal should only be conducted by County personnel or a County authorized vendor. AAAE is a valuable resource in providing guidance in developing these plans with consideration given to the capabilities and limitations of the County. AAAE hosts an annual winter operation seminar designed to provide airport operators guidance to implement a well-rounded approach to winter operations training needs. A formalized plan ensures that snow and ice will be removed in accordance with FAA standards and industry best practices which will significantly reduce the County's liability exposure and tenant feedback.

J. Air Traffic Control Tower Development

AMCG recommends the County continues collaborating with the Air National Guard (and FAA) for potential development of Air Traffic Control capabilities.

The Airport does not currently have an Air Traffic Control Tower and is therefore characterized as an "uncontrolled airport" by the FAA. Pilots communicate on a common radio frequency to alert other pilots of their position and intentions. Although most general aviation airports in the United State are uncontrolled and have operated safely for years in that environment, substantial data exists regarding the value of Air Traffic Control Towers. The presence of an Air Traffic Control Tower enhances the safety of airports that experience growth in operations, changing fleet mix toward a higher percentage of turbine aircraft operations, and/or consolidation of varied aeronautical activities (e.g., skydiving).

AMCG recommends the County continue to work closely with the Air National Guard (and FAA) to explore potential options for installation of an Air Traffic Control Tower.

VII. ACRONYMS

AAAE	American Association of Airport Executives
AAB	Airport Advisory Body
AC	Advisory Circular
ACE	Airport Certified Employee
ACRP	Airport Cooperative Research Program
AMCG	Aviation Management Consulting Group
ASOS	Airport Safety and Operations Specialist
CFR	Code of Federal Regulation
FAA	Federal Aviation Administration
FBO	Fixed Base Operator
ILS	Instrument Landing System
NCDOT	North Carolina Department of Transportation
NPIAS	National Plan of Integrated Airports Systems
PMCD	Primary Management and Compliance Documents
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Program

Aviation Management Consulting Group

Airport Tenent Survey Results

Rowan County

Mid-Carolina Regional Airport

August 16, 2022

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I. AIRPORT TENANT SURVEY RESULTS

A. Purpose

The purpose of the *Airport Tenant Survey* was to obtain input pertaining to the operation and management of the Mid-Carolina Regional Airport (Airport) as well as the strength and weakness of the Airport.

B. Respondent Overview

As part of the *Airport Assessment*, an *Airport Tenant Survey* was conducted by the airport tenants. The *Airport Tenant Survey* was provided to each tenant of the Airport on Monday, July 25, 2022. A total of 26 survey responses were received prior to the *Airport Tenant Survey* being closed on Tuesday, August 9, 2022.

The survey respondents represented the following types of tenants:

- 4 – Commercial Operators
- 22 – Non-Commercial Based Tenant

The survey respondents utilize the following types of aircraft:

- 20 – Single Engine-Piston Aircraft
- 5 – Piston Multi-Engine
- 3 – Turboprop
- 2 – Medium Jet

The survey respondents utilize the following type of aircraft storage facility at the Airport:

- 2 – Apron/Tiedown
- 17 – T-Hangar
- 9 – Executive Hangar
- 3 – Community Hangar
- 1 – Other

C. FBO Products and Services Results

The FBO products and services results are outlined in Table 1 and Table 2. It is important to note areas identified as desired by at least one respondent include deicing, oxygen services, and compressed air services.

Figure 1 – FBO Products and Services

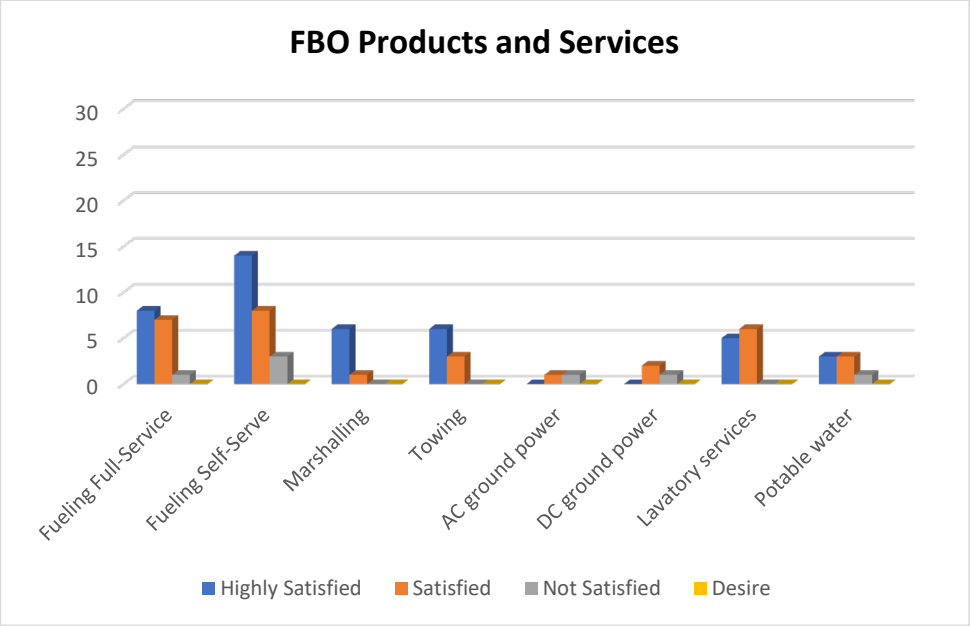
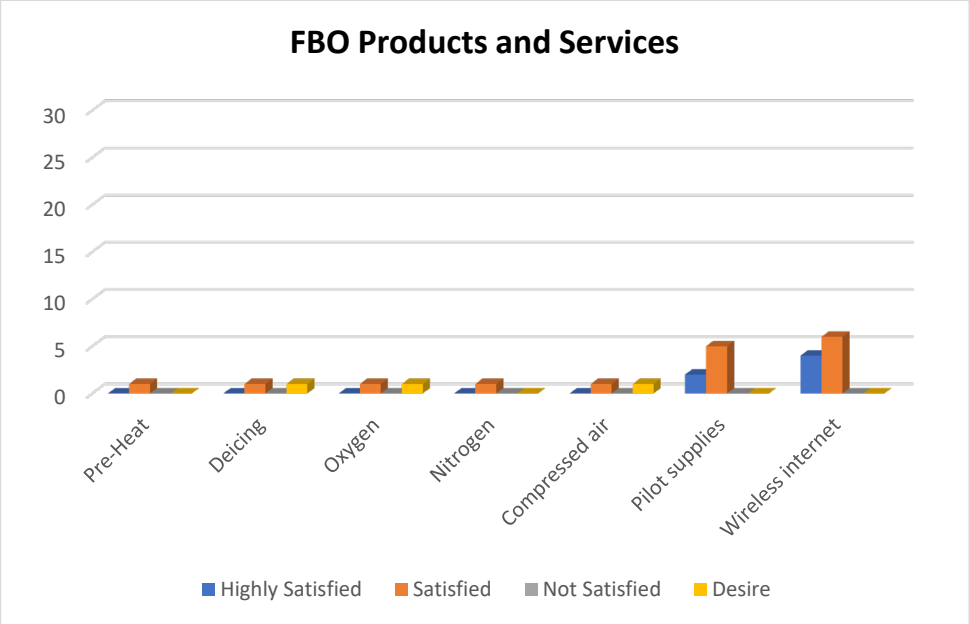


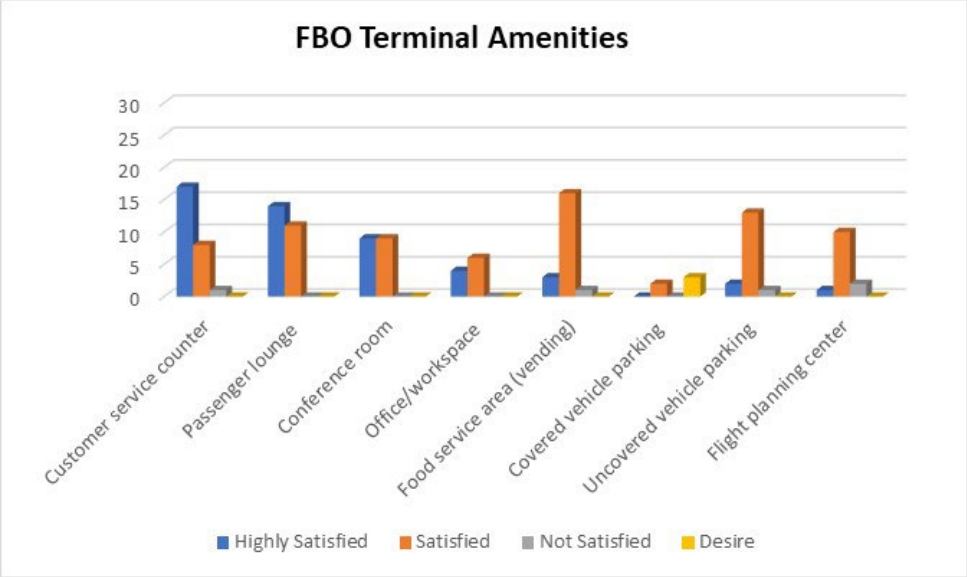
Figure 2 – FBO Products and Services Continued



D. FBO Terminal Amenities Results

The FBO terminal amenities results are outlined in Table 3. It is important to note the area identified as desired by at least one respondent include covered vehicle parking.

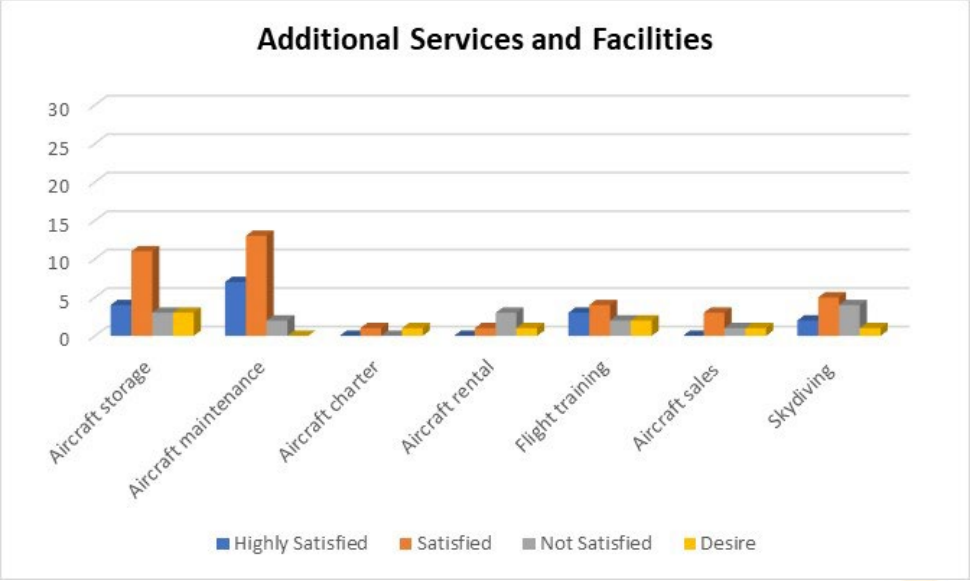
Figure 3 – FBO Terminal Amenities



E. Additional Services and Facilities Results

The additional services and facilities results are outlined in Table 4. It is important to note areas identified as desired by at least one respondent include aircraft storage facilities, aircraft charter, aircraft rental, flight training, aircraft sales, and skydiving.

Figure 4– Airport Services



F. Additional Input

Additional input on the type, level, and quality of general aviation products, services, and facilities at the Airport was provided by respondents, as follows:

- An air hose would be nice to pump up tires. More hangars are always desired. Everything runs pretty smooth with the new manager including the skydiving ops which runs surprisingly to me very efficient. I don't see the need for an airport advisory board. It seems to be just a wasted step in the process when the county commissioners are going to do what they want regardless.
- Lighting, much needed
- Build more hangars
- A new flight school would be welcome
- I would like to see more hangars added to the airport
- Started flying at this airport 1974. Do not use it as much last several years. My use was for business and not pleasure flying. I have seen it change for growth to stay with the demand as well as to attract new business. As long as it can pay for itself keep making and adding more services.
- As a tenant at KRUQ I obviously own an airplane and am trained as a pilot. I was just wondering who this survey was directed towards. I am completely satisfied with my situation at Mid-Carolina. I do not need training and I don't need to rent an airplane. I do wish the self-serve pump did not continually have problems accepting cards and I wish there were an exit off the runway halfway down but other than that I'm perfectly happy. If I am looking from a businessman's perspective or the cities perspective KRUQ has huge growth potential and is way behind even other local airports. From that point of view all the answers would be unsatisfactory. Why is there not an FBO operator who leases a building from the city and supplies the services. I hesitate to say anything because the way it is right now works for me but I think there is huge potential for growth and a missed opportunity
- It would be nice to have no lead fuel available.
- It would be nice to expand the food/beverage availability in the FBO, especially for transient GA pilots stuck by weather. Tanya and Valerie are outstanding.
- Airport needs more hangars for small GA planes
- I'm sure this will get said 1,000 times but We need more hangars.... open and full enclosed!
- There's not enough GA storage.
- Expansion to 24/7 high security airport
- Need a separate pad for helicopters so they don't obstruct the taxiway and ramp area
- Need to support the small GA aircraft operations. Not just focus on Jet planes!
- Would like to have more availability of single-plane T-hangars with doors and electricity. Lower fuel prices, please. Services I use are great! Thanks.
- All good
- I am highly satisfied with the service here. The only things I would change is to (1) put T-hanger electrical service on one-meter-per-hangar row and charge a small monthly fee for electricity. We pay in the neighborhood of $25/month each for the meter, but we typically use less than $3-4 a month in electricity to put air in tires or run a trickle charger. (2) In the future, install HP hangar doors

https://www.hpdoors.com/. Sliding hangar doors are cheap but they inconvenience neighbors on both sides. HP doors are structurally self-supporting and beat the heck out of heavy, expensive bifold door products.

- As corporate operator, we are pretty self-sufficient. My answers to this survey reflect this fact.
- Skydiving needs to be handled off-airport. Diving into traffic pattern is not safe! Not sure why that is allowed. Am not against skydiving, just think an airport should be an airport and not a diving port.

G. Key Airport Strength

Key Airport strengths identified by respondents were provided as follows:

- Management
- Valerie is great for the airport
- Infrastructure
- Management and staff of airport supportive
- Location
- Potential
- Airport Manager
- Management is fair and no nonsense. Treats all tenants equally.
- Airport support staff
- Good manager
- Very laid back airport and this makes Mid Carolina such an enjoyable place to base my airplane
- Pleasant staff
- None
- On-field staff
- Convenient
- Ops. Very easy to operate here
- Location to largest county business employer executive offices
- Services
- Airport Manager
- Line services
- Great fuel pricing
- Services
- Airfield in good condition and well maintained
- Easy in and out flying and ground transportation
- Location
- Billing is straightforward
- Self-serve fuel
- Good desk and line staff
- Great fuel prices!
- Maintenance and avionics shops on-field
- Location
- Ops again, very easy here compared to an airport 25 miles south
- Location between major metro areas
- Cost (for services)

- Facilities
- Smooth operations
- All is good happy to be at KRUQ
- Facilities
- Operations
- Services for transit as well for based aircraft
- Ease of access
- Tenants work well together for the most part
- Not in B or C airspace
- Great people at the FBO!
- Hangar rental fees
- For me, owner of an Experimental, services are just fine
- ILS approach system
- Management
- Fuel service
- We have all three services here.... Avionics, Maintenance, and aircraft painting!
- Tenants are ignored
- Calm relaxing atmosphere
- Just outside of TFR when Charlotte is under flight restrictions for VIP and political events
- Field maintenance
- Fellowship among fellow aviators

H. Key Airport Weaknesses

Key Airport weaknesses identified by respondents were provided as follows:

- Aircraft parking congestion and constant run-ups around the diamond maintenance facility
- Night lighting
- I hear a bunch of politics is coming
- Self-Serve fuel and wi-fi down at times
- Vision
- Airport Advisory Board
- Advisory Board oversteps bounds and contributes little
- Dangerous skydiving operations
- Close to most small hangers
- As said before....we need more hangars!
- Tenants are ignored
- Lack of T-hangars with doors for single aircraft
- None
- Very little notice given of airport meetings
- Lack of proper infrastructure support, such as snow and ice removal
- Skydiving
- Advisory Board
- Lack of hangars
- Skydiving is a big problem to other airplanes. In all aspects biggest problem at KRUQ

- City of Salisbury
- Some tenants believe the airport is their private country club and actively show a disdain for activities they don't deem to be fit for the airport
- Bad management
- Fuel prices a little high
- Airport and county polices, bureaucracy
- County Commissioners
- ATP constantly clogging up the pattern, flying super wide patterns and never buying fuel or contributing anything to the airport
- County Commissioners
- ROI of corp hangars are misrepresented
- Electricity included in the hangars
- Corporate hangar tarmac is badly deteriorated with poor load bearing capacity
- Educational services
- Lack of tenant hangar space
- Expansion plans are misguided
- Slow and sometime non-existent commitment to obligations and agreements
- Long-term stakeholders are kept in the dark
- Airport management does not make use of the resources offered be having an Airport advisory board
- Taxpayers are left in the dark

I. Additional Comments

Additional comments by respondents were provided as follows:

- Please keep Valerie, she works hard for the Airport
- This isn't Concord. Don't start managing like it is. Airplanes have wings and we can relocate
- I like Salisbury. It’s a great airport
- Communication and participation of everyone is the key
- Continue to make improvements
- Not real pleased with location of parachute landing area. Landing on 02, I swing wide on downwind extend downwind to give extra clearance on base. On final when you are low and workload highest so are the parachutes which are maneuvering to land. Parachute jumping operation is doing a good job. The location of landing zone is not the best.
- Don't change anything with management.....it works!
- Too many expansion motives that don't represent the local aviation community interests!
- Overall, a great place with great people and great service. I have been happy here, but I stress about sharing a hangar and the close proximity of the planes.
- New airport manager is attempting to correct some long-standing faults with this facility, progress is slow and sometimes not well received
- Not enough business opportunities for the County

RESOLUTION OF THE ROWAN COUNTY BOARD OF COMMISSIONERS, STATE OF NORTH CAROLINA, AMENDING THE BYLAWS OF THE MID-CAROLINA REGIONAL AIRPORT ADVISORY BOARD

WHEREAS, the Rowan County Board of Commissioners adopted Bylaws for the Mid-Carolina Regional Airport Advisory Board on February 16, 2009; and

WHEREAS, the Rowan County Board of Commissioners wishes to amend those Bylaws;

NOW, THEREFORE, BE IT RESOLVED that the existing Bylaws of the Mid-Carolina Regional Airport Advisory Board are hereby repealed;

BE IT FURTHER RESOLVED that the following Bylaws of the Mid-Carolina Regional Airport Advisory Board are hereby adopted and shall constitute the Bylaws of the Mid-Carolina Regional Airport Advisory Board.

ARTICLE I

NAME

The Mid-Carolina Regional Airport Advisory Board, hereinafter referred to as the Airport Advisory Board, has been established by the Rowan County Board of Commissioners (Board of Commissioners). The Airport Advisory Board shall be subordinate and directly accountable to the Board of Commissioners.

ARTICLE II

MEMBERSHIP

The Airport Advisory Board shall consist of five (5) voting Members (Members) appointed by the Board of Commissioners. Members shall reside within Rowan County more than six (6) months per year and be representative of the geographical diversity of the County. Approval of each candidate for membership shall be by a majority vote of the Board of Commissioners. Members shall possess a knowledge of aviation matters and have some experience in administrative proceedings. Members must be reasonably free to attend the regular meetings, and on occasion to serve on committees requiring additional time. All Members shall serve at the pleasure of the Board of Commissioners.

1. The Members shall be appointed based on the following criteria:
   (a) Pilots/Tenants -Two (2) active pilots and/or tenants in good standing located at the Mid-Carolina Regional Airport (Airport).
   (b) Community Members - Three (3) individuals residing in Rowan County.
   (c) One (1) Member of the Board of Commissioners shall serve as a non-voting liaison.

ARTICLE III

COMPENSATION

No compensation shall be paid for serving as a Member of the Airport Advisory Board. Members may be reimbursed out-of-pocket costs for expenses incurred on Airport Advisory Board business when previously approved by the Airport Advisory Board, the Board of Commissioners, and when funds for expense reimbursement have been approved by the Board of Commissioners in the operational budget or otherwise.

ARTICLE IV

TERM

The terms of office for an Airport Advisory Board Member shall be three (3) years, ending on June 30. The terms of the Members shall be staggered so that the terms of no more than three (3) Members shall expire in any given year.

1. Should a vacancy occur on the Airport Advisory Board, the Board of Commissioners shall appoint a replacement Member to fill only the unexpired term of the vacant position.
2. If the Board of Commissioners does not appoint a new Member or reappoint an existing Member on or before the expiration of a Member's term, that Member may continue on a month-to-month basis until such time as the Member is either reappointed or a new person has been appointed to the position.

The failure of a Member to attend three consecutive regular meetings of the Airport Advisory Board, without excused absences, shall constitute a tender of resignation by that Member. The Airport Director (Director) shall promptly notify the Board of Commissioners of such resignation and resulting vacancy.

ARTICLE V

PURPOSE AND INTENT

The County of Rowan operates the Airport for the benefit of all residents, business owners, and visitors of the County. The Board of Commissioners seeks to ensure the Airport is maintained and developed in such a manner that it will continue to be a high-quality aviation facility for its users and a good neighbor in the community, recognizing that both the users and community may change as Rowan County continues to grow and develop. The Airport Advisory Board has been established to assist and advise the Board of Commissioners and County officials in the implementation of these objectives.

1. The Airport Advisory Board from time to time may seek and receive information from Airport users, lessees, the general public, and agencies of the federal, state, and local government, on County airport operational and administrative matters and on aeronautical concerns in general for the purpose of formulating recommendations to the Board of Commissioners.
2. It shall be the purpose of the Airport Advisory Board to act in an unbiased manner, representing the people of Rowan County, the users of the Airport, and all those directly concerned with aviation and Airport activities.
3. The Airport Advisory Board in its deliberation shall thoughtfully consider, in all matters, the social, economic, and environmental effects of its actions, decisions, and recommendations.

ARTICLE VI

POWERS AND DUTIES

1. The Airport Advisory Board's primary duty is to act in an advisory capacity to the Board of Commissioners.
2. The Airport Advisory Board shall not take any action or conduct any activity that is inconsistent with these Bylaws.
3. The Airport Advisory Board shall make recommendations to the Director, County Manager, and the Board of Commissioners on any matter as requested by the Board of Commissioners relating to the Airport and aviation.
4. At the request of the Director, the Airport Advisory Board shall review and make recommendations to the Board of Commissioners, Airport staff, or both on matters under the Airport Advisory Board's jurisdiction, including but not limited to the following:
    a. Plans and policies related to Airport safety and security
    b. Preparation and implementation of the Airport Master Plan, Airport Business Plan, Airport Capital Improvement Plan, and related plans and documents including, but not limited to, Airport Rules and Regulations, Minimum Standards for Commercial Operators, and other airport management documents
    c. Land use issues that impact the operation of the Airport (on and off the Airport)
    d. Special events proposed to occur on the Airport, or in the general vicinity of the Airport, that might affect its operation or have an impact on the communities in the vicinity of the Airport
    e. Commercial and non-commercial Airport template agreements

f. Policies for the development and use of hangars
g. Policies that create economic development opportunities at the Airport

5. Correspondence containing representations and/or recommendations of the Airport Advisory Board being sent to the Board of Commissioners, individuals of the public, or other agencies of the County, shall first be approved by a majority vote of the Members, and such materials shall be transmitted under the signature of the Chair or designee. Correspondence containing County policy or representations intended to be sent to federal, state or other non-county agencies, shall first be sent to the Board of Commissioners for approval and signature.

ARTICLE VII
SUBCOMMITTEES

From time to time the Airport Advisory Board may form a standing or ad hoc subcommittee, as needed. The Chair may assign up to two (2) Members to such a committee for purposes of special studies and pursuits. A committee shall not be comprised of a quorum of the Airport Advisory Board. Each committee will be headed by a committee chair. The committee chair shall be responsible for carrying out its assigned task. A committee shall be dissolved after the completion of its task or achievement of its objective

ARTICLE VIII
OFFICERS

1. The officers of the Airport Advisory Board shall be the Chair and Vice Chair.
2. The Chair and Vice Chair shall be elected to the Airport Advisory Board for a term of one year at its first meeting of the County fiscal year or until a successor is duly elected. The Chair and Vice Chair should not serve in these roles for more than two (2) consecutive one-year terms. The newly elected officers shall take office upon election. A vacancy in either position shall be promptly filled by a vote of the remaining Advisory Body Board Members, and such replacement officer shall serve out the remainder of the one-year term.
3. It shall be the duty of the Chair to preside over all meetings of the Airport Advisory Board, to appoint committee chairs of any standing or ad hoc subcommittee, and to exercise such other powers and perform such other duties as may be prescribed by the Airport Advisory Board.

4. It shall be the duty of the Vice Chair to assist the Chair in the execution of that office, to preside at meetings in the event of the absence of the Chair, and to exercise such other powers and perform such other duties as may be delegated by the Chair or as may be prescribed by the Airport Advisory Board.
5. The Director shall serve an ex-officio Member, but shall not make motions nor be a voting Member.
6. Airport staff shall (a) provide administrative support, (b) keep minutes, (c) maintain records, and (d) receive and distribute communications and correspondence of the Airport Advisory Board.

ARTICLE IX
MEETINGS

1. Regular meetings of the Airport Advisory Board shall be held biannually, in February and August, at 10:00 a.m. on the second Tuesday of the month, or as otherwise set by the Chair with the input of the Members. Unless an alternate location is duly noticed in accordance with County policy, all meetings shall be held in the Airport Conference Room and be open to the public.
2. Special meetings may be called (a) by the Chair, (b) at the request of the Director, or (c) by a majority of vote of Members.
3. A regular meeting may be canceled by the Chair, or by the Vice Chair in the absence of the Chair, not less than forty-eight (48) hours in advance of the meeting, due to an expected lack of a quorum or lack of business. A regular or special meeting may be canceled by the Chair or Vice Chair at any time due to an emergency. The reason for the cancellation of a duly noticed meeting shall be noted in the minutes.
4. Agendas for meetings shall be prepared by Airport staff and electronically distributed at least five days prior to a meeting to all Members and to others on the approved agenda mailing list. Public notice of all meetings and any cancellations thereof, shall be given pursuant to the North Carolina Open Meetings laws as applied for regular and special meetings.
5. All meetings and record keeping shall comply with the North Carolina Open Meetings and Public Records laws.
6. Unless otherwise addressed by these Bylaws, the conduct of the affairs of the Advisory Board and its subcommittees shall proceed in accordance with Robert's Rules of Order.

7. The Airport Advisory Board shall, at all meetings, set aside time for public comment and input related to matters within the jurisdiction of the Airport Advisory Board. Persons wishing to address the Airport Advisory Board regarding items on the agenda must notify the Director prior to the public discussion of the item. The Airport Advisory Board shall allow public comment prior to acting on an agenda item.
8. Rules of Debate - Members desiring to speak or address the staff shall have ample opportunity to do so and shall confine discourse to the question or topic under debate. A Member desiring to speak shall not be interrupted when speaking unless called to order by the presiding officer. The presiding officer shall determine all points of order except that the Members may determine any point of order by majority vote. Members of the public shall not engage in debate with Members of the Airport Advisory Board, staff, or other Members of the public.

ARTICLE X

QUORUM AND VOTING

1. The presence of any three (3) Members constitutes a quorum for the transaction of all business duly presented at a meeting, even if one or more Members must abstain from voting on a particular item of business.

   If the Airport Advisory Board has one, or more, unfilled vacancies, the presence of any three Members shall constitute a quorum.
2. Each Member of the Airport Advisory Board shall have one (1) vote, which shall be exercised by the Member, if present at the meeting, unless required to abstain due to an actual or perceived conflict of interest. Voting by proxy shall not be allowed.
3. A tie vote shall be a rejection of the approval sought for the agenda item; provided, however, if less than the full Airport Advisory Board was present to vote on the item, the Chair may direct that the item be brought back for reconsideration at the subsequent meeting of the Airport Advisory Board.

ARTICLE XI

CONFLICT OF INTEREST

Members shall comply with the terms and provisions of any existing policies or ordinances duly adopted by the Board of Commissioners regarding Conflict of Interest and shall abstain from acting on matters as therein required.

ARTICLE XII

AMENDMENTS TO BYLAWS

These Bylaws may be amended, repealed, or altered, in whole or in part, by a majority vote of the Board of Commissioners, provided that a copy of any amendment proposed for consideration shall be made available at least thirty days prior to the date of the meeting. These Bylaws, and any amendments to these Bylaws, shall take effect only upon approval or ratification by the Board of Commissioners.

ARTICLE XIII

SEVERABILITY

If any provision of these Bylaws, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of these Bylaws.

ARTICLE XIV

EFFECTIVE DATE

These Bylaws shall take effect upon approval. All prior versions of these Bylaws are hereby repealed.

Upon motion of Commissioner _____, seconded by Commissioner _____, and duly carried, the foregoing resolution was approved on _____, 20_ _.

_____

Chair, Board of Commissioners

ATTEST:

By _____

Sarah Pack

Clerk to the Board

Rowan County Board of Commissioners

Aviation Management Consulting Group

Airport Fee Study

Rowan County

Mid-Carolina Regional Airport

April 7, 2023

April 7, 2023

Valerie Steele, C.M., ACE, ASC
Airport Director
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147

RE: Airport Fee Study

Dear Valerie:

In accordance with your request and authorization, Aviation Management Consulting Group (AMCG) has prepared a summary report of the Airport Fee Study for Mid-Carolina Regional Airport for your review and consideration. It is AMCG's recommendation that Rowan County establish aeronautical-related fees utilizing a cost recovery-based approach or methodology, not a market-based approach.

Based on the type of aeronautical fees selected by Airport management for implementation, AMCG has provided a recommendation for the fee amounts and developed an *Aeronautical Fee Schedule*.

AMCG is pleased to have been called on to conduct this Airport Fee Study. Please contact me if you have any questions pertaining to this analysis or the recommendations provided.

Helping your aviation management excellence,

David C. Benner, C.M.
Managing Consultant
Aviation Management Consulting Group

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I. EXECUTIVE SUMMARY

Airport: Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147

Scope of Work: Rowan County (County) has engaged Aviation Management Consulting Group (AMCG) to prepare an Airport Fee Study for Mid-Carolina Regional Airport. Based on the type of aeronautical-related fees selected by Airport management for implementation, AMCG has provided a recommendation for the fee amounts and developed an *Aeronautical Fee Schedule*.

Date of Report: April 7, 2023

Methodology: AMCG recommends that the County establish aeronautical-related fees utilizing a cost recovery-based approach or methodology, not solely a market-based approach.

Fee Recommendations: The following table identifies the recommended aeronautical-related fees for the Airport.

Type of Fee	Fee
Fuel Flowage Fee	$0.20 per gallon
Transient Aircraft Handling Fee	$35.00 - $200.00
Aircraft Parking Fees	$15.00 - $150.00
Aeronautical Permit Fees	$750.00

II. INTRODUCTION

A. Scope of Work

Rowan County (County) engaged Aviation Management Consulting Group (AMCG) to prepare an *Airport Fee Study for* Mid-Carolina Regional Airport (Airport). Based on the type of aeronautical-related fees selected by Airport management for implementation, AMCG has provided a recommendation for the fee amounts and developed an *Aeronautical Fee Schedule* for the Airport.

To achieve this objective, AMCG identified current industry practices for establishing general aviation fees including identification of the types of fees generally charged and the measures generally utilized in the industry.

The results of this analysis, AMCG's recommendations for the structure of an aeronautical-related fee program, and the methodology for determining the aeronautical-related fees are outlined in this summary report.

B. Project Approach

To achieve the scope of work, AMCG completed the following work plan:

- identified the elements of the existing general aviation fee program at the Airport,
- identified current industry practices,
- obtained and analyzed general aviation fees (and related information) from comparable and competitive airports identified, and
- provided recommendations to Airport management for the methodology and types of the general aviation fees.

Based on the structure of the aeronautical-related fees selected by Airport management, AMCG has provided recommendations for the fee amounts.

C. Aeronautical Fee Summary

Table 1 provides a brief overview of aeronautical-related fees typically charged by airports, the current situation, industry practices, and recommendations for the County's consideration.

It is important to note that additional fees may be imposed by the County or commercial aeronautical operators at the Airport. However, this analysis is focused solely on aeronautical-related fees charged by the County, as the airport sponsor, for the aeronautical use of the airport. Each of the below fees are addressed in detail in this report.

Table 1 - General Aviation Fee Summary

Type of General Aviation Fee	Current Situation	Industry Practices	Recommendation
Fuel Flowage Fee	Yes	Most common	Yes
Throughput Fee	No	Less common	No
Transient Aircraft Handling Fee	Yes	Less common	Yes
Landing Fee	No	Moderately common	No
Aircraft Parking Fees	Yes	Moderately common	Yes
Based Aircraft Fee	No	Less common	No
Percentage of Gross Receipts	No	Less common	No
Aeronautical Permit Fees	No	Moderately common	Yes
Airport Access Fee	No	Moderately common	No

D. Current Situation

It is AMCG's understanding that the County currently charges the following aeronautical-related fees at the Airport.

1. Fuel Flowage Fee

The County currently provides retail fueling from a County-owned fuel storage facility. The County retail fueling pricing strategy does not incorporate a fuel flowage fee.

One entity (Retail Business Services, LLC) conducts non-commercial self-fueling. The County has established a fuel flowage fee for non-commercial self-fueling as follows:

- $0.20 per gallon for 0 – 149,999 gallons (annually)
- $0.15 per gallon for 150,000 – 199,999 gallons (annually)
- $0.10 per gallon more than 200,000 gallons (annually)

2. Aircraft Parking Fee

The County currently charges an aircraft parking fee based on the type of aircraft which can be discounted based on a minimum fuel purchase as follows:

- $15.00 per night for piston aircraft with the first night waived for a minimum fuel purchase
- $50.00 per night for turbine aircraft with the first night waived for a minimum fuel purchase of 100 gallons

3. Transient Aircraft Handling Fee

The County also charges a handling fee for turbine aircraft occupying ramp space for more than 1 hour based on maximum gross takeoff weight (MGTOW) as follows:

- $100.00 for turbine aircraft with a MGTOW less than 10,000 pounds which is waived with a minimum fuel purchase of 100 gallons
- $150.00 for turbine aircraft with a MGTOW in excess of 10,000 pounds which is waived with a minimum fuel purchase of 150 gallons

III. INDUSTRY PRACTICES

Based on industry experience and supported by the information contained in AMCG's proprietary industry database (which is utilized to track, monitor, and analyze aeronautical-related fee data and trends), AMCG has identified current industry practices for establishing aeronautical-related fees. A summary of these findings which, in AMCG's opinion, are representative of current industry practices for establishing aeronautical-related fees is outlined in this section.

A. Fuel Flowage Fees

Commonality – Fuel flowage fees are currently the most common general aviation fee implemented by airport sponsors.

Methodology – When a fuel flowage fee is charged by an airport sponsor, fueling entities (both commercial and non-commercial) are typically required to collect and/or pay a fuel flowage fee for each gallon of fuel sold or dispensed at the airport through a lease agreement. Fuel flowage fees are typically paid on a "cents per gallon" basis and range from $0.05 per gallon to $0.40 per gallon. Typically, airports served by air carriers exempt these entities from fuel flowage fees since air carriers pay landing fees under agreement with the airport sponsor. Also, government aircraft may be exempt from fuel flowage fees.

Collection – Fuel flowage fees are typically collected directly by the airport sponsor on a monthly or annual basis.

B. Throughput Fees

Commonality – Historically, throughput fees have not been charged by airport sponsors for the use of an airport sponsor owned fuel storage facility. However, this type of fee is becoming more common to recover the investment and capital costs related to the fuel storage facility owned by the airport sponsor.

Methodology – A throughput fee is typically charged by an airport sponsor based on the fixed and variable costs related to the airport sponsor owned fuel storage facility and a reasonable return on investment for the airport sponsor based on each gallon of fuel sold or dispensed. Throughput fees are typically paid on a "cents per gallon" basis.

Collection – Throughput fees are typically collected directly by the airport sponsor on a monthly or annual basis.

C. Transient Aircraft Handling Fees

Commonality – Historically, transient aircraft handling fees have not been charged by airport sponsors to general aviation aircraft operators. However, airports are beginning to consider transient aircraft handling fees as a method to augment the loss of fuel flowage fees in the event a transient aircraft operator does not purchase fuel. When charged, transient aircraft handling fees are typically based on an average uplift mechanism (airport specific or industry standard) and the existing fuel flowage fee at the airport.

Methodology – Typically, transient aircraft handling fees are charged in accordance with an established schedule (i.e., aircraft within designated size ranges pay the same fee) and a minimum fee may be specified. In some cases, piston aircraft can be exempt from transient aircraft handling fees.

Collection – Transient aircraft handling fees may be collected directly by the airport sponsor or the airport sponsor may have an agreement with a commercial operator to collect and remit transient aircraft handling fees. The agreement may allow the commercial operator to retain a portion of the transient aircraft handling fees collected as compensation for services rendered by the commercial operator. The amount retained is often referred to as an administrative fee.

D. Landing Fees

Commonality – Historically, landing fees have not been charged by airport sponsors to general aviation aircraft operators. Due to advancements in technology, more airports are beginning to charge landing fees as an alternative to, or in addition to, fuel flowage fees.

Methodology – When charged, landing fees are commonly based on aircraft weight and a “cents per 1,000 pounds” approach using historic airport costs and the gross landed weight for all aircraft using the airport. In the alternative, landing fees can be charged in accordance with an established schedule (i.e., aircraft within designated weight ranges pay the same fee) and a minimum fee may be specified. In some cases, based aircraft and/or aircraft under a specified weight (e.g., 5,000 pounds max gross landed weight) are exempt from landing/departure fees.

Collection – Landing fees may be collected directly by the airport sponsor or the airport sponsor may have an agreement with a commercial operator to collect and remit landing fees. The agreement may allow the commercial operator to retain a portion of the landing fees collected as compensation for services rendered by the commercial operator. The amount retained is often referred to as an administrative fee.

E. Aircraft Parking Fees

Commonality – Aircraft parking fees are typically charged for the use of airport sponsor owned ramp areas for transient aircraft parking. While fees may be charged for day use, most common fees are charged for overnight use.

While more commercial operators (e.g., FBOs) charge ramp fees for general aviation aircraft parking on a commercial operator’s leased premises, this type of fee is not as common for airport sponsors, except when a commercial operator is operating and/or managing a ramp area on behalf of the airport sponsor.

Methodology – Typically, aircraft parking fees are charged in accordance with an established schedule (i.e., aircraft within designated weight and/or size ranges pay the same fee) and a minimum fee may be specified. In the alternative, aircraft parking fees may be charged on a "cents per 1,000 pounds" approach and a minimum fee may be specified.

Collection – Aircraft parking fees may be collected directly by the airport sponsor or the airport sponsor may have an agreement with a commercial operator to collect and remit aircraft parking fees. The agreement may allow the commercial operator to retain a portion of the aircraft parking fee collected as compensation for services rendered by the commercial operator. The amount retained is often referred to as an administrative fee.

F. Based Aircraft Fee

Commonality – Historically, based aircraft fees have not been charged by airport sponsors to general aviation based aircraft. However, more airports are beginning to consider based aircraft fees as an alternative to fuel flowage fees and to augment landing fees if based aircraft are exempt from the landing fee.

Methodology – When charged, based aircraft fees are commonly charged on a "cents per 1,000 pounds" approach (similar to landing fees). In the alternative, based aircraft fees can be charged in accordance with an established schedule (i.e., aircraft within designated weight and/or size ranges pay the same fee).

Collection – Based aircraft fees may be collected directly by the airport sponsor or the airport sponsor may have an agreement with a commercial operator to collect and remit based aircraft fees. The agreement may allow the commercial operator to retain a portion of the based aircraft fees collected as compensation for services rendered by the commercial operator. The amount retained is often referred to as an administrative fee.

G. Percentage of Gross Receipts

Commonality – Over the years, a percentage of gross receipts fee has become less common. In those instances where a percentage of gross receipts is charged, fuel sales are typically exempt from inclusion, especially when fuel flowage fees are charged by the airport sponsor. In addition, other general aviation sales (e.g., aircraft sales, parts, and accessories) may also be exempt due to the product (as opposed to service) nature and the high dollar amounts typically involved. According to the Airport Development Acceleration Act (Anti-Head Tax Act) of 1973, a percentage of gross receipts cannot be charged for aircraft charter activities since such activities are subject to a ticket or segment tax.

Methodology – The amount of the fee and any exceptions or exemptions is typically stipulated in the lease agreement between the airport sponsor and the commercial operator.

Collection – Percentage of gross receipts fees are typically collected directly by the airport sponsor on a monthly or annual basis.

H. Aeronautical Permit Fees

Commonality – Historically, aeronautical permit fees have not been charged by airport sponsors. However, these types of fees are becoming more common. When charged, aeronautical permit fees are typically charged on a monthly or annual basis depending on the type of commercial aeronautical activity being conducted.

Methodology – Aeronautical permit fees are typically based on a flat amount that must be paid to obtain a permit to operate a commercial business at the airport. The operating permit typically expires on an annual basis, thus requiring aeronautical permit fees to be paid annually for renewal.

Collection – Aeronautical permit fees are typically collected directly by the airport sponsor on a monthly or annual basis.

I. Airport Access Fees

Commonality – Historically, airport access fees have not been charged by airport sponsors to general aviation users. However, more airports are implementing security measures and beginning to charge airport access fees.

Methodology – Typically, airport access fees are charged in accordance with an established schedule on a monthly or annual basis. Depending on the approach and infrastructure, the airport access fee may be charged for individual access (for an airport badge, gate card, keys, or other instrument) or for vehicle access (vehicle permit or other instrument).

Collection – Airport access fees are typically collected directly by the airport sponsor upon issuance of the badge, gate card, keys, permit, and/or other instrument. Additionally, airport access fees are typically collected on an annual basis.

IV. SIGNIFICANT FINDINGS

Consistent with the project approach, general aviation fees at comparable and competitive airports were analyzed.

A. Comparable Airports

The selection of comparable airports was based on aeronautical activity and infrastructure criteria including historic activity levels, total based aircraft, the presence of a control tower and/or precision instrument approach, runway length, total airport acreage, Federal Aviation Administration (FAA) *National Plan of Integrated Airport Systems* (NPIAS) and General Aviation Asset Study classification. Parameters were then established in each of these areas to facilitate the selection process.

While a total of 19 airports considered comparable to the Airport, general aviation fees and related information from 15 comparable airports were obtained and analyzed. A summary of findings is provided in Table 2.

Table 2 – Comparable Airports Summary

Comparable Airports	Fuel Flowage Fees	Transient Aircraft Fees	Landing Fees	Aircraft Parking Fees	Based Aircraft Fees	Percentage of Gross Receipts	Aeronautical Permit Fees	Airport Access Fees
Airlake Airport	Yes	No	N/A	N/A	N/A	N/A	N/A	N/A
Anderson Regional Airport	No	No	No	Yes	No	No	No	No
Ankeny Regional Airport	No	No	No	No	No	N/A	N/A	N/A
Auburn University Regional Airport	No	No	No	Yes	No	No	N/A	N/A
Barrow County Airport	Yes	No	No	Yes**	No	No	No	No
Butler County Regional Airport	No	No	No	Yes**	No	No	No	No
Council Bluffs Municipal Airport	Yes	No	No	No	No	No	No	No
Davidson County Airport	Yes	No	No	Yes**	No	No	No	No
Huntsville Exec Tom Sharp Field	No	No	No	No	No	No	No	No
Johnston Regional Airport	Yes	No	Yes	Yes**	No	No	Yes	No
Livingston County Spencer J Hardy Airport	Yes	No	Yes	No	No	No	No	No
McMinnville Municipal Airport	Yes	No	No	No	No	No	Yes	No
Newton City-County Airport	No	N/A	No	No	No	No	No	No
Spartanburg Downtown Memorial Airport	No	No	No	Yes	No	No	No	No
Winchester Regional Airport	No	No	Yes	Yes	N/A	N/A	N/A	N/A

** Monthly Rate

N/A indicates relevant and usable information was not available

Significant findings follow:

- Fuel flowage fees
  - 7 airports charge fuel flowage fees
  - Fuel flowage fees range from $0.05 to $0.15 per gallon (a mean of $0.09 per gallon)
- Transient aircraft handling fees
  - No airports charge a transient aircraft handling fee
- Landing fees
  - 3 airports charge landing fees
  - Landing fees are based on maximum gross landed weight – (MGLW) ranging from $50.00 to $500.00 per 1,000 pounds MGLW
- Aircraft parking fees
  - 8 airports charge aircraft parking fees
  - Aircraft parking fees range from $5.00 to $200.00 per day (a mean of $53.00 per day)
- Based aircraft fee
  - No airports charge a based aircraft fee
- Percentage of gross receipts fee
  - No airport charges a percentage of gross receipts fee
- Aeronautical permit fees
  - 2 airports charge aeronautical permit fees
  - Aeronautical permit fees range from $100.00 to $250.00
- Airport access fees
  - No airports charge airport access fees

B. National Guard Airports

In addition to the comparable and competitive airport analysis, general aviation fees and related information from a total of 6 National Guard airports was obtained and analyzed. A summary of findings is provided in Table 3.

Table 3 – National Guard Airports Summary

National Guard Airports	Fuel Flowage Fees	Transient Aircraft Fees	Landing Fees	Aircraft Parking Fees	Based Aircraft Fees	Percentage of Gross Receipts	Aeronautical Permit Fees	Airport Access Fees
Battle Creek Executive at Kellogg Field	Yes	No	Yes	Yes	No	No	No	Yes
Des Moines International Airport	Yes	No	No	No	No	No	No	Yes
Duluth International Airport	Yes	No	Yes	Yes	No	No	Yes	Yes
General Mitchell International Airport	Yes	No	No	Yes	No	N/A	No	Yes

National Guard Airports	Fuel Flowage Fees	Transient Aircraft Fees	Landing Fees	Aircraft Parking Fees	Based Aircraft Fees	Percentage of Gross Receipts	Aeronautical Permit Fees	Airport Access Fees
Minneapolis-Saint Paul International Airport	Yes	N/A	Yes	Yes**	No	No	No	Yes
Sioux Gateway Airport	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A

** Monthly Rate
N/A indicates relevant and usable information was not available

Significant findings follow:

- Fuel flowage fees
  - 6 airports charge fuel flowage fees
  - Fuel flowage fees range from $0.04 to $0.20 per gallon (a mean of $0.10 per gallon)
- Transient aircraft handling fees
  - No airports charge a transient aircraft handling fee
- Landing fees
  - 3 airports charge landing fees
  - Landing fees are based on maximum gross landed weight – (MGLW) ranging from $15.00 to $155.00 per 1,000 pounds MGLW
- Aircraft parking fees
  - 3 airports charge aircraft parking fees
  - Aircraft parking fees range from $5.00 to $236.00 per day (a mean of $85.00 per day)
- Based aircraft fee
  - No airports charge a based aircraft fee
- Percentage of gross receipts fee
  - No airports charge a percentage of gross receipts fee
- Aeronautical permit fees
  - 1 airport charges an aeronautical permit fee of $100.00
- Airport access fees
  - 3 airports charge airport access fees
  - Airport access fees range from $20.00 to $125.00

C. Competitive Airports

Typically, an airport is considered competitive if located in proximity to the Airport and serves a similar market. Each airport identified is then compared to the Airport based on (1) infrastructure and (2) available products, services, and facilities.

For the purposes of this study, airports within 35 nautical miles of the Airport were identified as being potentially competitive airports. While a total of 6 airports were considered competitive to the Airport, general aviation fees and related information were gathered from 5 competitive airports. A summary of findings is provided in Table 4.

Table 4 – Competitive Airports Summary

Competitive Airports	Fuel Flowage Fees	Transient Aircraft Fees	Landing Fees	Aircraft Parking Fees	Based Aircraft Fees	Percentage of Gross Receipts	Aeronautical Permit Fees	Airport Access Fees
Charlotte Monroe Executive Airport	Yes	No	No	Yes**	No	No	No	No
Concord-Padgett Regional Airport	No	No	Yes	Yes**	No	No	Yes	Yes
Davidson County Airport	Yes	No	No	Yes**	No	No	No	No
Lincolnton-Lincoln County Regional Airport	No	No	N/A	Yes**	No	No	No	No
Smith Reynolds Airport	Yes	No	Yes	Yes	No	No	No	No

** Monthly Rate

N/A indicates relevant and usable information was not available

Significant findings follow:

- Fuel flowage fees
  - 3 airports charge a fuel flowage fee
  - Fuel flowage fees range from $0.01 to $0.08 per gallon (a mean of $0.09 per gallon)
- Transient aircraft handling fees
  - No airports charge a transient aircraft handling fee
- Landing fees
  - 2 airports charge a landing fee based on maximum gross landed weight – (MGLW) ranging from $1.00 to $110.00 per 1,000 MGLW
- Aircraft parking fees
  - 5 airports charge aircraft parking fees
  - Aircraft parking fees range from $5.00 to $100.00 per night (a mean of $38.00 per night)
- Based aircraft fee
  - No airports charge a based aircraft fee
- Percentage of gross receipts fee
  - No airports charge a percentage of gross receipts fee
- Aeronautical permit fee
  - 1 airport charges an aeronautical permit fee of $10.00
- Airport access fee
  - 1 airport charges an airport access fee of $30.00

V. RECOMMENDATIONS

A. Cost Center Approach

Regardless of the type of general aviation fees the County ultimately decides to implement, AMCG suggests (consistent with a best practices approach) the costs being incurred by the County relating to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport that are not being covered by federal or state Airport Improvement Programs (AIP) be identified and quantified to the greatest extent possible.

This would include, but would not necessarily be limited to, the capital and operating costs being incurred by the County (or portion thereof), as follows:

- Airport planning projects not funded through AIP,
- Airport development projects not funded through AIP,
- Airport vehicles and equipment not funded through AIP,
- Airport reserve accounts to provide funding for future planning and development projects and vehicles and equipment that would not be eligible for AIP funding, and
- all other operating costs (e.g., personnel, insurance, utilities, etc.).

Once this is accomplished, general aviation revenues (including rents) should be quantified, and all capital and operating costs should be deducted which results in the cost recovery gap. Consistent with a best practices approach, the County should implement an aeronautical fee program designed to close the gap between general aviation related revenues and the associated capital and operating costs.

If the aeronautical-related fees that need to be charged by the County to close the gap are unreasonable or not within the bounds of the market, AMCG recommends that an appropriate portion (or percentage) of the gap should be targeted (cost recovery target).

B. Fees Recommended

1. Fuel Flowage Fee

AMCG recommends the County expand the current fuel flowage fee program at the Airport to include all fueling entities (including the County). Additionally, the County should analyze existing agreements to ensure fuel flowage fee payments for non-commercial self-fueling are correct.

Generally, the airport sponsors, aviation businesses, and aircraft operators believe a fuel flowage fee is an acceptable way of recovering airport costs. In comparison to other fees, fuel flowage fees are relatively easy to administer as fuel flowage fees are typically collected and remitted (or paid directly) by the fueling entity (commercial and non-commercial) to the airport sponsor.

The most significant downfall with charging fuel flowage fees is that only those aircraft operators who purchase (or dispense) fuel at the Airport pay the fuel flowage fee. Therefore, aircraft operators who use the airport, but do not purchase (or dispense) fuel, make no contribution to cover the airport costs through payment of fuel flowage fees.

Further, fuel flowage fees are typically paid on the honor system. In most cases, fueling entities report fuel volumes without audit or there is no requirement to verify or reconcile the amount of fuel sold (or dispensed) by a fueling entity with the amount of fuel delivered. If the County continues charging a fuel flowage fee at the Airport, AMCG suggests non-commercial self-fueling entities be required to pay this fee for all gallons delivered to the fuel storage facility (as reported by the fuel supplier) as opposed to basing the fee on gallons dispensed.

AMCG recommends the County require non-commercial fueling entities report all fuel purchased (by type), delivered to the fuel storage facility (by type), and dispensed at the Airport (by type and category). This approach provides a mechanism for the County to reconcile the gallons delivered with the gallons dispensed by non-commercial fueling entities at the Airport.

Additionally, in the case of a discrepancy between the amount of fuel delivered to the non-commercial self-fueling entity's fuel storage facility and the amount of fuel dispensed at the Airport, the greater amount shall prevail and the non-commercial self-fueling entities shall promptly pay all additional fees due the County, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

AMCG also recommends the County expand the current fuel flowage fee program to include a fuel flowage fee for all County fuel sold. By implementing a fuel flowage fee for County fuel sales, the County can analyze the fixed base operation as an independent department within the Airport and the fuel flowage fee revenues can be used to recover costs related to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport (excluding the FBO).

The amount of the fuel flowage fee would be dependent on the other types of fees selected (and the cost recovery target established) by the County.

2. Transient Aircraft Handling Fee

AMCG recommends the County continue to implement a transient aircraft handling fee for aircraft that do not purchase fuel at the Airport and stay past the initial grace period of the Transient Parking Fee.

The transient aircraft handling fee is designed to encourage transient aircraft to purchase fuel at the Airport, which would have a positive economic outcome for the Airport through fuel sales. For those transient aircraft that do not purchase fuel, the County could generate revenue from a transient aircraft handling fee to support the planning, development, operation, management, and marketing of the Airport.

3. Aeronautical Permit Fee

AMCG recommends the County implement an aeronautical permit fee based on the type of aeronautical activity being conducted at the Airport.

Specialized Aviation Service Operators (SASOs) and operators providing temporary or special activities at the Airport would be charged a commercial aeronautical permit fee for engaging in commercial aeronautical activities at the Airport. A self-fueling entity would be charged a non-commercial aeronautical permit fee for engaging in self-fueling activities at the Airport. Typically, the amount of the aeronautical permit fee would be dependent on the other types of fees selected (and the cost recovery target established) by the County.

C. Fees Dependent on the County's Business Philosophy

1. Aircraft Parking Fees

With regard to recovering the costs associated with the aircraft parking areas at the Airport, AMCG believes that the County has two primary options, as follows:

- The County could lease the aircraft parking areas to commercial operators and/or non-commercial tenants and charge market rent (Option 1).
- The County could allow transient aircraft to use aircraft parking areas and charge a transient parking fee for such use (Option 2).

Option 1

Commercial operators or non-commercial tenants (for purposes of this discussion, these entities will be referred to as the lessees) could identify the aircraft parking area that the lessee would like to lease from the County and the County could enter into an agreement with the lessee. It is important to note that the lessee must demonstrate immediate need for the aircraft parking area desired.

Under Option 1, the County would lease the aircraft parking area to the lessee and the lessee would be responsible for the operation, management, and most importantly, the maintenance and repair of the aircraft parking area. In addition, the lessee (if a commercial operator) could establish fees for use of the aircraft parking area and collect and retain 100% of the fees.

Option 2

After identifying the ramp area needed for aircraft parking, the County could establish aircraft parking fees using a "cents per 1,000 lbs." approach based on MGLW of the aircraft. In the alternative, the County could establish aircraft parking fees based on aircraft size, type, or use. AMCG suggests that the County specify a minimum aircraft parking fee.

In addition, AMCG suggests that fees be established based on the amount of time an aircraft is parked on the ramp area. For example, the County could establish a day fee (i.e., for aircraft parking up to 8 or 12 hours a day) and an overnight fee (i.e., for aircraft parking over 8 or 12 hours a day). The County may also consider some type of grace period (e.g., for aircraft parking up to 4 hours a day without charge) as well.

Under Option 2, the County would not lease or relinquish control of the ramp area. As a result, the County would maintain a high degree of flexibility (from a planning, development, and operational standpoint) as to the future use of the ramp area. While the County would be responsible for the operation and management of the ramp area, the County could outsource these functions (which could include the collection and remittance of fees). The County would be responsible for maintenance and repair of the ramp and associated costs and expenses.

The amount of the aircraft parking fee would be dependent on the other types of fees selected (and the cost recovery target established) by the County.

D. Fees Not Recommended

1. Throughput Fee

It is AMCG's understanding the County has not financed construction of a fuel storage facility utilized by a tenant at the Airport. As such, AMCG does not recommend implementing a throughput fee at this time. If the County finances development of a fuel storage facility utilized by a tenant in the future, AMCG recommends the County implement a throughput fee to recover the fixed and variable costs associated with the County-owned fuel storage facility.

Under a throughput fee, fueling entities utilizing County financed fuel storage facilities would be charged a throughput fee, paid on a per gallon basis, to recover the County's costs allocated specifically to the fuel storage facilities. In comparison to other fees, throughput fees are relatively easy to administer as throughput fees are collected and remitted (or paid directly) by the fueling entities (commercial and non-commercial) to the airport sponsor.

Further, throughput fees are typically paid on the honor system. In most cases, fueling entities report fuel volumes without audit or there is no requirement to verify or reconcile the amount of fuel sold (or dispensed) by a fueling entity with the amount of fuel delivered.

If the County implements a throughput fee at the Airport, AMCG suggests the fueling entity be required to pay this fee for all gallons delivered to the fuel storage facility (as reported by the fuel supplier) as opposed to basing the fee on gallons sold (or dispensed).

AMCG recommends the County require fueling entities report all fuel purchased (by type), delivered to the fuel storage facility (by type), and sold (or dispensed) at the Airport (by type and category). This approach provides a mechanism for the County to reconcile the gallons delivered with the gallons dispensed at the Airport.

2. Landing Fees

Landing fees could provide an equitable mechanism for the County to recover costs from all users landing at the Airport. However, based on the difficulty and cost associated with the implementation of a landing fee for general aviation aircraft operators, AMCG does not recommend the County implement a general aviation landing fee at this time.

3. Based Aircraft Fee

AMCG does not recommend the County implement a based aircraft fee as this fee is most appropriate in conjunction with a landing fee charged to all transient general aviation aircraft. The difficulty and cost associated with the implementation of a based aircraft fee (and landing fee) may be in excess of the revenue generated.

4. Percentage of Gross Receipts

AMCG does not recommend the County utilize a percentage of gross receipts fee.

As indicated previously, this fee has become less common. The trend in the general aviation industry is not to charge a percentage of gross receipts to commercial aeronautical operators.

5. Airport Access Fees

Airport access fees could provide an equitable mechanism for the County to recover costs from all users accessing the Airport. However, based on the initial difficulty and cost associated with the implementation of an airport access fee, AMCG does not recommend the County implement an airport access fee at this time.

E. Adjustment of Fees

AMCG recommends the aeronautical-related fees be reviewed annually based on the prior year's financial statements and next year's budget for the Airport. Any deficits be carried forward and considered when updating the fees in the future and that any surplus be: (1) used for non-AIP funded Airport planning or development projects (including capital expenditures relating to non-AIP funded Airport improvements, vehicles, and equipment), (2) set aside in a reserve accounts for future non-AIP funded planning or development projects, or (3) carried forward for consideration in establishing fees for the following period.

Also, and equally important, aeronautical-related fees should not be imbedded in lease agreements with commercial operators or non-commercial tenants. Conversely, aeronautical-related fees should be established in a separate aeronautical fee schedule. AMCG suggests a provision be included in all applicable lease agreements to the effect of: “To recover the costs being incurred by the County relating to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport (that are not being covered by federal or state AIP funds), the lessee agrees to pay the aeronautical-related fees set forth in the County’s Aeronautical Fee Schedule.”

If it is necessary to include aeronautical-related fees in a lease agreement, language should be included in the lease agreement stipulating that the County may, at the County’s discretion, adjust aeronautical-related fees from time to time and the lessee agrees to pay such aeronautical-related fees to help recover the costs incurred by the County relating to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport (that are not being covered by federal or state AIP funds).

VI. FEE CALCULATION

A. Fees Selected

Airport management has selected certain fees for the Airport, which are subject to the County's approval prior to being implemented at the Airport, consisting of a fuel flowage fee, transient aircraft handling fee, aircraft parking fee, and aeronautical permit fee.

B. Financial Analysis

AMCG recast the projected financial statements for the Airport to determine the gap between the Airport revenues and costs being incurred by the County based on *Fiscal Year 2022 Revised Budget (Budget)*. The financial recast (Table 5 and Table 6) identifies (1) all revenues generated by the Airport, (2) all costs incurred by the County related to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport that are not covered by federal or state AIP, and (3) capital expenses related to historical, current, and reserves for future development projects.

Table 5 – Financial Analysis Summary (Revenues)

Revenues	Total	Airport and FBO	
		% of Total	Amount
Rents			
Hangar Rent		23.80%	$ 325,000
Land Rent		0.92%	$ 12,500
Office Rent		2.20%	$ 30,000
Other Rent		1.21%	$ 16,500
Total Revenue			*$ 384,000*
% of Total Revenue			*28.13%*
Fees			
Fuel Flowage Fees		0.95%	$ 13,000
Tiedown Fees		0.22%	$ 3,000
Ramp Fees		0.26%	$ 3,500
Total Fees Revenue			*$ 19,500*
% of Total Revenue			*1.43%*
FBO			
Fueling		68.12%	$ 930,000
Maintenance Supplies		0.21%	$ 2,800
Total Fees Revenue			*$ 932,800*
% of Total Revenue			*68.32%*
Cost of Goods Sold		*100.00%*	$ 694,500
% of Total Fees Revenue			*74.45%*
Gross Margin			*$ 238,300*
% of Total Fees Revenue			*25.55%*
Other Income			
Interest Revenue		1.83%	$ 25,000
Miscellaneous		0.29%	$ 4,000
Total Other Income Revenue			*$ 29,000*
% of Total Revenue			*2.12%*
Summary			
TOTAL REVENUE			**$ 1,365,300**
COST OF GOODS SOLD			**$ 694,500**
GROSS MARGIN			**$ 670,800**

It is important to note the revenue generated by the existing aeronautical-related fee program of $19,500 is included in Table 5 but removed when determining the total cost recovery amount.

Table 6 – Financial Analysis Summary (Expenses)

Expenses	Total	Airport and FBO	
		% of Total	Amount
Operating Expenses			
Bad Debts		0.00%	$ -
Bank/Credit Card Fees		3.71%	$ 36,000
Communications		4.08%	$ 39,580
Dues/Subscriptions		0.15%	$ 1,500
Employee Benefits		6.92%	$ 67,030
Employee Recruiting/Testing		0.02%	$ 150
Facility Janitorial		0.08%	$ 800
Fuel Storage Maintenance		0.36%	$ 3,500
Indirect Costs		7.72%	$ 74,790
Insurance		0.00%	$ -
License, Fees, and Business Taxes		0.00%	$ -
Marketing		0.10%	$ 1,000
Maintenance - Airside/Landside		7.33%	$ 71,000
Maintenance - Facilities		5.26%	$ 51,000
Miscellaneous		0.20%	$ 1,900
Payroll		27.98%	$ 271,201
Payroll Taxes		2.92%	$ 28,252
Postage/Freight		0.01%	$ 100
Printing		0.07%	$ 650
Professional Services		13.90%	$ 134,750
Sales and Use Tax		6.71%	$ 65,000
Security		0.00%	$ -
Snow Removal		0.15%	$ 1,500
Supplies		0.21%	$ 2,050
Travel/Training		0.36%	$ 3,500
Uniforms		0.19%	$ 1,800
Utilities		7.96%	$ 77,100
Vehicle/Equipment Lease/Rental		0.62%	$ 6,000
Vehicle/Equipment Maintenance		1.55%	$ 15,000
Vehicle/Equipment Operations		1.44%	$ 14,000
OPERATING EXPENSES			**$ 969,153**
OPERATING INCOME (EBITDA)			**$ (298,353)**
Non-Operating Sources of Funds			
Grants - Federal (FAA)		35.60%	$ 1,315,897
Grants - State (NCDOT)		1.15%	$ 42,690
Grants - County		48.47%	$ 1,791,594
General Fund Contribution - County		14.78%	$ 546,398
SUBTOTAL (NOSF)			**$ 3,696,579**
Non-Operating Use of Funds			
Property Taxes		0.00%	$ -
Grant Match		39.41%	$ 1,339,132
Loan Payments		7.06%	$ 240,000
Interest		1.25%	$ 42,500
Capital Expenditure		52.28%	$ 1,776,594
SUBTOTAL (NOUF)			**$ 3,398,226**
NET INCOME (LOSS)			**$ -**

It is important to note the general fund contribution by the County of $546,398 and County grants of $1,791,594 are included in the Non-Operating Sources of Funds in Table 6.

C. Establishment of Fees

As indicated previously, regardless of the types of aeronautical-related fees the County ultimately decides to charge, AMCG suggests (consistent with a best practices approach) that all costs relating to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport (not covered by federal or state AIP) be identified and quantified to the greatest extent possible.

Once this is accomplished, revenues should be deducted from costs to determine the gap and the County should establish an aeronautical-related fee program that closes the gap (if reasonable, 100% of the gap should be targeted by the County).

As identified in Table 6, the net loss is $298,353. AMCG eliminated the existing aeronautical-related revenue budgeted ($19,500) to determine the annual full cost recovery total of $317,853 for Calendar Year (CY) 2022.

1. Fee Calculation Analysis

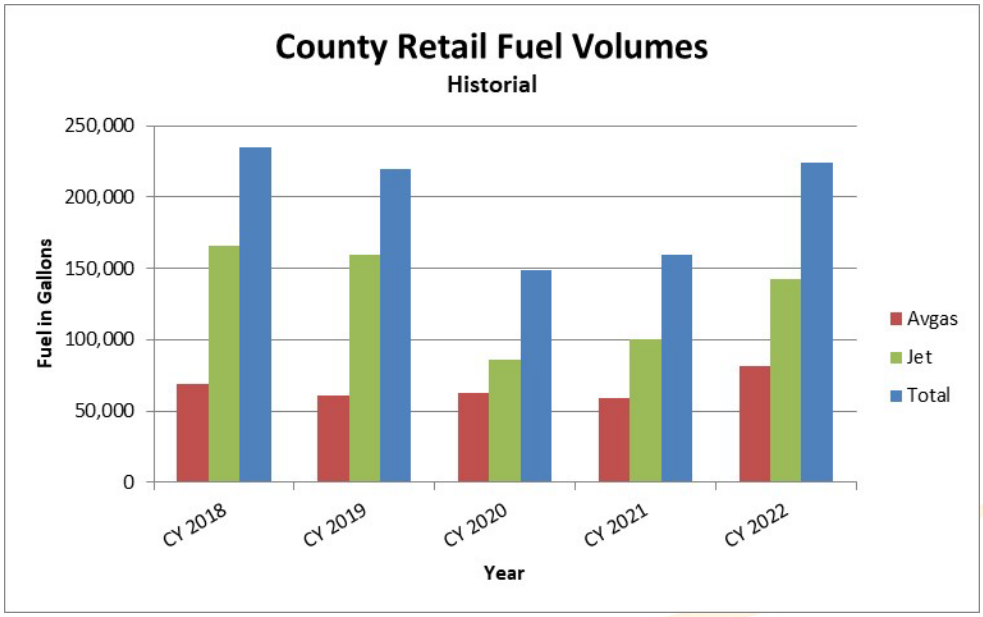
Based on a cost recovery target of 30% ($99,088 for CY 2022), AMCG calculated the rate for each of the aeronautical-related fees selected by Airport management. Table 9 outlines the fee calculations, the recommended fee structure, and the resulting rate calculated for each aeronautical-related fee.

The following key underlying assumptions were utilized in development of the aeronautical-related fees:

a. Key Underlying Assumptions

- Fuel Flowage Fee based on actual County retail fuel volumes and Non-Commercial Self-Fueling volumes for CY 2022.

Figure 1 – General Aviation Fuel Volumes



- Transient Aircraft Handling Fee based on number of fueling events (by fuel type), target fuel margin (by fuel type), FAA Master Record 5010 aircraft operations, fleet mix of existing based aircraft, and percent of transient aircraft charged a transient fee as outlined in Table 7.

Table 7 – Transient Aircraft Handling Fee Assumptions

Fuel Uplift Analysis	Avgas	Jet
Total Fueling Events (Annual)	5,634	
Fueling Events by Fuel Type (Percent)	75%	25%
Fueling Events by Fuel Type (Number)	4,226	1,409
Annual Fuel Volume by Fuel Type	81,912	142,265
Calculated Uplift (Per Fueling Event)	19.38	100.97
Average Uplift (Per Fueling Event)	20.00	100.00
Target Fuel Margin (Per Gallon)	$2.25	$2.75
Fuel Flowage Fee (Per Gallon)	$0.20	$0.20
Average Revenue (Per Fueling Event)	$49.00	$295.00
Transient Aircraft Fee	$35.00	$200.00

Transient Aircraft Handling Fee	Single-Engine	Multi-Engine Piston	Jet	Helicopter	Other
Itinerant Operations (Annual)			25,000		
Itinerant Arrivals (Annual)			12,500		
Itinerant Arrivals by Aircraft Type (Percent)	70%	11%	4%	4%	11%
Itinerant Arrivals by Aircraft Type (Number)	8,750	1,375	500	500	1,375
Itinerant Arrivals Charged Transient Fee (Percent)			2%		
Itinerant Arrivals Charged Transient Fee (Annual)	175	28	10	10	28
Transient Aircraft Fee	$35.00	$35.00	$200.00	$35.00	$35.00
Transient Aircraft Fee Total (By Group)	$6,125.00	$962.50	$2,000.00	$350.00	$962.50
Transient Aircraft Fee Total			$10,400.00		

- Aircraft Parking Fee based on FAA Master Record 5010 aircraft operations, fleet mix of existing based aircraft, percent of transient aircraft charged a fee, and existing monthly aircraft tiedowns as outlined in Table 8.

Table 8 – Aircraft Parking Fee Assumptions

Aircraft Parking Fee	Single-Engine	Multi-Engine Piston	Jet	Helicopter	Other
Itinerant Operations (Annual)			25,000		
Itinerant Arrivals (Annual)			12,500		
Itinerant Arrivals by Aircraft Type (Percent)	70%	11%	4%	4%	11%
Itinerant Arrivals by Aircraft Type (Number)	8,750	1,375	500	500	1,375
Itinerant Arrivals Charged Parking Fee (Percent)			5%		
Itinerant Arrivals Charged Parking Fee (Annual)	438	69	25	25	69
Daily Parking Fee					
Aircraft Charged Daily Parking Fees (Percent)	25%	25%	75%	25%	25%
Aircraft Charged Daily Parking Fees (Annual)	109	17	19	6	17
Daily Aircraft Parking Fee	$15.00	$19.00	$38.00	$19.00	$19.00
Daily Aircraft Parking Fee Total (By Group)	$1,635	$323	$722	$114	$323
Daily Aircraft Parking Fee Total			$3,117.00		
Overnight Parking Fee					
Aircraft Charged Overnight Parking Fees (Percent)	75%	75%	25%	75%	75%
Aircraft Charged Overnight Parking Fees (Annual)	328	52	6	19	52
Overnight Aircraft Parking Fee	$20.00	$25.00	$50.00	$25.00	$25.00
Overnight Aircraft Parking Fee Total (By Group)	$6,560	$1,300	$300	$475	$1,300
Overnight Aircraft Parking Fee Total			$9,935.00		
Monthly Parking Fee					
Aircraft Charged Monthly Parking Fees (Monthly)	8	1	0	0	0
Monthly Aircraft Parking Fee	$120.00	$150.00	$300.00	$150.00	$150.00
Monthly Aircraft Parking Fee Total (By Group)	$960.00	$150.00	$0.00	$0.00	$0.00
Annual Aircraft Parking Fee Total (By Group)	$11,520.00	$1,800.00	$0.00	$0.00	$0.00
Monthly Aircraft Parking Fee Total			$13,320.00		
Total Aircraft Parking Fee			***$26,372.00***		

- Aeronautical Permit Fee based on existing number of commercial aeronautical operators.

Utilizing a cost recovery approach with consideration given to the findings from the comparable and competitive airports, AMCG calculated the rate for each fee selected by Airport management. The calculated rates are conveyed in the *Aeronautical Fee Schedule* provided in Section VII.

Table 9 – Fee Calculation

General Aviation Fee Calculation	Assumptions	Fee	Revenue
Fuel Flowage Fee	Gallons (CY 2022)	Fee (per gallon)	Revenue
County Retail Fueling	224,177	$0.20	$44,835
Non-Commercial Self-Fueling	65,000	$0.20	$13,000
Transient Aircraft Handling Fee	Number of Aircraft Charged Fee	Per Aircraft	Total
All Transient Aircraft (waived with fuel purchase)	Annual		
Single-Engine Piston	175	$35.00	$6,125
Multi-Engine Piston	28	$35.00	$963
Turboprop	10	$200.00	$2,000
Jet	10	$35.00	$350
Helicopter	28	$35.00	$963
Total Daily Aircraft Parking Fee	250	N/A	$10,400
Aircraft Parking Fee	Number of Aircraft Charged Fee	Per Aircraft	Total
Daily (4 to 12 hours) *	Annual		
Single-Engine Piston	109	$15.00	$1,635
Multi-Engine Piston	17	$19.00	$323
Turboprop	19	$38.00	$722
Jet	6	$19.00	$114
Helicopter	17	$19.00	$323
Total Daily Aircraft Parking Fee	168	N/A	$3,117
Overnight (more than 12 hours per day)	Annual		
Single-Engine Piston	328	$20.00	$6,560
Multi-Engine Piston	52	$25.00	$1,300
Turboprop	6	$50.00	$300
Jet	19	$25.00	$475
Helicopter	52	$25.00	$1,300
Total Overnight Aircraft Parking Fee	457	N/A	$9,935
Monthly Aircraft Parking Fee	Monthly		
Single-Engine Piston	8	$120.00	$11,520
Multi-Engine Piston	1	$150.00	$1,800
Turboprop	0	$300.00	$0
Jet	0	$150.00	$0
Helicopter	0	$150.00	$0
Total Monthly Aircraft Parking Fee	9	N/A	$13,320
Aeronautical Permit Fee	Number of Operators	Fee (Annual)	Revenue
Aircraft Maintenance Operator	3	$750.00	$2,250
Avionics or Instrument Maintenance Operator		$750.00	$0
Aircraft Rental or Flight Training Operator	2	$750.00	$1,500
Aircraft Charter or Aircraft Management Operator		$750.00	$0
Aircraft Sales Operator		$750.00	$0
Other Commercial Aeronautical Activities		$750.00	$0
Temporary Specialized Aviation Service Operator		$750.00	$0
Self-Fueling Permittee	1	$750.00	$750

* Aircraft parking less than 4 hours not charged an Aircraft Parking Fee

2. *Projected Fee Revenue*

Table 10 summarizes the revenue projected based on the findings of Table 9 for each of the fees selected by Airport management, identifies the County's revenue potential (predicated on the underlying assumptions), and a cost recovery target of 30%.

It is important to note that while the aeronautical-related fees are cost recovery based, aeronautical-related fees should be within the bounds of the market to minimize an overly negative impact on airport activity and overall demand.

Table 10 – Projected General Aviation Fee Revenue

Projected General Aviation Fee Revenue	Total	Percent of Goal
Fuel Flowage Fee	$57,835	58.36%
Transient Aircraft Handling Fee	$10,400	10.49%
Aircraft Parking Fee	$26,372	26.61%
Aeronautical Permit Fee	$4,500	4.54%
Potential Fees Revenue	$99,107	
Full Cost Recovery Total	$317,853	
Cost Recovery Target (Percent)	30%	
Cost Recovery Target (Amount)	$95,356	
Cost Recovery Reconciliation	$3,752	

The projected fee revenue is predicated on the below implementation:

- A Fuel Flowage Fee will be added to the target fuel margin for avgas and jet.
- All non-based aircraft not purchasing fuel will be charged a Transient Aircraft Handling Fee.
- All non-based aircraft remaining on the ramp for more than 4 hours will be charged an Aircraft Parking Fee.
- All commercial operators will be charged an annual Aeronautical Permit Fee.

VII. AERONAUTICAL FEE SCHEDULE

Mid-Carolina Regional Airport
Aeronautical Fee Schedule
Calendary Year 2023

TYPE OF FEE	FEE		
Fuel Flowage Fee			
County Retail Fueling			$0.20
Non-Commercial Self-Fueling			$0.20
Transient Aircraft Handling Fee			
All Transient Aircraft (waived with fuel purchase)			
Single-Engine Piston			$35.00
Multi-Engine Piston			$35.00
Turboprop			$200.00
Jet			$35.00
Helicopter			$35.00
Aircraft Parking Fee			
Aircraft Type	Daily (4 to 12 hours)*	Overnight (more than 12 hours per day)	Monthly
Single-Engine Piston	$15.00	$20.00	$120.00
Multi-Engine Piston	$19.00	$25.00	$150.00
Turboprop	$38.00	$50.00	$300.00
Jet	$19.00	$25.00	$150.00
Helicopter	$19.00	$25.00	$150.00
Aeronautical Permit Fee			
Aircraft Maintenance Operator			$750.00
Avionics or Instrument Maintenance Operator			$750.00
Aircraft Rental or Flight Training Operator			$750.00
Aircraft Charter or Aircraft Management Operator			$750.00
Aircraft Sales Operator			$750.00
Other Commercial Aeronautical Activities			$750.00
Temporary Specialized Aviation Service Operator			$750.00
Self-Fueling Permittee			$750.00

* Aircraft parking less than 4 hours not charged an Aircraft Parking Fee

Rowan County
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147
704.216.7749

Rules and Regulations

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

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1. INTRODUCTION

1.1. Purpose

The purpose of these Rules and Regulations is to protect the health, safety, interest, and general welfare of the public, Tenants, and users of the Mid-Carolina Regional (Airport), and to prevent any activities or actions which would negatively interfere with the safe, orderly, and efficient use of the Airport.

1.2. PMCD General Provisions

General Provisions, which are those provisions common to all Primary Management and Compliance Documents (PMCDs) are set forth in Appendix A of these Rules and Regulations and are incorporated into these Rules and Regulations and all PMCDs by reference.

1.3. PMCD Definitions and Acronyms

The definitions and acronyms utilized throughout the PMCDs are set forth in Appendix B of these Rules and Regulations, are capitalized whenever used in the PMCDs, and are incorporated into these Rules and Regulations and all PMCDs by reference. Words that are not defined shall be construed consistent with common meaning or as generally understood.

1.4. Airport Sponsor, Operator, and Governing Body

The Airport is owned and operated by Rowan County (County) and governed by and through the County Board of Commissioners (Commissioners). The Airport Advisory Board (Board) assists and advises the Commissioners and County officials to maintain and develop the Airport to the benefit of the community.

1.5. Authority of Director

The County has authorized the Airport and Transit Director (Director) to interpret, administer, and enforce these Rules and Regulations and the PMCDs. During emergency situations, the Director is empowered to issue such directives, variances, and/or exemptions and to take such action that, within the Director's discretion and judgement, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public.

The Director shall be subject to the direction, authority, and control of the County and shall act as their official representative pertaining to aviation and Airport matters for the County. The Director's powers and duties include, but are not limited to, the following:

- designate aircraft operating, parking, and other such areas necessary for the safe, secure, and efficient operation of the Airport;
- assign aircraft parking, Hangar, and tiedown spaces;
- order unauthorized aircraft to leave the Airport; and
- promulgate rules and regulations for the use, operation, and administration of the Airport.

1.6. Proprietary Exclusive Rights

The County is exercising its proprietary exclusive right for the provision of Fixed Base Operator (FBO) services (Commercial aviation fuels, passenger and crew services, and aircraft storage including leasing and subleasing of hangars).

1.7. Enforcement

In addition to enforcement authority designated to the Director, the enforcement of all Legal Requirements pertaining to fire protection and Hazardous Materials (within its jurisdiction) shall be administered by the County Fire Department (Fire Department). All other Legal Requirements (within its jurisdiction) shall be enforced by the County Sheriff's Office (Sheriff's Office) and Law Enforcement Officers.

Violation of these Rules and Regulations, the PMCDs, applicable Legal Requirements, or directives issued by the County, Director, Fire Department, or Law Enforcement Officers or jeopardizing the safety or security of persons and entities utilizing the Airport may result in suspension, revocation, and/or prohibition of access or use privileges, engaging in activities, use of the Airport; termination of Agreements; and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the County.

2. GENERAL

2.1. Access To, Entry Upon, or Use of the Airport

Access to or entry upon the Airport shall be made only at locations designated by the Director. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person who is provided access to or use of the Airport, whether directly or indirectly, expressed or implied. All actions shall be in full and complete compliance with these Rules and Regulations and applicable PMCDs.

2.2. Security

The Sheriff's Office has the overall responsibility for security of the Airport. Operators or Lessees are responsible for the security of entity's Leased Premises and shall comply with the County's security requirements and/or best practices. Security gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when actually in use or actively monitored by the County. The Director may close or otherwise restrict access to any area of the Airport when safety or security considerations dictate.

Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the County. Persons who have been provided an access code or device for access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the County.

2.3. Commercial Activities

Any entity desiring to engage in or is actively engaging in a Commercial Aeronautical Activity at the Airport shall comply with the General Aviation Minimum Standards (Minimum Standards), as developed and amended from time to time.

Based Aircraft shall not be used for Commercial Aeronautical Activities unless expressly authorized by an Agreement with the County and consistent with the Minimum Standards. Utilization of the Based Aircraft for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's immediate family shall not be considered a Commercial Aeronautical Activity.

Any entity desiring to engage in any non-aeronautical Commercial activity (including photography or filming) at the Airport shall obtain written permission from the County prior to engaging in such activity.

2.4. Accidents

Any person involved in or witnessing an Accident resulting in injury, death, or damage to Property shall immediately call "911" and notify the County. If reasonably able to do so, such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the County, Sheriff's Office, Director, Law Enforcement Officers, Fire Department, and/or investigative personnel. Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

No person shall tamper with an Accident scene or fail to comply with any directive issued by the County, the Sheriff's Office, Law Enforcement Officers, the Fire Department, or any other Agency having jurisdiction over the Accident scene.

2.5. First Amendment Activities

Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited on County-owned property without prior written permission of the Director.

All authorized activities listed above shall be conducted (a) in those areas identified by the County without obstructing the use of the Airport by others; (b) in a peaceful and orderly manner; (c) without physical harm, molestation, threat, or harassment of any person; (d) without obscenities, violence, breach of the peace, or other unlawful conduct; (e) without hindrance to or interference with the proper, safe, orderly, and efficient access to, and operation of the Airport and activities conducted thereon; and (f) in strict conformance with any rules and regulations governing such activities on the Airport and the direction and conditions prescribed in writing by the Director.

2.6. Advertisements

Advertisements, including notices, circulars, and/or handbills, may not be posted, displayed, or distributed without the prior written permission of the Director. The posting of advertisements on County property shall conform with established County policies and directives. The County has the right to remove or relocate any such advertisement.

2.7. General Conduct

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the directions posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Smoking, vaping, or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the County and posted as public smoking areas, is prohibited.

Starting, moving, using, or interfering with the safe operation of any aircraft, vehicle, or equipment without the permission of the Owner or by specific direction of the County is prohibited. If requested by the County or a Law Enforcement Officer, satisfactory evidence of the right to do so shall be presented.

No person shall engage in behavior that is disruptive or creates a hazard or risk of injury, death, or damage to Property.

The Airport shall not be used to camp or stay overnight unless approved in writing by the Director. The Airport shall not be used for any improper, objectionable, or illegal purposes.

Leased Premises are expressly for the conduct of the Tenant's activities. Unauthorized persons shall not make use of the Leased Premises without permission of the Tenant or written consent of the Director.

2.8. Abandoned or Lost Property

Property shall not be Abandoned at the Airport. Abandoned or lost Property found in Public Areas shall be reported or submitted to the County.

- The County will comply with State of North Carolina General Statute Chapter 116B – Escheats and Abandoned Property upon identifying Abandoned Property.

2.9. Use of Roadways and Walkways

No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic and no person shall occupy the roadways or walkways in such a manner as to hinder or obstruct proper use.

2.10. Animals

No person shall bring animals, except for special assistance animals or animals used for law enforcement purposes in Public Areas, unless destined for air transport and restrained by a leash, container, or crate. Domestic pets may be at the Airport only if kept on a leash or inside facilities, aircraft, or vehicles.

No person, except those authorized by the State of North Carolina under a Wildlife Take Permit for Airports, shall intentionally hunt, pursue, trap, catch, injure, or kill any small mammal, turkey, or deer at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

2.11. Weapons and Explosives

Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be possessed by Law Enforcement Officers, members of the armed forces of the United States or the State of North Carolina on official duty, and other individuals in compliance with North Carolina General Statutes, Chapter 14, Article 54B *Concealed Handgun Permit*.

- Weapons stored in locked containers (and not immediately accessible) for the purposes of shipping for legal uses are permitted.

No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) with exception of explosives that may be used by authorized personnel for purposes of wildlife management or during approved special events.

2.12. Alcoholic Beverages

Alcoholic beverages may only be consumed in accordance with applicable Legal Requirements. The County reserves the right to exclude or expel any person who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs. County reserves the right to restrict the consumption of alcoholic beverages at the Airport.

2.13. Use of Public Areas

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility or in any area for purposes of sleeping in lieu of a hotel, motel, or other accommodations is prohibited unless authorized by the County

2.14. Trash and Recycling

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles. Lessees are encouraged to utilize separate stream recycling by discarding certain recyclable materials into separate bins that shall be kept clean and emptied on a regular basis to prevent overflowing.

Exterior trash receptacles and recycling containers shall be equipped with securely fastened lids. Trash and recyclable materials (including, but not limited to, construction debris, furniture, household items, electronics, tires, etc.) shall not be brought to or burned on Airport property. The only items to be disposed of at the Airport shall be items for aeronautical purposes or items used to conduct business at the Airport. Trash receptacles and recycling containers shall be kept clean and emptied on a regular basis to prevent overflowing.

2.15. Fire and Flammable Materials

Tenants and users shall comply with practices recommended by the National Fire Protection Association (NFPA) and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

In no event shall smoking, vaping or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any aircraft, Refueling Vehicle, or fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the County and the Fire Department.

- This excludes open flames utilized by a Tenant in the performance of Aircraft Maintenance.

Uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to "911". No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- Such equipment may be inspected by the Fire Department and/or County at any time and shall be fully operational and inspected annually.
  - A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the practices recommended by the NFPA and in compliance with applicable Legal Requirements.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

- The practices recommended in NFPA 30 (Flammable and Combustible Liquids Code) and NFPA 410 (Standard on Aircraft Maintenance) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

2.16. Hazardous Materials

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials container in contravention of any Legal Requirements. Proper permits must be obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the County, and prior notification must be given to the County.

If any person or entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the Emergency Planning and Community Right-to-Know Act (EPCRA), such entity shall be responsible for any reporting obligations under EPCRA. The County will not be responsible for compliance with any EPCRA requirements, except to the extent the County stores, uses, or transports Hazardous Materials.

- If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
  - Safety Data Sheets (SDS) (previously known as Material Safety Data Sheets) for all Hazardous Materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the County and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating aircraft, vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All

Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.

- Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
- Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification and a copy of a Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) to the County and the Fire Department.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the practices recommended by the NFPA and in full compliance with these Rules and Regulations, County's Storm Water Pollution Prevention Plan (SWPPP), the County's directives, and Legal Requirements.

- Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

No Hazardous Materials shall be disposed of on the ground or into the air during aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and Legal Requirements.

2.17. Environmental (Hazardous Materials) Clean Up

The party responsible for an environmental incident (to include the overflowing or spilling of fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the County, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the County determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the County may act as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the County.

Hazardous Materials Overflow or Spills – In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with Legal Requirements pertaining to the deicing of aircraft and/or paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the County or the Fire Department.

Minor Hazardous Materials Overflow or Spills – Overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Contact the County.

Major Hazardous Materials Overflow or Spills – Overflows or spills in excess of five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety.

In addition to following all the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:

- Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- Assess the damage to land and/or ground water in conjunction with the County.
- Provide a written summary of the spill to the County within 24 hours of the spill.

Serious Hazardous Materials Overflow or Spills – Overflows or spills in excess of 25 gallons or which may pose a serious threat to the public safety. In addition to following all the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:

- Provide a detailed written summary of the spill to the County within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with fueling capability or responsibility for maintenance of fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

2.18. Painting

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the NFPA and in full compliance with the County's SWPPP, the SPCC Plan, the County's directives, and applicable Legal Requirements.

2.19. Emergency Conditions

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the Director.

2.20. Special Events

Any person or entity desiring to conduct a Special Event at the Airport shall complete and submit the Special Event Permit Application Form to the County along with prior payment of all applicable fees paid to the County and any other Agency having jurisdiction. The entity shall receive a signed and approved Special Event Permit from the County prior to conducting the Special Event. Special event attendees shall remain clear of Airport operations, aircraft, active Taxiways, Runways, and other areas designated by the Director.

2.21. Unmanned Aerial Vehicle, Unmanned Aircraft System, or Model Aircraft

The operation of Unmanned Aerial Vehicle (UAV), Unmanned Aircraft System (UAS), or model aircraft within five statute miles of the Airport shall comply with all applicable Legal Requirements. This may include, but is not necessarily limited to, notifying and obtaining written permission from the Director of Airports to fly UAV, UAS, Or model aircraft within the Airport's protected airspace.

2.22. Skydive/Parachute Jumping

Unless conducted by an approved Skydiving Operator at the Airport, no person shall skydive/parachute jump onto the Airport without the prior written permission of the Director. Skydive/parachute landings shall only occur at a County approved and designated Drop Zone. Skydive/Parachute operations shall be conducted in conformance with AC 105-2E, as amended, and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).

3. AIRCRAFT

3.1. Legal Requirements

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, and the directives of the Director.

3.2. Based Aircraft Registration

Based Aircraft must be registered with the County. Registration information shall include the following:

- Aircraft make, model, registration number, and maximum gross landing weight.
- Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
  - If more than one person or entity owns and/or operates the aircraft, the name, address, and phone number of all Aircraft Owners and Aircraft Operators shall be provided.
- A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the County.
  - Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
  - Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the County.
  - The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of North Carolina (with a Best rating of A or above) or be approved in writing by the County.
  - The County reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

Entities responsible for Based Aircraft must have a lease or license agreement with the County.

3.3. Non-Airworthy Aircraft

Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the Airport for aircraft parking, staging, or storage. Consistent with 14 CFR Chapter I [Docket No. FAA 2014–0463] FAA *Policy on the Non-Aeronautical Use of Airport Hangars*, as amended, non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) in a County-owned Hangar may undergo long-term major renovation or restoration pursuant to a scheduled and approved maintenance plan as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Director.

- Aircraft Owner or Aircraft Operator shall remove non-airworthy aircraft from the Airport within 90 days of becoming non-airworthy unless otherwise previously authorized in writing by the Director.
- If Aircraft Owner or Aircraft Operator is unknown or cannot be located, the Director shall conspicuously post and affix such written notice to the aircraft and after 30 calendar days, the aircraft will be deemed abandoned in accordance with Section 3.4 of these Rules and Regulations.
- Airworthiness Certificate or maintenance log showing the date of an annual or 100-hour inspection shall be provided to the Director upon request.

3.4. Disabled and Abandoned Aircraft

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of disabled aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the County, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

Based on available resources, the County will lend assistance upon request by the Aircraft Owner or Aircraft Operator to maintain the operational readiness of the Airport, without liability to the County.

Abandoning an aircraft on the Airport is prohibited.

- An aircraft shall be considered Abandoned if the Aircraft Owner or Aircraft Operator (1) has not paid in full applicable rents or fees to the County or an authorized Fixed Based Operator (FBO) or Specialized Aviation Service Operator (SASO) for a period greater than 90 calendar days, (2) has not responded to written notification from or on behalf of the County, by certified or registered mail, and/or (3) aircraft does not have a current and valid registration with the FAA (or similar agency of a foreign country).

In the event the County determines the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove a non-airworthy, disabled, or Abandoned aircraft in a timely manner (at Aircraft Operator's risk, cost, and expense), the aircraft may be impounded by the County at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the County.

- Once an aircraft is impounded by the County, the County shall charge reasonable impoundment fees and thereafter publish a notice of intent to remove the aircraft in the legal organ of the county in which the Aircraft Owner or Aircraft Operator was last known to reside/exist, and if such location is unknown, then in the legal organ of Rowan County, North Carolina.
- The Aircraft Owner or Aircraft Operator may claim the aircraft by responding to the County in writing, paying the impoundment fees in full, and promptly removing the aircraft from the Airport.
  - If the aircraft is not claimed within 90 calendar days by the Aircraft Owner or Aircraft Operator, the County shall dispose of aircraft in accordance with Legal Requirements.
- The County shall retain any surplus arising from the sale of the aircraft after expenses, incurred by the County in connection with the aircraft, have been paid.
- The County may assess and recover from the Aircraft Owner or Aircraft Operator all applicable rents and fees, impoundment charges, and other related expenses including reasonable attorney fees incurred by the County in connection the enforcement of these provisions.

3.5. Airport Hours of Operation

The public use aeronautical areas (Runways, Taxiways, and supporting infrastructure) of the Airport is available for use 24 hours per day, 7 days per week, unless closed by Notice to Air Mission (NOTAM).

3.6. Accidents and Incidents

Any person involved in an Aircraft Accident or Aircraft Incident shall make a full and complete report to the appropriate Agencies in a timely manner and provide a copy to the County, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830.

- The report to the County shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the County who shall receive authorization from the FAA, NTSB, or Agencies having jurisdiction, as applicable.

Once authorization to remove the aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any associated costs.

3.7. Prohibiting Use of the Airport

The Director shall have the right at any time to close or restrict use of the Airport or any portion thereof to aircraft operations (except for an emergency operation) or deny the use of the Airport to any entity when the Director considers such actions to be necessary and desirable in the interest of safety or security.

- The Director or the FAA may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
- Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage which may be incurred by any entity.

3.8. Maintenance

Aircraft Maintenance, including aircraft painting or paint stripping, may only be performed within Hangars, buildings or those areas specifically designated by the Director and shall be limited solely to that specifically permitted by the type rating established by Building and Fire Codes, and then, only in compliance with the instructions of the County and the orders of the Fire Department.

Consistent with Section 2.3 of these Rules and Regulations, any entity engaging in Commercial Aeronautical Activities at the Airport (including Aircraft Maintenance) shall comply with the Minimum Standards.

3.9. Cleaning

Aircraft cleaning shall only be performed in full and complete compliance with the County's SWPPP. Aircraft cleaning, which creates runoff, occurring in locations other than approved aircraft wash racks shall be approved by the County. Requests for permission shall be submitted in writing and include the name of the Aircraft Operator, location, time and duration, entity conducting aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

- All residual fluids (cleaning byproducts) must flow to an oil/water separator or be removed from the Airport.

When non-biodegradable soap, solvents, and/or degreasers are used for aircraft cleaning, these substances shall be disposed of in accordance with Legal Requirements. aircraft, aircraft engines, and/or parts may be dry washed without approval by the County.

3.10. Engine Operation

Aircraft engine Runups are not permitted between the hours of 10:00 p.m. and 6:00 a.m. except for Runups required in preparation for aircraft departure or conducted in approved maintenance Runup facilities. Engine Runups are prohibited in Non-Movement Areas.

- Aircraft engines shall not be started within any structure.
- Aircraft controls shall be attended while aircraft engine(s) are operating.
- Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an aircraft engine in an area which is accessible to the public shall alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an aircraft engine when flammable liquid is on the ground in the immediate vicinity of the aircraft is prohibited.

3.11. Parking and Storage

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or fuel storage facilities.

Unless utilizing the Airport identified general parking areas on a Leased Premises or otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of aircraft, without prior written permission of the County.

- In the event a person uses any area for aircraft parking, staging, or storage not in compliance with the preceding provision, the County may remove and store the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the County.

Aircraft Operators shall ensure aircraft are properly secured, as set forth in Advisory Circular (AC) 20-35C, as amended, when parked and/or stored.

- Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring.

Upon request of the County for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Aircraft Operator shall move the aircraft to a location and/or position identified by the Director. In the event the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the Director may move the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Director.

3.12. Aircraft Security

In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the County. Security measures shall not hinder, delay, or prevent relocation or removal of aircraft at the direction of the County.

- No person shall interfere or tamper with any aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

3.13. Aircraft Operations

Operating an aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Aircraft Operators shall obey all pavement markings and signage.

The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating propeller or engine blast which may endanger persons or damage Property. It may be necessary to tow the aircraft to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft or on any closed Runway or Taxiway, unless authorized in writing by the County or due to an emergency.

- It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.

3.14. Taxiing and Towing Operations

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person or Property.

- Aircraft shall not be taxied into, out of, or within any structure.

Aircraft being taxied shall have a person at the controls of the aircraft who shall monitor the Common Traffic Advisory Frequency (CTAF) the Unicom frequency in use at the Airport if the aircraft is equipped with a radio and the radio is functional.

Taxiing aircraft shall yield the right-of-way to Emergency Vehicles, equipment, or aircraft unless otherwise directed by written notice of the County or NOTAM. Aircraft Operators shall not taxi at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the County.

3.15. Rotorcraft Operations

With the exception of medical flights for a medical emergency or operations by Law Enforcement, rotorcraft shall park or operate only in Movement Areas, aircraft parking areas, or areas designated by the County for rotorcraft operations. Rotorcraft shall not be operated within 50 feet of any structure or fuel storage facility. Rotorcraft shall not be operated within 100 feet of any area where Light aircraft are parked or operating.

3.16. Balloon Operations

Prior to entering the AOA, all balloon operators shall register the intended flight with the Director and be familiar with the Airport. Use of a handheld transceiver radio monitoring the CTAF/Unicom frequency is encouraged. Balloon shall only be inflated and launched from approved areas of the Airport. During balloon inflation, care shall be taken to avoid blocking roadways, Taxiways or interfering with Airport operations. Landing balloons on Runway is prohibited except in the event of an emergency.

3.17. Noise Abatement Procedures

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR and the operating parameters of the aircraft as set forth by the aircraft manufacturer, Aircraft Operators are requested to use procedures which minimize the noise impact on surrounding areas.

3.18. Restricted Activities

Aircraft Operators shall request permission from the County before engaging in any of the following activities and shall conduct these activities in accordance with specific requirements developed by the County:

- Use of motorless aircraft – the landing upon or towing of gliders and other certificated motorless aircraft.
- Use of ultralight vehicles – the landing or taking off of ultralight vehicles unless approved in writing by the Director.
- First flight or test flights after major airframe and/or powerplant modifications.
- Use of lighter-than-air aircraft – the landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.
- Banner or glider towing – the landing or taking off of aircraft which tow banners, gliders, or other devices.
- Operation of model aircraft.

- Operators of unmanned aerial vehicle (UAV), or unmanned aircraft system (UAS) aircraft within five statute miles of the Airport shall comply with all applicable Legal Requirements. This may include, but is not necessarily limited to, notifying and obtaining written permission from the Director to fly UAV or UAS aircraft within protected airspace.
- Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).
- Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199 and Legal Requirements governing such shipments. Hazmat and Aircraft Rescue and Fire Fighting equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

3.19. Fees

Aircraft shall not land or takeoff unless the Aircraft Owner or Aircraft Operator has paid the fees which may be established and assessed by the County unless exempt by Agreement.

- Aircraft that may be exempt from County fees include aircraft owned and/or operated by the United States of America, military forces of the United States of America, and foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).

The County shall have the authority to detain any aircraft for non-payment of any fees.

4. VEHICLES

4.1. Legal Requirements

All Vehicle Operators shall comply with the State of North Carolina Vehicle Code, these Rules and Regulations, directives issued by the Director, and the orders of the Sheriff's Office and Law Enforcement Officers.

4.2. Licensing and Permit

Except for vehicles which are exclusively used on the AOA, all vehicles shall meet licensing and registration requirements. Vehicle Operators must have a valid license and evidence of insurance as required by Legal Requirements, including those vehicles operated exclusively on the AOA.

Vehicle Operators on the AOA are required to complete applicable County training programs.

4.3. Equipment

Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing vehicles.

4.4. Operations

Vehicles shall not be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) which endangers or is likely to endanger persons or Property is prohibited.

No tank vehicle, truck, or semi-trailer used for the transportation of flammable liquids or Fuel Handling, shall be operated on the AOA unless approved in writing by the County.

Vehicles shall not be operated in any Hangar or structure for a prolonged period of time unless the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks, or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

Vehicle Operators shall not, after receiving a visual or audible signal from a County employee or a Law Enforcement Officer fail to stop the vehicle being operated, operate the vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the County or a Law Enforcement Officer.

Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle except for Emergency Vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to aircraft, Emergency Vehicles and pedestrians.

Vehicles shall not be operated in such a manner as to create a hazard or interfere with the safe and secure operation of the aircraft.

- Vehicles, except Emergency Vehicles responding to an emergency, shall not overtake or pass in front of a moving aircraft.

- Vehicles shall come no closer than 50 feet to a taxiing aircraft and shall pass to the rear of taxiing aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

Airside and Landside Speed Limits

Safe Speed – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

Minimum Speed – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with Legal Requirements.

Maximum Speed – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be 10 miles per hour.

Tugs (Towing Vehicles and Related Equipment):

- Positive locking couplings are required for all towing vehicles and related equipment.
- Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

4.5. Access Gate Security

If a vehicle gate is closed prior to use, Vehicle Operators shall stop and ensure the gate is fully closed before proceeding and shall also ensure that no unauthorized vehicles or persons gain access to the Airport while the gate is in operation unless accessing the Airport through a gate actively monitored by the County. If the gate fails to close or the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the FBO at 704-216-7749 during normal business hours (or the Airport Director at 704-239-1434 outside of normal business hours).

4.6. Air Operations Area

Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the County in writing and shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area. The County may restrict vehicles to certain areas of the AOA. Such restrictions may prohibit vehicle operations outside the designated area(s).

The recreational use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, roller blades, skateboards, bicycles, unicycles, or other similar devices is not permitted without the prior written permission from the County.

4.7. Movement Area

Vehicles routinely using the Movement Area shall be painted and/or properly marked in a manner approved by the County. No person shall take or drive any vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the County.

Vehicles operating on the Movement Area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 MHz to 136.00 MHz). In the event a vehicle in the Movement Area experiences radio failure, the vehicle must vacate the area.

4.8. Accidents Involving Vehicles

A Vehicle Operator involved in an Accident resulting in any injury, death, or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call "911". The Vehicle Operator (and the vehicle) must remain at the scene until the Sheriff's Office, Law Enforcement Officers, and/or the Fire Department take a full report.

4.9. Cleaning and Maintenance

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such vehicles from the Airport or in designated areas approved in writing by the County.

4.10. Parking or Stopping

Vehicles shall be parked only in designated areas unless otherwise authorized in writing by the County. Vehicles shall not be parked or stopped in a manner that obstructs aircraft, vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 3 feet of either side of a security fence; and in violation with applicable signage and postings.

Vehicles, other than those loading and unloading aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the County.

- Parallel parking along the perimeter of the vehicle parking area shall be prohibited.
- Parking in designated public parking areas is open to any person using the Airport.

Aircraft Operators may park vehicles which are fully operational and completely functional inside the Hangar or in designated parking areas while the Based Aircraft in the Hangar is gone.

- Vehicles parked for more than 14 calendar days without prior written notification to the County shall be considered Abandoned and the County may take whatever action is deemed appropriate to remove and/or dispose of the vehicle. Such action shall be at the Vehicle Operator's risk, cost, and expense and without any liability to the County.
- Vehicles may not be parked on Tiedown areas.
- Abandoning a vehicle anywhere on the Airport, including on Leased Premises, is prohibited. A vehicle shall be considered Abandoned if it is of unknown ownership, parked in an undesignated area, or parked for more than 14 calendar days without prior written notification to the County.

Unless approved in writing by the Director, boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain vehicles, race cars, recreational vehicles, trailers, and other similar vehicles may not be parked or stored on the Airport.

The County may boot, tow, or otherwise remove any vehicle which is disabled or parked in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the Vehicle Owner or Operator's risk, cost, and expense and without any liability to the County.

5. TENANT

5.1. Introduction

Tenant used herein refers to any person, Association, and/or entity that has entered into an Agreement with the County to occupy land and/or improvements (Leased Premises) at the Airport for commercial or non-commercial purposes.

5.2. Security

All gates, chains, doors, fences, lighting, locks, and all other safeguards which are part of the Leased Premises or have been installed by the Tenant must be continually and conscientiously maintained by the Tenant and kept in working conditions. Gates or doors which provide access through Leased Premises must remain closed, locked, and secured except when in use.

Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the County.

Objects which could facilitate unauthorized access shall not be located within three feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

5.3. Maintenance of Premises

Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- kept free from all fire, safety, and security hazards,
- maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, and
- maintained in a condition of repair and general maintenance in accordance with the Agreement.

Tenants shall be fully responsible for and replace, or in the County's sole discretion, reimburse the County for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Tenant or its employees, agents, customers, visitors, suppliers, or persons with whom Tenant does business.

Tenants shall provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign object debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear expected. Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

- The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the County) may result in the County conducting or contracting the maintenance at Tenant's sole cost and expense without liability to the County.

5.4. Fire Prevention

Tenants shall be responsible to ensure fire prevention practices and/or procedures are followed and comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) shall be provided by Tenants.

- Fire extinguishers shall be maintained in accordance with the practices recommended by the NFPA.
- A tag showing the date of last inspection (and inspection entity) shall be attached to each fire extinguisher and records, (acceptable by fire underwriters) shall be maintained identifying the status of each unit.

Tenant shall identify and provide contact information to the Fire Department for a responsible person and secondary contact. Contact information shall include the name of each individual and a daytime and after-hours telephone numbers.

5.5. Aviation Fueling

Tenants conducting Fuel Handling shall comply with Section 6 – Aviation Fueling of these Rules and Regulations.

5.6. Heating Equipment

All heating equipment and fuel burning appliances installed or used at the Airport shall comply with all Legal Requirements (as applicable) of the County, the State of North Carolina, the NFPA, and the Fire Department.

5.7. Aircraft Hangars

The use of Hangars shall conform with all Legal Requirements including applicable building codes as well as the practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department, and the County. Each Hangar shall be equipped with a proper, appropriate, inspected, certified, and readily accessible fire extinguisher that conforms with Legal Requirements.

Aircraft Hangars shall only be used for the parking and storage of aircraft and associated aircraft equipment and supplies as approved by the County and the Fire Department or as otherwise stipulated in an Agreement. Use of aircraft Hangars shall be subject to the following restrictions:

- Unless otherwise directed by the County, the use of Hangars shall conform with 14 CFR Chapter I [Docket No. FAA 2014–0463] FAA *Policy on the Non-Aeronautical Use of Airport Hangars*, as amended.
- Aircraft Hangars shall only be used by the Tenant for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved in writing by the Director and the Fire Department or as otherwise stipulated in an Agreement. All items stored must belong to the Tenant authorized to use the Hangar.
- Tenants shall not be permitted to Sublease Aircraft Hangars as the County has elected to exercise its proprietary Exclusive Right, consistent with an as allowed by the Assurances, to provide this Activity directly.
- The pre-flight sumping of fuel systems may only be performed while the aircraft is outside of the Hangar.

- Space heaters may be utilized in Hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
- Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.

Aircraft parked in Hangars shall be parked in a manner so as to be completely contained in the Hangar and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

Aircraft Maintenance may be conducted on Tenant's owned Aircraft within Tenant's premises, provided such individuals are permitted to conduct such Aircraft Maintenance in compliance with FAA regulations. Non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration pursuant to a scheduled and approved maintenance plan as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Director consistent with Section 3.3 of these Rules and Regulations.

- Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Director:
  - Welding
  - Cutting
  - Open flames and torches
  - Servicing any part of a fuel system or transferring fuel

The above list is not intended to represent all Aircraft Maintenance items prohibited within Hangars based on the Building and Fire Codes but is intended to identify those items that may commonly be performed as part of Aircraft Maintenance. As outlined in the PMCDs, all Activities and uses within Tenant's premises must comply with all applicable Legal Requirements.

5.8. Aircraft Tiedowns

Aircraft parked in a Tiedown space shall be parked in a manner so as to be completely contained in the Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars or Tiedowns, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

- If performed in full compliance with Legal Requirements, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.

5.9. Storage of Materials and Equipment

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the County.
- Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises as long as such storage fully complies with Legal Requirements.

- Unless expressly permitted in an existing Agreement or approved in writing by the County, the Leased Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the County.

5.10. Compressed Gases

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

- Compressed gas cylinders or tanks must have approved, and fully operational pressure relief devices installed.
- Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by the NFPA.

5.11. Lubricating Oils

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the County and the Fire Department).

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the County. Such containers may only be stored in compliance with Legal Requirements and consistent with the County's SWPPP.

5.12. Right of Entry

The County shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements whether the right of entry is provided for in any Agreement.

- For Improvements owned by the County, the Tenant shall provide the County with a key capable of gaining access to the facilities, buildings, and Improvements.
- For Improvements owned by the Tenant, the County shall provide 48-hours advanced notification.

The County and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

5.13. Non-Commercial Flying Club

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of North Carolina, operates on a non-profit basis, and does not hold the Flying Club out to the public as an FBO or SASO. A Flying Club shall conform with FAA Order 5190.6B Change 1 Airport Compliance Manual Section 10.6, as amended.

This section does not apply to social flying clubs or groups who do not jointly own or operate aircraft.

- Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.

- Flying Club shall keep on file and available for review by the County, a complete membership list and ownership share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the County:

- articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- roster of all officers and directors including home and business addresses and telephone numbers, and
- designee responsible for compliance with applicable Legal Requirements.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.

Members may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training Operator or Independent Flight Training Operator (as defined in the Minimum Standards) and the person receiving the training is a member of the Flying Club. Consistent with FAA Order 5190.6B Change 1 *Airport Compliance Manual*, a flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club aircraft shall only be used by Members.

If the Flying Club is performing Aircraft Maintenance on aircraft owned by the Flying Club, maintenance area and Hangar are required as follows:

Maintenance area and Hangar (square feet)	
Maintenance area[1]	360
Hangar[2]	3,600

Consistent with FAA Order 5190.6B Change 1 *Airport Compliance Manual*, a qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

[1] Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.

[2] Hangar area shall be at least equal to the square footage stipulated above or large enough to accommodate the largest Aircraft being serviced, whichever is greater.

Insurance – Except as otherwise provided for herein, a Non-Commercial Flying Club shall maintain, at a minimum, the coverage and limits of insurance set forth below, as applicable:

- General Liability (Combined Single Limit):
  - Each occurrence – $1,000,000
  - Unlicensed vehicles – $1,000,000
- Vehicular Liability (Combined Single Limit):
  - Each occurrence – $1,000,000
- Hangar Keeper's Liability (Largest aircraft Accommodated):
  - Single Engine Piston Group I – $250,000 (each aircraft) and $500,000 (each occurrence)
  - Multi Engine Piston Group I – $500,000 (each aircraft) and $1,000,000 (each occurrence)
  - Turboprop Group I – $1,000,000 (each aircraft) and $2,500,000 (each occurrence)
- Aircraft and Passenger Liability (Each Occurrence):
  - Each occurrence – $1,000,000 Club and $100,000 sub limit per person

6. AVIATION FUELING

6.1. General

Legal Requirements – Fuel Handling, Refueling Vehicles, and fuel storage facilities at the Airport shall conform to the Legal Requirements including without limitation, those prescribed by the State of North Carolina and County and appropriate provisions of 14 CFR; NFPA recommendations; Applicable ACs including AC 150/5230-4B Aircraft fuel Storage, Handling, Training, and Dispensing on Airports, AC 00-34A Aircraft Ground Handling and Servicing, and AC 150/5210-5D Painting, Marking and Lighting of vehicles Used on an Airport as may be amended; the County's SWPPP; Legal Requirements established by the Environmental Protection Agency, North Carolina Department of Environmental Quality, and any other Agency having jurisdiction.

Fuel Quality Control – Fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D910 (Avgas), or ASTM D4814 (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling.

Diesel Exhaust Fluid (DEF) Contamination – Personnel are to be trained on the proper storage and handling of DEF in order to prevent the contamination of Fuel System Icing Inhibitor (FSII) or Jet Fuel. If used in Refueling Vehicles or other ground service equipment, DEF must be stored in a separate cabinet or facility from FSII storage and handling areas should be clearly labeled. All DEF transfers between containers must be handled by trained personnel and logged appropriately.

Training – No person shall engage in Fuel Handling until that person is trained.

- Standard Operating Procedure (SOP) shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34A Aircraft Ground Handling and Servicing, as amended. The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures related to fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles and fuel storage facilities. The SOP shall be made available to the County for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file.

- Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
- Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.
- Records shall be subject to review of and/or inspection by the County or other designated representative(s).
- Training shall be performed in accordance with 14 CFR Part 139.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.17 of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Unless engaging in Rapid Refueling, Fuel Handling shall not occur while passengers are on board the aircraft unless a passenger-loading ramp is in place at the aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

- All extinguishers shall be inspected and certified, as required by law, and all personnel involved with fueling or defueling operations shall be qualified and trained to use all fire extinguishers.

The County assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling unless the Fuel Handling event is being conducted by the County.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the County for any fines, legal or court costs, incurred by the County for any such violation, error, omission, or negligence.

Prior to engaging in Fuel Handling, entity shall provide the County with a written SPCC Plan that meets all applicable Legal Requirements. An updated copy of the SPCC Plan shall be filed with the County at least 30 calendar days prior to any planned change in operations. A trained person shall be present and responsive while fuel is being transferred into or out of any fuel storage facility or any Refueling Vehicle.

- The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
- The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of fuel is in progress.

- The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while Fuel Handling.

Refueling Vehicles shall be positioned so the vehicle can be safely driven away in the event of spill or fire. Fuel Handling shall be conducted outdoors and at least 25 feet from any Hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the County and the Fire Department.

Vehicles shall be refueled only at refueling stations approved by the County and the Fire Department. In the absence of suitable ground support equipment, a turbine-powered APU mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered APU may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a fuel vapor ignition source.

The Refueling Vehicle shall be bonded to the aircraft or fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be Factory Mutual (FM) or Underwriters Laboratories (UL) approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Hold down or hold open devices on Refueling Vehicle nozzles are prohibited. For single point fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a deadman control or mechanism at any time. During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

Refueling Vehicles (including fuel tankers) shall only use the entrance, exit, and route designated by the County during the transportation and delivery of fuel. Refueling Vehicles (including fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.

Appropriate and proper absorbent material(s) and fuel spill containment capable of damming/diking a fuel spill shall be immediately available or as required in the entity's approved SPCC Plan.

Rotorcraft Rapid Refueling – In the event Rotorcraft fueling occurs while an onboard engine is operating, an entity must comply with all Legal Requirements.

Refueling Vehicles

Refueling Vehicles shall be equipped and maintained to comply with all applicable Legal Requirements including, without limitation, those prescribed by:

- NFPA Codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- Applicable ACs including AC 00-34A Aircraft Ground Handling and Servicing and AC 150/5210-5D Painting, Marking and Lighting of vehicles Used on an Airport, as amended.

Refueling Vehicles shall be equipped with metering devices that meet all applicable Legal Requirements and shall be bottom loaded.

Only those fuel storage facilities and Refueling Vehicles which are approved by the County and the Fire Department shall be used for Fuel Handling. Refueling Vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

- When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.
- Hoses or piping connections shall be secured and capable of holding under the pump's rated pound per square inch PSI discharge.
- Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be FM or UL approved.
- All storage tanks shall be rated in accordance with Universal Fire Code (UFC) Article 24, Division II and Article 79, Division XII.

Refueling Vehicles shall not be operated in reverse unless another person is present to safely monitor and direct the movement of the Refueling Vehicle. Refueling Vehicles and fuel storage facilities shall be placarded, marked, or color coded in accordance with NFPA Publication 407 and applicable FAA ACs.

- A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling Vehicle.

Storage of Refueling Vehicles

Refueling Vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling Vehicles and any other vehicle or aircraft and a minimum of 20 feet from a storm water inlet.

Maintenance of Refueling Vehicles

Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose. Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the County upon request.

Fuel Storage Facilities

Entities shall be liable and shall defend, indemnify, save, protect, and hold harmless the County for all leaks, spills, or other damage that may result from Fuel Handling. fuel storage facilities shall be operated and maintained in accordance with practices recommended by NFPA 407 and in full compliance with Legal Requirements and shall be approved by all Agencies having jurisdiction. Fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the practices recommended by the NFPA and in full compliance with Legal Requirements. Plans for installation and operation of fuel storage facilities shall be submitted to the County and the Fire Department and approval shall be received from the County and the Fire Department prior to installation and operation.

- All vehicle and/or pedestrian gates leading into fuel storage facilities shall remain closed, locked, and secured except when actually in use.

6.2. Non-Commercial Self-Fueling (Jet and Avgas)

Introduction – Any entity engaged in Non-Commercial Self-fueling of jet and avgas shall comply with this Section and all applicable provisions of Section 6.1 of these Rules and Regulations. Non-Commercial Self-Fueling is defined as fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Permit – No Aircraft Owner or Aircraft Operator shall engage in Self-Fueling unless a valid General Aviation Self-Fueling Permit authorizing such activity has been issued by the County (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of aircraft ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the County with a copy of the lease or operating agreement.
- The County will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the County.

Reporting – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the County identifying the number of gallons of: (i) aviation fuel purchased by Self-Fueling Permittee (by fuel type), (ii) delivered to Self-Fueling Permittee's fuel storage facility (by fuel type), and (iii) dispensed to Self-Fueling Permittee's aircraft at the Airport and (b) pay the appropriate fees due to the County.

Records and meters shall be made available for review by the County or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of fuel delivered to Self-Fueling Permittee's aircraft and/or dispensed by Self-Fueling Permittee at the Airport, the greater amount shall prevail, and the Self-Fueling Permittee shall promptly pay all additional fees due the County, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

Operations – Self-Fueling shall be conducted only in those areas designated by the County as identified in the Self-Fueling Permit.

- Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.

Equipment – If the associated fuel storage facility does not accommodate self-serve Fuel Handling, Self-Fueling Permittee shall utilize a Refueling Vehicle for dispensing fuel into Self-Fueling Permittee's aircraft. Refueling Vehicle(s) shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee.

Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of fuel to be dispensed as follows:

Refueling Vehicles	
Jet Fuel	
Minimum capacity (gallons)	1,000
Maximum capacity (gallons)	2,000
Avgas	
Minimum capacity (gallons)	500
Maximum capacity (gallons)	1,000

- Self-Fueling Permittee's utilizing an FBO fuel storage facility must park the Refueling Vehicle on the FBO's Leased Premises when not in use.
- Self-Fueling Permittee's utilizing off Airport fuel storage must park the Refueling Vehicle off Airport when not in use.

Fuel Storage Facilities – Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

- through an authorized FBO at the Airport;
- off Airport; or
- through Self-Fueling Permittee's fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the County.

Self-Fueling Permittee's authorized by the County shall lease land and own or lease an above ground fuel storage facility in the designated fuel storage area as follows:

Fuel Storage Facility	
Jet Fuel or Avgas	
Number of tanks	1
Minimum total capacity (gallons)	10,000

Limitations – Self-Fueling Permittee shall not sell and/or dispense fuel to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the County. Any such selling or dispensing shall be grounds for revocation of the Permit by the County as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon a second violation shall be permanent.

Public Service Agency – Entities providing an Emergency Public Service are not required to meet the fueling equipment and storage facility requirements identified in this Section unless fuel is being delivered to aircraft by Refueling Vehicles or through a fixed fueling station.

Fuel storage facilities and delivery of fuel for aircraft operated by Public Service Agency must be approved in writing, in advance by the County.

Insurance – Except as otherwise provided for herein, Non-Commercial Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth below:

- General Liability (Combined Single Limit)
  - Each occurrence – $1,000,000
  - Unlicensed vehicles – $2,000,000
- Business Automobile Liability (Combined Single Limit)
  - Non-Movement Area – $1,000,000
  - Movement Area – $2,000,000
- Environmental Liability – $2,000,000

6.3. Non-Commercial Self-Fueling (Mogas)

Introduction – Any entity engaged in Non-Commercial Self-Fueling of Mogas (Mogas Self-Fueling) shall comply with this Section. Non-Commercial Self-Fueling is defined as Fuel Handling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Legal Requirements – Fuel Handling shall conform to all applicable Legal Requirements.

Fuel Quality Control– Fuel shall comply with the quality specifications outlined in ASTM D4814 without ethanol (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling.

Training – Persons engaging in Fuel Handling shall possess a valid and current pilot's license.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.17. of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Fuel Handling shall not occur while passengers are on board the aircraft. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

- All extinguishers shall be inspected and certified, as required by law.

The County assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the County for any fines, legal or court costs, incurred by the County for any such violation, error, omission, or negligence.

Permit – No Aircraft Owner shall engage in Mogas Self-Fueling unless a valid General Aviation Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been issued by the County (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of Aircraft Ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the County with a copy of the lease or operating agreement.
- The County will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the County.

Reporting – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the County identifying the number of gallons dispensed to Self-Fueling Permittee's aircraft at the Airport and (b) pay the appropriate fees due to the County at the County Administrative Office. Records shall be made available for review by the County or its designated representative.

Fueling Operations – Mogas Self-Fueling shall be conducted only in those areas designated by the County as identified in the Self-Fueling Permit.

- Mogas Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.
- Hand or power operated pumps shall be used when using drums or other metal containers.
- Hoses shall be approved for flammable liquids and shall be maintained in compliance with Legal Requirements.

Limitations – Self-Fueling Permittee shall not sell and/or dispense Mogas to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the County. Any such selling or dispensing shall be grounds for revocation of the Permit by the County as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon second violation shall be permanent.

6.4. Commercial Self-Serve Fueling

Introduction – Entities using the County-owned Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of Section 8.1. of these Rules and Regulations

Training – No person shall engage in Fuel Handling until that person is trained or possesses a valid and current pilot's license.

APPENDIX A – PMCD GENERAL PROVISIONS

A-1. Purpose

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

A-2. PMCD Definitions

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

A-3. Authority of Airport Sponsor and Governing Body

The authority to implement, supplement, amend, or adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the County by State of North Carolina General Statute Chapter 63. Aeronautics, Article 1. Municipal Airports, Section 3. Counties Authorized to Establish Airports, which states "The governing body of any county in this State is hereby authorized to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate airports or landing fields for the use of airplanes and other aircraft within or without the limits of such counties, and may use for such purpose or purposes any property suitable therefor that is now or may at any time hereafter be owned or controlled by such county."

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, and (c) grant the right to engage in any activity at the Airport is expressly reserved to the County.

A-4. Applicability

Provisions of the PMCDs apply within the defined boundaries of the Airport as illustrated in the Airport Layout Plan (ALP) and include all access roads on the Airport.

A-5. Mission and Vision Statements

Mission: Mid-Carolina Regional Airport is operated, maintained, and preserved for the benefit of the community and the Airport users. We provide a cost-effective environment for air transportation while contributing to and generating economic benefit by acting as a gateway to Rowan County. We support corporate and private aviation in addition to compatible business uses.

Vision: Our vision is to improve the economic impact of the Airport through collaborative partnerships with community and business organizations. The Airport will focus on safety, and improvement of services and facilities, while striving to become self-sufficient through marketing, strategic planning, smart growth and revenue generating initiatives.

A-6. Statement of Policy

It is the desire of the County to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport's long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the County reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activities on reasonable terms and without unjust discrimination.

A-7. Non-Discrimination

No person, in the use of the Airport's land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age, disability, sexual orientation in providing any products or services or in the use of any of the Airport's land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

A-8. Airport Management

The Director is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all County owned and operated land, Improvements, facilities, vehicles, and equipment associated with the Airport. The County has authorized the Director to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the County. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Director.

A-9. Effective Date

The PMCDs shall be in effect and shall remain in effect from the date of adoption by the County, unless repealed by the County.

A-10. Compliance with Legal Requirements and Agreements

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required thereunder, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the County under any existing Agreement.

A-11. Conflicting Legal Requirements and Agreements

If any provision of the PMCDs is found to be in conflict with any other County policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

A-12. Right to Self-Service

An Aircraft Owner or the Aircraft Owner's Employees may perform Self-Services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such Self-Services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

This Section does not apply to persons utilizing a Commercial self-serve fueling facility as provided in Section 6.4.

A-13. Prohibited Activities

The following activities are prohibited at the Airport:

- Through-the-Fence activities
- Co-Op fueling

A-14. Fines or Penalties

Entities shall have the responsibility to pay any fine or penalty levied against entity, the County, or the Board, individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

A-15. Severability

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

A-16. Subordination

The PMCDs are subject and subordinate to the provisions of any agreement between the County and the State of North Carolina or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The County recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the County over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

A-17. Notices, Requests for Approval, Applications, and Other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the County and any notice or communication required or permitted to be given or filed with any existing or prospective Operator or Lessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the County or existing or prospective Operator or Lessee at its principal place of business or such other address as may have been provided. Operator or Lessee shall provide notice to the County of a change of address within 14 calendar days.

A-18. Amendments

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the County. County may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comment. The County may issue emergency policies, standards, rules, regulations, or directives from time to time.

A-19. Variance or Exemption

The County may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Director and must state:

- the specific PMCD provision(s) for which the variance or exemption is being sought,
- describe the proposed variance or exemption, state the reason for the proposed variance or exemption;
- identify the anticipated impact on the Airport (and other entities including Operators, Lessees, users of the Airport, and the public); and
- identify the duration of the proposed variance or exemption.

Prior to the County approving or denying a variance or exemption, the County shall conduct a review of all relevant information. Approval or denial by the County of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

- An approval by the County of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Possible Grounds for Rejecting Application of these PMCD General Provisions.

A-20. Enforcement

The Director is empowered by the County to require compliance with and enforce the PMCDs. Fire Department is authorized to enforce all fire and Hazardous Materials related Legal Requirements (within jurisdiction). The Sheriff' Office and Law Enforcement Officers are authorized to enforce all Legal Requirements (within jurisdiction).

Representatives of the County, as designated by the Director, shall enforce these Rules and Regulations. Any person or entity who violates these Rules and Regulations may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the County.

A-21. Disputes

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Director within 14 calendar days after such decision is issued. Any claim not timely submitted to the Director is waived.

- The Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Director's request, or the claim is waived. Thereafter, the Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Director's written determination shall be final and conclusive unless within 30 calendar days from the date of the Director's written determination, the party requests, in writing, an appeal to the County stating specifically all grounds of appeal.

The County shall use its best efforts to hear any such appeal within 120 calendar days after the County receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the County in its sole discretion. The decision of the County shall be final and conclusive.

A-22. Rights and Privileges Reserved

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following rights and privileges, the County reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the County (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, Department of Homeland Security (DHS), TSA, Sheriff's Office, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The County reserves the right for the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
- The County reserves the right to designate specific Airport areas for activities in accordance with the currently approved ALP. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the County that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the County to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, or user of the Airport.
- The County reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The County will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The County shall not be obligated to reimburse or compensate any Operator, Lessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
- The County (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- During time of war or national emergency, the County shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the County and the United States Government, shall be suspended, without any liability on the part of the County.
- The County will not relinquish the right to take any action the County considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The County will not waive any sovereign, governmental, or other immunity to which the County may be entitled, nor shall any provision of any Agreement be so construed.

- The County will not submit to the laws of any state other than those of the State of North Carolina.
- The County is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator or Lessee. In addition, the County is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.
- The County reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the County including preserving the assets of the County and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the County's mission, vision, values, goals and objectives for the County and the Airport.

A-23. Possible Grounds for Rejecting Application

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The County may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the County).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the County. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The County or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- The County would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the County is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the County, any other airport sponsor, the State of North Carolina, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.

- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement at the Airport or any Agreement or sublease at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- The entity cannot obtain a bond or insurance in the type and amounts required by the County for the proposed activity.
- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the County.
- The entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the County; or any Airport Sponsor Assurances.
- The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the County.

APPENDIX B – DEFINITIONS AND ACRONYMS

B-1. Definitions

Abandoned – Property, other than aircraft or vehicles, that has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the County and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – A FAA designated grouping of aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet
Group II: 49 feet up to but not including 79 feet
Group III: 79 feet up to but not including 118 feet
Group IV: 118 feet up to but not including 171 feet
Group V: 171 feet up to but not including 214 feet
Group VI: 214 feet up to but not including 262 feet

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

Aircraft Owner – The registered legal Owner of an aircraft according to FAA records.

Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Mid-Carolina Regional Airport (RUQ).

Airport and Transit Director – That person (or designated representative thereof), appointed by the County, responsible for the administration and day-to-day operation and management of the Airport, all County owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Improvement Programs – An FAA program that provides grants to public agencies, and in some cases to private owners and entities, for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and County depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navaids, etc.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The Runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Association – An entity legally formed and recognized under the laws of the State of STATE having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Based Aircraft – An aircraft identified in a written aircraft storage Agreement with the County.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the County providing evidence of the insurance coverages and policy limits.

Co-Op fueling – The fueling of an aircraft by the Owner of the aircraft or the Owner's Employee using vehicles, Equipment, and resources owned by an approved Association.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Contiguous – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Development Standards – The parameters governing the design, construction, and/or modification of Tenant's land and/or Improvements at the Airport, as may be amended from time to time.

Drop Zone - intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

General Aviation Leasing/Rents and Fees Policy – Primary Management and Compliance Document that sets forth the parameters for leasing Airport land and Improvements (for general aviation purposes) and outlines the process for establishing and adjusting General Aviation rents and fees at the Airport, as may be amended from time to time.

General Aviation Minimum Standards (Minimum Standards) – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Hangar Keeper's Legal Liability – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazardous Materials – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Infrastructure – Runways, Taxiways, Taxilanes, Ramps, navaids, airport roadways, utilities, etc.

Jet Fuel – Fuel meeting the specifications of ASTM D1655 which is commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) aircraft.

Landside – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the Airport Layout Plan used to guide land use surrounding the Airport.

Law Enforcement Officer – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

Legal Requirements – All applicable federal, state, County, and local laws, codes, ordinances, executive orders, policies, and regulations.

Leased Premises – The land and/or Improvements used exclusively under Agreement by a Tenant.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA, which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the County) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact other aircraft.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of STATE that collectively owns and operates aircraft and restricts membership from the general public.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Object Free Area (OFA) - An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway.

Operator – An entity that has entered into an Agreement with the County to engage in Commercial Aeronautical Activities at the Airport.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving/Parachute Jumping.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has written permission from the County to conduct an Activity at the Airport according to the parameters established by a permit.

Primary Management and Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the County, as may be amended from time to time, including Rules and Regulations, General Aviation Leasing/Rents and Fees Policy, Minimum Standards, and Development Standards.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the general public. Such areas include restrooms, hallways, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA or Restricted Areas.

Ramp – Those paved areas of the Airport within the AOA designated by the County for parking, loading, unloading, fueling, or servicing of aircraft.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Repair Station – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage. or placards.

Rules and Regulations – Primary Management and Compliance Document that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling – The Non-Commercial fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's vehicles, Equipment, and resources.

Skydive/Parachute Jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of County staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Rowan County Fire Department (Fire Department) – The County department responsible for providing fire services as well as several community services to the County.

Rowan County Sheriff's Office (Sheriff's Office) – The County department responsible for providing law enforcement services as well as several other community services to the County.

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the County has given proper consent.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

Tenant – A person, Association, or entity that has entered into an agreement with the County to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the Airport's property boundary to the Airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the Airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

Vehicle Operator – Any person who is in actual physical control of a vehicle.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.

B-2. Acronyms

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
Avgas	Aviation Gasoline
CFR	Code of Federal Regulations
DEF	Diesel Exhaust Fluid
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FM	Factory Mutual
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice to Air Mission
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UFC	Universal Fire Code
UL	Underwriters Laboratories
USPA	United States Parachute Association

Rowan County
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147
704.216.7749

General Aviation Minimum Standards

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

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1. INTRODUCTION

1.1. Purpose

The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage and promote: (a) the consistent provision of high quality Commercial General Aviation Aeronautical Activities (Activities) at the Mid-Carolina Regional Airport (Airport); (b) the orderly development of General Aviation land and high quality General Aviation Improvements at the Airport; (c) the safety, security, and efficiency at the Airport, and (d) the economic health of General Aviation Operators at the Airport.

These Minimum Standards specify the standards and requirements which must be complied with by any entity desiring to engage in Activities at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be made by the County.

1.2. PMCD General Provisions

These Minimum Standards incorporate, by reference, the Primary Management and Compliance Documents (PMCDs) General Provisions set forth in Appendix A of the Rules and Regulations.

1.3. PMCD Definitions

These Minimum Standards incorporate, by reference the defined words and acronyms identified in Appendix B – Definitions and Acronyms of the Rules and Regulations and are capitalized whenever used in these Minimum Standards. Words or acronyms that are not defined or identified shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

1.4. Exclusive Rights

Granting rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement in accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the County as a condition to receiving federal and/or state funds.

The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the County not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the County should neither expect nor request that other entities be excluded who also desire to engage in the same or similar Activities and are willing to meet these Minimum Standards.

The opportunity to engage in Activities shall be made available to those entities willing and able to comply with these Minimum Standards and as land and Improvements may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the County and the public, as determined by the County in its sole discretion.

The County has elected to exercise its proprietary Exclusive Right, consistent with and as allowed by the Assurances, to provide certain Activities directly with the County's Employees, vehicles, Equipment, and resources. These Activities currently include the provision of Fixed Base Operator (FBO) services (Commercial aviation fuels, passenger and crew services, and aircraft storage including leasing and subleasing of hangars).

1.5. Pioneering Period

When specific Activities (e.g., product, service, or facility) are not currently being provided at the Airport, the County may enter into an Agreement under terms and conditions that may be less than those outlined in the Minimum Standards for a limited period of time (known as the pioneering period).

1.6. Applicability

Unless provided for herein or within an Agreement, no entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the County consistent with Appendix A-19 of the Rules and Regulations.

New Operators and Agreements – These Minimum Standards shall apply to any new Operator desirous of engaging in Activities at the Airport and new Agreements (with new or existing Operator's) relating to the leasing and/or occupancy of land or Improvements for the purposes of engaging in Activities.

- Any entity currently engaging in Activities without an Agreement shall have six months from the date of adoption, to comply with these Minimum Standards.

Existing Operators and Agreements – These Minimum Standards shall not apply to any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement.

- If an existing Operator desires, under the terms of an existing Agreement, to engage in additional Activities, the existing Operator shall comply with these Minimum Standards.
- These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the County from entering into or enforcing an Agreement or amendment thereto that requires an Operator to exceed these Minimum Standards.

1.7. Amendments

If these Minimum Standards are amended after an Operator enters into an Agreement, Operator shall not be required to comply with the amended Minimum Standards, except as provided for in Operator's Agreement or until:

- such time as Operator's existing Agreement is amended,
- the County approves an assignment of Operator's Agreement to another entity, or
- Operator enters into a new Agreement with the County.

2. GENERAL REQUIREMENTS

2.1. Introduction

Operator engaging in Activities at the Airport shall comply with or exceed the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

2.2. Experience/Capability

Operator shall, in the judgment of the County, demonstrate before and throughout the term of the Agreement the following:

- the capability of consistently providing the required Commercial General Aviation products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports, and
- the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the County; developing and maintaining the required land and Improvements; procuring and maintaining the required vehicles, Equipment, and/or aircraft; employing required Employees; and engaging in the Activities.

2.3. Agreement

Entity shall not engage in Activities at the Airport without an Agreement authorizing such Activities. Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

2.4. Payment of Rents, Fees, and Charges

Operator shall pay the rents, fees, or other charges on time, as specified by the County for engaging in Activities. The County may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the County by any legal means available to the County under any Agreement and as provided by Legal Requirements.

2.5. Leased Premises

Operator shall lease Contiguous land and/or lease, construct, or have immediate access to Improvements for the Activities as required in these Minimum Standards.

Approval – Construction of any Improvements must be approved in advance by the County, in accordance with the County's requirements, and any Agency having jurisdiction.

Contiguous Land – Improvements including Ramp, paved Tiedowns, and facilities (but excluding vehicle parking and fuel storage facilities) shall be located on Contiguous land.

Lessees shall have adequate Leased Premises to accommodate all Activities of Lessee, as required in these Minimum Standards.

Ramp/Paved Tiedowns – Ramp associated with hangars shall be no less than 125% of the square footage of the largest hangar of the Contiguous development and able to accommodate the movement of aircraft into and out of the hangar and the staging and parking of aircraft. Ramp (including paved Tiedowns) must be:

- contiguous and separated by no more than a Taxilane which allows entity to taxi or tow aircraft without traversing a Taxiway or public roadway;
- of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently and/or anticipated to utilize the Operator's Leased Premises;

- able to accommodate the Operator's aircraft fleet; and
- located so as to provide unimpeded movement of aircraft in and out of other facilities and/or operating to and from Taxilanes or Taxiways.

If Operator utilizes a hangar for storing Operator's aircraft fleet and Operator does not handle or store customer aircraft, Tiedowns are not required.

Hangars – Hangars identified throughout these Minimum Standards shall meet the following minimum door height and door width (in feet) requirements (for the type of aircraft being serviced), unless otherwise stipulated in these Minimum Standards.

	Door Height	Door Width
Single-engine piston	12	45
Multi-engine piston	14	60
Turboprop	16	60
Turbojet	24	100

Self-Service Maintenance – The following minimum standards are for Operators engaged in Self-Service maintenance on aircraft owned, leased, and/or operated by (under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply Section 3 *Aircraft Maintenance Operator (SASO)* of these Minimum Standards.

Leased Premises (square feet)	Standard	Notes
Maintenance area	360	Shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
Hangar	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft maintained by the Operator, whichever is greater.

2.6. Airport Sponsor Assurances

To ensure County compliance with the Assurances, Operator shall (1) provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and (2) charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user. In the event of an informal complaint (under 14 CFR Part 13) or formal complaint (under 14 CFR Part 16) and upon request by the County, Operator shall submit a schedule of product, service, and facility pricing within 14 calendar days. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

2.7. Licenses, Permits, Certifications, and Ratings

Prior to engaging in Activities at the Airport, Operator and Operator's employees shall obtain and comply with, at Operator's or employee's sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of Operator's Activities as required by the County or any other duly authorized Agency having jurisdiction prior to engaging in Activities at the Airport.

- Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, copies of all licenses, permits, certifications, or ratings that are required to be posted.
- Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the County within 14 calendar days.

Entities engaged in Activities defined herein shall obtain a Commercial Operator Permit (Permit) as outlined in Section 13 of these Minimum Standards prior to engaging in Activities.

Entities not based at the Airport and conducting occasional Activities at the Airport including, but not limited to, aircraft charter, flight training, and aerial photography, are not required to obtain a Permit unless further required by these Minimum Standards.

2.8. Employees

Operator shall employ and designate a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities, Employees, and Leased Premises.

- The designated person shall have experience managing similar Activities.
- Operator shall give due consideration to notification from the County of dissatisfaction with the designated person's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction.

During Operator's hours of Activities, a qualified, experienced, and professional on-site supervisor(s) shall be Readily Available and authorized to represent and act on Operator's behalf with respect to Operator's Activities. It shall be the responsibility of Operator to maintain close supervision over Operator's employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

Operator shall have in its employ, on duty, and be immediately available during hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Activities. Operator shall control the conduct, demeanor, and appearance of Operator's employees.

2.9. Aircraft, Equipment, and Vehicles

Aircraft, Equipment, and vehicles required in these Minimum Standards must be fully operational, in compliance with applicable Legal Requirements, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. Aircraft, Equipment, and vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance so long as:

- appropriate measures are being taken to return the aircraft, Equipment, or vehicle to service as soon as possible and
- fully operational back-up aircraft, Equipment, or vehicle is available within a reasonable period of time to provide the required product or service.

2.10. Hours

Operator's hours that products, services, and facilities are available and contact information for after-hours services shall be clearly posted in public view using appropriate and professional signage. Unless otherwise stated in these Minimum Standards, Operator's Activities shall be continuously offered and available to meet reasonable demand of customers for a minimum of eight hours per day between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday excluding holidays or as otherwise specified in an Agreement.

Unless otherwise stated in these Minimum Standards, Operator's Activities shall be available all other times (after-hours), on-call, with response time not to exceed one hour.

2.11. Security

Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the County including the name of the primary and secondary contacts. One of the contacts shall be available (by telephone) on a 24-hour basis.

Operator shall develop and maintain a Security Plan for Operator's Leased Premises and Activities.

- Security Plan shall be submitted to the County for review no later than 30 calendar days before Operator is scheduled to commence Activities and it shall be resubmitted any time changes are made.

Operator must comply with applicable reporting requirements as established by the County, FAA, TSA, and any other Agencies.

2.12. Insurance

Operator shall procure, maintain, and pay all premiums throughout the term of Agreement for the insurance minimum coverages and limits required by Legal Requirements and set forth below:

- The insurance company(ies) underwriting the required policies shall be authorized to write such insurance in the State of North Carolina (with a Best rating of A or above) or be approved in writing by the County.
- When coverages or limits set forth in this section are not commercially available, appropriate replacement coverages or limits must be approved in writing by the County at least 30 calendar days before Operator is scheduled to commence Activities.
- The County reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Operator's Activities.

Mid-Carolina Regional Airport	Aircraft Maintenance Operator	Independent Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Independent Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Other Commercial Aeronautical Activities	Temporary Specialized Aviation Service Operator
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)								
Each Occurrence	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Unlicensed Vehicles	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
BUSINESS AUTOMOBILE LIABILITY (Combined Single Limit, Each Occurrence) *								
Non-Movement Area	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Movement Area	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
HANGAR KEEPER'S LEGAL LIABILITY (Largest Aircraft Accommodated) **								
Each Aircraft	$1,000,000		$1,000,000	$1,000,000		$1,000,000	$1,000,000	$1,000,000
Each Occurrence	$1,000,000		$1,000,000	$1,000,000		$1,000,000	$1,000,000	$1,000,000
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)								
SE Piston				$1,000,000/$100,000 sub limit per person			As required	As required
ME Piston				$1,000,000/$100,000 sub limit per person			As required	As required
Turboprop				$5,000,000/$250,000 sub limit per person			As required	As required
Turbojet/Group I				$5,000,000/$250,000 sub limit per person			As required	As required
Turbojet/Group II				$10,000,000	$10,000,000	$10,000,000	As required	As required
Turbojet/Group III ***				$10,000,000	$10,000,000	$10,000,000	As required	As required
Student and Renters				$100,000	$100,000			
ENVIRONMENTAL LIABILITY (Combined Single Limit)								
	$1,000,000	$1,000,000						
WORKER'S COMPENSATION								
	Limits Based Upon Statutory Requirements							

* If entity operates any vehicle(s)

** Required for Operators possessing the care, custody, and control of non-owned Aircraft

*** Includes Aircraft Design Group IV, Group V, and Group VI

- Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the County.

All insurance policies, which Operator is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.

- "County and/or the Board of Commissioners (Board), individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the County."
- "Such insurance, as to the interest of the County only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to County and/or the Board, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- "Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to County."

Companies issuing required insurance policies shall have no recourse against the County for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator. Certificates of insurance for the insurance coverages required by Legal Requirements and set forth in these Minimum Standards shall be delivered to the County upon execution of any Agreement, or when approval is given by the County to conduct Activities. Thereafter, Operator shall provide certificates of insurance to the County every 12 months. In addition, Operator shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

2.13. Indemnification and Hold Harmless

Operator shall defend, indemnify, save, protect, and hold harmless the County and the Board of Commissioners (Board), individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the County and the Board) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the County and the Board and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from County and the Board's negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Operator's Leased Premises, whether or not due to Operator's own act or omission; (c) any condition created in or about the Operator's Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Operator's obligations under any Agreement.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of North Carolina's principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Operator or Operator's employees, vendors, suppliers, contractors, or any other entity associated with Operator or in the event any of these entities violates any environmental law, the Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the County and the Board, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to the County and the Board's, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of North Carolina's governmental immunity act or similar statutory provision.

2.14. Enforcement

In the event an entity fails to comply with these Minimum Standards, the County shall send a written statement of violation to such entity at its last known address. The entity shall have 14 calendar days within which to (a) provide a written statement to the County explaining why the violation occurred and to advise the County that the violation has been corrected or (b) when and how the violation will be corrected. The County, in its sole discretion, has the right to suspend the entity's Activities and/or revoke the entity's privileges at the Airport, as the County deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the County. The entity shall pay for any costs incurred by the County, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

2.15. Taxes

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Operator's Activities conducted at the Airport.

2.16. Multiple Activities

When Operator engages in more than one Activity at the Airport, the minimum standards and requirements (including the insurance coverages and limits) for the combined Activities shall be established by the County. The minimum standards and requirements for the combined Activities shall not be:

- less than the highest standard or requirement for each element (e.g., land, facilities, employees, vehicles, Equipment, aircraft, etc.) within the combined Activities, or
- greater than the cumulative standards or requirements for all of the combined Activities.

3. AIRCRAFT MAINTENANCE OPERATOR (SASO)

3.1. Introduction

An **Aircraft Maintenance Operator** is engaged in providing Aircraft Maintenance for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

3.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Piston	Turbine
Customer, Administrative, and Maintenance area	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
Square feet	1,200	2,000
Customer area	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
Square feet	500	
Hangar	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
Square feet	3,600	6,400

3.3. Employees

If Operator is not certificated as a Repair Station (as defined by 14 CFR Part 145), Operator shall, at a minimum, employ the following number of Employees who shall be available during the required hours of activity as follows:

Employees	Standard	Notes
A & P Mechanics	1	An A & P Mechanic may fulfill the responsibilities of the customer service representatives unless the A & P Mechanic is performing duties off the Leased Premises.
Customer Service Representatives	1	

If Operator is not certificated as a Repair Station and is providing annual or phase inspections, one A & P Mechanic shall have Inspection Authorization.

3.4. Equipment

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications.

3.5. Defueling

Operator may only defuel customer's aircraft, if necessary, for Aircraft Maintenance purposes. Employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321. Additionally, Operator may refuel the defueled aircraft following provision of required Aircraft Maintenance. Defueling and refueling shall not be construed to permit Operator to engage in the sale or dispensing of fuels as this Activity is specifically reserved for to the County.

Operator conducting defueling and refueling of aircraft shall have adequate and proper fuel storage, provide the County with an SPCC Plan for defueling, refueling, and fuel storage, and conform with the following:

Fueling Reports

On or before the 10th calendar day of the subsequent month, Operator shall: (a) provide a summary report to the County identifying the number of gallons of aviation fuel by fuel type dispensed at the Airport to customer aircraft and (b) pay the associated fees due to the County.

Upon request, records and meters shall be made available for review by the County or its designated representative. In the case of a discrepancy, the greater amount shall prevail, and the Operator shall promptly pay all additional fees due and owing the County, plus interest on the unpaid balance from the date originally due.

Standard Operating Procedures

Operator shall develop and maintain standard operating procedures (SOP) that shall include, at a minimum, a training plan, fuel quality assurance procedures and associated record keeping, emergency response procedures to fuel spills and fires, and aircraft ground handling procedures in compliance with the Airport Rules and Regulations.

Operator's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling Vehicles, fueling Equipment, and fuel storage facilities.

Operator's SOP shall be submitted to the County no later than 30 calendar days before the Activities are scheduled to commence and shall be resubmitted any time changes are made.

Fuel storage facilities and Refueling Vehicles shall be equipped and maintained to Operator’s SOP and shall comply with applicable Legal Requirements and industry best practices including, without limitation, those prescribed by:

- National Fire Protection Association (NFPA) Codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 “Handling/Storing of Hazardous Substances and Materials”; and
- applicable Advisory Circulars (ACs) including AC 00-34 series *Aircraft Ground Handling and Servicing*, AC 150/5210 series *Painting, Marking and Lighting of Vehicles Used on an Airport*, and AC 150/5230 series *Aircraft Fuel Storage, Handling, and Dispensing on Airports*.

4. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

4.1. Introduction

An **Avionics or Instrument Maintenance Operator** is engaged in the maintenance or alteration of one or more of the items described in 14 CFR Part 43 – Appendix A (i.e., aircraft radios, electrical systems, or instruments) for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

4.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum Leased Premises requirements, which are not cumulative, are as follows.

Leased premises (square feet)	Standard	Notes
Customer, Administrative, and Maintenance area	1,000	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, storage for aircraft parts and related components, and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area
Lessee	500	Shall include space for lounge and restrooms

For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

Leased Premises (square feet)	SE Piston ME Piston	Turboprop Turbojet
Customer, Administrative, and Maintenance area	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
Square feet	1,000	1,750
Customer area	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
Square feet	250	250
Hangar	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
Square feet	3,600	6,400

4.3. Licenses and Certifications

Operator shall be properly certificated by the FAA as a Repair Station. Employees shall be property certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

4.4. Employees

Operator shall employ the number of Employees as required by the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).

4.5. Equipment

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications and the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).

5. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

5.1. Introduction

An **Aircraft Rental Operator** is engaged in the rental of aircraft to the public and a **Flight Training Operator** is engaged in providing flight instruction to the public. These Minimum Standards apply to Operator's that lease land or Improvements on the Airport.

A person holding a current FAA Flight Instructor certificate who provides occasional flight training to an Aircraft Owner in the Aircraft Owner's aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

5.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Customer area	250	Shall include adequate space for customer lounge, class/training rooms, and restrooms.

5.3. Licenses and Certifications

Employees performing aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided.

Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

5.4. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Customer Service Representatives (CSR)	1	A Flight Instructor may fulfill the responsibilities of the CSR unless the Flight Instructor is performing duties off the Leased Premises.
Flight Training Operators only		
Flight Instructors	1	
Certificated ground school instructors	1	Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. May be fulfilled by a properly certified Flight Instructor.

5.5. Equipment

Operator shall have the following number of aircraft available for rental or flight training, as applicable. All aircraft shall be owned, leased, and/or operated by (under the full and exclusive control of) Operator.

Equipment	Standard	Notes
Fixed wing: single-engine	2	One aircraft must be IFR capable and four-place except for Operators solely focused on sport aircraft.

Flight Training Operators shall provide training aids necessary to provide ground school instruction.

5.6. Hours

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following hours:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 6	Holiday hours not required, After-hours by prior arrangement.

5.7. Insurance Disclosure Requirement

Operator conducting aircraft rental or flight training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the County.

6. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

6.1. Introduction

An **Aircraft Charter Operator** is engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125).

An **Aircraft Management Operator** is engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

6.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Customer and Administrative area	Administrative area shall include dedicated space for employee offices, work areas, and storage.	
Square feet	500	Shall include adequate space for customer lounge and restrooms

6.3. Licenses and Certifications

Aircraft Charter Operators shall have and provide copies to the County of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the County within three calendar days.

6.4. Employees

If certificated to engage in on-demand common carriage for persons or Property, Aircraft Charter Operator shall employ the number of Employees as required by 14 CFR Part 135. If certificated to engage in private carriage (as defined in 14 CFR Part 125), Aircraft Charter Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Chief Pilot	Yes	A commercial pilot may serve as the chief pilot.
Commercial Pilot(s)	1	
Customer Service Representative (CSR)	1	The chief pilot or a commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

Aircraft Management Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Commercial Pilot(s)	1	If providing pilot services
Customer Service Representative(s)	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

6.5. Equipment

Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy aircraft which shall be equipped for and fully capable of flight under instrument conditions.

6.6. Hours

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 5	Holiday hours not required.

For Aircraft Charter Operator, after-hours, on-call response time is as follows. Each response time is predicated upon the previous step, initialized upon customer inquiry.

After-hours, On-Call Response Time	Standard	Notes
Response to customer inquiries	1 hour	
Provision of trip quote	1 hour	
Flight initiation	2 hours	Notwithstanding circumstances beyond Operator's control (e.g., aircraft availability, weather, etc.), Operator shall be able to initiate the flight within the time period identified.

7. AIRCRAFT SALES OPERATOR (SASO)

7.1. Introduction

An **Aircraft Sales Operator** is engaged in the sale of more than three new and/or used aircraft during a 12-month period. This excludes individuals selling personally owned aircraft, unless the individual purchases aircraft for the primary purpose of resale.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

7.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Customer area	250	Shall include space for customer lounge and restrooms

7.3. Dealership

Operator, who is an authorized factory sales franchise, dealer, or distributor shall have available or shall make available with reasonable advance notice at least one current model demonstrator of aircraft in each of its currently authorized product lines.

7.4. Licenses and Certifications

Employees shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all aircraft offered for sale.

7.5. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Commercial Pilot(s)	1	
Customer Service Representatives (CSR)	1	A commercial pilot may fulfill the responsibilities of the CSR unless the commercial pilot is performing duties off-Airport.

8. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

8.1. Introduction

Independent Aircraft Maintenance Operator – Operator engaged in providing limited Aircraft Maintenance for airframe and powerplant on the Airport for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator, but does not lease land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

8.2. Limitations

- As determined by the County in its sole discretion, if an Aircraft Maintenance Operator is fully meeting the demand for Aircraft Maintenance, Independent Maintenance Operators may be prohibited at the Airport.
- An Independent Maintenance Operator shall only provide Aircraft Maintenance to Based Aircraft and shall not solicit Transient Aircraft for any reason. However, at the request of the County or Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient Aircraft.

8.3. Location

Independent Maintenance Operator shall only provide maintenance from an Aircraft Maintenance Operator facility or in locations designated and approved in writing by the County. These locations (including any Improvements) must meet applicable Legal Requirements for the type of Aircraft Maintenance being provided.

8.4. Licenses and Certifications

Independent Maintenance Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed. Independent Maintenance Operator shall have a Commercial Operator Permit, as required in Section 13.

9. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)

9.1. Introduction

An **Independent Flight Training Operator** is an individual providing flight training to the general public originating from the Airport but does not lease land or Improvements at the Airport.

A person holding a current FAA Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

9.2. Limitations

- As determined by the County in its sole discretion, if a Flight Training Operator is fully meeting the demand for flight training, Independent Flight Training Operators may be prohibited at the Airport.

9.3. Location

Independent Flight Training Operator shall only provide ground school instruction from an Aircraft Rental or Flight Training Operator's facility or in locations designated and approved in writing by the County.

9.4. Licenses and Certifications

Independent Flight Training Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided. Independent Flight Training Operator shall have a Commercial Operator Permit, as required in Section 13.

Independent Flight Training Operator shall have available a properly certified ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

Independent Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

9.5. Insurance Disclosure Requirement

Operator conducting flight training shall provide notice to students (and incorporate within instruction agreements) that: (a) identifies the insurance coverages provided to the student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the student that additional insurance coverage is available (i.e., that the student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the County.

10. COMMERCIAL SKYDIVING OPERATOR (SASO)

10.1. Introduction

A **Commercial Skydiving Operator** is engaged in providing Skydive/Parachute Jumping training and services to the general public from their facility which may include leased land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

Operator shall provide the County with three-weeks advance notice of its intention to start or discontinue Skydive/Parachute Jumping operations. However, if said start-up or discontinuation is not permitted or authorized under the Agreement, Operator is required to obtain an amendment to the Agreement prior to the initiation or discontinuance of said use.

10.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Customer area	500	Shall include adequate space for customer lounge and restrooms
Customer service area	250	Shall include adequate and dedicated space for customer service work areas and storage.

10.3. Licenses and Certifications

Employees performing Skydiving training shall be properly certificated by United States Parachute Association and hold the appropriate ratings and medical certifications for Skydiving/Parachute Jumping training being provided.

Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction.

Operator shall ensure all Participants have all necessary licenses and certificates and have met all FAA and USPA requirements.

10.4. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Skydiving Instructor(s)	2	
Certificated ground school instructor(s)	1	Capable of providing ground school instruction sufficient to meet student demand
Customer Service Representatives (CSR)	1	An instructor may fulfill the responsibilities of the customer service representative unless the Skydiving instructor is performing duties off the Leased Premises.

10.5. Equipment

The Operator must own, lease, or otherwise have sufficient access to equipment, including aircraft, to conduct Commercial Skydiving/Parachute Jumping without causing any significant flight delays or other operational impacts at the Airport. Operator shall have the following number of aircraft available for Commercial Skydiving, as applicable. All aircraft shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

Equipment	Standard	Notes
Operator aircraft		
Fixed wing: single-engine	1	Aircraft must be at least four place.

10.6. Hours

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 5	Holiday hours not required, After-hours by prior arrangement.

10.7. Drop Zone Requirements

Operator shall adhere to the following provisions related to the use of the Drop Zone at the Airport:

- Skydive/Parachute Jumping landings shall only occur at a County approved and designated Drop Zone.
- Each Operator must enter into a separate Agreement with the County for the area on the Airport to be used as a Drop Zone.
- The Drop Zone shall be used exclusively for such purpose.
- Pursuant to the USPA's Basic Safety Requirements, Drop Zones must be unobstructed and conform with DOT/FAA/AR-11/30 Development of Criteria for Parachute Landing Areas on Airports.
- The Operator must install sufficient signage, and ground markings around the Drop Zone to prevent runway incursions or incursions into any Object Free Area (OFA), Obstacle Free Zone (OFZ), or Runway Safety Area (RSA).
- The Drop Zone shall be maintained to facilitate safe landings by Participants.
- The Drop Zone must be sufficiently lighted to facilitate safe landing by Participants in all weather and at all times of day when it is safe to conduct Commercial Skydiving/Parachute Jumping.

11. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

11.1. Introduction

This Section pertains to SASOs engaged in one or more of the following Activities.

Limited Aircraft Services and Support is defined as limited aircraft, engine, or accessory services and support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.).

Experimental Aircraft Services and Support is defined as construction assistance to owners of experimental and/or amateur-built Aircraft (as defined in 14 CFR Section 21.191).

Miscellaneous Commercial Services and Support is defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.

Other Air Transportation Services for Hire is defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

11.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator as approved to by the County.

11.3. Employees

Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities as approved by the County.

11.4. Equipment

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, Equipment, and, if appropriate, one certified and continuously airworthy aircraft as approved to by the County.

Operator shall have sufficient materials and/or supplies available to support the Activities.

11.5. Hours

Operator shall be open, and services shall be available, during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports as approved to by the County. Operator shall be available to meet the reasonable demands of customers for the Activities.

12. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

12.1. Introduction

The County recognizes that Aircraft Owners or Aircraft Operators may, from time to time, have specialized aviation service requirements (i.e., Aircraft Maintenance, flight training, etc.). When specialized aviation service is required but is not available at the Airport through existing Operators due to the specialized nature of the aviation service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the County may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

- Aircraft Owner or Aircraft Operator shall initialize the process by informing the County of the specialized aviation service requirement, the timeframe for the provision of services, and the Temporary Specialized Aviation Service Operator to provide such services.
- Aircraft Owner or Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all Legal Requirements while on the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

12.2. Scope of Activity

Operator shall conduct Activities on the Leased Premises of the Aircraft Owner or Aircraft Operator or in a location approved by the County in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

12.3. Limitations

As determined by the County in its sole discretion, if an Operator located at the Airport is fully capable of providing requested specialized aviation service(s), a Temporary Specialized Aviation Service Operator may be prohibited from providing such services at the Airport.

12.4. Commercial Operator Permit

Prior to engaging in Activities at the Airport, Operator must obtain a Commercial Operator Permit from the County for a specific period of time (typically no more than 30 calendar days). Renewal shall be subject to the Operator's compliance with all terms and conditions of the approved Commercial Operator Permit.

Operator shall comply with all requirements for the permitted Activities and limit the service provided to the entity, area, and time period identified in the approved Commercial Operator Permit.

Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the County prior to Operator engaging in Activities on the Airport.

13. COMMERCIAL OPERATOR PERMIT

13.1. Introduction

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the Commercial Operator and Lessee Application (Application), submit the Application to the County, and obtain a Commercial Operator Permit (Permit) from the County prior to engaging in the desired Activities.

13.2. Application

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the Commercial Operator and Lessee Application (Application) and submit the Application to the County and obtain a Commercial Operator Permit (Permit) from the County prior to engaging in the desired Activities.

Applicant shall submit all the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the County to properly and fully evaluate the Application and facilitate an analysis of the prospective operation.

No Application will be deemed complete that does not provide the County with the information, data, and/or documentation necessary to enable the County to make a meaningful assessment of Applicant's desired Activities and determine whether the Applicant's desired Activities will comply with all applicable Legal Requirements and be compatible with the Airport Layout Plan.

Following review and approval by the County and subject to the Applicant complying with all requirements, a Permit will be issued by the County.

13.3. Approved Permit

The Permit will be valid for the period indicated in the Permit if Operator meets the following requirements:

- The information submitted by Operator is and remains current. Operator shall notify the County in writing within 21 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the Permit.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activities identified in the Permit.

The Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the Permit, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the County the option to terminate the Permit and/or the Agreement.

13.4. Existing Operator with an Existing Agreement

No Change in Scope of Activities – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Legal Requirements.

Change in Scope of Activities – Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the County prior to conducting new Activity(ies) not permitted under an existing Agreement or Permit.

Rowan County
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147
704.216.7749

Stakeholder Comment Compilation and Response

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

Rowan County (County) believes updating and implementing new General Aviation Minimum Standards (Minimum Standards) and Rules and Regulations are: (1) consistent with Federal Aviation Administration (FAA) policies and directives, (2) consistent with best management practices, and (3) necessary to ensure the successful planning, development, operation, and management of activities at Mid Carolina Regional Airport (Airport).

By way of background, when an airport sponsor (in this case, the County) obtains a grant for airport improvements under the FAA Airport Improvement Program, the airport sponsor is required to give certain assurances to the FAA known as the Airport Sponsor Assurances. Airport Sponsor Assurance #22, Economic Nondiscrimination, states "*The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.*"

Order 5190.6B Airport Compliance Manual states that "*Grant Assurance [Airport Sponsor Assurance] 19, Operations and Maintenance, requires the sponsor to protect the public using the airport by adopting and enforcing rules, regulations, and ordinances as necessary to ensure safe and efficient flight operations.*" Order 5190.6B further states that "*One of the most important functions of local regulations is to control the use of the airport in a manner that will eliminate hazards to aircraft and people and structures on the ground.*"

In the Airport Sponsor Assurances, the FAA identifies a number of Advisory Circulars (AC) that, when attached to or incorporated by reference into the grant agreement, become mandatory contractual obligations of the airport sponsor. In AC 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, the FAA highly recommends the "*use and implementation*" of minimum standards "*as a means to minimize the potential for violations of federal obligations at federally obligated airports.*" The AC states that "*The FAA objective in recommending the development of minimum standards serves to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations.*" The AC also suggests that "*airport sponsor establish reasonable minimum standards that are relevant to the proposed aeronautical activity with the goal of protecting the level and quality of services offered to the public.*"

It is significant to note the AC also states "*The airport sponsor's purpose in imposing standards is to ensure a safe, efficient and adequate level of operations and services is offered to the public" and the standards should be "relevant to the proposed aeronautical activity with the goal of protecting the level and quality of services offered to the public.*" The FAA specifically indicates, in multiple instances throughout the AC that an airport sponsor should develop minimum standards to address the level and quality of general aviation aeronautical services provided at an airport.

Several documents provide the foundation for the development and implementation of Minimum Standards including: the Airport Sponsor Assurances, AC 150-5190-6 Exclusive Rights at Federally-Obligated Airports, AC 150/5190-7 Minimum Standards for Commercial Aeronautical Activities, and Order 5190.6B Airport Compliance Manual. All interested parties are encouraged to thoroughly review and carefully consider each of these documents and to view these Minimum Standards in totality.

Within this context, it is the desire of the County to: (1) ensure the products, services, and facilities desired by aviation consumers are consistently provided at the Airport in a safe, secure, efficient, prompt, and professional manner, (2) ensure the safe, orderly, and efficient operation and use of the Airport, (3) protect the public health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Permittees, and users of the Airport, and (4) create a level playing field (for Operators) and promote fair competition (between Operators).

As such, the County and AMCG have prepared draft Minimum Standards and Rules and Regulations that are: (1) relevant to the current (and/or anticipated) general aviation activities at the Airport, (2) reasonable and appropriate for the Airport and the market, (3) necessary to meet the type and level of demand that exists (and/or is anticipated) at the Airport and in the market, and (4) protects the public health, safety, interest, and general welfare of all users of the Airport.

During the document development process, AMCG gathered and considered relevant information from: (1) current operators at the Airport and (2) airports considered comparable to the subject airport. In addition, AMCG and the County viewed Minimum Standards from a consumer perspective.

The draft Minimum Standards and Rules and Regulations were made available for public review and comment from November 28, 2022 – December 28, 2022. The following is a compilation of comments received regarding the draft Minimum Standards and Rules and Regulations (both dated November 28, 2022) with the County's response to each comment received as of January 31, 2023.

In some cases, the comments received have been paraphrased and/or summarized based on verbal discussions with stakeholders. Each of the comments submitted has been addressed in this document and/or in the revised draft Minimum Standards or Rules and Regulations. Each comment is represented by a "C" and the response to the comment is represented by an "R". The numbering is utilized only as a method to identify and organize comments.

Also, if a comment requested to delete specific language from the draft documents, that language has been identified using ~~strikethrough~~ and when a respondent has requested to add language, that language has been identified using red highlight. Any language identified in *italics* is taken verbatim from the draft documents.

The County wishes to thank each individual that took the time to review the draft documents and for providing comments on this important document.

General Comments

C1	I do not see anything regarding selling of Leased Premises (hangars). I understand the County sold the hangars originally to fund the Airport project and the hangars are personally or commercially owned and the land is leased from the County, but I think it would benefit the County if they were given first right to buy back the property (hangar). OR at the very least a public notice for a limited amount of time (determined by the County) has to be posted to prevent a monopoly ownership who could feel they have majority interest in the Airport and therefore at some point, hinder the effectiveness of the Airport Director and/or Airport staff or even the County.
R1	Limiting the number of hangars certain entities can lease or occupy with an arbitrary number is not applicable to the Rules and Regulations or Minimum Standards and may be in violation with the FAA Airport Sponsor Assurances (notably Assurance #22 Economic Nondiscrimination). First right-of-refusal protocols and public notice requirements are dictated by the existing lease terms and conditions of a specific lease agreement. It is important to note Section 1.4 of the Minimum Standards and Section 1.6 of the Rules and Regulations identifies the County's proprietary exclusive right to subleasing of County-owned hangars. Equitable access to lease and occupy County-owned hangars for interested parties is conducted through waitlist protocols. The waitlist protocols should address the order in which individuals are eligible for an available hangar as well as ownership transfers and hangar trades. As such, a change was not deemed necessary.
C2	I took a review pass per the first email. Made a few comments. Of course, for an effort such as this, ideally the consultant will find it worth the resources for a professional review. I know that's who they are and what they do, but this intersects various spaces and one can often be unknowingly narrowly focused. I think my comments mostly stem from that reality.
R2	The draft Minimum Standards and Rules and Regulations have been reviewed by multiple individuals representing various perspectives. This review process included Airport management, County representatives, Airport Advisory Body members, and stakeholders.

Rules and Regulations

C3	Section 1.6 Proprietary Exclusive Rights: Other FBOs provide lubricants, aircraft ground handling services, aircraft tiedown, and aircraft storage.
R3	Section 1.6 has been revised as follows: "*The County is exercising its proprietary exclusive right for the provision of Fixed Base Operator (FBO) services (Commercial aviation fuels ~~and lubricants, aircraft ground handling services~~, passenger and crew services, ~~aircraft tiedown,~~ and aircraft storage including leasing and subleasing of hangars).*"
C4	What is the penalty for someone who does not meet or breaks rules? Does that need to be defined somewhere. Progressive discipline? Under what authority. Will there be written warnings or can Director throw someone off airport?
R4	Section 1.5 Authority of Director and Section 1.7 Enforcement delegates authority to enforce all Legal Requirements (including the Rules and Regulations) to the Director in conjunction with the County Fire Department and County Sheriff's Office (including Law Enforcement Officers).

C5	Section 2.3 Commercial Activities: The County cannot prohibit an individual from letting a friend train in the aircraft owner's aircraft.
R5	Section 2.3 has been revised as follows: "*Based Aircraft shall not be used for Commercial Aeronautical Activities unless expressly authorized by an Agreement with the County and consistent with the Minimum Standards. Utilization of the Based Aircraft ~~may be used~~ for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's immediate family shall not be considered a Commercial Aeronautical Activity.*"
C6	Section 2.5 First Amendment Activities: Do I need the Director's permission to have a bumper sticker on a privately-owned vehicle?
R6	Section 2.5 has been revised as follows: "*Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited on County-owned property without prior written permission of the Director.*"
C7	Section 2.10 Animals: Rats, mice, snakes have all been killed in hangars and will in the future.
R7	Section 2.10 has been revised as follows: "*No person, except those authorized by the ~~County~~State of North Carolina under a Wildlife Take Permit for Airports, shall intentionally hunt, pursue, trap, catch, injure, or kill any ~~animal~~small mammal, turkey, or deer at the Airport.*"
C8	Section 3.3 Non-Airworthy Aircraft: Who and how is progress monitored?
R8	Section 3.3 has been revised as follows: "*Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the Airport for aircraft parking, staging, or storage. Consistent with 14 CFR Chapter I [Docket No. FAA 2014–0463] FAA Policy on the Non-Aeronautical Use of Airport Hangars, as amended, ~~N~~non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) in a County-owned Hangar may undergo long-term major renovation or restoration pursuant to a scheduled and approved maintenance plan as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Director.*" Additionally, the following has been added to Section 3.3: "*Airworthiness Certificate or maintenance log showing the date of an annual or 100-hour inspection shall be provided to the Director upon request.*"

C9	Section 5.13 Non-Commercial Flying Club: The statement of "*A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently*" is overreach.
R9	FAA Order 5190.6B states "A flight instructor may receive monetary compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently." Section 5.13 has been revised as follows: "*Consistent with FAA Order 5190.6B Airport Compliance Manual, ~~A~~a flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.*"
C10	Section 5.13 Non-Commercial Flying Club: Maintenance area and hangar size should be 10%.
R10	Section 5.13 addresses self-maintenance activities conducted by a Non-Commercial Flying Club. These requirements (360 square feet of maintenance area and 3,600 square feet of hangar) are consistent with Section 2.5 *Self-Service Maintenance* of the Minimum Standards. As such, a change was not deemed necessary.
C11	Section 5.13 Non-Commercial Flying Club: The statement of "*A qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently*" should be deleted.
R11	FAA Order 5190.6B states: "A qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club may perform maintenance work on aircraft owned by the club. The mechanic may receive monetary compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently. The airport sponsor may set limits on the amount of maintenance that may be performed for compensation." Section 5.13 has been revised as follows: "*Consistent with FAA Order 5190.6B Airport Compliance Manual, ~~A~~a qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club may perform maintenance work on aircraft owned by the club. The mechanic may receive monetary compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently. The airport sponsor may set limits on the amount of maintenance that may be performed for compensation.*"

C12	Appendix A-7 Non-Discrimination: Cannot compel people to enable delusion.
R12	FAA Airport Sponsor Assurance #30 *Discrimination* states "It [airport sponsor] will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant." As such, a change was not deemed necessary.
C13	How do the new Rules impact individual tenants who have been conducting activities in the past that the Rules now prohibit.
R13	Appendix A-10 Compliance with Legal Requirements and Agreements requires all entities leasing, occupying, and/or developing Airport land and Improvements shall comply with Legal Requirements (including the Rules and Regulations) upon the effective date (outlined in Appendix A-9).
C14	Appendix A-23 Possible Grounds for Rejecting Application: Bullet #10 mentions "sublease" but only to the extent where sublessees have to follow all the safety rules as the original lease but not anywhere where the Airport is notified that the lessee intends to sublease.
R14	This section is addressing possible grounds for rejection which includes consideration of a default of an agreement or sublease at any other airport. To ensure clarity, Bullet #10 has been revised as follows: "The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement ~~or Sublease~~ at the Airport or any Agreement or sublease at any other airport." Remaining areas of the Minimum Standards and Rules and Regulations have been revised to remove subleasing language except for Rules and Regulations Section 1.6 Proprietary Exclusive Rights (see R3) and Minimum Standards Section 1.4 Exclusive Rights.

Minimum Standards

C15	Feels a bit "big" for RUQ and true general aviation airport. Are these suggestions coming from or based on mirroring a Part 139 or airport with commercial carriers?
R15	The Minimum Standards were developed specifically for the Airport based on AMCG's site visit to meet with Airport management, tour the Airport, and meet with existing commercial aeronautical operators. Additionally, AMCG gathered and considered relevant information from comparable airports. The Minimum Standards were developed provide a level playing field for commercial aeronautical operators to compete while providing the County (and users) the assurance of a minimum level of services to be provided at the Airport.
C16	Like the overall idea but listing specific square feet areas seem larger than works for this airport.
R16	Section 1.2 *Developing Minimum Standards* of Advisory Circular 150/5190-7 Minimum Standards for Commercial Aeronautical Activities outlines factors to consider when developing Minimum Standards (Section f.). Question #3 states "How much space will be required for each type of aeronautical activity that may prospectively operate at the airport?" As such, specific space requirements were developed based on current commercial aeronautical operators and the comparable airport research.

C17	Overly specific in the hangar size. Why put limits if an aircraft safely fits. How does this impact individual tenants or businesses working on their own aircraft who do not have a 3,600 sf hangar?
R17	See R16. As stated in R18, the Minimum Standards apply to any entity engaging in commercial general aviation aeronautical activities. Aeronautical activity is defined in Appendix B of the Rules and Regulations as "*Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.*" Section 2.5 of the Minimum Standards outlines requirements for Commercial Aeronautical Operators engaged in Self-Service maintenance. Appendix A-12 of the Rules and Regulations addresses an Aircraft Owner's right to Self-Service. This section states "*An Aircraft Owner or the Aircraft Owner's Employees may perform Self-Services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such Self-Services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.*"
C18	Do these Minimum Standards apply to all tenants or just the ones conducting business activities? Or is this what is required to get an LFBO lease?
R18	These Minimum Standards apply to any entity engaging in commercial general aviation aeronautical activities. Aeronautical activity is defined in Appendix B of the Rules and Regulations as "*Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.*" As stated in Section 1.6 of the Minimum Standards, "*Unless provided for herein or within an Agreement, no entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the County consistent with Appendix A-19 of the Rules and Regulations.*" The Minimum Standards define "Activities" as "Commercial General Aviation Aeronautical Activities" in Section 1.1.
C19	Section 1.6 Applicability: I feel 3 months should be sufficient. 6 months just gives people too much time to drag things out.
R19	Six months has been determined to allow adequate time for the County to identify impacted entities and negotiate a new agreement or permit. Additionally, six months from the time of adoption is consistent with industry standards. As such, a change was not deemed necessary.

C20	Section 2.6 Airport Sponsor Assurances: The County will get involved in an Operator's pricing?
R20	FAA Airport Sponsor Assurance #22 *Economic Nondiscrimination* states "In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to: (1) Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and (2) Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers." To ensure clarity, Section 2.6 has been revised as follows: "*Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user. In the event of an informal complaint (under 14 CFR Part 13) or formal complaint (under 14 CFR Part 16) and upon request by the County, Operator shall submit a schedule of product, service, and facility pricing to the County within 14 calendar days. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.*"
C21	Is this really geared for new tenants wanting to come to the airport, or if someone were to ever build their own hangar for the intended purpose. The current business tenants do not feel that they meet these suggested requirements. With clarification on if the FBO building counts for those operators who lease space owned by the County they would meet them. Currently MX SASO do not meet these requirements w/o our FBO space.
R21	See R17. As stated in R18, the Minimum Standards apply to any entity engaging in commercial general aviation aeronautical activities (currently identified under an LFBO agreement). For example, an entity currently conducting aircraft maintenance at the Airport under an LFBO agreement would fall under Section 3. Aircraft Maintenance Operator (SASO). Individual aircraft owners conducting self-services (including aircraft maintenance) on the aircraft owners' aircraft are not considered a commercial activity and, therefore, not impacted by the Minimum Standards.
C22	Section 3.5 Defueling: Does not seem applicable to any current tenants/situations
R22	Section 3.5 of the Minimum Standards was specifically developed for unique situations and commercial operators (existing or prospective) that may require this option in the future. If Section 3.5 of the Minimum Standards is not applicable to an existing operator, compliance is not required. As such, a change was not deemed necessary.
C23	How can we stop individuals working from a truck or randomly out of their annual lease hangar without a Limited FBO type lease used by County.
R23	Section 8 of the Minimum Standards outlines the requirements to be an Independent Aircraft Maintenance Operator. An "Independent Operator" is defined in Appendix B of the Rules and Regulations as "*An entity offering aeronautical service(s) but without an established place of business on the Airport.*" As stated in Section 8 of the Minimum Standards, an Independent Aircraft Maintenance Operator can be approved for a Commercial Operator Permit upon submission of a Commercial Operator and Lessee Application. It is important to note independent maintenance activities are limited to based aircraft, occurring in a facility or location approved in writing by the County, upon submission of proper certification, and submission of required insurance.

C24	So, the County can create a monopoly situation for one MX provider or one flight school if they want? What if their prices are not competitive but they do offer services that can meet the demand – still force everyone to use them?
R24	Section 8.2 and Section 9.2 provide the County, in the County's sole discretion, the option to prohibit Independent Operators at the Airport. As outlined in Advisory Circular 150/5190-7 Minimum Standards for Commercial Aeronautical Activities and FAA Order 5190.6 Airport Compliance Manual, the County is not federally required to permit Independent Operators at the Airport. However, the County believes allowing Independent Operators to conduct commercial aeronautical activities is appropriate currently, within the confines and requirements of the Minimum Standards.
C25	Attachment A: I am waiting for a response from my insurance carrier for how this will affect cost to all Operators.
R25	Section 1.2 *Developing Minimum Standards* of Advisory Circular 150/5190-7 Minimum Standards for Commercial Aeronautical Activities outlines factors to consider when developing Minimum Standards (Section f.). Question #6 states "What requirements will be imposed regarding minimum insurance coverage and indemnity provisions?" As such, specific insurance requirements were developed based on industry standards. However, the recommended insurance requirements have been revised as follows based on discussions with existing commercial aeronautical operators at the Airport. Attachment A (Minimum Insurance Requirements) • Commercial General Liability: $1M each occurrence for all operators • Hangarkeeper's Legal Liability: $1M each aircraft and each occurrence for all operators
C26	Insurance – major increase. Very concerned about costs. Other smaller airports in the state $1,000,000 which is the limit required for vendors to work on airport property.
R26	See R26.
C27	Why $5,000,000 and $10,000,000 – huge increase from current $1M. Cost to increase coverage quoted to current tenant $60,000 annually.
R27	See R26.

Rowan County
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147
704.216.7749

Commercial Operator Permit

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

Commercial Operator Permittee:

Legal name: _____

Business or trade name (if different): _____

Primary office (and contact information):

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) ____ – _____ Facsimile: (____) ____ – _____

Email Address: _____

On-airport address (if different):

Address: _____

City: _____ State: _____ Zip: _____

Type of Permittee:

☐ Lessee ☐ Sublessee ☐ Temporary

Activity Authorized (check all that apply):

☐ Aircraft Maintenance and Repair
☐ Aircraft Rental
☐ Avionics/Instruments Maintenance and Repair
☐ Flight Training
☐ Aircraft Management
☐ Aircraft Charter
☐ Commercial Skydiving/Parachute Jumping
☐ Aircraft Sales
☐ Other Commercial Aeronautical Activity
(please describe*) _____

*Attach additional sheet if necessary.

Please refer to the General Aviation Minimum Standards (Minimum Standards) for Mid-Carolina Regional Airport (Airport) for further information on each type of Activity listed and for definitions of the capitalized terms used in this Permit.

Time Period Authorized (check one/complete):

☐ Permit valid for one year from the date of approval.

☐ Permit valid from ____ / ____ / _____ (start date) to ____ / ____ / _____ (end date).

Location(s) on Airport: _____

The Permittee agrees to the following:

- **FEE PAYMENT:** The Permittee agrees to pay all applicable rents, fees, and other charges when due and payable without offset of any kind whatsoever. The Permittee also agrees to pay any late fees, interest, penalties, and related charges.
- **PERMIT LIMITATIONS:** This Permit may not be assigned or transferred and is limited to engaging in the approved Activity in the location designated and only for the time specified in this Permit.
- **INFORMATION CHANGES:** The Permittee shall notify Rowan County (County) in writing within 21 calendar days of any change to the information submitted in the Permittee's Application.
- **INSURANCE:** The Permittee shall maintain all required insurance coverages pursuant to the Airport's *Minimum Insurance Requirements* and applicable Legal Requirements.
- **INDEMNIFICATION:** The Permittee shall indemnify the County pursuant to the Airport's *Minimum Standards*.
- **COMPLIANCE WITH LEGAL REQUIREMENTS:** The Permittee shall comply with applicable Legal Requirements, including the Airport's *Minimum Standards* and *Rules and Regulations*, all as may be developed or amended from time to time.

If, at any time, the Permittee does not comply with all the terms and conditions of this Permit, this Permit shall be invalid (null and void) and terminated. However, Permittee's obligations shall survive termination until all rents, fees, and other charges (such as late fees, interest, penalties, etc.) are paid in full and any other liabilities are resolved to the satisfaction of the County.

The undersigned representative of the Permittee certifies that he/she is authorized to sign for (on behalf of) the Permittee and agrees to abide by all of the terms and conditions under which this Permit is being granted.

Agreed and accepted (Permittee):

_____
Signature

Name: _____ Title: _____ Date: ____ / ____ / _____

Approved (County):

_____
Signature

Name: _____ Title: _____ Date: ____ / ____ / _____

****** County Administration Use Only ******

Documents provided to the Permittee:

☐ Minimum Standards ☐ Other: _____

Copies of documents provided by Permittee (attached):

☐ Lease Agreement ☐ Certificates of Insurance ☐ Business License
☐ FAA Certificates ☐ Other: _____

Rowan County
Mid-Carolina Regional Airport
3760 Airport Loop
Salisbury, North Carolina 28147
704.216.7749

Supplemental Information Request Form

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

SUPPLEMENTAL INFORMATION REQUEST FORM

Applicant shall complete all applicable sections of this *Supplemental Information Request Form* (Form) and submit this Form to the Rowan County (County).

Please note the following:

- Some questions in this Form may not apply to certain Applicants or activities.
- Applicants shall complete all applicable sections of this Form to the best of the Applicant's ability and include all pertinent information with this Form.
- If any section or question is not applicable, the Applicant shall indicate **N/A** in the appropriate field.
- Upon completion, this Form must be signed in ink by the Applicant or an authorized representative of the Applicant.
- In case of a conflict between words and numerals, the words, unless obviously incorrect, shall govern.
- Supplemental tables, charts, diagrams, graphics, photographs, and other exhibits may be attached to this Form as necessary.

1. Applicant's Qualifications and Experience

Please answer the following questions as applicable to the Applicant (the entity) and the Applicant's partners (if partnership), members (if limited liability company), and directors, officers, and major shareholders (if corporation).

A. Identify all airport land and/or Improvements leased by the Applicant (past and present):

1. Identify the location (airport, city, and state), the dates of the leases, and provide contact information for the lessor and the airport manager for each land and/or Improvement leased on a separate sheet and identify it as **Attachment 1-A**.

B. Provide the names of three **financial** references (i.e., financial institutions where the Applicant maintains checking, savings, investment, and/or lending accounts) and contact information.

1. Name: _____ Title: _____
   Company: _____
   Address: _____
   City: _____ State: _____ Zip: _____
   Telephone: (____) ____ – _____
   Email Address: _____
2. Name: _____ Title: _____
   Company: _____
   Address: _____
   City: _____ State: _____ Zip: _____
   Telephone: (____) ____ – _____
   Email Address: _____
3. Name: _____ Title: _____
   Company: _____
   Address: _____
   City: _____ State: _____ Zip: _____
   Telephone: (____) ____ – _____
   Email Address: _____

C. Commercial Applicants Only: Please provide the names of three **customer** references (and contact information).

1. Name: _____ Title: _____
   Company: _____
   Address: _____
   City: _____ State: _____ Zip: _____
   Telephone: (____) ____ – _____
   Email Address: _____

2. Name: _____ Title: _____
   Company: _____
   Address: _____
   City: _____ State: _____ Zip: _____
   Telephone: (____) ____ – _____
   Email Address: _____
3. Name: _____ Title: _____
   Company: _____
   Address: _____
   City: _____ State: _____ Zip: _____
   Telephone: (____) ____ – _____
   Email Address: _____

By listing a reference, the Applicant shall be deemed to provide consent to the release of any information, data, and documentation regarding the Applicant that is in the possession of the entity listed.

2. Proposed Lease Provisions

A. Proposed commencement date: ____ / ____ / _____
B. Proposed duration: _____ years _____ months
C. Proposed renewal options (number): _____
D. Proposed renewal options (length): _____ years _____ months
E. Proposed key terms and conditions: _____

_____

_____

3. Proposed Improvements

If Applicant intends to make Improvements to the proposed property (including improving, enhancing, or renovating existing improvements and/or developing new improvements), each of the following areas must be addressed:

A. A cost estimate for the proposed Improvements (by major component), source of funds, and the contribution expected (if any) from the County. Complete the table in this section and if necessary, attach a separate sheet and identify it as **Attachment 3-A**.
B. Table (Proposed Improvements)

Improvements Description	Cost	Funds Source	County Contribution	Schedule

C. A preliminary (conceptual) site plan and a floor plan, if applicable, of each building and a sketch (or rendering) depicting the proposed Improvements (from landside and airside perspectives). Attach and identify documents as **Attachment 3-D**.

D. An overview of the background, experience, qualifications, capabilities, and responsibilities of each key member of the design/construction team. In addition, please provide contact information and a minimum of three references for each key member of the design/construction team. Attach and identify documents as **Attachment 3-E**.

E. Evidence of the ability to obtain a bond from a bonding company or irrevocable letter of credit from a federally regulated bank guaranteeing the timely, full, and faithful performance of the Applicant's construction obligations in the amount equal to the cost of the proposed Improvements. Attach and identify documents as **Attachment 3-F**.

4. Business Plan (Commercial Applicants Only)

Business plans must be organized so each element (identified below) is addressed in the order indicated. Applicants must address each element completely and accurately and furnish any required information.

Business plans shall be typewritten. Tabs must be utilized to separate each section of the business plan.

A. Cover Letter

Each Applicant must submit a cover letter identifying the name of the Applicant. The original business plan must be signed in ink by a representative authorized to make commitments and/or enter into agreements on behalf of the Applicant.

B. Market Assessment

As it pertains specifically to the proposed activities, the Applicant must demonstrate an understanding of the size, composition, current state, significant trends, and future outlook for general aviation in: (1) the United States, (2) the State of North Carolina, (3) the Rowan County marketplace, and (4) the Mid-Carolina Regional (Airport). Each business plan must include an analysis of demand and capacity at the Airport and describe how the Applicant is going to address any deficiencies that exist (or that can reasonably be anticipated over the next five years, at a minimum).

C. Operational Plan

1. A description of the proposed products and services including the type, range, level, and quality, and hours of operations for each.
2. A description of and cost estimate for the proposed aircraft, vehicles, and equipment to be deployed to provide the proposed products and services.
   a) The description must include the quantity, manufacturer, model, year, capacity, and status (leased or owned) of the aircraft, vehicles, and equipment that will be deployed.
3. A description of the manner in which the proposed aircraft, vehicles, equipment, and improvements will be maintained and by whom.
4. A description of the policies and procedures that will be followed to provide the proposed products and services (e.g., customer service; safety, security, and environmental – incident/accident prevention and reporting and emergency procedures; security; and communications).
5. A description of the inventories that will be maintained to provide the proposed products and services.
6. A description of the type and level of Disadvantaged Business Enterprise (DBE) participation.
7. Copies of all licenses, permits, and operating certificates required by any governing agency.

D. Management Plan

1. A statement of the Applicant's mission, vision, and values.
2. A chart depicting the Applicant's organizational structure to include the name and title/position of all key personnel.
3. A description of the roles and responsibilities of the Applicant's principals, managers (including the general manager and department managers), supervisors, and other key personnel.
    a) For those individuals who are already serving in these positions or for those individuals who have been identified by the Applicant to serve in these positions, provide an overview of the qualifications, background, and experience of each individual and attach a resume identifying the individual's past employers, titles/positions held, roles and responsibilities, and length of service.
4. Proposed staffing levels and work schedules for all the personnel (including management and operating level employees – full and part time as well as seasonal, if any) who will be required to provide the proposed products and services and maintain the proposed aircraft, vehicles, equipment, and improvements.
5. A description of the training and quality assurance program that will be utilized by the Applicant.
6. A description of the processes that will be utilized by the Applicant to evaluate the level and quality of products, services, and facilities to be provided and the manner in which complaints and/or disputes with any party including, but not limited to, customers will be resolved.
7. An overview of the systems to be utilized in managing the Applicant's resources including management information and accounting/financial systems.
8. If applicable, a description of the Applicant's plan for transitioning from an existing operation to the proposed operation including, but not limited to, identifying and discussing the key elements of the plan (and the process), conveying the schedule for implementing each of the key elements of the plan, and the identifying the anticipated impact on the existing operation, the current customers of the existing operator, the Airport, and the County. If any adverse impacts are anticipated, the Applicant shall indicate how such impacts will be minimized and/or mitigated.

E. Marketing Plan

1. A description of the Applicant's target market(s) and the marketing and sales strategies (including promotional methods and mix) that will be utilized to reach the target market(s).
2. A description of the Applicant's pricing strategies and proposed pricing for all products, services, and facilities, image development and/or enhancement programs, and the processes that will be utilized to evaluate the effectiveness of the Applicant's marketing and image development programs.
3. An overview of the Applicant's experience championing issues that have: (a) resulted in the growth and development of activities, the airport where the activities were conducted, and community surrounding the airport and (b) had an overall positive impact on the airport and the community served.
4. A marketing budget identifying the costs and/or expenses associated with each element of the marketing plan.

F. Financial Plan

1. A statement of financial capacity from a qualified financial institution or other source easily verified by the County which identifies the source and the amount of funds available to provide working capital to initiate the proposed activity and to make any proposed capital investment.
2. A three-year historical income statement, a three-year historical balance sheet including all footnotes, and a three-year historical statement of cash flows prepared in accordance with generally accepted accounting principles (GAAP) by an independent CPA.
    a) If the business plan is prepared by a subsidiary of a parent company or corporation, the subsidiary shall submit the required financial information for the parent company, provided such parent company will be bound jointly with the subsidiary in the business plan and, if the subsidiary is granted a lease agreement, the parent company must acknowledge its joint obligations with its subsidiary and the business plan must be accompanied by a certified copy of a resolution by the Board of Directors of the parent company authorizing such joint obligations.
3. A five-year projected income statement (or pro forma) which demonstrates the Applicant's ability to initiate and sustain the proposed operation.
4. A five-year projected statement of cash flows.
5. Minimum compensation (including all rents, fees, and other charges – by component or element) proposed to be paid to the County over the five-year pro forma period.
6. Evidence of the ability to obtain a bond from a bonding company or irrevocable "declining balance" letter of credit from a federally regulated commercial bank that assures the timely, full, and faithful performance of all of the Applicant's lease obligations (i.e., payment of rents, fees, and other charges) to the County in the amount equal to the proposed minimum compensation over the five-year pro forma period.
7. Proof of existing insurance or evidence of the ability to obtain insurance in the amounts required for the proposed activities.

G. Additional Information

The Applicant may include any supplemental information, data, and/or documentation which may be useful in helping the County evaluate the qualifications and experience of the Applicant.

Applicant's Statement

The undersigned Applicant understands and states, under penalty of perjury, that:

Applicant has provided all the information requested by the County and it is true, accurate, and complete. Applicant acknowledges and fully understands that all of the information submitted by the Applicant and all of the warranties and representations made by the Applicant including, but not limited to, those pertaining to the Applicant's qualifications, experience, capabilities, and competencies will be relied on by the County.

Applicant is responsible for all costs and expenses incurred by the Applicant in connection with the Form. Applicant fully understands that all information submitted or provided by the Applicant shall become the property of the County and shall not be returned to the Applicant.

By affixing my authorized signature, I, hereby certify that I am the _____ (title) and the duly authorized representative of _____ (Applicant's name). I possess the legal authority to make this statement on behalf of Applicant and I do solemnly declare and affirm under penalty of perjury that I fully understand, accept, agree to, and will comply fully with the terms, conditions, and provisions of this Form and this statement.

Applicant:

_____
Signature

Name: _____
Title: _____
Applicant Name: _____

Witnessed:

_____
Signature

Name: _____
Title: _____
Entity Name: _____

Rowan County
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147
704.216.7749

Commercial Operator Permit

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

Commercial Operator Permittee:

Legal name: _____

Business or trade name (if different): _____

Primary office (and contact information):

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) ____ – _____ Facsimile: (____) ____ – _____

Email Address: _____

On-airport address (if different):

Address: _____

City: _____ State: _____ Zip: _____

Type of Permittee:

☐ Lessee ☐ Sublessee ☐ Temporary

Activity Authorized (check all that apply):

☐ Aircraft Maintenance and Repair
☐ Aircraft Rental
☐ Avionics/Instruments Maintenance and Repair
☐ Flight Training
☐ Aircraft Management
☐ Aircraft Charter
☐ Commercial Skydiving/Parachute Jumping
☐ Aircraft Sales
☐ Other Commercial Aeronautical Activity
(please describe*) _____

*Attach additional sheet if necessary.

Please refer to the General Aviation Minimum Standards (Minimum Standards) for Mid-Carolina Regional Airport (Airport) for further information on each type of Activity listed and for definitions of the capitalized terms used in this Permit.

Time Period Authorized (check one/complete):

☐ Permit valid for one year from the date of approval.

☐ Permit valid from ____ / ____ / _____ (start date) to ____ / ____ / _____ (end date).

Location(s) on Airport: _____

The Permittee agrees to the following:

- **FEE PAYMENT:** The Permittee agrees to pay all applicable rents, fees, and other charges when due and payable without offset of any kind whatsoever. The Permittee also agrees to pay any late fees, interest, penalties, and related charges.
- **PERMIT LIMITATIONS:** This Permit may not be assigned or transferred and is limited to engaging in the approved Activity in the location designated and only for the time specified in this Permit.
- **INFORMATION CHANGES:** The Permittee shall notify Rowan County (County) in writing within 21 calendar days of any change to the information submitted in the Permittee's Application.
- **INSURANCE:** The Permittee shall maintain all required insurance coverages pursuant to the Airport's *Minimum Insurance Requirements* and applicable Legal Requirements.
- **INDEMNIFICATION:** The Permittee shall indemnify the County pursuant to the Airport's *Minimum Standards*.
- **COMPLIANCE WITH LEGAL REQUIREMENTS:** The Permittee shall comply with applicable Legal Requirements, including the Airport's *Minimum Standards* and *Rules and Regulations*, all as may be developed or amended from time to time.

If, at any time, the Permittee does not comply with all the terms and conditions of this Permit, this Permit shall be invalid (null and void) and terminated. However, Permittee's obligations shall survive termination until all rents, fees, and other charges (such as late fees, interest, penalties, etc.) are paid in full and any other liabilities are resolved to the satisfaction of the County.

The undersigned representative of the Permittee certifies that he/she is authorized to sign for (on behalf of) the Permittee and agrees to abide by all of the terms and conditions under which this Permit is being granted.

Agreed and accepted (Permittee):

_____
Signature

Name: _____ Title: _____ Date: ____ / ____ / _____

Approved (County):

_____
Signature

Name: _____ Title: _____ Date: ____ / ____ / _____

****** County Administration Use Only ******

Documents provided to the Permittee:

☐ Minimum Standards ☐ Other: _____

Copies of documents provided by Permittee (attached):

☐ Lease Agreement ☐ Certificates of Insurance ☐ Business License
☐ FAA Certificates ☐ Other: _____

Rowan County
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147
704.216.7749

Non-Commercial Self-Fueling Permit

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

NON-COMMERCIAL SELF-FUELING PERMITTEE

Legal name: _____

Business or trade name (if different from legal name): _____

Primary office (and contact information):

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (___) ___-____ Facsimile: (___) ___-____

Email Address: _____

On-airport address (if different):

Address: _____

City: _____ State: _____ Zip: _____

Self-Fueling is defined in the Primary Management and Compliance Documents (PMCDS) for the Mid-Carolina Regional (Airport) as the Non-Commercial fueling of an Aircraft by the Owner of the Aircraft, or the Owner's Employee, using the Owner's Vehicles, Equipment, and resources. Any entity engaging in Self-Fueling at the Airport shall hold a current and valid Self-Fueling Permit (Permit) approved by the County.

The County reserves the right to suspend or revoke the Permit of any Permittee, on a temporary or permanent basis, for Permittee's failure to comply with any of the terms and conditions of this Permit.

Please provide the following information (attach additional sheets if needed):

Aircraft				
FAA N-Number	Manufacturer	Model	Year	Fuel Type
N_____	_____	_____	_____	_____
N_____	_____	_____	_____	_____
N_____	_____	_____	_____	_____
N_____	_____	_____	_____	_____
N_____	_____	_____	_____	_____

Fuel Storage Facility					
Quantity	Fuel Type	Capacity	Construction Date	Above/Below Ground	Notes
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Refueling Vehicles					
Quantity	Fuel Type	Capacity	Make/Model	Year	Notes
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The Permittee agrees to the following:

- **PERMIT SCOPE:** Self-Fueling activities are limited solely to the Aircraft, fuel storage facility, refueling vehicle(s), and duration specified in this Permit.
- **FEE PAYMENT:** The Permittee agrees to pay all applicable rents, fees, and other charges when due and payable without offset of any kind whatsoever. The Permittee also agrees to pay any late fees, interest, penalties or related charges.
- **PERMIT LIMITATIONS:** This Permit may not be assigned or transferred to any entity and is limited to engage in the approved Self-Fueling activities in the location designated and only for the time specified in this Permit.
- **INFORMATION CHANGES:** The Permittee shall notify the County in writing within 21 calendar days of any change to the information contained in this Permit.
- **INSURANCE:** The Permittee shall maintain all required insurance coverages pursuant to the Airport's Rules and Regulations and applicable Legal Requirements.
- **INDEMNIFICATION:** The Permittee shall indemnify the County pursuant to the Airport's PMCDs.
- **COMPLIANCE WITH LEGAL REQUIREMENTS:** The Permittee shall comply with applicable Legal Requirements as may be developed or amended from time to time.
- **REPORTING:** The Permittee agrees to comply with the reporting requirements specified in the Airport's Rules and Regulations.

If, at any time, the Permittee does not comply with all the terms and conditions of this Permit, this Permit shall be invalid (null and void) and terminated. However, Permittee's obligations shall survive termination until all rents, fees, and other charges (e.g., late fees, interest, penalties, etc.) are paid in full, all fuel storage facilities and refueling vehicles are removed from the Airport, and all liabilities are resolved to the satisfaction of the County.

The undersigned representative of the Permittee certifies that he/she is authorized to sign for (on behalf of) the Permittee and agrees to abide by all of the terms and conditions under which this Permit is being granted.

Agreed and accepted:

_____

Signature

Name: _____ Title: _____ Date: ____ / ____ / _____

Approved:

_____

Signature

Name: _____ Title: _____ Date: ____ / ____ / _____

Time Period Authorized (check one/complete)**:**

☐ Permit valid for one year from the date of approval.

☐ Permit valid from ____ / ____ / _____ (start date) to ____ / ____ / _____ (end date).

AMCG

Aviation Management Consulting Group

Airport Rent Study

Rowan County

Mid-Carolina Regional Airport

June 2, 2022

AMCG
Aviation Management
Consulting Group

June 2, 2022

Valerie Steele, C.M., ACE, ASC
Airport Director
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147

RE: Airport Rent Study

Dear Valerie:

This summary report conveys Aviation Management Consulting Group, Inc.'s (AMCG) opinion of market rent for aeronautical land and certain improvements located at Mid-Carolina Regional Airport which are currently leased or available for lease from Rowan County.

AMCG acknowledges the impacts of COVID-19 since early 2020. While the value of certain off-airport properties nationwide was impacted, a consistent and direct affect to rental rates for general aviation properties has not been identified by AMCG. Conversely, AMCG understands some airport sponsors elected to (1) not adjust rental payments from lessees, (2) time limited deferral of rental payments from lessees, (3) provide time limited rent abatement for lessees, and/or (4) postpone scheduled rent adjustments (predominately in 2020 and 2021). The conclusions reached in this report reflect the current general aviation real estate market conditions.

AMCG is pleased to have been called on to conduct this study and provide an opinion of market rent. Please contact me if you have any questions pertaining to this analysis or the conclusions reached.

Helping your aviation management excellence,

David C. Benner, C.M.
Managing Consultant
Aviation Management Consulting Group, Inc.

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I. EXECUTIVE SUMMARY

Airport:	Mid-Carolina Regional Airport 3670 Airport Loop Salisbury, North Carolina 28147
Scope of Work:	This summary report conveys Aviation Management Consulting Group's (AMCG's) opinion of market rent for aeronautical land and certain improvements (Subject Properties) located at Mid-Carolina Regional Airport which are currently leased or available for lease from Rowan County.
Subject Properties:	The components of the Subject Properties include Community Hangar, Executive Hangar, Medium T-Hangar, Large T-Hangar, T-Hangar Storage, Office, Shop/Storage, Aeronautical Improved Land, Apron, and Vehicle Parking.
Date of Report:	June 2, 2022
Effective Date:	February 21, 2022
Methodology:	An opinion of current market rent for the Subject Properties was developed based on an analysis of the information and data obtained for similar properties from national, regional, comparable, National Guard, and competitive airports (which is summarized in Section VI. Study Findings).
Rental Rate Conclusions:	Table 1 identifies AMCG's opinion of market rent for the Subject Properties.

Table 1 – Rental Rate Conclusions

Rental Rate Conclusions			
Component	Identification	Size (SF)	Market Rent Opinion
Community Hangar	Hangar 28 (Boss Aviation)	6,800	$6.10
	Hangar 29 (Food Lion)	10,000	$5.60
	Hangar 33 (Heli-1 Corporation)	15,000	$4.30
	Hangar 34 (Retail)	15,000	$4.30
	Hangar 35 (SouthTec)	6,000	$6.30

Rental Rates for T-Hangars are "per unit per month" (pu/mo)
All other rental rates are "per square foot per year" (psf/yr)

Rental Rate Conclusions			
Component	Identification	Size (SF)	Market Rent Opinion
Executive Hangar	Hangar 1	1,580	$3.20
	Hangar 2	1,394	$3.20
	Hangar 3	1,394	$3.20
	Hangar 4	1,394	$3.20
	Hangar 5	1,836	$3.20
	Hangar 6	2,057	$3.20
	Hangar 7	1,638	$3.20
	Hangar 8	1,638	$3.20
	Hangar 9	1,804	$3.20
	Hangar 10	2,310	$3.20
	Hangar 11	2,783	$3.20
	Hangar 12a/12b	2,539	$3.20
	Hangar 13a/13b	2,530	$3.20
	Hangar 14a/14b	2,530	$3.20
	Hangar 15	2,530	$3.20
	Hangar 16a/16b	2,530	$3.20
	Hangar 17	2,475	$3.20
	Hangar 18	3,648	$4.45
	Hangar 19	3,648	$4.70
	Hangar 20	3,648	$4.70
	Hangar 21	3,648	$4.70
	Hangar 22	1,280	$3.40
	Hangar 23	1,280	$3.40
	Hangar 24	1,280	$3.40
	Hangar 25	1,280	$3.40
	Hangar 26	1,280	$3.40
	Hangar 27	1,280	$3.40
Medium T-Hangar	Hangar 40, 45 ,50, 55	1,085	$345.00
	Hangar 44, 49, 54, 59	1,085	$345.00
	Hangar 41-43, 46-48, 51-53, 56-58	1,085	$345.00
Large T-Hangar	Hangar 60, 65	1,452	$460.00
	Hangar 61-63, 66, 67	1,452	$460.00
	Hangar 68	1,475	$460.00
	Hangar 64, 69*	1,452	$460.00
T-Hangar Storage	Hangar 40, 45, 50, 55	169	$4.40
	Hangar 44, 49, 54, 59	391	$4.40
	Hangar 60, 65	233	$4.40
	Hangar 64, 69	523	$4.40
Office	Hangar 28 (Boss Aviation)	950	$6.85
	Hangar 29 (Food Lion)	4,200	$8.30
	Hangar 33 (Heli-1 Corporation)	4,200	$9.00
	Hangar 34 (Retail)	120	$9.00
	Hangar 35 (SouthTec)	3,600	$8.30
Shop/Storage	Hangar 28 (Boss Aviation)	1,500	$4.60
	Hangar 35 (SouthTec)	1,600	$4.60
	Hangar 35 (SouthTec)	3,600	$4.85
Improved Land	Area A	Up to 49,000	$0.35
		50,000 to 249,999	$0.30
		250,000 to 1,000,000	$0.35
		1,000,000 and greater	$0.25
	Area B Area C	Up to 49,000	$0.35
		50,000 to 249,999	$0.35
		250,000 to 1,000,000	$0.40
		1,000,000 and greater	$0.25
	Area D	Up to 49,000	$0.35
		50,000 to 249,999	$0.35
		250,000 to 1,000,000	$0.40
		1,000,000 and greater	$0.25
Asphalt Apron	Area A	Up to 99,999	$0.50
		100,000 and greater	$0.53
	Area B Area C	Up to 99,999	$0.55
		100,000 and greater	$0.55
Vehicle Parking	N/A	Up to 99,999	$0.43
		100,000 and greater	$0.40

Rental Rates for T-Hangars are “per unit per month” (pu/mo)
All other rental rates are “per square foot per year” (psf/yr)

II. INTRODUCTION

A. Scope of Work

This summary report conveys Aviation Management Consulting Group's (AMCG's) opinion of market rent for aeronautical land and certain improvements (Subject Properties) located at the Mid-Carolina Regional Airport (Airport) which are currently leased or available for lease from the Rowan County (County).

The County is required, by the Federal Aviation Administration (FAA) *Airport Sponsor Assurances*, to "maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing." Further, FAA Regulation Identifier Number (RIN) 2120-AF90, *Policy Regarding Airport Rates and Charges*, states that "rates, fees, rentals, landing fees, and other service charges ('fees') imposed on aeronautical users for the aeronautical use of the airport ('aeronautical fees') must be fair and reasonable." As such, the market rent opinion outlined in this *Airport Rent Study* is fair, reasonable, and can be consistently applied to the aeronautical-use improvements.

The FAA indicates that "reasonable methodologies may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value" which are further described below:

- Historic Cost Valuation – a historic cost valuation, as outlined in the *Policy Regarding Airport Rates and Charges*, "must allocate capital and operating costs among cost centers" in accordance with a reasonable, consistent, and transparent methodology as follows: (1) "costs of airfield facilities and services directly used by the aeronautical users may be fully included in the rate base" and (2) "costs of airport facilities and services used for both aeronautical and non-aeronautical uses (shared costs) may be included in the rate base if the facility or service in question supports the airfield activity reflected in that rate base". The rate base is defined as the "total of all costs of providing airfield facilities and services to aeronautical users (which may include a share of public-use roadway costs allocated to the airfield in accordance with this policy [*Policy Regarding Airport Rates and Charges*]) that may be recovered from aeronautical users through fees charged for providing airfield aeronautical services and facilities." While the historic cost valuation is an acceptable methodology from the FAA's perspective (and typically applied to air carrier service providers), this approach may result in a rental rate unreflective of similar aeronautical-use improvements available at comparable and competitive airports. As such, this approach was not deemed most appropriate.

- Direct Negotiation – The *Policy Regarding Airport Rates and Charges* is non-descriptive in terms of the methodology for initiating and completing a negotiation process. A negotiation, by definition, is to confer with another party to arrive at a settlement of a matter; in this case, rental rates for aeronautical-use improvements. A negotiation process can result in a market transaction if (1) it is an open market, (2) the buyer (tenant) and seller (County) are acting prudently and knowledgeable, and (3) the price is not affected by undue stimulus. However, as stated in the *Airport Sponsor Assurances*, each tenant (commercial or non-commercial) "shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable" to other tenants for "the same or similar uses of such airport and utilizing the same or similar facilities." For this reason, a direct negotiation methodology was not deemed most appropriate to determine a rental rate structure that is equitable for all similarly situated tenants of aeronautical-use improvements.
- Objective Determinations of Fair Market Value – Market value, as defined by The Dictionary of Real Estate Appraisal, is "the most probable price which a specified interest in real property is likely to bring under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, assuming the price is not affected by undue stimulus." The use of value, from a real estate perspective, is typically representative of the cost to purchase or assume ownership of real property. Conversely, the purpose of this *Airport Rent Study* is to determine market rent. As such, an objective determination of fair market rent, as applicable to aeronautical-use improvements is typically determined in one of two manners:
  - An appraisal process, consistent with The Dictionary of Real Estate Appraisal, includes three approaches to value – cost approach, sales comparison approach, and income approach. Central to each approach is the principle of substitution, as an astute real estate investor will pay no more than the value of an equally desirable alternative property or investment. Upon completion of each appropriate approach, a final estimate of value is determined by considering the quality and quantity of data available under each approach and the inherent advantages and disadvantages of each approach is considered. Utilizing the final estimate of value (i.e., cost to purchase or assume ownership), airport sponsors typically utilize a rate of return (ranging from 3% to 15% for aeronautical properties) to determine an appropriate and reasonable rental rate.
  - A comparative rent analysis is a direct approach that utilizes the rental rates being charged for similar properties as the basis to establish an appropriate rental rate. As it pertains specifically to aeronautical-use land and improvements, the rental rates being charged for similar land and improvements at other similarly situated airports are adjusted (as appropriate) to establish rental rates.

As such, the opinion of market rent in this *Airport Rent Study* is based on a comparative analysis of similar land and improvements at national, regional, comparable, National Guard, and competitive airports.

Consistent with the *Airport Sponsor Assurances*, each tenant should be subject to the same rental rates as are uniformly applicable to other tenants utilizing the same or similar land and improvements for aeronautical purposes. It is recognized that the size, access, amenities, and condition of the land and improvements (as applicable) may vary and as a result, the opinion of market rent may vary as well. However, the County will not charge unjustly discriminatory rental rates.

B. Market Rent Defined

Market rent is defined as the most probable rent which a property should bring in a competitive and open market (i.e., willing lessor and willing lessee) reflecting the terms and conditions of a specified lease agreement, including the rental adjustment mechanisms, permitted uses, use restrictions, expense obligations, term, renewal and purchase options, and tenant improvements.

C. Project Approach

To achieve the scope of work, AMCG completed the following work plan:

1. developed a profile of the Airport,
2. identified comparable, National Guard, and competitive airports utilizing the profile of the Airport,
3. obtained rental rates (and related information) for aeronautical uses from the Airport as well as comparable, National Guard, and competitive airports identified,
4. analyzed the data obtained from the Airport as well as comparable, National Guard, and competitive airports identified,
5. analyzed national and regional data;
6. developed an opinion of market rent for the Subject Properties based on the preceding analysis in conjunction with the Limiting Conditions outlined in the Appendix.

In drawing opinions of market rent for the Subject Properties, consideration was given to those factors that typically affect market rents for on-airport, aeronautical properties (e.g., property use, attributes, restrictions, limitations, etc.). Beyond this, AMCG's opinion of market rent for the Subject Properties has been formed based on a comparative analysis of current rents for aeronautical-use properties at national, regional, comparable, National Guard, and competitive airports.

Market rents for off-airport properties were not utilized as this approach is highly problematic due to the different types of use. Off-airport properties and on-airport, aeronautical properties do not exhibit the same bundle of rights. It is very difficult, if not impossible, to determine the adjustment applied to unencumbered off-airport rental rates to reflect the constraints imposed by the Federal Aviation Administration (FAA), the airport sponsor, and others pertaining to the development and/or use of on-airport, aeronautical properties.

When rendering an opinion of market rent for on-airport, aeronautical properties, the cost of the real property (land and/or improvements) and desired rates of return are not typically considered. While these factors may be considered when rendering an opinion of market rents for off-airport properties or may be considered by real estate investors, these factors are generally not consistent with the realities of the prevailing market for on-airport, aeronautical properties. Since the Subject Properties are not considered new, AMCG's opinion of market rent was not based on the cost of real property or desired rates of return.

D. Key Underlying Assumptions

The market rent opinions conveyed in this summary report are based on the lessee having full and continued access to the Airport's airside and landside infrastructure. Additionally, the analysis was based on an evaluation of triple net lease rates[1] (as applicable to the Community Hangars, Executive Hangars, Office, Shop/Storage, Aeronautical Improved Land, Asphalt Apron, and Vehicle Parking) as well as modified gross lease rates[2] (as applicable to the T-Hangars (Medium and Large) and T-Hangar Storage).

Market rents are driven by the amount a willing buyer (lessee) pays to a willing seller (lessor) to rent or lease a property. To the extent that local economic factors affect rental rates at the national, regional, comparable, National Guard, and competitive airports, these economic factors will be reflected in the rental rate conclusions. As such, AMCG has identified and analyzed (on a comparative basis) the rents charged and paid for similar properties (by component) at a cross-section of airports to derive the market rent opinions for the Subject Properties.

[1] Triple net lease rates, by definition, occur when the lessee is responsible for all maintenance, utilities, insurance, and taxes associated with the Subject Properties. Consistent with industry standards for general aviation improvements, the evaluation of "triple net lease rates" includes the airport sponsor paying for costs associated with major maintenance items (e.g., repair and/or replacement of hangar doors, roofing, super structure, HVAC, etc.).

[2] Modified gross lease rates, by definition, occur when the lessor pays for a portion of maintenance, utilities, insurance, and/or taxes associated with the Subject Properties.

AMCG recognizes that there are differences between the Airport and the comparable airports. Some of the comparable airports exhibit superior characteristics and some exhibit inferior characteristics. To identify airports that were considered most comparable to the Airport and draw conclusions that reflect the conditions at the Airport, the comparable airports were compared with the Airport using aeronautical activity and infrastructure indicators.

It is AMCG's experience that aeronautical activity and infrastructure indicators at airports typically run parallel to local economic indicators. Therefore, it is reasonable to assume that the airports identified as comparable to the Airport (based on the selection criteria) will be located in markets with economic and demographic characteristics that are similar to the subject market. As such, a separate analysis of local economic indicators at comparable airports was not deemed necessary in this case.

The following report summarizes AMCG's findings and opinions.

III. COMMUNITY OVERVIEW

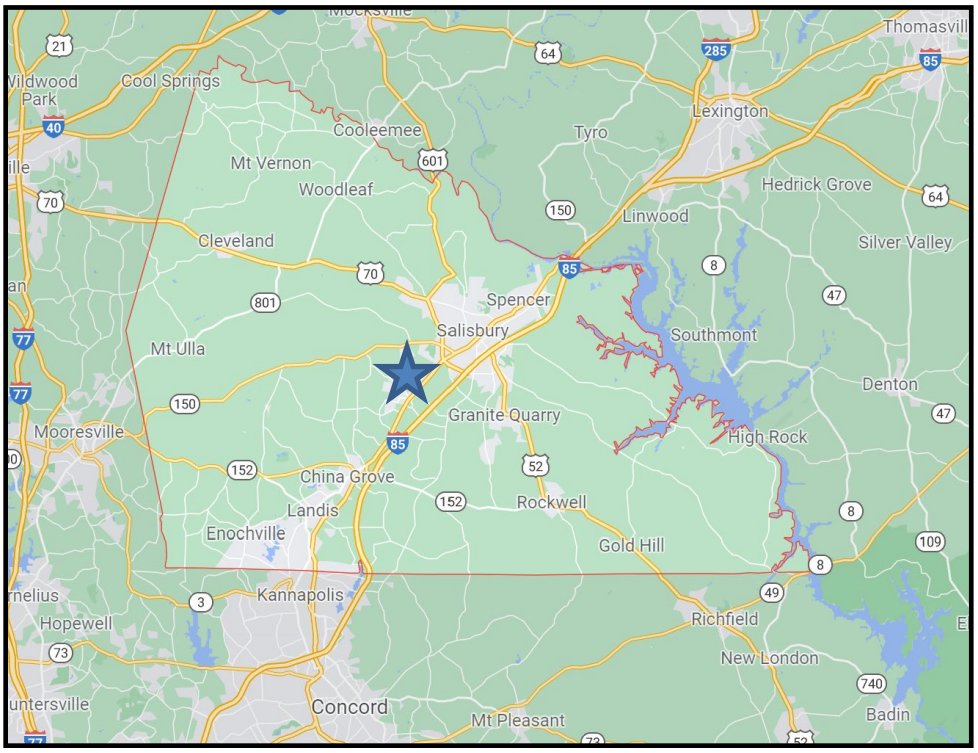
A. Airport Sponsor

The Airport is owned and operated by the County with an Airport Advisory Board made up of five members serving three-year terms. These members consist of two pilots (or airport tenants) and three members of the business community appointed by the County Board of Commissioners. The purpose of the Airport Advisory Board is to advise and make recommendations to the County Manager and the Board of Commissioners on policy matters as it relates to the operation and management of the Airport.

B. Geographic Location

The Airport is located approximately four miles southwest of the City of Salisbury (City) central business district and within the County. As identified in Figure 1, the County is centrally located between Lexington and Concord, North Carolina.

Figure 1 – Geographic Location



C. Demographics

The population of the City has increased a total of 0.6% which results in a compounded annual increase of 0.1% from 33,524 in 2014 to 35,540 in 2020 (U.S. Census Bureau estimate).

The population of the County has increased a total of 1.5% or a compounded annual increase of 0.3% from 138,246 in 2014 to 146,875 in 2019 (U.S. Census Bureau estimate).

D. Business and Industry

The largest employment sectors of the City and the County are (1) educational services, health care and social assistance, (2) manufacturing, and (3) retail trade. These employment sectors account for approximately 55.9% of the employment in the City and 46.8% of the employment in the County.

E. Economic Factors

The civilian labor force of the City has increased from 13,504 in 2014 to 13,856 in 2021 (U.S. Census Bureau), which represents a total increase of 15.5% or a compounded annual increase of 2.9%. The civilian labor force of the County has increased from 63,884 in 2014 to 64,309 in 2021 (U.S. Census Bureau), which represents a total increase of 5.6% or a compounded annual increase of 1.1%.

As identified by the U.S. Bureau of Labor Statistics, the unemployment rate of the City was estimated at 4.3% and the unemployment rate of the County was estimated at 3.6% (for March 2022). The County had a lower unemployment rate in comparison to the City and the U.S. national unemployment rate of approximately 3.7% (for March 2022).

IV. SUBJECT AIRPORT OVERVIEW

A. Airport Description

The Airport, which consists of approximately 400 acres of land, has one runway, as follows:

- Runway 02/20: 5,501 feet long and 100 feet wide, asphalt in good condition.

The Airport does not have an Air Traffic Control Tower but is served by one Instrument Landing System (ILS) for Runway 20 and multiple non-precision approaches (LOC, NDB, and RNAV-GPS). The Airport is designated a General Aviation Airport in the *FAA National Plan of Integrated Airports System (NPIAS)* and a Regional Airport in the *FAA General Aviation Airports: A National Asset* study.

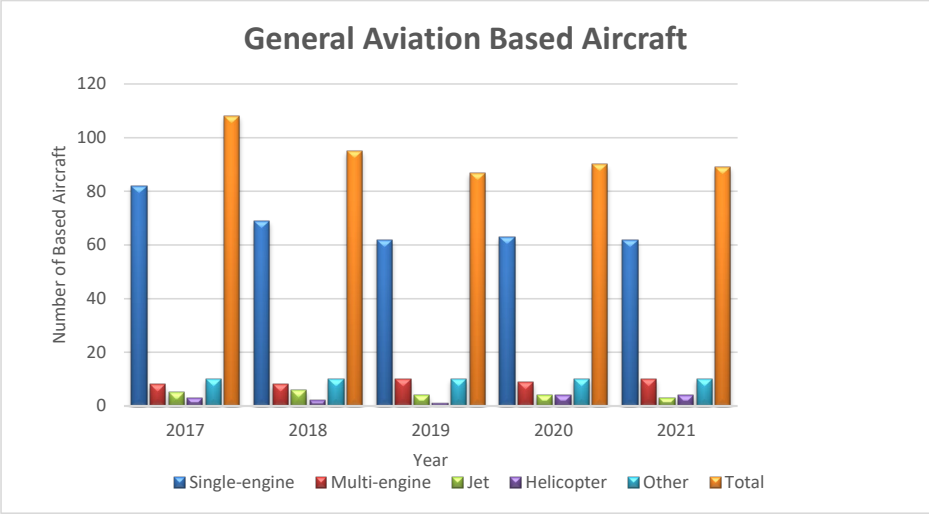
B. Aircraft Operations

Total aircraft operations at the Airport where approximately 51,000 in 2020, as reported by the FAA Master Record 5010. Total general aviation aircraft operations consisted of approximately 20,000 local operations (or approximately 39%) and approximately 25,000 itinerant operations (or approximately 49%). The remaining 6,000 operations (or approximately 12%) consisted of air taxi and military operations.

C. Based Aircraft

Figure 2 illustrates the number of based aircraft at the Airport from 2017 to 2021, as reported by the FAA Master Record 5010.

Figure 2 – General Aviation Based Aircraft



As shown in Table 2, 89 aircraft are currently based at the Airport. From 2017 to 2021, the number of total aircraft based at the Airport has decreased a total of 17.6%, or a compounded annual decrease of 4.72%.

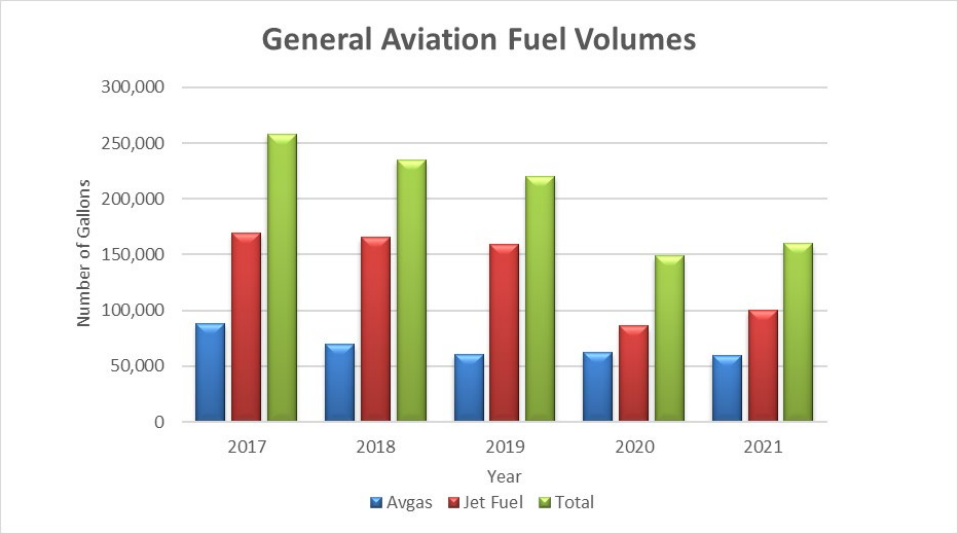
Table 2 – General Aviation Based Aircraft

General Aviation Based Aircraft							
Year	Single-engine	Multi-engine	Jet	Helicopter	Other	Total	% Change
2017	82	8	5	3	10	108	N/A
2018	69	8	6	2	10	95	-12.0%
2019	62	10	4	1	10	87	-8.4%
2020	63	9	4	4	10	90	3.4%
2021	62	10	3	4	10	89	-1.1%

D. Fuel Volumes

Figure 3 depicts total general aviation fuel volumes (by type – jet fuel and avgas) at the Airport from 2017 to 2021, as reported by Airport management.

Figure 3 – General Aviation Fuel Volumes



As depicted in Table 3, total general aviation fuel volumes decreased from 257,919 gallons in 2017 to 159,706 gallons in 2021, which represents a total decrease of 38.08% or a compounded annual decrease of 11.29%. Since 2020, total general aviation fuel volumes have increased a total of 7.5%. Additionally, approximately 65.86% of the general aviation fuel volume is jet fuel.

Table 3 – General Aviation Fuel Volumes

General Aviation Fuel Volumes				
Year	Avgas	Jet Fuel	Total	% Change
2017	88,588	169,331	257,919	N/A
2018	69,296	165,521	234,817	-9.0%
2019	60,937	159,247	220,184	-6.2%
2020	62,393	86,216	148,609	-32.5%
2021	59,346	100,360	159,706	7.5%

E. Commercial Operators

The County serves as the fixed base operator providing fueling (jet and avgas), line services, and aircraft parking (hangar and tiedown). Multiple commercial operators provide, on a combined basis, aircraft maintenance, aircraft rental, flight training, and skydiving operations.

V. SUBJECT PROPERTIES OVERVIEW

A. Subject Properties

The Subject Properties consists of aeronautical land and certain improvements located at the Airport that are leased or available for lease from the County.

The Subject Properties are summarized in Table 4. Maps and a photographic survey of the Subject Properties are provided in the Appendix.

Table 4 – Subject Properties Overview

Subject Properties Overview	
Component	Size (SF)
Community Hangar	52,800
Executive Hangar	57,234
Medium T-Hangar	21,700
Large T-Hangar	14,543
T-Hangar Storage	3,752
Office	13,070
Shop/Storage	6,700
Improved Land	Varies
Asphalt Apron	Varies
Vehicle Parking	Varies

1. Community Hangar

There is approximately 52,800 square feet of Community Hangar included in the Subject Properties. The hangars have a metal exterior, steel frame interior with insulation, fire suppression, electrical service, heating, and cooling. The property details of the Community Hangars are outlined in Table 5.

Table 5 – Community Hangar Summary

Community Hangar Summary							
Identification	Size (SF)	Door			Access	Amenities	Condition
		Type	Width (FT)	Height (FT)			
Hangar 28 (Boss Aviation)	6,800	Bi-Fold	60	24	Good	Average	Average
Hangar 29 (Food Lion)	10,000	Bi-Fold	75	27	Good	Good	Good
Hangar 33 (Heli-1 Corporation)	15,000	8-panel	120	28	Good	Excellent	Excellent
Hangar 34 (Retail)	15,000	8-panel	120	28	Good	Excellent	Excellent
Hangar 35 (SouthTec)	6,000	19-panel	60	14	Good	Average	Good
Total	**52,800**						

2. Executive Hangar

There is approximately 57,234 square feet of the Executive Hangar included in the Subject Properties. The hangars have a metal exterior, steel frame interior, fluorescent lighting, electrical service, and heating. The property details of the Executive Hangar are outlined in Table 6.

Table 6 – Executive Summary

Executive Hangar Summary								
Identification	Insulated	Size (SF)	Door			Access	Amenities	Condition
			Type	Width (FT)	Height (FT)			
Hangar 1	No	1,580	Open	46	12.5	Good	Fair **	Fair
Hangar 2	No	1,394	Open	41	12.5	Good	Fair **	Fair
Hangar 3	No	1,394	Open	40	12	Good	Fair **	Fair
Hangar 4	No	1,394	Open	40	11.5	Good	Fair **	Fair
Hangar 5	No	1,836	Open	52	16	Good	Fair **	Fair
Hangar 6	No	2,057	Open	52	15.5	Good	Fair **	Fair
Hangar 7	No	1,638	Open	42	12	Good	Fair **	Fair
Hangar 8	No	1,638	Open	42	12	Good	Fair **	Fair
Hangar 9	No	1,804	Open	40	13.5	Good	Fair **	Fair
Hangar 10	No	2,310	Open	40	13.5	Good	Fair **	Fair
Hangar 11	No	2,783	Open	60	16.5	Good	Fair **	Fair
Hangar 12a/12b	No	2,539	Open	54	14	Good	Fair **	Fair
Hangar 13a/13b	No	2,530	Open	54	13.5	Good	Fair **	Fair
Hangar 14a/14b	No	2,530	Open	54	14	Good	Fair **	Fair
Hangar 15	No	2,530	Open	54	14	Good	Fair **	Fair
Hangar 16a/16b	No	2,530	Open	58	15	Good	Fair **	Fair
Hangar 17	No	2,475	Folding*	42	14.5	Good	Fair **	Fair
Hangar 18	Yes	3,648	Bi-Fold	60	20	Good	Good	Average
Hangar 19	Yes	3,648	Bi-Fold	60	20	Good	Good	Average
Hangar 20	Yes	3,648	Bi-Fold	60	20	Good	Good	Average
Hangar 21	Yes	3,648	Bi-Fold	60	20	Good	Good	Average
Hangar 22	No	1,280	Open	12	40	Good	Fair **	Average
Hangar 23	No	1,280	Folding*	12	40	Good	Fair **	Average
Hangar 24	No	1,280	Open	12	40	Good	Fair **	Average
Hangar 25	No	1,280	Folding*	12	40	Good	Fair **	Average
Hangar 26	No	1,280	Open	12	40	Good	Fair **	Average
Hangar 27	No	1,280	Open	60	20	Good	Fair **	Average
Total		**57,234**						

* Hangar door considered a tenant improvement
** Currently or considered to be an open hangar

3. Medium T-Hangar

There is approximately 21,700 square feet of Medium T-Hangar included in the Subject Properties. The T-Hangars are fully subdivided with a metal exterior and steel frame interior, and each has electrical service, fluorescent lighting with a sliding metal door. The property details of the Medium T-Hangar are outlined in Table 7.

Table 7 – Medium T-Hangar Summary

Medium T-Hangar Summary						
Identification	Number of Units	Size Per Unit	Door Height (FT)	Access	Amenities	Condition
Hangar 40, 45, 50, 55*	4	1,085	12	Good	Good	Good
Hangar 44, 49, 54, 59*	4	1,085	12	Good	Good	Good
Hangar 41-43, 46-48, 51-53, 56-58	12	1,085	12	Good	Good	Good
Total	**20**	**21,700**				

*T-Hangar end unit with T-Hangar Storage

4. *Large T-Hangar*

There is approximately 14,453 square feet of Large T-Hangar included in the Subject Properties. The T-Hangars are fully subdivided with a metal exterior and steel frame interior, and each has electrical service, fluorescent lighting with a sliding metal door. The property details of the Large T-Hangar are outlined in Table 8.

Table 8 – Large T-Hangar Summary

Large T-Hangar Summary						
Identification	Number of Units	Size Per Unit	Door Height (FT)	Access	Amenities	Condition
Hangar 60, 65*	2	1,452	13.5	Good	Good	Good
Hangar 61-63, 66, 67	5	1,452	13.5	Good	Good	Good
Hangar 68	1	1,475	13.5	Good	Good	Good
Hangar 64, 69*	2	1,452	13.5	Good	Good	Good
Total	**10**	**14,543**				

*T-Hangar end unit with T-Hangar Storage

5. *T-Hangar Storage*

There is approximately 3,752 square feet of T-Hangar Storage included in the Subject Properties. The property details of T-Hangar storage are outlined in Table 9

Table 9 – T-Hangar Storage Summary

T-Hangar Storage Summary					
Identification	Number of Units	Size Per Unit	Access	Amenities	Condition
Hangar 40, 45, 50, 55	4	169	Good	Good	Good
Hangar 44, 49, 54, 59	4	391	Good	Good	Good
Hangar 60, 65	2	233	Good	Good	Good
Hangar 64, 69	2	523	Good	Good	Good
Total	**12**	**3,752**			

6. *Office*

There is approximately 13,070 square feet of Office included in the Subject Properties. The Office has a metal exterior, painted drywall interior, integrated or ceiling mounted fluorescent lighting, and electrical service. The property details of the Office are outlined in Table 10.

Table 10 – Office Storage Summary

Office Summary				
Identification	Size (SF)	Access	Amenities	Condition
Hangar 28 (Boss Aviation)	950	Good	Fair	Fair
Hangar 29 (Food Lion)	4,200	Good	Good*	Good*
Hangar 33 (Heli-1 Corporation)	4,200	Good	Excellent	Excellent
Hangar 34 (Retail)	120	Good	Excellent	Excellent
Hangar 35 (SouthTec)	3,600	Good	Good	Good
Total	**13,070**			

* Assumption as AMCG not able to conduct interior inspection

7. Shop/Storage

There is approximately 6,700 square feet of Shop/Storage included in the Subject Properties. The Shop/Storage has a metal exterior and a steel frame interior, integrated or ceiling mounted fluorescent lighting, and electrical service. The property details of the Shop/Storage are outlined in Table 11.

Table 11 – Shop/Storage Summary

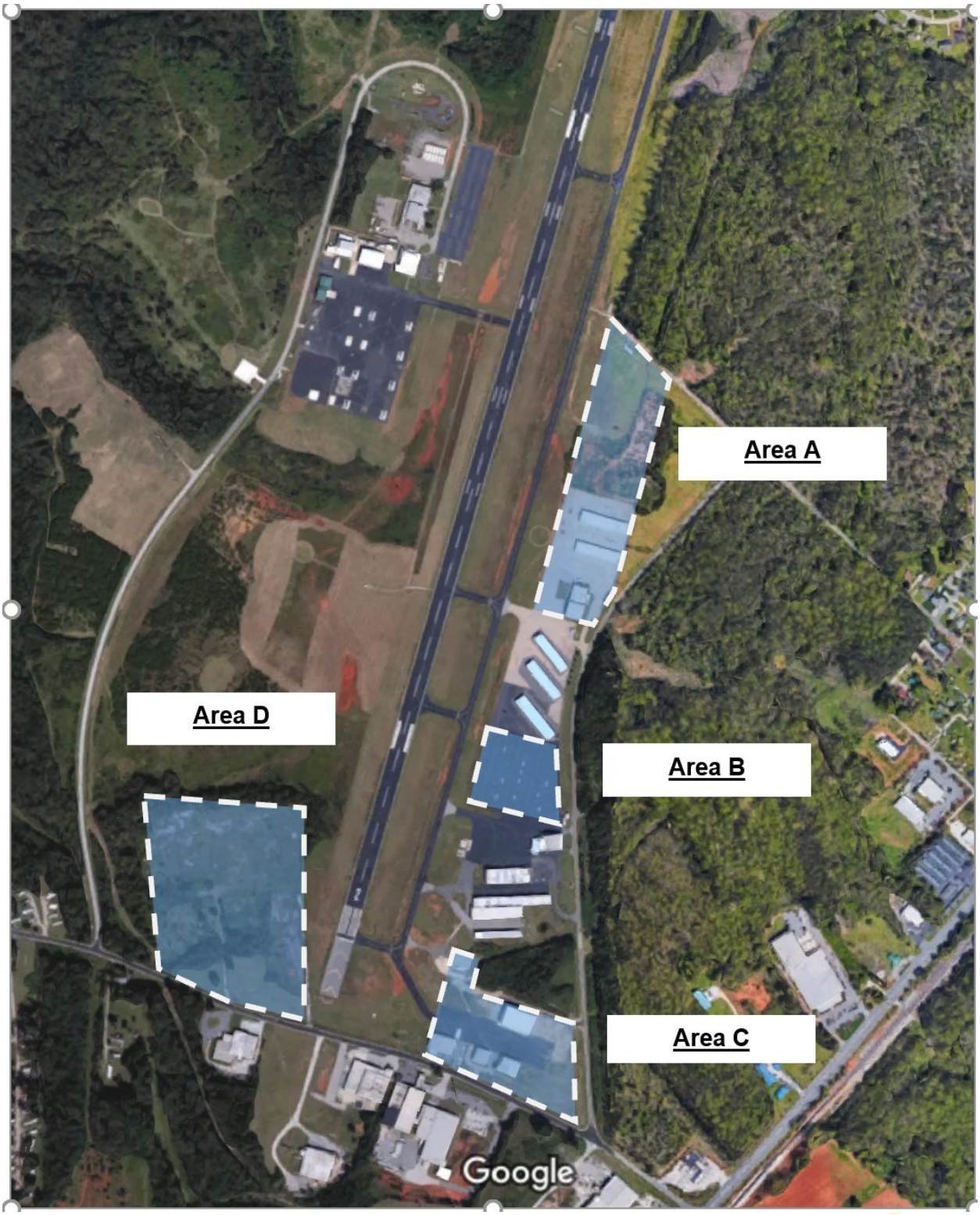
Shop/Storage Summary				
Identification	Size (SF)	Access	Amenities	Condition
Hangar 28 (Boss Aviation)	1,500	Good	Average	Average
Hangar 35 (SouthTec)	1,600	Good	Good	Average
Hangar 35 (SouthTec)	3,600	Good	Good	Average
Total	**6,700**			

8. Land, Apron, and Vehicle Parking

The Subject Properties include Aeronautical Improved Land, Asphalt Apron, and Vehicle Parking. As outlined in Figure 4, these properties have been analyzed based on four different areas (as applicable). The details of each area are described below:

- Access:
  - Area A: average
  - Area B and C: good
  - Area D: fair
- Condition (Asphalt Apron)
  - Good
- Condition (Vehicle Parking)
  - Average

Figure 4 – Land, Apron, and Vehicle Parking Map



VI. STUDY FINDINGS

Information and data from similar properties at the Airport and national, regional, comparable, National Guard, and competitive airports was analyzed to derive an opinion of market rent for the Subject Properties. The results of the analysis are summarized in this section. Definitions of the Minimum, Maximum, Mean, Standard Deviation, Median, and Range (utilized in the following tables) are provided in the Appendix.

A. National Data

Rents obtained over the last 10 years from more than 700 airports located throughout the United States were analyzed. A summary and statistical analysis of the findings for national airports is provided in Table 12.

Table 12 – National Airport Data Summary

National Airport Data Summary						
Component	Minimum	Maximum	Mean	Standard Deviation	Median	Range
Community Hangar	$0.38	$11.50	$4.10	$2.30	$3.57	$11.12
Executive Hangar	$0.11	$9.83	$4.07	$2.25	$3.84	$9.72
Medium T-Hangar	$3.38	$843.50	$349.55	$158.82	$323.00	$840.12
Large T-Hangar	$115.34	$1,276.50	$494.93	$219.61	$453.00	$1,161.16
T-Hangar Storage	$0.72	$6.52	$3.72	$2.30	$3.15	$5.80
Office	$0.50	$35.80	$5.58	$5.58	$8.00	$35.30
Shop/Storage	$0.10	$35.80	$5.80	$5.43	$4.30	$35.70
Improved Land	$0.04	$5.67	$0.40	$0.44	$0.29	$5.63
Asphalt Apron	$0.05	$5.36	$0.74	$0.83	$0.47	$5.31
Vehicle Parking	$0.07	$2.10	$0.46	$0.31	$0.40	$2.03

Rental Rates for T-Hangars are “per unit per month” (pu/mo)
All other rental rates are “per square foot per year” (psf/yr)

B. Regional Data (FAA Southern Region)

Rents obtained over the last 10 years from more than 120 airports in the FAA Southern Region (consisting of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, Tennessee, South Carolina)[3] were analyzed. A summary and statistical analysis of the findings for regional airports is provided in Table 13.

[3] While Puerto Rico and the U.S. Virgin Islands are included in the FAA Southern Region, rents from airports in these territories were not included or analyzed.

Table 13 – Regional Airport Data Summary

Regional Airport Data Summary						
Component	Minimum	Maximum	Mean	Standard Deviation	Median	Range
Community Hangar	$0.38	$8.00	$3.97	$1.89	$3.66	$7.62
Executive Hangar	$0.17	$5.50	$2.68	$1.86	$1.80	$5.33
Medium T-Hangar	$150.00	$640.00	$279.75	$157.58	$260.00	$490.00
Large T-Hangar	$250.00	$850.00	$480.95	$173.26	$470.00	$600.00
T-Hangar Storage	$6.35	$6.52	$6.44	$0.12	$6.44	$0.17
Office	$2.00	$21.97	$10.05	$4.56	$8.90	$19.97
Shop/Storage	$0.10	$16.15	$3.71	$3.06	$3.10	$16.05
Improved Land	$0.03	$1.25	$0.32	$0.19	$0.29	$1.22
Asphalt Apron	$0.07	$1.25	$0.44	$0.23	$0.40	$1.18
Vehicle Parking	$0.07	$0.90	$0.37	$0.19	$0.33	$0.83

Rental Rates for T-Hangars are “per unit per month” (pu/mo)
All other rental rates are “per square foot per year” (psf/yr)

C. Comparable Airport Data

The first step in identifying comparable airports is developing an accurate profile of the Airport. The profile was developed based on data available from various sources, including the FAA. The Airport profile provided the basis for establishing the criteria and parameters for identifying comparable airports.

The selection of comparable airports was based on aeronautical activity and infrastructure criteria including historic activity levels, total based aircraft, the absence of a control tower and presence of a precision instrument approach, runway length, total airport acreage, and FAA *National Plan of Integrated Airport Systems* (NPIAS) and FAA *General Aviation Asset Study* classification. Parameters were then established in each of these areas to facilitate the selection process.

While a total of 19 airports were considered comparable to the Airport, rental rates and useable information from 15 airports were obtained and analyzed, as shown in Table 14.

Table 14 – Comparable Airports

Comparable Airports		
Airport	**Identifier**	**Location**
Airlake Airport	LVN	Minneapolis, Minnesota
Anderson Regional Airport	AND	Anderson, South Carolina
Auburn University Regional Airport	AUO	Auburn, Alabama
Barrow County Airport	WDR	Winder, Georgia
Batten International Airport	RAC	Racine, Wisconsin
Butler Couty Regional Airport / Hogan Field	HAO	Hamilton, Ohio
Council Bluffs Municipal Airport	CBF	Council Bluffs, Iowa
Davidson County Airport	EXX	Lexington, North Carolina
Huntsville Executive Airport	MDQ	Huntsville, Alabama
Johnston Regional Airport	JNX	Smithfield, North Carolina
Livingston County Spencer J Hardy Airport	OZW	Howell, Michigan
McMinnville Municipal Airport	MMV	McMinnville, Oregon
Newton City / County Airport	EWK	Newton, Kansas
Spartanburg Downtown Memorial Airport	SPA	Spartanburg, South Carolina
Winchester Regional Airport	OKV	Winchester, Virginia

Table 15 provides a summary and statistical analysis of the findings for the comparable airports.

Table 15 – Comparable Airport Data Summary

Comparable Airport Data Summary						
Component	Minimum	Maximum	Mean	Standard Deviation	Median	Range
Community Hangar	$2.70	$4.13	$3.38	$0.62	$3.35	$1.43
Executive Hangar	$0.40	$3.67	$2.77	$1.41	$2.81	$3.27
Medium T-Hangar	$185.00	$405.00	$288.50	$78.07	$265.00	$220.00
Large T-Hangar	$250.00	$470.00	$341.43	$86.43	$315.00	$220.00
T-Hangar Storage	N/A	N/A	N/A	N/A	N/A	N/A
Office	$8.00	$14.50	$10.83	$3.33	$10.00	$6.50
Shop/Storage	N/A	N/A	N/A	N/A	N/A	N/A
Improved Land	$0.20	$0.37	$0.28	$0.06	$0.28	$0.17
Asphalt Apron	N/A	N/A	N/A	N/A	N/A	N/A
Vehicle Parking	N/A	N/A	N/A	N/A	N/A	N/A

Rental Rates for T-Hangars are “per unit per month” (pu/mo)
All other rental rates are “per square foot per year” (psf/yr)

D. National Guard Airports

In addition to the comparable and competitive airport analysis, data from a total of 9 National Guard airports was obtained and analyzed. Table 16 provides a summary and statistical analysis of the findings for the National Guard airports.

Table 16 –National Guard Airports

National Guard Airports		
Airport	**Identifier**	**Location**
Battle Creek Executive at Kellog Field	BTL	Battle Creek, Michigan
Des Moines International Airport	DSM	Des Moines, Iowa
Duluth International Airport	DLH	Duluth, Minnesota
Fort Dodge Regional Airport	FOD	Fort Dodge, Iowa
General Mitchell International Airport	MKE	Milwaukee, Wisconsin
Hector International Airport	FAR	Fargo, North Dakota
Minneapolis-Saint Paul International Airport	MSP	Minneapolis, Minnesota
Sioux Falls Regional Airport	FSD	Sioux Falls, Iowa
Sioux Gateway Airport	SUX	Sioux City, Iowa

Table 17 provides a summary and statistical analysis of the findings for the National Guard airports.

Table 17 – National Guard Airports Data Summary

National Guard Airport Data Summary						
Component	Minimum	Maximum	Mean	Standard Deviation	Median	Range
Community Hangar	$1.33	$6.75	$3.99	$2.18	$3.60	$5.42
Executive Hangar	N/A	N/A	N/A	N/A	N/A	N/A
Medium T-Hangar	$268.00	$289.00	$278.50	$14.85	$278.50	$21.00
Large T-Hangar	$295.00	$700.00	$429.29	$141.02	$430.00	$405.00
T-Hangar Storage	N/A	N/A	N/A	N/A	N/A	N/A
Office	$1.44	$7.16	$2.92	$2.10	$2.25	$5.72
Shop/Storage	$5.10	$5.10	$5.10	N/A	N/A	$0.00
Improved Land	$0.10	$0.76	$0.44	$0.22	$0.35	$0.66
Asphalt Apron	$0.25	$0.63	$0.42	$0.18	$0.38	$0.38
Vehicle Parking	$0.25	$0.25	$0.25	N/A	N/A	N/A

Rental Rates for T-Hangars are “per unit per month” (pu/mo)
All other rental rates are “per square foot per year” (psf/yr)

E. Competitive Airport Data

Typically, an airport is considered competitive if located in proximity to the Airport and serves a similar market. Each airport identified is then compared to the Airport based on (1) infrastructure and (2) available products, services, and facilities.

For the purposes of this study, airports within 35 nautical miles of the Airport were identified as being potentially competitive airports. While a total of 6 airports were considered competitive to the Airport, rental rates and useable information from 5 airports were obtained and analyzed, as shown in Table 18:

Table 18 – Competitive Airports

Competitive Airports		
Airport	**Identifier**	**Location**
Charlotte-Monroe Executive Airport	EQY	Monroe, North Carolina
Concord-Padgett Regional Airport	JQF	Concord, North Carolina
Davidson County Airport	EXX	Lexington, North Carolina
Lincolnton-Lincoln County Regional Airport	IPJ	Lincolnton, North Carolina
Smith Reynolds Airport	INT	Winston Salem, North Carolina

Table 19 provides a summary and statistical analysis of the findings for the competitive airports.

Table 19 – Competitive Airport Data Summary

Competitive Airport Data Summary						
Component	Minimum	Maximum	Mean	Standard Deviation	Median	Range
Community Hangar	$0.42	$7.50	$5.12	$1.99	$5.95	$7.08
Executive Hangar	$5.50	$5.50	$5.50	N/A	N/A	$0.00
Medium T-Hangar	$250.00	$395.00	$319.33	$72.71	$313.00	$145.00
Large T-Hangar	$340.00	$485.00	$412.50	$102.53	$412.50	$145.00
T-Hangar Storage	N/A	N/A	N/A	N/A	N/A	N/A
Office	$7.75	$8.90	$8.27	$0.46	$8.15	$1.15
Shop/Storage	$4.00	$4.75	$4.42	$0.38	$4.50	$0.75
Improved Land	$0.28	$0.35	$0.32	$0.04	$0.33	$0.07
Asphalt Apron	$0.35	$0.55	$0.45	$0.14	$0.45	$0.20
Vehicle Parking	$0.35	$0.45	$0.41	$0.05	$0.43	$0.10

Rental Rates for T-Hangars are “per unit per month” (pu/mo)
All other rental rates are “per square foot per year” (psf/yr)

VII. RENTAL RATE SUMMARY

A. Rental Rate Conclusions (By Component)

Table 20 identifies AMCG's opinion of market rent for the Subject Properties. The rental rate conclusions (effective February 21, 2022, which is consistent with the date of property inspection) are based on the analysis of the Subject Properties and the rents being charged for similar properties at the Airport and national, regional, comparable, National Guard, and competitive airports. The market rental rate conclusions are conveyed on a "per square foot per year" (psf/yr) or a "per unit per month" (pu/mo) basis.

Table 20 – Rental Rate Conclusions

Rental Rate Conclusions			
Component	Identification	Size (SF)	Market Rent Opinion
Community Hangar	Hangar 28 (Boss Aviation)	6,800	$6.10
	Hangar 29 (Food Lion)	10,000	$5.60
	Hangar 33 (Heli-1 Corporation)	15,000	$4.30
	Hangar 34 (Retail)	15,000	$4.30
	Hangar 35 (SouthTec)	6,000	$6.30
Executive Hangar	Hangar 1	1,580	$3.20
	Hangar 2	1,394	$3.20
	Hangar 3	1,394	$3.20
	Hangar 4	1,394	$3.20
	Hangar 5	1,836	$3.20
	Hangar 6	2,057	$3.20
	Hangar 7	1,638	$3.20
	Hangar 8	1,638	$3.20
	Hangar 9	1,804	$3.20
	Hangar 10	2,310	$3.20
	Hangar 11	2,783	$3.20
	Hangar 12a/12b	2,539	$3.20
	Hangar 13a/13b	2,530	$3.20
	Hangar 14a/14b	2,530	$3.20
	Hangar 15	2,530	$3.20
	Hangar 16a/16b	2,530	$3.20
	Hangar 17	2,475	$3.20
	Hangar 18	3,648	$4.45
	Hangar 19	3,648	$4.70
	Hangar 20	3,648	$4.70
	Hangar 21	3,648	$4.70
	Hangar 22	1,280	$3.40
	Hangar 23	1,280	$3.40
	Hangar 24	1,280	$3.40
	Hangar 25	1,280	$3.40
	Hangar 26	1,280	$3.40
	Hangar 27	1,280	$3.40
Medium T-Hangar	Hangar 40, 45 ,50, 55	1,085	$345.00
	Hangar 44, 49, 54, 59	1,085	$345.00
	Hangar 41-43, 46-48, 51-53, 56-58	1,085	$345.00
Large T-Hangar	Hangar 60, 65	1,452	$460.00
	Hangar 61-63, 66, 67	1,452	$460.00
	Hangar 68	1,475	$460.00
	Hangar 64, 69*	1,452	$460.00

All rental rates are "per square foot per year" (psf/yr) or a per unit per month (pu/mo)

Rental Rate Conclusions			
Component	Identification	Size (SF)	Market Rent Opinion
T-Hangar Storage	Hangar 40, 45, 50, 55	169	$4.40
	Hangar 44, 49, 54, 59	391	$4.40
	Hangar 60, 65	233	$4.40
	Hangar 64, 69	523	$4.40
Office	Hangar 28 (Boss Aviation)	950	$6.85
	Hangar 29 (Food Lion)	4,200	$8.30
	Hangar 33 (Heli-1 Corporation)	4,200	$9.00
	Hangar 34 (Retail)	120	$9.00
	Hangar 35 (SouthTec)	3,600	$8.30
Shop/Storage	Hangar 28 (Boss Aviation)	1,500	$4.60
	Hangar 35 (SouthTec)	1,600	$4.60
	Hangar 35 (SouthTec)	3,600	$4.85
Improved Land	Area A	Up to 49,000	$0.35
		50,000 to 249,999	$0.30
		250,000 to 1,000,000	$0.35
		1,000,000 and greater	$0.25
	Area B Area C	Up to 49,000	$0.35
		50,000 to 249,999	$0.35
		250,000 to 1,000,000	$0.40
		1,000,000 and greater	$0.25
	Area D	Up to 49,000	$0.35
		50,000 to 249,999	$0.35
		250,000 to 1,000,000	$0.40
		1,000,000 and greater	$0.25
Asphalt Apron	Area A	Up to 99,999	$0.50
		100,000 and greater	$0.53
	Area B Area C	Up to 99,999	$0.55
		100,000 and greater	$0.55
Vehicle Parking	N/A	Up to 99,999	$0.43
		100,000 and greater	$0.40

All rental rates are “per square foot per year” (psf/yr) or a per unit per month (pu/mo)

Throughout the following analysis, more weight has been given to the current on-Airport rental rates (not including the current rental rates being charged for the Subject Properties), comparable airports, National Guard airports, and competitive airports as the amenities and attributes and/or location of these airports and similar properties align with the Airport and the Subject Properties. As such, the rental rates at these airports are more reflective of relevant and useable data to establish rental rate conclusions for the Airport.

The average national, regional, comparable, National Guard, and competitive rental rates are representative of airport properties with the following attributes (as applicable):

- average airside and landside access,
- average amenities, and
- average condition.

Each of these attributes is rated using the following descriptors: poor, fair, average, good, and excellent. Once a base rental rate was derived for the Airport, specific conclusions were estimated for each component of the Subject Properties based on size, access, amenities, and condition (as applicable). For the purposes of this analysis, size adjustments were developed, where appropriate, based on an analysis of AMCG’s proprietary industry database (for all airports nationally). This process included an analysis of more than 4,500 data points correlating size ranges to existing rental rates compared to the national average rental rate.

1. *Community Hangar*

The results of the study indicate that the average rental rates for Community Hangar range from $3.38 psf/yr at comparable airports to $5.12 psf/yr at competitive airports. The average rental rate at regional airports was $3.97 psf/yr and $4.10 psf/yr at national airports. The average rental at National Guard Airports was $3.99 psf/yr. It is significant to note the rental rates for Community Hangar range from a minimum of $0.42 psf/yr at to a maximum of $7.50 psf/yr at competitive airports.

Based on analyzing all available data, a base rental rate of $4.50 psf/yr was derived.

The average rental rate for a Community Hangar exhibits the following size adjustments compared to the national average rental rate.

Table 21 – Community Hangar Rental Rate Size Adjustments

Rental Rate Size Adjustments	
Range (square feet)	**Adjustment (based on size)**
Up to 7,499	+30%
7,500 – 12,499	+10%
12,500 – 17,499	-30%
17,500 – 22,499	0%
22,500 – 49,999	-10%
Greater than 50,000	-5%

Utilizing the base rental rate and predicated on adjustments for size, access, amenities, and condition, the estimated rental rate conclusions are outlined in Table 22.

Table 22 – Community Hangar Conclusions Summary

Community Hangar Conclusions Summary								
Name	Size (SF)	Base Rental Rate	Adjustments				Calculated Result	Market Rent Opinion
			Size	Access	Amenities	Condition		
Hangar 28 (Boss Aviation)	6,800	$4.50	30%	5%	0%	0%	$6.08	$6.10
Hangar 29 (Food Lion)	10,000		10%	5%	5%	5%	$5.63	$5.60
Hangar 33 (Heli-1 Corporation)	15,000		-30%	5%	10%	10%	$4.28	$4.30
Hangar 34 (Retail)	15,000		-30%	5%	10%	10%	$4.28	$4.30
Hangar 35 (SouthTec)	6,000		30%	5%	0%	5%	$6.30	$6.30

All rental rates are “per square foot per year” (psf/yr)

2. *Executive Hangar*

The results of the study indicate that the average rental rates for an Executive Hangar range from $2.68 psf/yr at regional airports to $5.50 psf/yr at competitive airports. The average rental rate at comparable airports was $2.77 psf/yr and $4.07 psf/yr at national airports. No usable or relevant data was available from National Guard airports. It is significant to note the rental rates for Executive Hangar from a minimum of $0.40 psf/yr at comparable airports to a maximum of $5.50 psf/yr at competitive airports.

Based on analyzing all available data, a base rental rate of $4.25 psf/yr was derived.

The average rental rate for an Executive Hangar exhibits the following size adjustments compared to the national average rental rate.

Table 23 – Executive Hangar Rental Rate Size Adjustments

Rental Rate Size Adjustments	
Range (square feet)	**Adjustment (based on size)**
Up to 3,499	0%
3,500 – 7,499	+5%
Greater than 7,500	-20%

Utilizing the base rental rate and predicated on adjustments for size, access, amenities, and condition, the estimated rental rate conclusions are outlined in Table 24.

Table 24 – Executive Hangar Conclusions Summary

Executive Hangar Conclusions Summary								
Name	Size (SF)	Base Rental Rate	Adjustments				Calculated Result	Market Rent Opinion
			Size	Access	Amenities	Condition		
Hangar 1	1,580		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 2	1,394		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 3	1,394		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 4	1,394		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 5	1,836		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 6	2,057		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 7	1,638		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 8	1,638		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 9	1,804		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 10	2,310		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 11	2,783		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 12a/12b	2,539		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 13a/13b	2,530		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 14a/14b	2,530	$4.25	0%	5%	-25%	-5%	$3.19	$3.20
Hangar 15	2,530		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 16a/16b	2,530		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 17	2,475		0%	5%	-25%	-5%	$3.19	$3.20
Hangar 18	3,648		5%	5%	5%	0%	$4.89	$4.45
Hangar 19	3,648		5%	5%	5%	0%	$4.89	$4.70
Hangar 20	3,648		5%	5%	5%	0%	$4.89	$4.70
Hangar 21	3,648		5%	5%	5%	0%	$4.89	$4.70
Hangar 22	1,280		0%	5%	-25%	0%	$3.40	$3.40
Hangar 23	1,280		0%	5%	-25%	0%	$3.40	$3.40
Hangar 24	1,280		0%	5%	-25%	0%	$3.40	$3.40
Hangar 25	1,280		0%	5%	-25%	0%	$3.40	$3.40
Hangar 26	1,280		0%	5%	-25%	0%	$3.40	$3.40
Hangar 27	1,280		0%	5%	-25%	0%	$3.40	$3.40

All rental rates are “per square foot per year” (psf/yr)

3. Medium T-Hangar

The results of the study indicate that the average rental rates for Medium T-Hangar range from $278.50 pu/mo at National Guard Airports to $349.55 pu/mo at national airports. The average rental rate at regional airports was $279.75 pu/mo and $319.33 pu/mo at competitive airports. The average rental rate at comparable airports was $288.50 pu/mo. It is significant to note the rental rates for Medium T-Hangar range from a minimum of $185.00 pu/mo to a maximum of $405.00 pu/mo at comparable airports.

Based on analyzing all available data, a base retail rental rate of $300.00 pu/mo was derived.

Utilizing the base rental rates and predicated on adjustments for access, amenities, and condition, the estimated rental rate conclusions are outlined in Table 25.

Table 25 – Medium T- Hangar Rental Conclusions Summary

Medium T-Hangar Conclusions Summary							
Name	Size (SF)	Base Rental Rate	Adjustments			Calculated Result	Market Rent Opinion
			Access	Amenities	Condition		
Hangar 40, 45, 50, 55*	1,085	$300.00	5%	5%	5%	$345.00	$345.00
Hangar 44, 49, 54, 59*	1,085		5%	5%	5%	$345.00	$345.00
Hangar 41-43, 46-48, 51-53, 56-58	1,085		5%	5%	5%	$345.00	$345.00

All rental rates are “per unit per month” (pu/mo)

4. Large T-Hangar

The results of the study indicate that the average rental rates for Large T-Hangar range from $341.43 pu/mo at comparable airports to $494.93 pu/mo at national airports. The average rental rate at competitive airports was $412.50 pu/mo and $480.95 pu/mo at regional airports. The average rental rate at National Guard was $429.29 pu/mo. It is significant to note the rental rates for Large T-Hangar range from a minimum of $250.00 pu/mo at comparable airports to a maximum of $700.00 pu/mo at National Guard airports.

Based on analyzing all available data, a base retail rental rate of $400.00 pu/mo was derived.

Utilizing the base rental rates and predicated on adjustments for access, amenities, and condition, the estimated rental rate conclusions are outlined in Table 26.

Table 26 – Large T- Hangar Rental Conclusions Summary

Large T-Hangar Conclusions Summary							
Name	Size (SF)	Base Rental Rate	Adjustments			Calculated Result	Market Rent Opinion
			Access	Amenities	Condition		
Hangar 60, 65*	1,452	$400.00	5%	5%	5%	$460.00	$460.00
Hangar 61-63, 66, 67	1,452		5%	5%	5%	$460.00	$460.00
Hangar 68	1,475		5%	5%	5%	$460.00	$460.00
Hangar 64, 69*	1,452		5%	5%	5%	$460.00	$460.00

All rental rates are “per unit per month” (pu/mo)

5. T-Hangar Storage

The results of the study indicate that that the average rental rates for T-Hangar Storage range from $3.72 psf/yr at national airports to $6.44 psf/yr at regional airports. No usable or relevant data was available from comparable, competitive, or National Guard airports.

In addition to the above findings, a comparative analysis of the market rent opinion identified for Medium and Large T-Hangars as outlined in this *Airport Rent Study* were analyzed. The average rental rate for Medium and Large T-Hangars (on a “per square foot/year” basis) ranges from $3.74 psf/yr to $3.82 psf/yr.

Based on analyzing all available data, a base retail rental rate of $3.80 psf/yr was derived.

Utilizing the base rental rate and predicated on adjustments for size, access, amenities, and condition, the estimated rental rate conclusions are outlined in Table 27.

Table 27 – T- Hangar Storage Rental Conclusions Summary

T-Hangar Storage Conclusions Summary							
Name	Size (SF)	Base Rental Rate	Adjustments			Calculated Result	Market Rent Opinion
			Access	Amenities	Condition		
Hangar 40, 45, 50, 55	169	$3.80	5%	5%	5%	$4.37	$4.40
Hangar 44, 49, 54, 59	391		5%	5%	5%	$4.37	$4.40
Hangar 60, 65	233		5%	5%	5%	$4.37	$4.40
Hangar 64, 69	523		5%	5%	5%	$4.37	$4.40

All rental rates are “per square foot per year” (psf/yr)

6. Office

The results of the study indicate that the average rental rates for Office range from $2.92 psf/yr at National Guard airports to $10.83 psf/yr at comparable airports. The average rental rate at national airports was $5.58 psf/yr and $10.05 psf/yr at regional airports. The average rental rate at competitive airports was $8.27 psf/yr. It is significant to note the rental rates for Office range from a minimum of $1.44 psf/yr at National Guard airports to a maximum of 14.50 psf/yr at comparable airports.

In addition to the above findings, a comparative analysis of data in the national airport database was conducted. This analysis included airports where Office (associated with a hangar) and Community Hangar are both leased. Through this analysis, it was determined that an adjustment of +60% for Office exists at such airports. Applying this adjustment to the Community Hangar base rental rate ($4.50 psf/yr) would yield an Office rental rate of $7.20 psf/yr.

Based on analyzing all available data, a base rental rate of $7.20 psf/yr was derived.

The average rental rate for Office exhibits the following size adjustments compared to the national average rental rate.

Table 28 – Office Rental Rate Size Adjustments

Rental Rate Size Adjustments	
Range (square feet)	**Adjustment (based on size)**
Up to 1,999	-5%
Greater than 2,000	0%

Utilizing the base rental rate and predicated on adjustments for size, access, amenities, and condition, the estimated rental rate conclusions are outlined in Table 29.

Table 29 – Office Conclusions Summary

Office Conclusions Summary								
Name	Size (SF)	Base Rental Rate	Adjustments				Calculated Result	Market Rent Opinion
			Size	Access	Amenities	Condition		
Hangar 28 (Boss Aviation)	950	$7.20	-5%	5%	-5%	-5%	$6.84	$6.85
Hangar 29 (Food Lion)	4,200		0%	5%	5%	5%	$8.28	$8.30
Hangar 33 (Heli-1	4,200		0%	5%	10%	10%	$9.00	$9.00
Hangar 34 (Retail)	120		-5%	5%	10%	10%	$9.00	$9.00
Hangar 35 (SouthTec)	3,600		0%	5%	5%	5%	$8.28	$8.30

All rental rates are "per square foot per year" (psf/yr)

7. Shop/Storage

The results of the study indicate that the average rental rates for Shop/Storage range from $3.71 psf/yr at regional airports to $10.83 psf/yr at comparable airports. The average rental rate at competitive airports was $4.42 psf/yr and $5.10 psf/yr at National Guard airports. The average rental rate at national airports was $5.80. No usable or relevant data was available from comparable airports. It is significant to note the rental rates for Shop/Storage range from a minimum of $4.00 psf/yr at competitive airports to a maximum of $5.10 psf/yr at National Guard airports.

In addition to the above findings, a comparative analysis of data in the national airport database was conducted. This analysis included airports where Shop/Storage (associated with a hangar) and Community Hangar are both leased. Through this analysis, it was determined that an adjustment of -2.5% for Shop/Storage exists at such airports. Applying this adjustment to the Community Hangar base rental rate ($4.50 psf/yr) would yield a Shop/Storage rental rate of $4.38 psf/yr.

Based on analyzing all available data, a base rental rate of $4.40 psf/yr was derived.

The average rental rate for Shop/Storage Associated with Hangar exhibits the following size adjustments compared to the national average rental rate.

Table 30 – Shop/Storage Rental Rate Size Adjustments

Rental Rate Size Adjustments	
Range (square feet)	**Adjustment (based on size)**
Up to 1,499	+15%
Greater than 1,500	0%

Utilizing the base rental rate and predicated on adjustments for size, access, amenities, and condition, the estimated rental rate conclusions are outlined in Table 31.

Table 31 – Shop/Storage Conclusions Summary

Shop/Storage Conclusions Summary								
Name	Size (SF)	Base Rental Rate	Adjustments				Calculated Result	Market Rent Opinion
			Size	Access	Amenities	Condition		
Hangar 28 (Boss Aviation)	1,500	$4.40	0%	5%	0%	0%	$4.62	$4.60
Hangar 35 (SouthTec)	1,600		0%	5%	5%	0%	$4.84	$4.85
Hangar 35 (SouthTec)	3,600		0%	5%	5%	0%	$4.84	$4.85

All rental rates are "per square foot per year" (psf/yr)

8. *Improved Land*

The results of the study indicate that the average rental rates for Improved Land range from $0.28 psf/yr at comparable airports to $0.44 psf/yr at National Guard airports. The average rental rate at regional and competitive airports was $0.32 psf/yr and $0.40 psf/yr at national airports. It is significant to note the rental rates for Improved Land range from a minimum of $0.10 psf/yr at to a maximum of $0.76 psf/yr at National Guard airports.

Based on analyzing all available data, a base rental rate of $0.35 psf/yr was derived.

The average rental rate for Land exhibits the following size adjustments compared to the national average rental rate.

Table 32 – Land Rental Rate Size Adjustments

Rental Rate Size Adjustments	
Range (square feet)	**Adjustment (based on size)**
Up to 49,999	-5%
50,000 – 249,999	-10%
250,000 – 999,999	0%
Greater than 1,000,000	-35%

Utilizing the base rental rate and predicated on adjustments for size and access, the estimated rental rate conclusions are outlined in Table 33.

Table 33 – Improved Land Conclusions Summary

Improved Land Conclusions Summary						
Name	Size (SF)	Base Rental Rate	Adjustments		Calculated Result	Market Rent
			Size	Access		
Area A	Up to 49,000	$0.35	-5%	0%	$0.33	$0.35
	50,000 to 249,999		-10%		$0.32	$0.30
	250,000 to 1,000,000		0%		$0.35	$0.35
	1,000,000 and greater		-35%		$0.23	$0.25
Area B Area C	Up to 49,000		-5%	5%	$0.35	$0.35
	50,000 to 249,999		-10%		$0.33	$0.30
	250,000 to 1,000,000		0%		$0.37	$0.40
	1,000,000 and greater		-35%		$0.25	$0.25
Area D	Up to 49,000		-5%	5%	$0.35	$0.35
	50,000 to 249,999		-10%		$0.33	$0.35
	250,000 to 1,000,000		0%		$0.37	$0.40
	1,000,000 and greater		-35%		$0.25	$0.25

All rental rates are “per square foot per year” (psf/yr)

9. *Asphalt Apron*

The results of the study indicate that the average rental rates for Asphalt Apron range from $0.42 psf/yr at National Guard airports to $0.74 psf/yr at national airports. The average rental rate at regional airports was $0.44 psf/yr and $0.45 psf/yr at competitive airports. No usable or relevant data was available from comparable airports. It is significant to note the rental rates for Asphalt Apron range from a minimum of $0.25 psf/yr at to a maximum of $0.63 psf/yr at National Guard airports.

In addition to the above findings, a comparative analysis of data in the national airport database was conducted. This analysis included airports where Asphalt Apron and Commercial Improved Land are both leased. Through this analysis, it was determined that an adjustment of +30% for Asphalt Apron exists at such airports. Applying this adjustment to the Improved Land base rental rate ($0.35 psf/yr) would yield an Asphalt Apron rental rate of $0.45 psf/yr.

Based on analyzing all available data, a base rental rate of $0.50 psf/yr was derived.

The average rental rate for Asphalt/Concrete Apron exhibits the following size adjustments compared to the national average rental rate.

Table 34 – Asphalt Apron Rental Rate Size Adjustments

Rental Rate Size Adjustments	
Range (square feet)	**Adjustment (based on size)**
Up to 99,999	-2.5%
Greater than 100,000	0%

Utilizing the base rental rate and predicated on adjustments for size, access, and condition, the estimated rental rate conclusions are outlined in Table 35.

Table 35 – Asphalt Apron Conclusions Summary

Asphalt Apron Conclusions Summary							
Name	Size (SF)	Base Rental Rate	Adjustments			Calculated Result	Market Rent Opinion
			Size	Access	Condition		
Area A	Up to 99,999	$0.50	-2.5%	0%	5%	$0.51	$0.50
	100,000 and greater		0%			$0.53	$0.53
Area B	Up to 99,999		-2.5%	5%	5%	$0.54	$0.55
Area C	100,000 and greater		0%			$0.55	$0.55

All rental rates are “per square foot per year” (psf/yr)

10. Vehicle Parking

The results of the study indicate that the average rental rates for Vehicle Parking range from $0.25 psf/yr at National Guard airports to $0.46 psf/yr at national airports. The average rental rate at regional airports was $0.37 psf/yr and $0.41 psf/yr at competitive airports. No usable or relevant data was available from comparable airports. It is significant to note the rental rates for Vehicle Parking range from a minimum of $0.25 psf/yr at National Guard airports to a maximum of $0.45 psf/yr at competitive airports.

In addition to the above findings, a comparative analysis of data in the national airport database was conducted. This analysis included airports where Vehicle Parking and Commercial Improved Land are both leased. Through this analysis, it was determined that an adjustment of +10% for Vehicle Parking exists at such airports. Applying this adjustment to the Commercial Improved Land base rental rate ($0.35 psf/yr) would yield a Vehicle Parking rental rate of $0.38 psf/yr.

Based on analyzing all available data, a base rental rate of $0.45 psf/yr was derived.

The average rental rate for Vehicle Parking exhibits the following size adjustments compared to the national average rental rate.

Table 36 – Vehicle Parking Rental Rate Size Adjustments

Rental Rate Size Adjustments	
Range (square feet)	**Adjustment (based on size)**
Up to 49,999	0%
Greater than 50,000	-20%

Utilizing the base rental rate and predicated on adjustments for size, access, and condition, the estimated rental rate conclusions are outlined in Table 37.

Table 37 – Vehicle Parking Conclusions Summary

Vehicle Parking Conclusions Summary						
Size (SF)	Base Rental Rate	Adjustments			Calculated Result	Market Rent Opinion
		Size	Access	Condition		
Up to 99,999	$0.45	-5%	0%	0%	$0.43	$0.43
100,000 and greater		-10%			$0.41	$0.40

All rental rates are “per square foot per year” (psf/yr)

VIII. APPENDIX

A. Limiting Conditions

This report is subject to the following conditions and to other specific and limiting conditions as described by Aviation Management Consulting Group, Inc. (AMCG) in this report.

1. AMCG assumes no responsibility for matters legal in nature affecting the Subject Properties, nor does AMCG render any opinion as to the title of the Subject Properties, which are assumed to be good and marketable. All existing liens and encumbrances, if any, have been designated and the Subject Properties have been analyzed as though free and clear and held under responsible ownership and competent management.
2. Information, estimates, and opinions furnished to AMCG and contained in this report were obtained from sources considered to be reliable and are believed to be true and correct. However, AMCG assumes no responsibility for their accuracy.
3. Although dimensions were taken from a source considered reliable, this should not be construed as a survey. The exact size of the Subject Properties and legal description (as appropriate) should be verified by a licensed engineer or surveyor.
4. Unless noted in this report, the conclusions do not include contributory value of any personal property, furniture, fixtures, equipment, or on-going business value.
5. It is assumed that the utilization of the Subject Properties is within the boundaries or property lines and that there is no encroachment or trespass unless noted in this report.
6. This report is prepared for the sole, exclusive use of the client. No third parties are authorized to rely on this report without the prior written consent of AMCG.
7. It is assumed that all applicable zoning and use regulations have been complied with unless a non-conformity was stated, defined, and considered in this report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or federal government or private entity or organization have been or can be obtained or renewed for any use on which the conclusions are based.
9. Full compliance with all applicable federal, state, and local environmental regulations and laws is assumed unless noncompliance is stated, defined, and considered in this report.
10. AMCG does not have any knowledge of the existence of potentially hazardous material, gases, toxic waste, or mold on or in the Subject Properties. To AMCG's knowledge, the presence of potentially hazardous waste, materials, or gases has not been detected, or if they have been detected, it has been determined that the amount or level is considered to be safe according to standards established by the Environmental Protection Agency (EPA). However, AMCG is not qualified to detect such substances and does not make any guarantees or warranties that the Subject Properties have been tested for the presence of potentially hazardous waste materials or gases, if tested, that the tests were conducted pursuant to EPA-approved procedures. The existence of any potentially hazardous materials, gases, toxic waste, or mold may have an effect on the conclusions. An expert in this field should be retained by the client if desired.

11. AMCG is not a property or environmental inspector. The AMCG team has provided an opinion of rent. This report does not guarantee that the Subject Properties are free of defects of environmental issues. AMCG has performed an inspection of the visible and accessible areas only. AMCG is not qualified to determine the existence of mold, the cause of mold, the type of mold, or whether, if any, mold exists, the mold might pose any risk to the Subject Properties or its inhabitants. Mold may be present in areas of the Subject Properties, including areas AMCG could not see. A professional property inspector or environmental inspection is recommended.
12. It is assumed the Subject Properties will have an adequate supply of energy in the future.
13. The American with Disabilities Act (ADA) became effective January 26, 1992. AMCG has not made a specific compliance survey and analysis of the Subject Properties to determine if the Subject Properties are in conformity with the various detailed analysis of the requirements of the ADA. It is possible that a compliance survey of the Subject Properties together with a detailed analysis of the requirements of the ADA could reveal that the Subject Properties are not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative impact on the conclusion. Since AMCG has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA was not considered in the analysis.
14. AMCG assumes there are no hidden or unapparent conditions of the Subject Properties, subsoil, or structures that would render the Subject Properties more or less valuable. AMCG assumes no responsibility for such conditions or for engineering that might be required to discover such factors.
15. No requirements shall be made of AMCG to give testimony or appear in court by reason of this report of the Subject Properties in question, unless arrangements have been made previously. If any courtroom or administrative testimony is required in connection with this report, additional fees and expenses shall be charged for those services.
16. Possession of this report, or copy hereof, does not carry with it the right of publication nor may it be used for any purpose whatsoever by any entity but the client without the prior written consent of AMCG and the client.
17. Neither all nor any part of the contents of this report shall be disseminated to the public through advertising media or public means of communication without the prior written consent of AMCG and the client.
18. AMCG's inspection of the site shall in no way be constructed as an engineering inspection for structural soundness, physical condition, or for the condition of the mechanical systems.

B. Definitions and Acronyms

- Commercial – An activity undertaken with the intent to generate and/or secure earnings, income, or compensation (including exchange or barter of goods or services), and/or profit, whether or not such objectives are accomplished.
- Community Hangar – A square or rectangular-shaped hangar which is typically connected to other facilities (primarily to lean-to structures and/or FBO terminal buildings). Community Hangars, which typically range in size from 75 feet by 75 feet to upwards of 100,000 square feet per building. Community Hangars can accommodate multiple aircraft of various sizes and configurations which are owned by more than one company or individual.
- Executive Hangar – A square or rectangular-shaped hangar designed to accommodate the proprietary aircraft operations of a single company or individual. Executive Hangars (typically smaller than 100 feet by 100 feet) are typically larger than T-Hangars and smaller than Community Hangars. These hangars may have associated shop, office, and storage areas located within or adjacent to the footprint of the hangar.
- Improved Land – Airport land having access (airside and landside) and utilities to the property boundary.
- Itinerant – Aircraft operations terminated at an airport which (1) arrive from outside the airport area or (2) depart the airport and leave the airport area.
- Local – Aircraft operations which (1) remain in the local traffic pattern, (2) execute simulated instrument approaches or low passes at an airport, or (3) operate to or from an airport and a designated practice area within a 20-mile radius of the Air Traffic Control Tower.
- ILS – Instrument Landing System.
- LOC – Localizer.
- Maximum – Maximum value present in the data range.
- Mean – Arithmetic average of all data in the data range.
- Median – Value wherein half of the data points in the number series are below while half of the data points in the number series are above.
- Minimum – Minimum value present in the data range.
- NDB – Non-directional beacon.
- Office Associated with Hangar – Office space connected to a Hangar that is typically utilized to conduct business and administrative related functions.
- Non-Commercial – Not for the purpose of securing earnings, income, compensation (including exchange or barter of goods and services), and/or profit.
- Range – Mathematical difference between the maximum and minimum values of the data range.
- RNAV – GPS – Area navigation-global positioning system.
- Shop/Storage Associated with Hangar – Shop/storage space connected to a Hangar that is typically utilized to conduct maintenance and repair related functions or storage of materials and equipment.
- Standard Deviation – Statistical method designed to mathematically measure the variability in a set of data points. The calculated figure for standard deviation is indicative of the relative distance between the mean and every data point. For a normally distributed data range, approximately 68% of the data points would fall within one standard deviation of the mean, as illustrated by a normal bell curve. Similarly, approximately 95% of the data points would fall within two standard deviations, while approximately 99.7% of the data points would fall within three standard deviations of the mean. Assuming the data points from the airports are representative of the population and the population follows a normal bell curve, the calculated standard deviation values would illustrate the relative variability in data points (i.e., how close these data points are to the mean).

- T-Hangar - A Hangar that typically has the capacity to store only one aircraft, usually not larger than a cabin class multi-engine aircraft. This type of hangar derives its name from its shape (in the form of a "T") which increases the efficiency of the design so as to accommodate the wingspan and the tail section of an aircraft. T-Hangars may be stand-alone structures, or they may be combined and "nested" so that the tail sections of the "T" configuration interlock to form a single congruous structure.
  - Medium T-Hangar - Typically ranges from 1,000 square feet up to 1,300 square feet with a door width ranging from 40 feet up to 45 feet and a door height which can accommodate most light multi-engine piston-powered aircraft (e.g., Cessna 310, Diamond Twin Star, Piper Seminole and Seneca, etc.).
  - Large T-Hangar - Typically ranges from 1,300 square feet up to 2,000 square feet with a door width ranging from 45 feet up to 55 feet and a door height which can accommodate most multi-engine piston-powered aircraft and similarly sized turbine-powered aircraft (e.g., Cessna 421, Piper Cheyenne, Piper Malibu, etc.).
- T-Hangar Storage – Storage areas located on the end of a T-Hangar row which are typically fully subdivided from the adjacent T-Hangar and accessed through an overhead door and/or pedestrian door.

C. Subject Properties Identification Map

Figure 5 – Northeast Quadrant

For reference purposes only

Figure 6 – Southeast Quadrant

For reference purposes only

Figure 7 – Southwest Quadrant (Piedmont Skydiving)

For reference purpose only

D. Subject Properties Photographic Survey

Community Hangar
Hangar 28

Community Hangar
Hangar 29

Community Hangar
Hangar 33

Community Hangar
Hangar 33

Community Hangar
Hangar 34

Community Hangar
Hangar 34

Community Hangar
Hangar 35

Executive Hangar
Open Hangar 1

Executive Hangar
Open Hangar 11

Executive Hangar
Open Hangar 22

Executive Hangar
Hangar 18

Executive Hangar
Hangar 19

Medium T-Hangar

Medium T-Hangar

Large T-Hangar

Large T-Hangar

T-Hangar Storage

Office
Hangar 28

Office
Hangar 33

Office
Hangar 34

Shop/Storage
Hangar 28

Asphalt Apron

AMCG

Aviation Management Consulting Group

Airport Rent Study Comparison

Rowan County

Mid-Carolina Regional Airport

April 20, 2023

Table 1: Hangar 1 – Hangar 35

Rental Rate Comparison												
Identification	Component	Door Basis	Size (SF)	County Current Rent				AMCG Market Rent Opinion				Percent Change
				Rent Type	PU/MO	PSF/YR	Annual Rent	Rent Type	PU/MO	PSF/YR	Annual Rent	
Hangar 1	Executive Hangar	Open	1,580	Improvement	$174.00	$1.32	$2,088.00	Improvement	$421.33	$3.20	$5,056.00	142%
Hangar 2		Open	1,394	Improvement	$153.00	$1.32	$1,836.00	Improvement	$371.73	$3.20	$4,460.80	143%
Hangar 3		Open	1,394	Improvement	$153.00	$1.32	$1,836.00	Improvement	$371.73	$3.20	$4,460.80	143%
Hangar 4		Open	1,394	Improvement	$153.00	$1.32	$1,836.00	Improvement	$371.73	$3.20	$4,460.80	143%
Hangar 5		Open	1,836	Improvement	$201.00	$1.31	$2,412.00	Improvement	$489.60	$3.20	$5,875.20	144%
Hangar 6		Open	2,057	Improvement	$226.00	$1.32	$2,712.00	Improvement	$548.53	$3.20	$6,582.40	143%
Hangar 7		Open	1,638	Improvement	$181.00	$1.33	$2,172.00	Improvement	$436.80	$3.20	$5,241.60	141%
Hangar 8		Open	1,638	Improvement	$181.00	$1.33	$2,172.00	Improvement	$436.80	$3.20	$5,241.60	141%
Hangar 9		Open	1,804	Improvement	$198.00	$1.32	$2,376.00	Improvement	$481.07	$3.20	$5,772.80	143%
Hangar 10		Open	2,310	Improvement	$174.00	$0.90	$2,088.00	Improvement	$616.00	$3.20	$7,392.00	254%
Hangar 11		Open	2,783	Improvement	$305.00	$1.32	$3,660.00	Improvement	$742.13	$3.20	$8,905.60	143%
Hangar 12a/12b		Open	2,539	Improvement	$278.00	$1.31	$3,336.00	Improvement	$677.07	$3.20	$8,124.80	144%
Hangar 13a/13b		Open	2,530	Improvement	$278.00	$1.32	$3,336.00	Improvement	$674.67	$3.20	$8,096.00	143%
Hangar 14a/14b		Open	2,530	Improvement	$278.00	$1.32	$3,336.00	Improvement	$674.67	$3.20	$8,096.00	143%
Hangar 15		Open	2,530	Improvement	$278.00	$1.32	$3,336.00	Improvement	$674.67	$3.20	$8,096.00	143%
Hangar 16a/16b		Open	2,530	Improvement	$278.00	$1.32	$3,336.00	Improvement	$674.67	$3.20	$8,096.00	143%
Hangar 17		Open	2,475	Improvement	$272.00	$1.32	$3,264.00	Improvement	$660.00	$3.20	$7,920.00	143%
Hangar 18		Enclosed	3,648	Improvement	$800.00	$2.63	$9,600.00	Improvement	$1,352.80	$4.45	$16,233.60	69%
Hangar 19		Enclosed	3,648	Improvement	$725.00	$2.38	$8,700.00	Improvement	$1,428.80	$4.70	$17,145.60	97%
Hangar 20		Enclosed	3,648	Improvement	$1,363.00	$4.48	$16,356.00	Improvement	$1,428.80	$4.70	$17,145.60	5%
Hangar 21		Enclosed	3,648	Improvement	$750.00	$2.47	$9,000.00	Improvement	$1,428.80	$4.70	$17,145.60	91%
Hangar 22		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 23		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 24		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 25		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 26		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 27		Open	1,280	Improvement	$142.00	$1.33	$1,704.00	Improvement	$362.67	$3.40	$4,352.00	155%
Hangar 28 (Boss Aviation)	Community Hangar Office Shop/Storage	Enclosed	6,800 950 1,500	Improvement	$2,373.93	$3.08	$28,487.16	Improvement	$3,456.67 $542.29 $575.00	$6.10 $6.85 $4.60	$54,887.50	93%
Hangar 29 (Food Lion)	Community Hangar Office	Enclosed	10,000 4,200	Improvement	N/A	N/A	N/A	Improvement	$4,666.67 $2,905.00	$5.60 $8.30	$90,860.00	N/A
Hangar 30	Improved Land	N/A	5,875	Land	$105.38	$0.22	$1,264.56	Land	N/A	$0.35	$2,056.17	63%
Hangar 31	Improved Land	N/A	8,408	Land	$150.82	$0.22	$1,809.84	Land	N/A	$0.35	$2,942.80	63%
Hangar 33 (Heli-1 Corporation)	Community Hangar Office	Enclosed	15,000 4,200	Improvement	$1,751.00	$1.09	$21,012.00	Improvement	$5,375.00 $3,150.00	$4.30 $9.00	$102,300.00	387%
Hangar 34 (Retail)	Community Hangar Office	Enclosed	15,000 120	Improvement	$1,453.88	$1.15	$17,446.56	Improvement	$5,375.00 $90.00	$4.30 $9.00	$65,580.00	276%
Hangar 35 (SouthTec)	Community Hangar Office Shop/Storage Shop/Storage	Enclosed	6,000 3,600 1,600 3,600	Land	$333.11	$0.27	$3,997.32	Improvement	$3,150.00 $2,490.00 $613.33 $1,455.00	$6.30 $8.30 $4.60 $4.85	$92,500.00	N/A

Table 2: Hangar 40 – Hangar 69

Rental Rate Comparison												
Identification	Component	Door Basis	Size (SF)	County Current Rent				AMCG Market Rent Opinion				Percent Change
				Rent Type	PU/MO	PSF/YR	Annual Rent	Rent Type	PU/MO	PSF/YR	Annual Rent	
Hangar 40	Medium T-Hangar	Enclosed	1,085	Improvement	$279.00	$2.67	$3,348.00	Improvement	$345.00	$3.82	$4,883.60	46%
	T-Hangar Storage		169						$61.97	$4.40		
Hangar 41	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 42	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 43	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 44	Medium T-Hangar	Enclosed	1,085	Improvement	$289.00	$2.35	$3,468.00	Improvement	$345.00	$3.82	$5,860.40	69%
	T-Hangar Storage		391						$143.37	$4.40		
Hangar 45	Medium T-Hangar	Enclosed	1,085	Improvement	$279.00	$2.67	$3,348.00	Improvement	$345.00	$3.82	$4,883.60	46%
	T-Hangar Storage		169						$61.97	$4.40		
Hangar 46	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 47	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 48	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 49	Medium T-Hangar	Enclosed	1,085	Improvement	$302.50	$2.46	$3,630.00	Improvement	$345.00	$3.82	$5,860.40	61%
	T-Hangar Storage		391						$143.37	$4.40		
Hangar 50	Medium T-Hangar	Enclosed	1,085	Land	$10.00	$0.10	$120.00	Improvement	$345.00	$3.82	$4,883.60	N/A
	T-Hangar Storage		169						$61.97	$4.40		
Hangar 51	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 52	Medium T-Hangar	Enclosed	1,085	Land	$10.00	$0.11	$120.00	Improvement	$345.00	$3.82	$4,140.00	N/A
Hangar 53	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 54	Medium T-Hangar	Enclosed	1,085	Improvement	$289.00	$2.35	$3,468.00	Improvement	$345.00	$3.82	$5,860.40	69%
	T-Hangar Storage		391						$143.37	$4.40		
Hangar 55	Medium T-Hangar	Enclosed	1,085	Improvement	$279.00	$2.67	$3,348.00	Improvement	$345.00	$3.82	$4,883.60	46%
	T-Hangar Storage		169						$61.97	$4.40		
Hangar 56	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 57	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 58	Medium T-Hangar	Enclosed	1,085	Improvement	$263.00	$2.91	$3,156.00	Improvement	$345.00	$3.82	$4,140.00	31%
Hangar 59	Medium T-Hangar	Enclosed	1,085	Land	$10.00	$0.08	$120.00	Improvement	$345.00	$3.82	$5,860.40	N/A
	T-Hangar Storage		391						$143.37	$4.40		
Hangar 60	Large T-Hangar	Enclosed	1,452	Improvement	$315.00	$2.24	$3,780.00	Improvement	$460.00	$3.80	$6,545.20	73%
	T-Hangar Storage		233						$85.43	$4.40		
Hangar 61	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 62	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 63	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 64	Large T-Hangar	Enclosed	1,452	Improvement	$342.00	$2.08	$4,104.00	Improvement	$460.00	$3.80	$7,821.20	91%
	T-Hangar Storage		523						$191.77	$4.40		
Hangar 65	Large T-Hangar	Enclosed	1,452	Improvement	$315.00	$2.24	$3,780.00	Improvement	$460.00	$3.80	$6,545.20	73%
	T-Hangar Storage		233						$85.43	$4.40		
Hangar 66	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 67	Large T-Hangar	Enclosed	1,452	Improvement	$289.00	$2.39	$3,468.00	Improvement	$460.00	$3.80	$5,520.00	59%
Hangar 68	Large T-Hangar	Enclosed	1,476	Improvement	$289.00	$2.35	$3,468.00	Improvement	$460.00	$3.74	$5,520.00	59%
Hangar 69	Large T-Hangar	Enclosed	1,452	Improvement	$342.00	$2.08	$4,104.00	Improvement	$460.00	$3.80	$7,821.20	91%
	T-Hangar Storage		523						$191.77	$4.40		

Table 3: Land, Apron, and Vehicle Parking

Rental Rate Comparison													
Identification	Component	Door Basis	Size (SF)	County Current Rent				AMCG Market Rent Opinion				Percent Change
				Rent Type	PU/MO	PSF/YR	Annual Rent	Rent Type	PU/MO	PSF/YR	Annual Rent	
Area A	Improved Land		Up to 49,000	N/A				Improved Land	N/A	$0.35	N/A	
			50,000 to 249,999							$0.30		
			250,000 to 1,000,000							$0.35		
			1,000,000 and greater							$0.25		
Area B Area C			Up to 49,000						N/A	$0.35	N/A	
			50,000 to 249,999							$0.35		
			250,000 to 1,000,000							$0.40		
			1,000,000 and greater							$0.25		
Area D			Up to 49,000						N/A	$0.35	N/A	
			50,000 to 249,999							$0.35		
			250,000 to 1,000,000							$0.40		
			1,000,000 and greater							$0.25		
Area A	Asphalt Apron		Up to 99,999	N/A				Asphalt Apron	N/A	$0.50	N/A	
			100,000 and greater							$0.53		
Area B Area C			Up to 99,999	N/A					N/A	$0.55	N/A	
			100,000 and greater							$0.55		
N/A	Vehicle Parking		Up to 99,999	N/A				Vehicle Parking	N/A	$0.43	N/A	
			100,000 and greater							$0.40		

CONSULTING SERVICES

Mid-Carolina Regional Airport (RUQ)
Salisbury, North Carolina

May 1, 2023

MID CAROLINA REGIONAL AIRPORT
Be an original.

Rowan County Board of Commissioners Meeting

AMCG

INTRODUCTIONS

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AMCG Services, Support, and Resources	Airports	Aviation Businesses	Agencies	Associations	Industry Stakeholders
Strategic Planning/Business Planning	✈	✈	✈	✈	
Primary Management and Compliance Documents	✈	✈	✈	✈	
Rent Study	✈	✈	✈	✈	✈
Fee Study	✈		✈	✈	
Appraisal	✈	✈		✈	✈
Valuation	✈	✈			✈
Transaction Services	✈	✈			
RFP Development and Proposal Evaluation	✈		✈	✈	
RFP Proposal Development		✈		✈	✈
Agreement Development and Negotiation	✈	✈	✈	✈	✈
Through-the-Fence Assessment	✈	✈	✈		✈
Assessment	✈	✈	✈		
Market Assessment/Feasibility Study	✈	✈	✈	✈	✈
Regulatory Compliance	✈	✈	✈	✈	✈
Interim Management and Transition Services	✈	✈			
Land Use, Site Planning, Facility Programming	✈	✈			✈
Marketing and Business Development	✈	✈		✈	
Litigation Support and Expert Testimony	✈	✈	✈	✈	✈

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AGENDA

- Key Background
- Scope of Services
  - Element 1: Airport Assessment
  - Element 2: PMCDs
  - Element 3: Airport Advisory Body Bylaws
  - Element 4: Airport Rent Study
  - Element 5: Airport Fee Study
- Recommendations
- Questions and Answers

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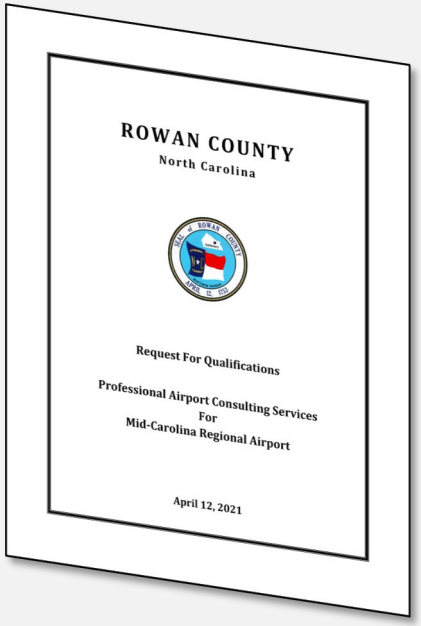
KEY BACKGROUND



- **Request for Qualifications** identified a "comprehensive analysis of the safety, general aviation operations, and governance of the Mid-Carolina Regional Airport.

- **Airport Sponsor Assurances**

  - To secure Airport Improvement Program (AIP) funds (a grant), an airport sponsor is required to give certain assurances to the FAA known as the Airport Sponsor Assurances.
    - Grant Assurance 19: **Operation and Maintenance**
    - Grant Assurance 22: **Economic Non-Discrimination**
    - Grant Assurance 23: **Exclusive Rights**
    - Grant Assurance 24: **Fee and Rental Structure**

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SCOPE OF SERVICES

- Element 1: Airport Assessment
- Element 2: Primary Management and Compliance Documents (PMCDs)
- Element 3: Airport Advisory Body Bylaws
- Element 4: Airport Rent Study
- Element 5: Airport Fee Study

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SCHEDULE OVERVIEW

- Final Service Agreement (dated 08/25/2021)
- Information Request (dated 10/14/2021)
- Project Initialization Meeting (conducted 10/21/2021)
- Information Collection (10/14/2021 – 11/09/2021)
- Site Visit (02/21/2022 – 02/23/2022)
- Tenant Survey (07/25/2022 -08/09/2022)
- Public Review Process (11/28/2022 – 12/28/2022)
- **County Commissioner Meeting (05/01/2023)**

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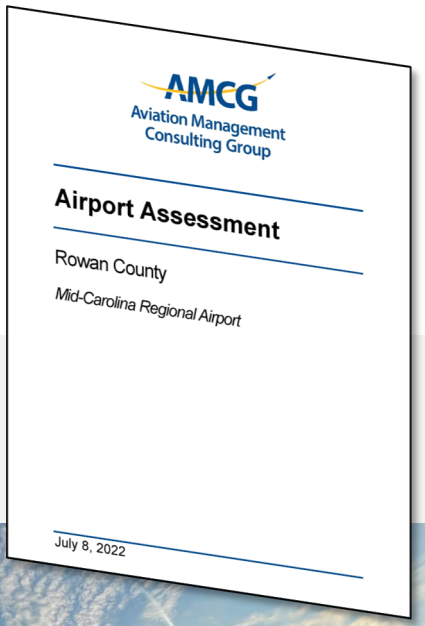
ELEMENT 1: AIRPORT ASSESSMENT
Background



- Airport Tenant Interviews and Survey
- Assessment and evaluation of:
  - Airport organization
  - Planning/management/compliance
  - Operations
  - Airside/landside infrastructure
  - Aviation products, services, facilities
  - Airport and community environment
  - Financial systems and performance

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Purpose: identify significant findings and observations to enhance the performance of the Airport

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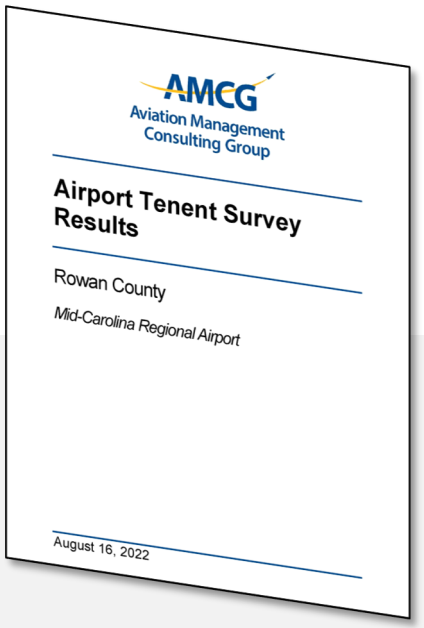
ELEMENT 1: AIRPORT ASSESSMENT
Stakeholder Input



- **Airport Tenant Survey**
  - Purpose: obtain input on operation and management while identifying strengths and weaknesses
  - Schedule: 07/25/2022 – 08/09/2022
  - Participants: commercial operators (4) and based tenants (22)
  - Key Comments
    - Overall satisfaction with FBO products and services
    - Desire additional aircraft storage options
    - Strengths:
      - Airport management and staff
      - Infrastructure and fuel pricing
    - Weaknesses:
      - Availability of hangars and skydiving operations
      - County policies and effectiveness of Advisory Body

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ELEMENT 1: AIRPORT ASSESSMENT
Overview

Short-Term Recommendations

- Agreement compliance review
- Agreement templates
- Accounting protocols
- Fuel pricing program
- FBO services enhancements
- Airfield inspection protocols
- Tenant and community engagement
- Leasing/Rents and Fees Policy
- Annual hangar inspection protocols

Long-Term Recommendations

- Terminal area plan
- Airport operations manual
- Airport master plan
- North T-hangars (T1-T20) agreement
- Environmental compliance
- Information management system
- Security enhancements
- Airport staffing plan
- Inclement weather procedures*
- Air Traffic Control Development

Current Initiatives: revenue enhancements, Rules and Regulations, Minimum Standards, Airport Advisory Body Bylaws

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ELEMENT 2: RULES AND REGULATIONS
Background

Definition
- Sets forth the **rules** and **regulations** for the **safe**, **orderly**, and **efficient** use of the Airport
- Conveys general provisions and definitions (key terms)

Role/Purpose
- Protects the public health, safety, interest, and welfare on the Airport
  - *Applies to all persons using the Airport – at all times – for any purpose*

Purpose: develop new Airport Rules and Regulations

Process: tenant interviews, public review, comment response

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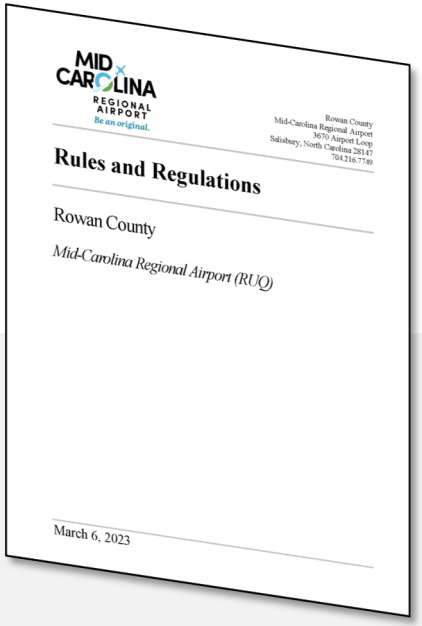
ELEMENT 2: RULES AND REGULATIONS
Overview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Rowan County
Mid-Carolina Regional Airport
3670 Airport Loop
Salisbury, North Carolina 28147
704.216.7749

Rules and Regulations

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

- **Document Structure**
  - Introduction, General, Aircraft, Vehicles, Tenant, Aviation Fueling, General Provisions, Definitions
- **Supporting Documents**
  - General Aviation Operator and Lessee Application
  - Supplemental Information Request
  - Non-Commercial Self Fueling Permit
  - Special Events Permit
- **Key Implications**
  - Aircraft maintenance and use of County-owned hangars
  - Non-Commercial Flying Club structure
  - Skydiving approval mechanisms and compliance requirements
  - Non-Commercial Self-Fueling compliance requirements
  - Based aircraft registration and non-airworthy aircraft

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ELEMENT 2: MINIMUM STANDARDS
Background

Definition

Sets forth the **minimum requirements** that need to be **met** to **engage** in **commercial aeronautical activities** at the Airport

Role/Purpose

- Establishes **consistent threshold requirements** – which **levels the playing field** and **promotes fair competition** among operators (minimum "ante")
  - *Applies to entities who want to engage in commercial aeronautical activities at the Airport*

Purpose: develop new Airport Minimum Standards

Process: tenant interviews, questionnaires, public review, comment response

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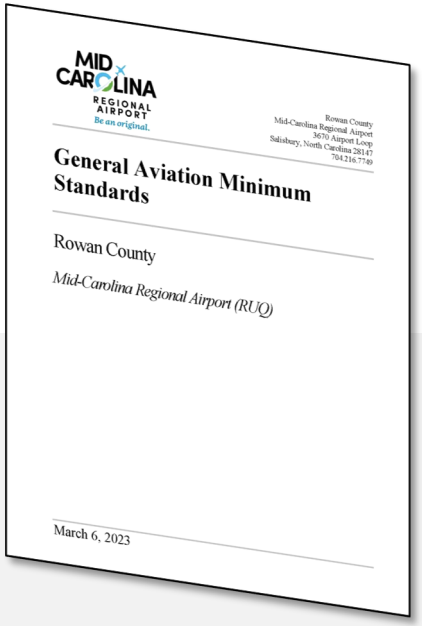
ELEMENT 2: MINIMUM STANDARDS
Overview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3670 Airport Loop
Salisbury, North Carolina 28147
704.216.7749

General Aviation Minimum Standards

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

- **Document Structure**
  - Introduction, General Requirements, Aircraft Maintenance, Avionics/Instruments Maintenance, Aircraft Rental/Flight Training, Charter/Management, Sales, Independent Operators, Commercial Skydiving, Other, Temporary, Commercial Operator Permit
- **Supporting Documents**
  - Commercial Operator Permit
- **Key Implications**
  - Utilization of SASO rather than LFBO
  - Agreement requirement for commercial activities
  - Structure for independent operators (aircraft maintenance and flight training)
  - Introduction of Commercial Operator Permit

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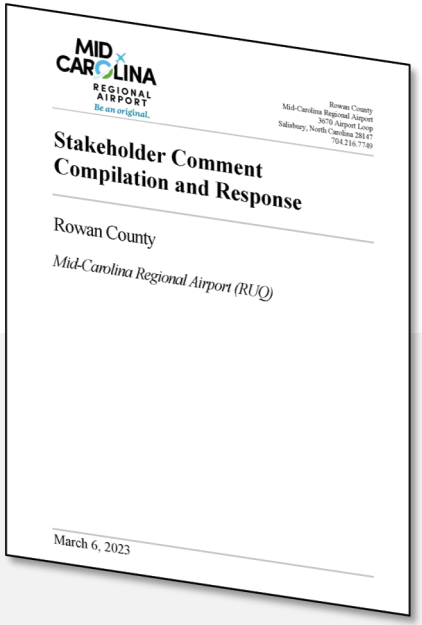
ELEMENT 2: PMCDs
Stakeholder Input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704.216.7749

Stakeholder Comment Compilation and Response

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

- **Stakeholder Comment Compilation and Response**
  - Purpose: obtain input draft Rules and Regulations and draft Minimum Standards
  - Schedule: 11/28/2022 – 12/28/2022
  - Participants: Airport Advisory Body and tenants
  - Key Comments
    - Feels a bit "big" – seems larger than works for the Airport
    - Concern of how rules and requirements impact users
    - Concern for County overreach into Operator pricing
    - Specific identification of County proprietary exclusive rights
    - Non-Commercial Flying Club structure

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ELEMENT 3: AIRPORT ADVISORY BODY BYLAWS
Background

- Established on February 16, 2009, and last amended on January 20, 2020
- Established to assist and advise Board of Commissioners and County officials
- Ensure Airport is maintained and developed in high-quality manner and is a good neighbor

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Purpose: ensure alignment with intent and purpose, increase effectiveness

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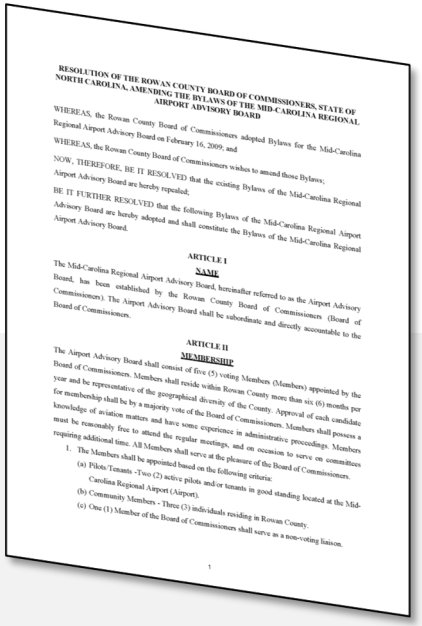
ELEMENT 3: AIRPORT ADVISORY BODY BYLAWS
Overview



RESOLUTION OF THE ROWAN COUNTY BOARD OF COMMISSIONERS, STATE OF NORTH CAROLINA, AMENDING THE BYLAWS OF THE MID-CAROLINA REGIONAL AIRPORT ADVISORY BOARD

WHEREAS, the Rowan County Board of Commissioners adopted Bylaws for the Mid-Carolina Regional Airport Advisory Board on February 16, 2009; and

WHEREAS, the Rowan County Board of Commissioners wishes to amend those Bylaws;

NOW, THEREFORE, BE IT RESOLVED that the existing Bylaws of the Mid-Carolina Regional Airport Advisory Board are hereby repealed;

BE IT FURTHER RESOLVED that the following Bylaws of the Mid-Carolina Regional Airport Advisory Board are hereby adopted and shall constitute the Bylaws of the Mid-Carolina Regional Airport Advisory Board.

ARTICLE I
NAME

The Mid-Carolina Regional Airport Advisory Board, hereinafter referred to as the Airport Advisory Board, has been established by the Rowan County Board of Commissioners (Board of Commissioners). The Airport Advisory Board shall be subordinate and directly accountable to the Board of Commissioners.

ARTICLE II
MEMBERSHIP

The Airport Advisory Board shall consist of five (5) voting Members (Members) appointed by the Board of Commissioners. Members shall reside within Rowan County more than six (6) months per year and be representative of the geographical diversity of the County. Approval of each candidate for membership shall be by a majority vote of the Board of Commissioners. Members shall possess a knowledge of aviation matters and have some experience in administrative proceedings. Members must be reasonably free to attend the regular meetings, and on occasion to serve on committees requiring additional time. All Members shall serve at the pleasure of the Board of Commissioners.

1. The Members shall be appointed based on the following criteria:
   (a) Pilots/Tenants -Two (2) active pilots and/or tenants in good standing located at the Mid-Carolina Regional Airport (Airport).
   (b) Community Members - Three (3) individuals residing in Rowan County.
   (c) One (1) Member of the Board of Commissioners shall serve as a non-voting liaison.

1

Key Implications

- Enhancements to membership criteria
- Meeting frequency adjustments
- Clarifications to meeting attendance
- Responsibility to review plans, policies, special events, agreements, and development at the discretion of the Airport Director

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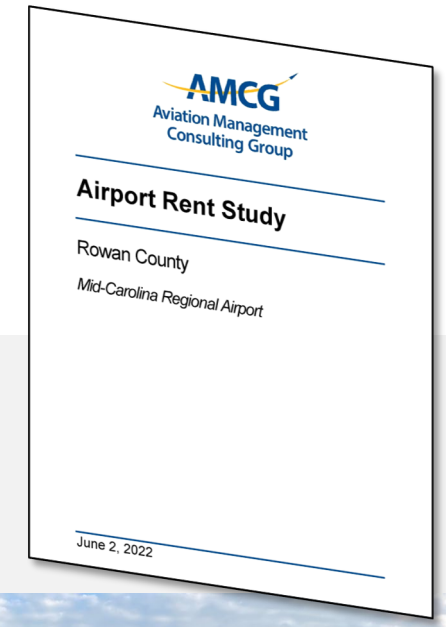
ELEMENT 4: AIRPORT RENT STUDY

Background and Process

- Public outreach and site inspection
- Develop Airport profile
- Identify comparable, competitive, and National Guard airports
- Obtain rental rates for aeronautical uses from the comparable, competitive, and National Guard airport
- Analyze the data (including AMCG national and regional data)
- Analyze national and regional data
- Develop opinion of market rent



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ELEMENT 4: AIRPORT RENT STUDY

Basis for Research Airports

Comparable Airports

- No Airport Traffic Control Tower
- Precision approach
- Runway length
- Acreage
- FAA NPIAS classification

Subject Airport	GA Itinerant Operations	GA Total Operations	Based Aircraft
High	42,000	75,000	125
Operations	25,000	51,000	90
Low	12,000	25,000	60

Competitive Airports

- Distance (40 **nautical miles** and 1 hour **drive time**)

National Guard Airports

- Battle Creek, Des Moines, Duluth, Fort Dodge, Milwaukee, Fargo, Minneapolis, Sioux Falls, Sioux City

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ELEMENT 4: AIRPORT RENT STUDY

Findings

Component	Current Rental Rates	Market Rent Opinion
Community Hangar	$1.09 - $3.08	$4.30 - $6.30
Executive Hangar	$0.90 - $4.48	$3.20 - $4.70
Medium T-Hangar	$263.00- $302.50	$345.00
Large T-Hangar	$289.00 - $342.00	$460.00
T-Hangar Storage	Included in hangar rent	$4.40
Office	Included in hangar rent	$6.85 - $9.00
Shop/Storage	Included in hangar rent	$4.60 - $4.85
Improved Land	N/A	$0.25 - $0.40
Asphalt Apron	N/A	$0.50 - $0.55
Vehicle Parking	N/A	$0.40 - $0.43

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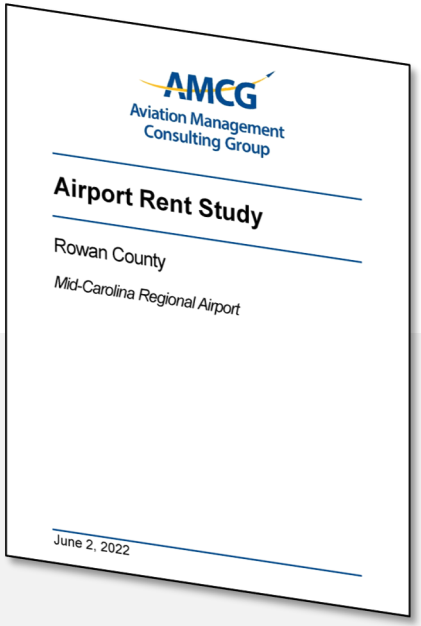
ELEMENT 4: AIRPORT FEE STUDY
Background and Process



- Establish GA fees utilizing a cost recovery approach – not a market-based approach
- Not a financial audit – based on FY 2022 Revised Budget
- Identified elements of the existing GA fee program
- Identified current industry practices
- Obtained and analyzed GA fees from the comparable, competitive, and National Guard airports identified
- Provided recommendations for the structure of the GA fees

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ELEMENT 4: AIRPORT FEE STUDY

GA Fee Summary

Type of GA Fee	Current Situation	Industry Practices	Recommendation
Fuel Flowage Fee	Yes	Most Common	Yes
Throughput Fee	No	Less Common	No
Transient Aircraft Handling Fee	Yes	Less Common	Yes
Landing Fee	No	Moderately Common	No
Aircraft Parking Fee	Yes	Moderately Common	Yes
Based Aircraft Fee	No	Less Common	No
Percentage of Gross Receipts	No	Less Common	No
Aeronautical Permit Fee	No	Moderately Common	Yes
Airport Access Fee	No	Moderately Common	No

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ELEMENT 4: AIRPORT FEE STUDY

GA Fee Recommendations

Type of Fee	Methodology	Current Situation	Recommendation
Fuel Flowage Fee	Typically paid on a "cents per gallon" basis and typically ranges from $0.05 to $0.40 per gallon	Non-Commercial Self-Fueling $0.20 per gallon for 0 – 149,999 gallons $0.15 per gallon for 150,000 – 199,999 gallons $0.10 per gallon more than 200,000 gallons	$0.20 per gallon
Transient Aircraft Handling Fee	Charged in accordance with an established schedule and a minimum fee may be specified	$100.00 for turbine aircraft with a MGTOW less than 10,000 pounds which is waived with a minimum fuel purchase of 100 gallons $150.00 for turbine aircraft with a MGTOW in excess of 10,000 pounds which is waived with a minimum fuel purchase of 150 gallons	$35.00 - $200.00 (all aircraft)

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ELEMENT 4: AIRPORT FEE STUDY

GA Fee Recommendations

Type of Fee	Methodology	Current Situation	Recommendation
Aircraft Parking Fee	Charged in accordance with an established schedule and a minimum fee may be specified. In the alternative, aircraft parking fees may be charged on a "cents per 1,000 pounds" approach and a minimum fee may be specified.	$15.00 per night piston aircraft (first night waived for a minimum fuel purchase) $50.00 per night turbine aircraft (first night waived for a minimum fuel purchase of 100 gallons)	$15.00 - $150.00
Aeronautical Permit Fee	Typically based on a flat amount paid annually to obtain a permit to operate a commercial business	N/A	$750.00 (annually)

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ELEMENT 4: AIRPORT FEE STUDY

GA Fee Schedule

- Cost recovery target of 30% with existing rent structure and County General Fund Contribution of approximately $546,000
- Implementation of new rent structure results in required County General Fund Contribution of approximately $40,000

Mid-Carolina Regional Airport
Aeronautical Fee Schedule
Calendary Year 2023

TYPE OF FEE	FEE		
Fuel Flowage Fee			
County Retail Fueling			$0.20
Non-Commercial Self-Fueling			$0.20
Transient Aircraft Handling Fee			
All Transient Aircraft (waived with fuel purchase)			
Single-Engine Piston			$35.00
Multi-Engine Piston			$35.00
Turboprop			$200.00
Jet			$35.00
Helicopter			$35.00
Aircraft Parking Fee			
Aircraft Type	Daily (4 to 12 hours)*	Overnight (more than 12 hours per day)	Monthly
Single-Engine Piston	$15.00	$20.00	$120.00
Multi-Engine Piston	$19.00	$25.00	$150.00
Turboprop	$38.00	$50.00	$300.00
Jet	$19.00	$25.00	$150.00
Helicopter	$19.00	$25.00	$150.00
Aeronautical Permit Fee			
Aircraft Maintenance Operator			$750.00
Avionics or Instrument Maintenance Operator			$750.00
Aircraft Rental or Flight Training Operator			$750.00
Aircraft Charter or Aircraft Management Operator			$750.00
Aircraft Sales Operator			$750.00
Other Commercial Aeronautical Activities			$750.00
Temporary Specialized Aviation Service Operator			$750.00
Self-Fueling Permittee			$750.00

* Aircraft parking less than 4 hours not charged an Aircraft Parking Fee

RECOMMENDATIONS

- Adopt new Rules and Regulations
- Adopt new Minimum Standards
- Adopt new Airport Advisory Body Bylaws
- Implement new rents and fees
- Identify financial and operational capabilities for remaining assessment items

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QUESTIONS

- Key Background
- Scope of Services
  - Element 1: Airport Assessment
  - Element 2: PMCDs
  - Element 3: Airport Advisory Body Bylaws
  - Element 4: Airport Rent Study
  - Element 5: Airport Fee Study
- Recommendations

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Pamela Ealey, Planning Technician
DATE: 5/2/2023
SUBJECT: Public Hearing - Road Name Change to Dogwood and Ray Drives

---

PUBLIC HEARING FOR ROAD NAME CHANGES

The following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on May 15, 2023, to consider and receive comment for the following road name requests:

1. Currently Known As: **Dogwood Dr.**
Proposed Name: ***Dogwood Estates Dr.***
Location: road that connects to W NC 152 Hwy in the 3200 block in China Grove, NC
Property Owners: Samuel Melendez ETAL, Michael Gagnier, Courtney Alley, James Rowland, Areyanna Hamrick, Sandi Zorrilla, Shane & Julianna Bledsoe, Angelia Christy, Dwayne Crouch, Peggy Bowlin ETAL, Ronnie Beam Heirs, Jeremy & Angela Good, Holly Childers, John & Linda Carr, Jacob Kramer, and Corriher Water Service
Reason for Change: in conversion to NG911 this area was flagged on a report from NG911 as a potential safety risk due to many addressing issues, including road name duplication in other areas of the county.

2. Currently Known As: **Ray Dr.**
Proposed Name: ***Ray Estates Dr.***
Location: road that connects to Dogwood Dr in the 100 block
Property Owners: Harry & Judy Ferguson, Hannah Gagnier, Michael & Kelly DeJesus, Sheena Nowlin, Zeleana Bernal, Christopher Giddings, Evon Pleasants, Richard & Joan Shuster, Timothy Ervin, Carolyn Crouch, Robert Brundage, and Erik & Anglia Culbertson
Reason for Change: in conversion to NG911 this area was flagged on a report from NG911 as a potential safety risk due to many addressing issues, including road name duplication in other areas of the county.

RECOMMENDATION

Conduct Public Hearing on road name changes to Dogwood Drive and Ray Drive proposed by the Rowan County Address Program Administration (APA)

ATTACHMENTS:

Description	Upload Date	Type
Memo	5/2/2023	Cover Memo
Map with rationale for proposed changes	5/2/2023	Backup Material
GIS Maps	5/2/2023	Backup Material
Notice of Public Hearing-Road Name Change	5/2/2023	Backup Material
Communications w/NCDOT	5/2/2023	Backup Material

ROWAN COUNTY
NORTH CAROLINA
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Rowan County Office of Planning and Development
402 N. Main St., Ste. 204
Salisbury, NC 28144
[p] 704-216-8588
www.rowancountync.gov/planning

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Pamela Ealey, Planning Technician
RE: Road Names
DATE: May 2, 2023

ROAD NAME CHANGE— A PUBLIC HEARING HAS BEEN SET

The following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on May 15, 2023, to consider and receive comment for the following road name requests:

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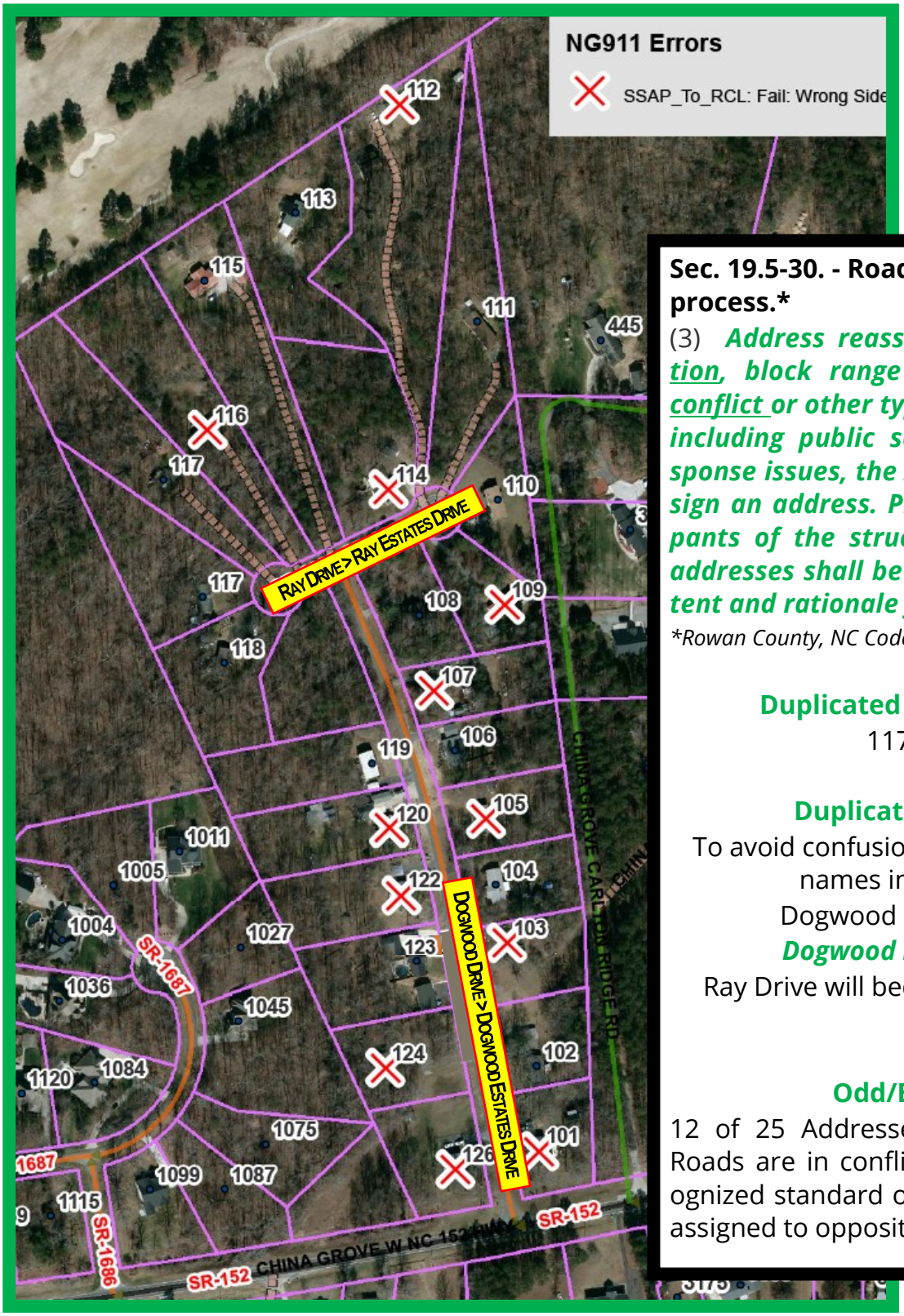
2. Currently Known As: **Ray Dr.**
   Proposed Name: ***Ray Estates Dr.***
   Location: road that connects to Dogwood Dr in the 100 block
   Property Owners: Harry & Judy Ferguson, Hannah Gagnier, Michael & Kelly DeJesus, Sheena Nowlin, Zeleana Bernal, Christopher Giddings, Evon Pleasants, Richard & Joan Shuster, Timothy Ervin, Carolyn Crouch, Robert Brundage, and Erik & Anglia Culbertson
   Reason for Change: in conversion to NG911 this area was flagged on a report from NG911 as a potential safety risk due to many addressing issues, including road name duplication in other areas of the county.

What is the rationale for the proposed re-addressing of Dogwood and Ray Drives?



Sec. 19.5-30. - Road naming and petitioning process.*

(3) ***Address reassignment. Due to duplication, block range inconsistency, odd/even conflict or other types of address anomalies, including public safety and emergency response issues, the APA is authorized to reassign an address. Property owners and occupants of the structure(s) to be reassigned addresses shall be notified by APA of the intent and rationale for change.***

**Rowan County, NC Code of Ordinances, Ch. 19.5-30 (3)*

Duplicated Address Numbers

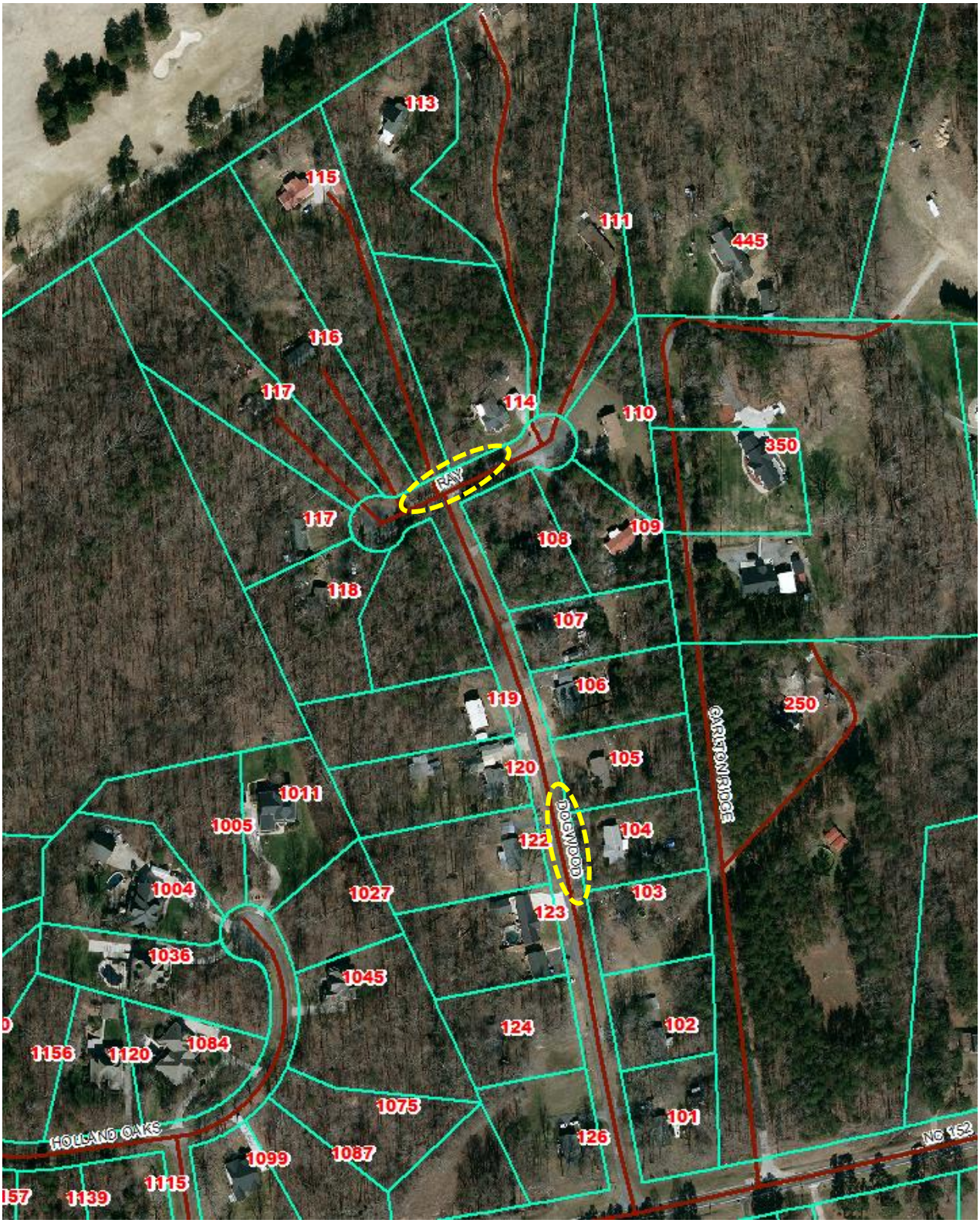
117 Ray Drive

Duplicated Road Names

To avoid confusion with other similar road names in Rowan County,
Dogwood Drive will become ***Dogwood Estates Drive*** and
Ray Drive will become ***Ray Estates Drive***.

Odd/Even Conflict

12 of 25 Addresses on Dogwood and Ray Roads are in conflict with the nationally recognized standard of odd and even addresses assigned to opposite sides of a road.



Proposed Road Names:

- Dogwood Drive (SR 1604) will change to **Dogwood Estates Drive** (SR 1604)
- Ray Drive (SR 1611) will change to **Ray Estates Drive** (SR 1611)

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Office of Planning and Development
402 N. Main St., Ste. 204
Salisbury, NC 28144
[p] 704-216-8588
www.rowancountync.gov/planning

NOTICE OF HEARING

To: Property Owner
From: Rowan County Planning Department
Date: May 2, 2023
Subject: Re-Naming of Dogwood and Ray Drives

The Rowan County Board of Commissioners will conduct a public hearing on Monday, May 15, 2023, beginning at 6:00 PM in the J. Newton Cohen Sr. Room on the 2nd Floor of the J. Newton Cohen Sr. Rowan County Administration Building located at 130 W. Innes St. Salisbury, NC to consider the following application:

Re-Naming of Dogwood and Ray Drives in China Grove, NC

The following road name change has been submitted to the Rowan County Planning Department and is presented for approval by the Board of Commissioners.

Proposed Name:	Dogwood Estates Dr
Currently Known As:	Dogwood Dr
Location:	road that connects to W NC 152 Hwy in the 3200 block in China Grove, NC
Reason:	in conversion to NG911 this area was flagged on a report from NG911 as a potential safety risk due to many addressing issues, including road name duplication in other areas of the county.

Proposed Name:	Ray Estates Dr
Currently Known As:	Ray Dr
Location:	road that connects to Dogwood Dr in the 100 block in China Grove, NC
Reason:	in conversion to NG911 this area was flagged on a report from NG911 as a potential safety risk due to many addressing issues, including road name duplication in other areas of the county.

All parcels on Dogwood and Ray Drives will have an address number and road name change. You are receiving this notice because you own property along the road to be named**.** This notice is for your information only and your participation is optional.

To request a copy of this request, contact the Rowan County Planning Department, located at 402 N. Main St., Ste 204 Salisbury, NC 28144, at (704) 216-8588 or visit: https://RowanCountyNC.novusagenda.com/agendapublic (uploaded by 2:00 PM on the Wednesday before the meeting date).

To access the addressing ordinance visit:
https://www.rowancountync.gov/DocumentCenter/View/3228/Addressing-Ordinance-PDF?bidId= .

From: Ealey, Pamela C
Sent: Tuesday, April 18, 2023 1:39 PM
To: Seitz, Phillip K
Subject: RE: [External] Request to Change Names on SR 1611, 1604 Rowan County

Thank you, I will let you know after the board of commissioners public hearing, probably mid May.

From: Seitz, Phillip K <kseitz@ncdot.gov>
Sent: Tuesday, April 18, 2023 12:32 PM
To: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>
Cc: Poplin, Aaron M <Aaron.Poplin@rowancountync.gov>; Goldston, Eric <egoldston@ncdot.gov>
Subject: RE: [External] Request to Change Names on SR 1611, 1604 Rowan County

Pamela,

It appears theses roads have not been named by NCDOT BOT and therefore are considered noncontroversial. In addition, the proposed renaming does not appear to conflict with any existing facilities. Guide signs are not utilized for these facilities. As a result, our office takes not exception to your below requests.

- Please notify our office upon redesignation for GIS update
- Dogwood Drive (SR 1604) proposed to change to Dogwood Estates Drive (SR 1604)
- Ray Drive (SR 1611) proposed to change to Ray Estates Drive (SR 1611)
- Sign changes, and notification to impacted parties such as emergency, law enforcement, and postal services will be the responsibility of the county.

Please contact our office with any further questions. Thank you

Kelly Seitz
District Engineer
Transportation Div 9
District 1 Office

4770 South Main Street
Salisbury NC, 28147

From: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>
Sent: Tuesday, April 18, 2023 11:06 AM

To: Seitz, Phillip K <kseitz@ncdot.gov>
Cc: Poplin, Aaron M <Aaron.Poplin@rowancountync.gov>
Subject: [External] Request to Change Names on SR

The county APA (Address Program Administration) would like to request approval to rename the following Rowan County State Roads:

Dogwood Drive (SR 1604) proposed to change to Dogwood Estates Drive (SR 1604)
Ray Drive (SR 1611) proposed to change to Ray Estates Drive (SR 1611)

This change is being requested due to 911 safety concerns, both names are used multiple times in the county. Can you let me know whether or not these proposed changes are acceptable? Thank you!

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin
DATE: 5/3/23
SUBJECT: Consider Family Subdivision Waiver FSW 02-23

Bradley Childers is requesting a family subdivision waiver to allow for a fourth new lot in the existing family subdivision off of Gray Barn Ln, further referenced as Rowan County Tax Parcel 248 222. Bradley Childers plans to receive a new lot from the property owned by his Stepfather.

- Receive staff report
- Petitioner comments
- Approve / Deny / Table FSW 02-23

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/3/2023	Cover Memo
Letter from Petitioner	5/3/2023	Cover Memo
Proposed division	5/3/2023	Cover Memo
Original division GIS map	5/3/2023	Cover Memo

Rowan County Planning and Development Department

402 North Main Street • Salisbury, N.C. 28144-4341
Planning: 704-216-8588

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: May 3rd, 2023
RE: **FSW 02-23**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Petitioner comments ❒ Receive Public Comment
❒ Approve / Deny / Table **FSW 02-23**

REQUEST AND BACKGROUND

Bradley Childers is requesting a family subdivision waiver to allow for a fourth new lot in the existing family subdivision off of Gray Barn Ln, further referenced as Rowan County Tax Parcel 248 222. Bradley Childers plans to receive a new lot from the property owned by his Stepfather.

This lot was created in 2001 when Robert Bostian divided his land and gave three lots to his sons, Robert, Windell, and Randy. Since this division three of the four lots have stayed inside the family. The lot that was sold outside the family does not access off of Grey Barn Ln.

FAMILY SUBDIVISIONS

One of the reasons Rowan County adopted a Subdivision Ordinance was in response to maintenance issues often created by private roads, especially those providing access to a significant number of residences. Requirements specified new divisions could only be established on property containing sufficient public road frontage for both the new and residual lot and where new roads were constructed to meet NCDOT standards. In lieu of

these options, the ordinance established a process where a property owner could convey parcels to their immediate family members for the purpose of establishing new residences.

WAIVER PROCESS

The family subdivision waiver process provides the BoC an option to consider relaxing one or more of the family subdivision requirements in a legislative process rather than quasi-judicial (variance through the Board of Adjustment) when undue hardship may result from strict compliance. Traditionally, the BoC have considered waivers for families seeking more than three (3) new lots, or conveyance to family members outside the "immediate family". Requests are considered based on the below four (4) criteria with a simple majority needed to approve or deny.

STAFF REVIEW

In accordance with Section 22-54 of the Subdivision Ordinance, the BoC Should Consider the following (4) criteria and ensure the waiver "shall not be detrimental to the county and the area surrounding the subdivision". Staff provides the following comments:

Nature of the proposed subdivision: The proposed subdivision is a family subdivision resulting in one (1) new parcel, for a total of five (5) parcels.

Existing use of the land in the vicinity: The surrounding land uses are residential and agricultural.

Number of persons to reside or work in the proposed subdivision: Each lot will be deeded as follows:
Lot 1. Windell Bostian
Lot 2. Robert K Bostian.
Lot 3. Karry Bostian
Lot 4. Hollie Henriksen.
Lot 5. Bradley Childers

Probable effect of the proposed subdivision upon traffic conditions in the vicinity:
Traffic count information provided by NCDOT's Comprehensive Transportation Plan (CTP) estimates a carrying capacity of 13,100 average vehicles per day for this section of Unity Church Rd. The most recent traffic count estimates from 2016 tallied 1600 average daily trips.

STAFF COMMENTS

This waiver process was established to give the BoC the ability to waive certain requirements of the family subdivision standards in special situations. The subdivision ordinance allows for up to three new lots to be conveyed in a family subdivision

administratively, which generally addresses most circumstances in the county. Historically the BoC has only received a handful of requests for large families, but the waiver process give the BoC an opportunity to consider potential impacts and conditions of approval, if warranted.

April 8, 2023

Board of County Commissioners
402 N. Main Street
Room 204
Salisbury, NC 28144

Dear Commissioner,

I, Bradley Childers, would like to request a waiver to the number of lots in a family subdivision at 370 Gray Barn Lane, Kannapolis, NC 28081. This is family land that my stepfather, Windell Bostian, would like to give me to build my own house on for myself and my family to live in.

Thank you for your consideration.

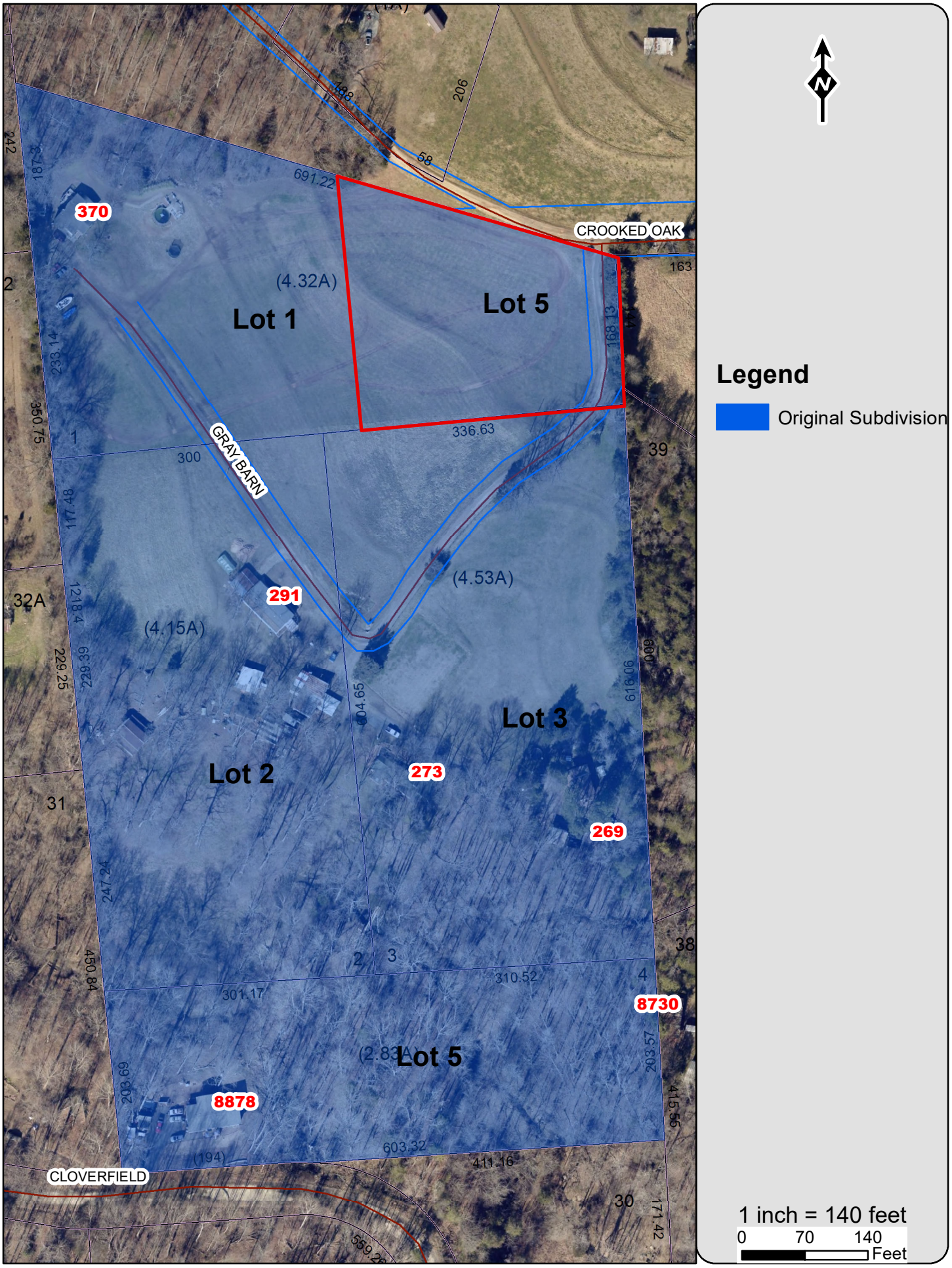
Best Regards,

Bradley Childers

Mr. Bradley Childers
370 Gray Barn Lane
Kannapolis, NC 28081

Phone: (980) 866-8272

8620
(1A)
CROOKED OAK
206
188
58
691.22
370
(4.32A)
1.5 Acres
163.7
168.13
336.63
32
1
39
300
GRAY BARN
350.75
233.14
117.48
1218.4
32A
(4.15A)
(4.53A)
291
242
187.3
N
1 inch = 100 feet
0
50
100
Feet


370
CROOKED OAK
(4.32A)
Lot 1
Lot 5
GRAY BARN
291
(4.53A)
(4.15A)
32A
Lot 3
Lot 2
273
269
31
38
8730
Lot 5
8878
CLOVERFIELD
30
39
Legend
Original Subdivision
1 inch = 140 feet
0 70 140
Feet

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin
DATE: 5/3/23
SUBJECT: Consider PE 02-23

Francisco Castro is requesting a Permit to Exceed for an event on May 20th, 2023 at 760 Oak Mountain Rd in Salisbury. The applicant expects the to attract around 150 people. This event will feature live music and bull riding. Some food may be provided from food trucks.

- Receive Staff Report
- Receive Public Commernts
- Discuss the Request
- Approve/ Deny/ Table PE 02-23

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/3/2023	Cover Memo
GIS Map	5/3/2023	Cover Memo
Site Plans	5/3/2023	Cover Memo
Application	5/3/2023	Cover Memo
Email from Sheriff	5/3/2023	Cover Memo

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

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: May 03, 2023
RE: **PE 02-23**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Receive public comments
❒ Discuss request ❒ Approve / Deny / Table **PE 02-23**

REQUEST Francisco Castro is requesting a Permit to Exceed for an event on May 20th, 2023 at 760 Oak Mountain Rd in Salisbury. The applicant expects the to attract around 150 people. This event will feature live music and bull riding. Some food may be provided from food trucks.

The applicant hosted a similar event on the property back on May 8th 2021 receiving a permit to exceed (PE 02-21). Since PE 02-21 there have been other bull riding events that have taken place on the property without permits to exceed. At a recent event held on March 26th the event received noise complaints. The noise complaints prompted the owners to seek a permit to exceed for this event in an effort to get in compliance with county ordinances.

According to Section 14-10 of the Noise Ordinance, *"It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet."*

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a "permit to exceed" when the event is open to the public.

APPLICATION REVIEW

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application
   Finding: Planning Staff received this application on March 30th well in advance for consideration on May 15th.

2. The nature of the requested activity
   Finding: This is an event that will feature bull riding and live music.

3. Previous experience with the applicant.
   Finding: Staff has worked with this applicant on one prior permit to exceed.

4. The time of the event.
   Finding: The event will begin on Saturday May 20th at 11:00am, and end at 11:00pm the same day.

5. Other activities in the vicinity of the proposed event.
   Finding: This is the same day as the Cheerwine festival. This event will take place approximately 10 miles from the Cheerwine festival in downtown Salisbury.

6. Frequency of the event.
   Finding: The applicant intends to host more events of a similar nature at this property. Any proposed future events will need separate consideration.

7. Cultural or social benefits of the proposed event.
   Finding: The applicant expects to attract an estimated 150 people.

8. The effect of the activity on any adjacent residential area.
   Finding: see attached map of area properties.

9. Previous violations, if any, by the applicant.
   Finding: There have been no zoning violations on this property, but there have been past noise complaints.

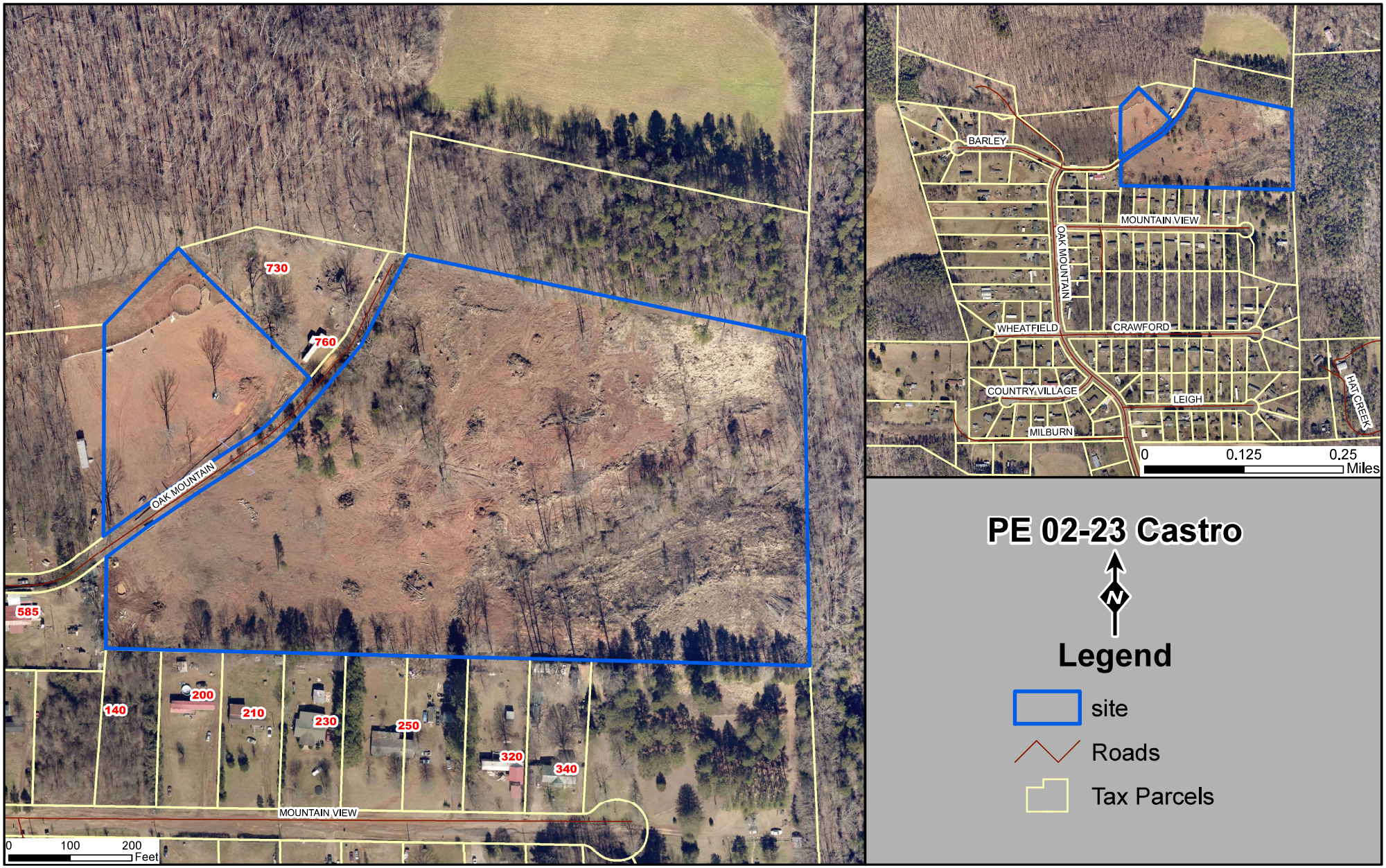
10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

    Finding: The Planning Department provided mailed notice to property

owners within 100 feet of the event and posted a sign on May 3rd regarding this application (12 days notice before the BOC meeting and over two weeks before the event).

STAFF COMMENTS

The applicant's goal is to have more events at this location in the future. This request is only concerning the event proposed for May 20th. Future event(s) will need their own consideration and may need to be considered under a different process than the permit to exceed.

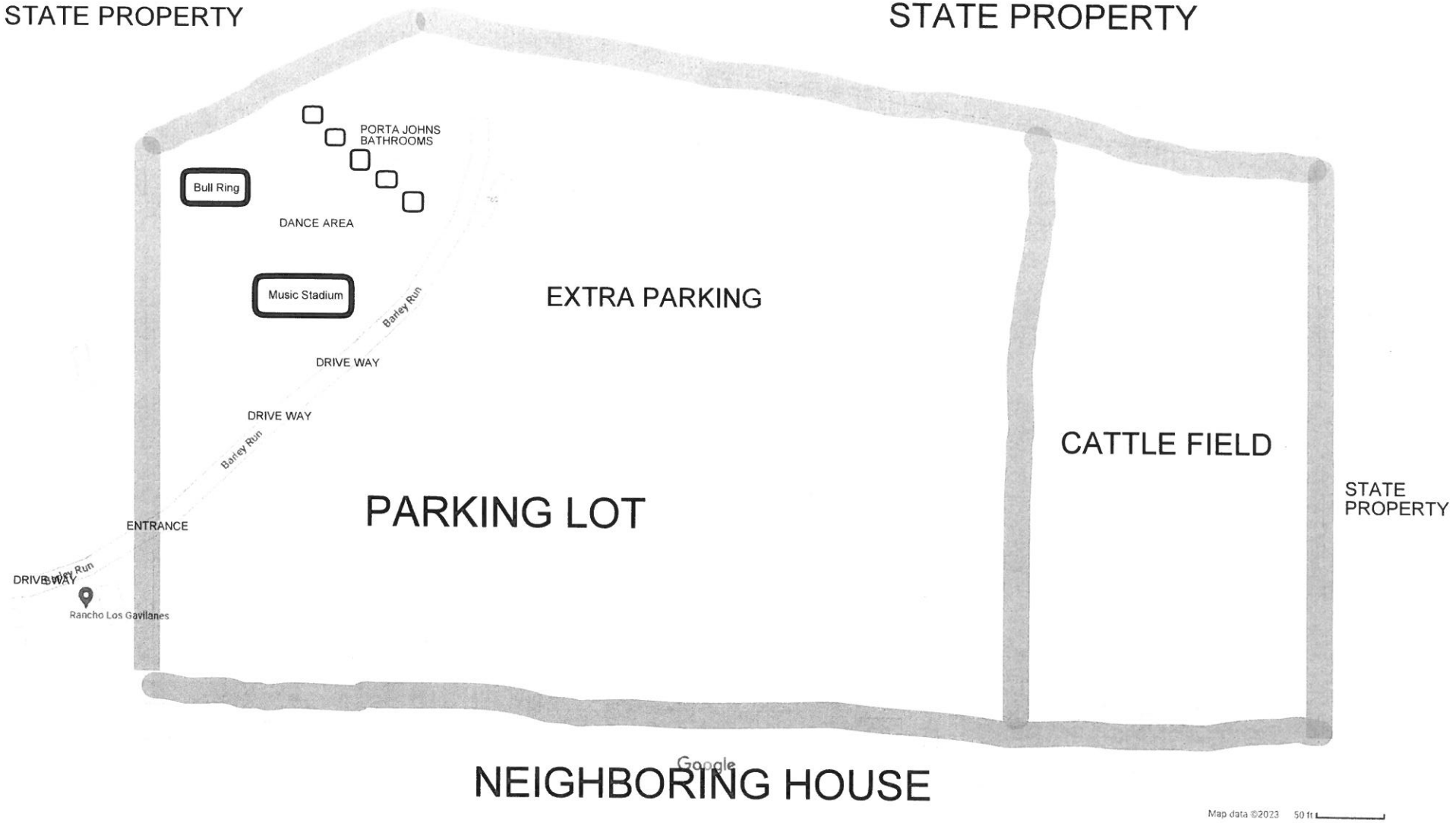

730
760
585
OAK MOUNTAIN
140
200
210
230
250
320
340
MOUNTAIN VIEW
0 100 200 Feet
BARLEY
MOUNTAIN VIEW
OAK MOUNTAIN
WHEATFIELD
CRAWFORD
COUNTRY VILLAGE
LEIGH
MILBURN
HAT CREEK
0 0.125 0.25 Miles
PE 02-23 Castro
N
Legend
site
Roads
Tax Parcels

585 Oak Mountain Rd

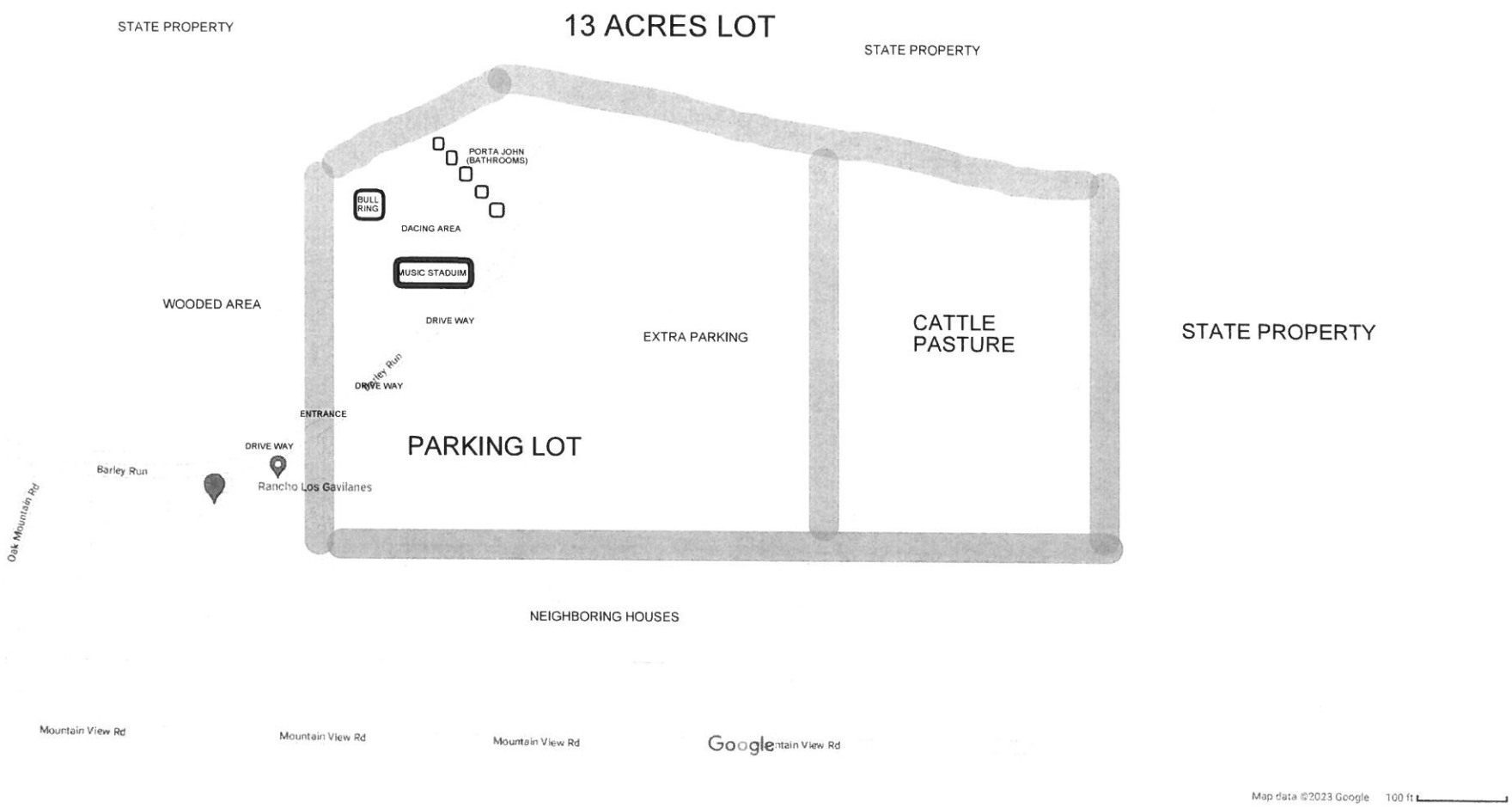
13 ACRE LOT

STATE PROPERTY

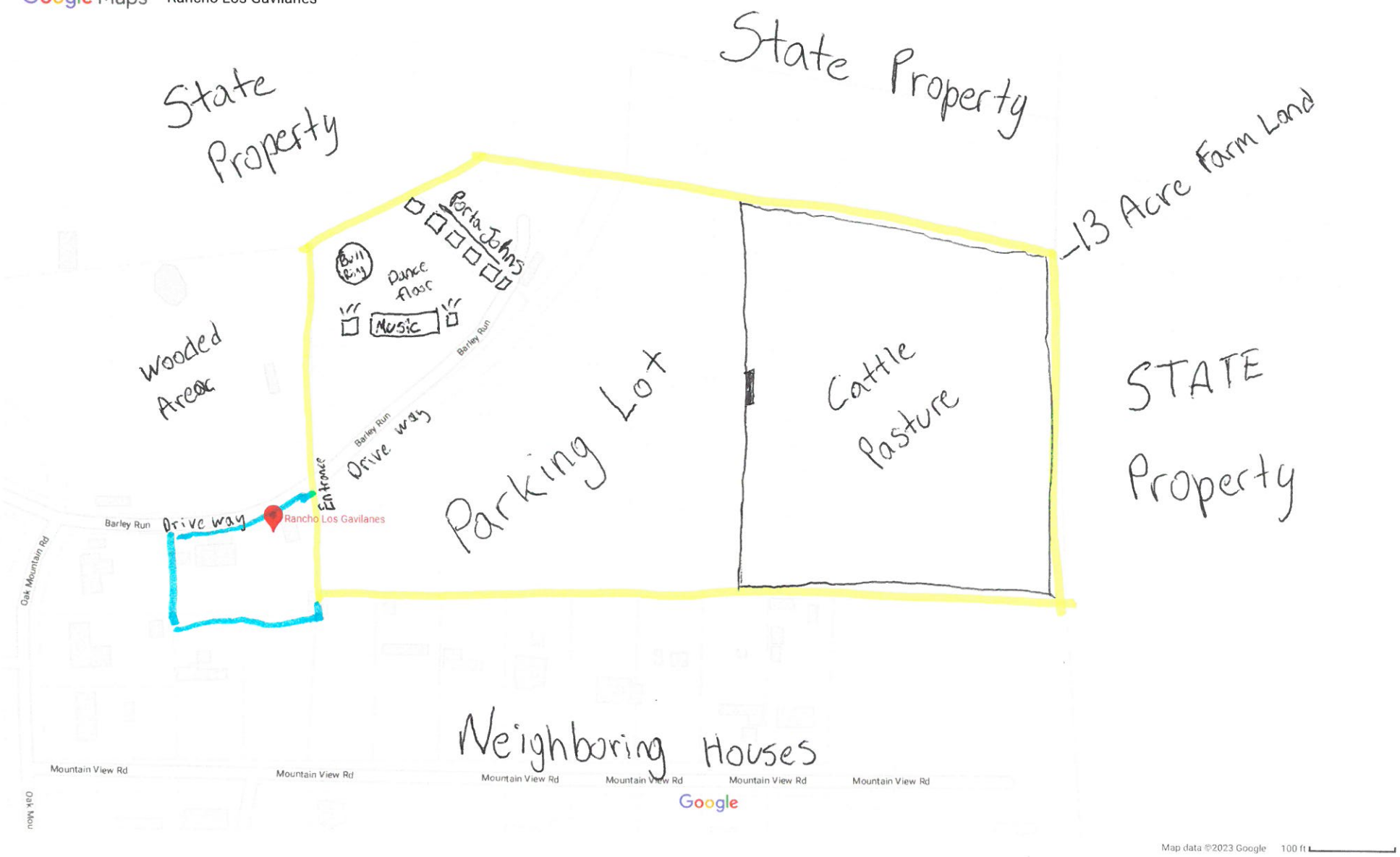
STATE PROPERTY



Google Maps 585 Oak Mountain Rd



Google Maps Rancho Los Gavilanes



Google Maps 585 Oak Mountain Rd

Imagery ©2023 Maxar Technologies, Map data ©2023 100 ft

PE-019566-2023

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 # **PE** 02-23
Date Filed 3-30-2023
Received By AB Bat
Amount Paid $50.00

Office Use Only

ppd via credit card ASB 3-30-202

PERMIT TO EXCEED NOISE ORDINANCE APPLICATION

OWNERSHIP INFORMATION:

Name: Ignacio Castro Jr.
Signature: Ignacio Castro Jr
Phone: 704 762 6323 Email:
Address: 585 Oak Mountain Rd Salisbury NC 28147

APPLICANT / AGENT INFORMATION:

Name: Francisco Castro
Signature: Francisco Castro
Phone: 704-618-6766 Email: Castro.F5114@Gmail.com
Address: 340 Michael's Rd Mocksville NC 27028

PROPERTY DETAILS:

Tax Parcel: 755 009 Size (sq.ft. or acres): 13.33 acres
Location of Event: 760 Oak Mountain Rd Salisbury NC 28147
Current Land Use: Farm Land Zoning District: RA

PURPOSE:

State Purpose of Request:
To hold a family-oriented athletic event that embraces the traditions of both bull riding and Mexican heritage for the public.

Date(s) of event: 05-20-2023 Begin Time: 11:00 am End Time: 11:00 pm
Anticipated Number of Attendees: 100-150

SITE PLAN:

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: ____/____/____ 3. Notifications Mailed: ____/____/____ 4. Property Posted: ____/____/____ 5. Board of Commissioners Action: Approved _____ Denied _____ 6. Date Applicant Notified: ____/____/____

Poplin, Aaron M

From: Allen, Joe T.
Sent: Thursday, April 13, 2023 2:30 PM
To: Poplin, Aaron M
Subject: RE: 585 and 760 Oak Mountain Rd Rodeo

This may be becoming a problem The 150 people will be more like 400. There is no parking. The last time cars were parked all over the roadways and driveways. I would encourage you to drive out there and look at the location. They charge admission to get in and there was a great amount of alcohol brought in. They have reached out for security but at this time we are not inclined to try and provide it. This is not the location for this type of event in my opinion. However, I will not oppose it if you are comfortable with it after you go see the location and parking issues. In my opinion, emergency equipment will not be able to access the event due to parking and traffic.

From: Poplin, Aaron M <Aaron.Poplin@rowancountync.gov>
Sent: Thursday, April 13, 2023 11:00 AM
To: Allen, Joe T. <travis.allen@rowancountync.gov>
Subject: 585 and 760 Oak Mountain Rd Rodeo

Sheriff Allen,

My name is Aaron Poplin. I am one of the Planners over in the Planning and Development department. We have a gentleman who is requesting a permit to exceed the noise ordinance at 585/760 Oak Mountain Rd for a Bull Riding event on May 20th 2023. The event is proposed from 11:00 AM to 11:00 PM and they expect to attract around 150 people. Would the Sheriff's office have any concerns for the proposed event? They had a permit to exceed at this location back on May 8th 2021 for a similar event. Were there any issues with the past event? I appreciate any information you can give me.

Thanks,
Aaron

Aaron Poplin| CFM
Planner

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Planning & Development
402 N. Main St. | Suite 204 | Salisbury, NC 28144
P (704) 216-8600

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, Finance Director
DATE:	05/15/2023
SUBJECT:	Public Hearing and Findings Resolution for Installment Financing Airport Hangars

---

On April 3, 2023 the County held a public hearing and approved a findings resolution related to the the installment financing of the airport hangar project. On April 27, 2023, the County received bids for the construction of the hangars and prices were higher than the current estimates therefore the public hearing and findings resolution need to be held and approved again. The application for financing was submitted to the LGC on May 2, 2023.

Public Notice was given for the public hearing on May 4, 2023 and May 7, 2023.

Total cost of the project is approximately $21,438,000. The County has $3 million in State Capital Infrastructure Funds (SCIF) and $1 million in County Funding for the project. Total cost to be financed is $17,438,000.

Attached is a copy of the Findings Resolution.

Board of Commissioners to approve a resolution making certain findings required by North Carolina General Statute 159-151.

ATTACHMENTS:

Description	Upload Date	Type
Findings Resolution	5/5/2023	Resolution Letter

BOARD OF COMMISSIONERS
OF
ROWAN COUNTY, NORTH CAROLINA

Excerpt of Minutes
of Meeting of
May 15, 2023

Present: Chairman _____ presiding, and Commissioners _____

_____

Absent: _____

* * * * * * * * * *

Commissioner _____ introduced the following resolution, the title of which was read:

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF AN INSTALLMENT FINANCING CONTRACT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTES §160A-20 AND MAKING CERTAIN FINDINGS REQUIRED BY NORTH CAROLINA GENERAL STATUTES §159-151

WHEREAS, the Board of Commissioners (the "Board of Commissioners") of Rowan County, North Carolina (the "County") desires to pursue the financing of the acquisition, construction and equipping of new airport hangars at the Mid-Carolina Regional Airport (the "Project") pursuant to an installment financing contract, as permitted under N.C.G.S. §160A-20; and

WHEREAS, it is anticipated that the portion of the cost of the Project that will be financed, together with the payment of issuance expenses in connection with the financing, will not exceed $17,438,000; and

WHEREAS, the installment financing contract for the financing of the Project pursuant to N.C.G.S. §160A-20 must be approved by the North Carolina Local Government Commission (the "LGC") and will only be approved if the findings of N.C.G.S. §159-151(b) have been made; and

WHEREAS, the County has today held a public hearing regarding financing of the Project through the execution and delivery of the installment financing contract, as evidenced by the Certificate and Summary of Public Hearing attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County, as follows:

1. After consideration, the Board of Commissioners has determined that the most advantageous manner of financing the Project is by an installment financing contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. In support thereof, the Board hereby makes the following findings of fact:

(a) Pursuant to Section 160A-20, the County is authorized to finance the Project by entering into an installment financing contract and a security agreement that creates a security interest in some or all of the Project to secure repayment of such financing.

(b) The proposed financing is necessary or expedient because it will provide needed improvements for the County.

(c) The proposed financing is preferable to a bond issue for the same purpose because of low fixed costs and favorable interest rates offered through installment contract financing compared to a bond issue.

(d) The cost of the proposed undertaking is approximately $21,438,000, a portion of which will be paid with funds on hand and funds received under the State Capital and Infrastructure Fund. The remaining cost of the Project ($17,438,000) exceeds the amount of funds that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted general obligation bonds that could be issued by the County in the fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution.

(e) The sums proposed to be provided under the financing are adequate and not excessive for the stated purpose of financing the Project.

(f) The County's debt management procedures and policies are good and have been carried out in strict compliance with law and will henceforth be so carried out.

(g) There will be no increase in taxes necessary to meet the sums to fall due under the proposed financing.

(h) The County is not in default in any of its debt service obligations.

2. The attorney for the County will render an opinion that the proposed financing is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

3. Each of the County Manager, the Finance Officer, and other appropriate officers of the County is hereby authorized and directed to proceed with the financing of the Project and the filing of an application with the LGC for its approval of such financing as described above for the financing of the Project in an amount not to exceed $17,438,000, and the actions of any of the Chairman, the County Manager, the Finance Officer, and other officers of the County in connection therewith are hereby approved and confirmed.

4. All other acts of the Board of Commissioners and the officers of the County, which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Project, are hereby ratified, approved and confirmed.

5. This resolution shall take effect immediately.

Commissioner _____ moved the passage of the foregoing resolution and Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Not voting: Commissioners _____

* * * * * * *

I, Sarah Pack, Clerk for the Board of Commissioners of County of Rowan, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the County at a regular meeting duly called and held on May 15, 2023, as it relates in any way to the resolutions hereinabove referenced and that such proceedings are recorded in the minutes of the Board. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners for the County is on file in my office.

WITNESS my hand and the official seal of the County this ____ day of May, 2023.

_____
Sarah Pack, Clerk
Board of Commissioners
County of Rowan, North Carolina

[SEAL]

CERTIFICATE AND SUMMARY OF PUBLIC HEARING

The undersigned Clerk to the Board of Commissioners for Rowan County, North Carolina hereby certifies:

1. Attached hereto as Exhibit A is an Affidavit of Publication with respect to notice of a public hearing (the "Hearing") held on May 15, 2023, with respect to the financing of the acquisition, construction and equipping of new airport hangars at the Mid-Carolina Regional Airport pursuant to N.C.G.S. § 160A-20.

2. The presiding officer of the Hearing was Chairman Greg Edds.

3. The following is a list of the names and addresses of all persons who spoke at the Hearing:

4. The following is a summary of the oral comments made at the Hearing:

WITNESS my hand and the official seal of the County this 15th day of May, 2023.

_____
Sarah Pack, Clerk
Board of Commissioners
Rowan County, North Carolina

(SEAL)

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:	Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director
DATE:	5/15/2023
SUBJECT:	Award New Corporate & Box Hangars Project - KMD Construction

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Rowan County and Mid-Carolina Airport worked with Talbert, Bright & Ellington Engineering & Planning Consultants (TBE) and received proposals for the new corporate and box hangars project. Three bid responses were received.

The County would like to award the bid to KMD Construction who submitted the lowest total base bid in the amount of $17,369,522.80. Requesting award only at this time, vendor requires an award notification in order to request all required bonds for final contract. Once final documentation for contract has been received, the County will present for contract approval and authorization.

The County received SCIF Funding for this project and any remaining balance will be included within debt financing and County funds.

Attached are the bid tab form, TBE's recommendation and proposal from KMD Construction.

Board of Commissioners to award the bid to KMD Construction; not to exceed $17,369,522.80. Requesting award only at this time, vendor requires an award notification in order to request all required bonds for final contract. Once final documentation for contract has been received, the County will present for contract approval and authorization.

ATTACHMENTS:

Description	Upload Date	Type
Engineer Recomendation	5/3/2023	Cover Memo
Bid Documents	5/3/2023	Cover Memo

TALBERT, BRIGHT & ELLINGTON
Engineering & Planning Consultants

May 1, 2023

Ms. Valerie Steele, Director
Mid-Carolina Regional Airport
3670 Airport Loop Road
Salisbury, NC 28147

Re: Bid Tabulation
New Corporate and Box Hangars
Mid-Carolina Regional Airport
Salisbury, North Carolina
TBE Project No. 3708-2103

Dear Ms. Steele,

Please find enclosed a copy of the Bid Tabulation for the above referenced project.

KMD Construction, LLC submitted the low Base Bid in the amount of seventeen million, three hundred sixty-nine thousand, five hundred twenty-two dollars and eighty cents ($17,369,522.80). The next lowest bidder was Cooper Tacia General Contracting Company with a bid in the amount of eighteen million, four hundred twenty-three thousand, four hundred ninety-eight dollars and ninety cents ($18,423,498.90). A total of three (3) bidders submitted bids on the project. The engineer's estimate has been included on the bid tab.

By copy of this letter, copies of the Bid Tabulations are being forwarded to all bidders.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

J. Andrew Shook, P.E.

Enclosure

cc: Caleb Whitby, NCDOT-Div. of Aviation
Jody Farrow-Bennett, Rowan County
Anna Bumgarner, Rowan County
Craig Powers, Rowan County
All bidders

BID TABULATION
NEW CORPORATE AND BOX HANGARS
MID-CAROLINA COUNTY AIRPORT
TBE PROJECT NO. 3708-2103

BASE BID

April 27, 2023

ITEM NO.	SPEC NO.	BASE BID DESCRIPTION	QTY	UNIT	KMD CONSTRUCTION SALISBURY, NC LIC.#49998 UNIT PRICE	KMD CONSTRUCTION SALISBURY, NC LIC.#49998 EXT TOTAL		COOPER TACIA RALEIGH, NC LIC.#65299 UNIT PRICE	COOPER TACIA RALEIGH, NC LIC.#65299 EXT TOTAL	EDISON FOARD CHARLOTTE, NC LIC.#1685 UNIT PRICE	EDISON FOARD CHARLOTTE, NC LIC.#1685 EXT TOTAL	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE EXT TOTAL
1	C-102	TEMPORARY SILT FENCE	2,300	LF	$4.61	$10,603.00	*	$6.00	$13,800.00	$4.36	$10,028.00	$4.00	$9,200.00
2	C-102	TEMPORARY CONSTRUCTION ENTRANCE	3	EA	$4,662.00	$13,986.00		$6,500.00	$19,500.00	$4,410.00	$13,230.00	$6,500.00	$19,500.00
3	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	$4,467.75	$8,935.50		$7,500.00	$15,000.00	$4,226.25	$8,452.50	$18,000.00	$36,000.00
4	C-102	TEMPORARY ROCK OVERFLOW OUTLET	15	EA	$447.33	$6,709.95		$500.00	$7,500.00	$423.15	$6,347.25	$250.00	$3,750.00
5	C-102	TEMPORARY DIVERSION DITCH	620	LF	$3.89	$2,411.80	*	$25.00	$15,500.00	$3.68	$2,281.60	$3.00	$1,860.00
6	C-102	TEMPORARY EXCELSIOR MATTING	10,000	SY	$3.89	$38,900.00	*	$6.25	$62,500.00	$3.68	$36,800.00	$2.00	$20,000.00
7	C-102	TEMPORARY CHECK DAM	10	EA	$447.33	$4,473.30		$550.00	$5,500.00	$423.15	$4,231.50	$250.00	$2,500.00
8	C-102	EROSION CONTROL STONE, CLASS B	5	CY	$96.57	$482.85		$125.00	$625.00	$91.35	$456.75	$75.00	$375.00
9	C-102	RIP RAP, CLASS I	5	CY	$96.57	$482.85		$150.00	$750.00	$91.35	$456.75	$95.00	$475.00
10	C-102	SILTSACK INLET PROTECTION	8	EA	$204.24	$1,633.92		$250.00	$2,000.00	$193.20	$1,545.60	$200.00	$1,600.00
11	C-102	FILTER SOCK INLET PROTECTION	12	EA	$447.33	$5,367.96		$350.00	$4,200.00	$423.15	$5,077.80	$200.00	$2,400.00
12	C-102	GEOGRID	9,200	SY	$0.00	$0.00		$6.00	$55,200.00	$3.68	$33,856.00	$3.00	$27,600.00
13	C-102	CONVERT SEDIMENT BASIN TO DETENTION BASIN	1	EA	$15,567.75	$15,567.75		$15,000.00	$15,000.00	$14,726.25	$14,726.25	$5,000.00	$5,000.00
14	C-105	MOBILIZATION	1	LS	$108,447.00	$108,447.00		$283,500.00	$283,500.00	$100,000.00	$100,000.00	$1,142,870.00	$1,142,870.00
15	P-101	PAVEMENT MILLING	2,300	SY	$15.54	$35,742.00		$20.00	$46,000.00	$16.80	$38,640.00	$4.00	$9,200.00
16	P-101	REMOVAL OF TIE DOWN ANCHOR	3	EA	$832.50	$2,497.50		$1,000.00	$3,000.00	$1,811.25	$5,433.75	$300.00	$900.00
17	P-101	PAVEMENT REMOVAL	2,300	SY	$7.22	$16,606.00	*	$25.00	$57,500.00	$6.83	$15,709.00	$12.00	$27,600.00
18	P-101	CURB AND GUTTER REMOVAL	320	LF	$15.54	$4,972.80		$20.00	$6,400.00	$14.70	$4,704.00	$15.00	$4,800.00
19	P-101	REMOVAL OF PIPE	500	LF	$12.77	$6,385.00	*	$25.00	$12,500.00	$12.08	$6,040.00	$12.00	$6,000.00
20	P-101	REMOVAL OF DRAINAGE STRUCTURE	4	EA	$573.87	$2,295.48		$5,000.00	$20,000.00	$543.38	$2,173.52	$800.00	$3,200.00
21	P-151	CLEARING AND GRUBBING	1	AC	$10,850.25	$10,850.25		$15,000.00	$15,000.00	$10,263.75	$10,263.75	$1,500.00	$1,500.00
22	P-152	UNSUITABLE EXCAVATION	1,500	CY	$70.49	$105,735.00		$40.00	$60,000.00	$66.68	$100,020.00	$30.00	$45,000.00
23	P-152	EMBANKMENT IN PLACE	16,700	CY	$7.77	$129,759.00		$45.00	$751,500.00	$7.35	$122,745.00	$20.00	$334,000.00
24	P-209	CRUSHED AGGREGATE BASE COURSE	4,200	CY	$122.10	$512,820.00		$78.50	$329,700.00	$82.43	$346,206.00	$65.00	$273,000.00
25	P-400	BITUMINOUS SURFACE COURSE, TYPE S-9.5B, INC. ASPHALT BINDER	1,220	TN	$233.10	$284,382.00		$152.25	$185,745.00	$159.86	$195,029.20	$160.00	$195,200.00
26	P-400	BITUMINOUS SURFACE COURSE, TYPE S-9.5C, INC. ASPHALT BINDER	14	TN	$1,942.50	$27,195.00		$198.35	$2,776.90	$208.27	$2,915.78	$160.00	$2,240.00
27	P-401	BITUMINOUS CONCRETE SURFACE COURSE	840	TN	$333.00	$279,720.00		$192.86	$162,002.40	$202.50	$170,100.00	$175.00	$147,000.00
28	P-501	8" PORTLAND CEMENT CONCRETE PAVEMENT	2,600	SY	$91.02	$236,652.00		$105.50	$274,300.00	$86.94	$226,044.00	$85.00	$221,000.00
29	P-602	EMULSIFIED ASPHALT PRIME COAT	3,600	GAL	$11.10	$39,960.00		$10.00	$36,000.00	$10.50	$37,800.00	$5.00	$18,000.00
30	P-603	EMULSIFIED ASPHALT TACK COAT	740	GAL	$7.77	$5,749.80		$8.00	$5,920.00	$8.40	$6,216.00	$4.00	$2,960.00
31	P-620	PAVEMENT MARKING (REFLECTORIZED YELLOW)	260	SF	$11.10	$2,886.00		$5.00	$1,300.00	$13.18	$3,426.80	$3.00	$780.00
32	P-620	PAVEMENT MARKING (NON-REFLECTORIZED WHITE)	750	SF	$3.89	$2,917.50	*	$5.00	$3,750.00	$6.35	$4,762.50	$3.00	$2,250.00
33	P-620	REMOVE PAVEMENT MARKING	20	SF	$22.20	$444.00		$5.00	$100.00	$23.68	$473.60	$2.50	$50.00
34	D-701	6" PVC PIPE, SCHEDULE 40	110	LF	$63.27	$6,959.70		$74.16	$8,157.60	$59.85	$6,583.50	$40.00	$4,400.00
35	D-701	8" PVC PIPE, SCHEDULE 40	380	LF	$69.93	$26,573.40		$60.00	$22,800.00	$66.15	$25,137.00	$50.00	$19,000.00
36	D-701	8" PVC PIPE, SCHEDULE 80	250	LF	$68.82	$17,205.00		$87.65	$21,912.50	$65.10	$16,275.00	$60.00	$15,000.00
37	D-701	12" PVC PIPE, SCHEDULE 40	380	LF	$87.69	$33,322.20		$138.70	$52,706.00	$82.95	$31,521.00	$80.00	$30,400.00
38	D-701	12" PVC PIPE, SCHEDULE 80	150	LF	$130.98	$19,647.00		$148.06	$22,209.00	$123.90	$18,585.00	$90.00	$13,500.00
39	D-701	15" REINFORCED CONCRETE PIPE, CLASS III	840	LF	$38.85	$32,634.00		$100.00	$84,000.00	$36.75	$30,870.00	$75.00	$63,000.00
40	D-701	18" REINFORCED CONCRETE PIPE, CLASS III	29	LF	$44.40	$1,287.60		$250.00	$7,250.00	$42.00	$1,218.00	$85.00	$2,465.00
41	D-701	24" REINFORCED CONCRETE PIPE, CLASS III	60	LF	$97.68	$5,860.80		$250.00	$15,000.00	$92.40	$5,544.00	$110.00	$6,600.00
42	D-701	30" REINFORCED CONCRETE PIPE, CLASS III	238	LF	$122.10	$29,059.80		$325.00	$77,350.00	$115.50	$27,489.00	$150.00	$35,700.00
43	D-751	DROP INLET (H20 LOADING)	11	EA	$5,999.55	$65,995.05		$20,000.00	$220,000.00	$5,675.25	$62,427.75	$4,000.00	$44,000.00
44	D-751	CATCH BASIN	9	EA	$4,723.05	$42,507.45		$5,525.00	$49,725.00	$4,467.75	$40,209.75	$4,000.00	$36,000.00
45	D-751	MANHOLE (STANDARD DUTY)	4	EA	$5,106.00	$20,424.00		$6,000.00	$24,000.00	$4,830.00	$19,320.00	$4,000.00	$16,000.00
46	D-751	15" FLARED END SECTION	3	EA	$2,109.00	$6,327.00		$2,000.00	$6,000.00	$1,995.00	$5,985.00	$500.00	$1,500.00
47	D-751	24" FLARED END SECTION	1	EA	$2,935.95	$2,935.95		$2,500.00	$2,500.00	$2,777.25	$2,777.25	$800.00	$800.00
48	D-751	8" TRENCH DRAIN	144	LF	$632.70	$91,108.80		$75.00	$10,800.00	$598.50	$86,184.00	$200.00	$28,800.00
49	D-751	DETENTION RISER	1	EA	$7,659.00	$7,659.00		$6,000.00	$6,000.00	$7,245.00	$7,245.00	$1,400.00	$1,400.00
50	D-751	RAISE EX. MANHOLE	1	EA	$1,276.50	$1,276.50		$5,555.00	$5,555.00	$1,207.50	$1,207.50	$800.00	$800.00
51	PSP	6" DIAMETER PIPE BOLLARD	6	EA	$888.00	$5,328.00		$1,050.00	$6,300.00	$845.25	$5,071.50	$600.00	$3,600.00
52	SRU	4" PVC SANITARY SEWER PIPE	300	LF	$16.65	$4,995.00		$50.82	$15,246.00	$89.25	$26,775.00	$35.00	$10,500.00
53	SRU	6" PVC SANITARY SEWER PIPE	50	LF	$22.20	$1,110.00		$61.09	$3,054.50	$183.75	$9,187.50	$40.00	$2,000.00
54	SRU	8" PVC SANITARY SEWER PIPE	180	LF	$27.75	$4,995.00		$176.92	$31,845.60	$210.00	$37,800.00	$55.00	$9,900.00
55	SRU	4" DIP SANITARY SEWER PIPE	160	LF	$57.72	$9,235.20		$104.43	$16,708.80	$183.75	$29,400.00	$60.00	$9,600.00
56	SRU	6" DIP SANITARY SEWER PIPE	230	LF	$44.40	$10,212.00		$90.00	$20,700.00	$204.75	$47,092.50	$80.00	$18,400.00
57	SRU	8" DIP SANITARY SEWER PIPE	160	LF	$49.95	$7,992.00		$100.00	$16,000.00	$288.75	$46,200.00	$100.00	$16,000.00
58	SRU	SANITARY SEWER MANHOLE	4	EA	$3,552.00	$14,208.00		$5,979.45	$23,917.80	$7,350.00	$29,400.00	$4,000.00	$16,000.00
59	SRU	SANITARY SEWER CLEANOUT	12	EA	$493.95	$5,927.40		$573.20	$6,878.40	$5,250.00	$63,000.00	$600.00	$7,200.00
60	SRU	OIL WATER SEPARATER	3	EA	$13.32	$39.96		$10,000.00	$30,000.00	$18,844.35	$56,533.05	$8,000.00	$24,000.00
61	SRU	2" DOMESTIC WATERLINE AND ASSOCIATED FITTINGS	750	LF	$16.65	$12,487.50		$52.82	$39,615.00	$63.00	$47,250.00	$40.00	$30,000.00
62	SRU	8" FIRE WATERLINE AND ASSOCIATED FITTINGS	620	LF	$27.75	$17,205.00		$176.92	$109,690.40	$315.00	$195,300.00	$100.00	$62,000.00
63	SRU	12" DOMESTIC WATERLINE AND ASSOCIATED FITTINGS	150	LF	$55.50	$8,325.00		$350.00	$52,500.00	$367.50	$55,125.00	$150.00	$22,500.00
64	NCDOT	CONCRETE SIDEWALK	1,500	SY	$59.94	$89,910.00		$42.00	$63,000.00	$68.99	$103,485.00	$30.00	$45,000.00
65	NCDOT	HANDICAP RAMPS	4	EA	$2,109.00	$8,436.00		$3,500.00	$14,000.00	$1,050.00	$4,200.00	$800.00	$3,200.00
66	NCDOT	1'-6" CURB AND GUTTER	3,500	LF	$26.64	$93,240.00		$40.00	$140,000.00	$23.93	$83,755.00	$28.00	$98,000.00
67	F-162	10' TALL, CHAIN-LINK FENCE WITH BARBED WIRE	30	LF	$333.00	$9,990.00		$300.00	$9,000.00	$42.00	$1,260.00	$90.00	$2,700.00
68	F-162	24' AUTOMATIC GATE WITH ACCESS CONTROL	1	EA	$34,410.00	$34,410.00		$21,000.00	$21,000.00	$52,500.00	$52,500.00	$45,000.00	$45,000.00
69	F-162	REMOVAL OF AIRFIELD SECURITY FENCE	950	LF	$5.55	$5,272.50		$6.00	$5,700.00	$5.25	$4,987.50	$8.00	$7,600.00
70	F-168	6' ORNAMENTAL FENCE	100	LF	$215.34	$21,534.00		$194.00	$19,400.00	$63.00	$6,300.00	$20.00	$2,000.00
71	F-168	10' ORNAMENTAL FENCE	60	LF	$719.28	$43,156.80		$648.00	$38,880.00	$157.50	$9,450.00	$30.00	$1,800.00
72	F-168	20' ORNAMENTAL MANUAL SWING GATE	1	EA	$11,477.40	$11,477.40		$10,340.00	$10,340.00	$21,000.00	$21,000.00	$6,000.00	$6,000.00
73	F-168	6' x 5' ORNAMENTAL PEDESTRIAN GATE	2	EA	$4,699.74	$9,399.48		$4,234.00	$8,468.00	$3,150.00	$6,300.00	$1,000.00	$2,000.00
74	F-168	20' ORNAMENTAL ELECTRIC SLIDING GATE WITH ACCESS CONTROL	1	EA	$34,410.00	$34,410.00		$21,000.00	$21,000.00	$47,250.00	$47,250.00	$60,000.00	$60,000.00
75	T-901	TEMPORARY SEEDING (MULCHED)	6	AC	$2,220.00	$13,320.00		$3,000.00	$18,000.00	$1,564.50	$9,387.00	$2,400.00	$14,400.00
76	T-901	PERMANENT SEEDING (MULCHED)	4	AC	$3,330.00	$13,320.00		$5,500.00	$22,000.00	$3,742.20	$14,968.80	$3,200.00	$12,800.00
77	L-108	NO. 8 L-824C 5KV CABLE, INSTALLED IN DUCT OR CONDUIT	400	LF	$4.15	$1,660.00	*	$6.00	$2,400.00	$3.93	$1,572.00	$2.00	$800.00
78	L-108	NO. 6 SOLID CU COUNTERPOISE, INSTALLED WITH GROUND RODS & CONNECTORS	400	LF	$7.30	$2,920.00	*	$6.00	$2,400.00	$6.91	$2,764.00	$2.00	$800.00
79	L-110	2" SCH. 40 PVC CONDUIT, INCLUDING TRENCH & BACKFILL	840	LF	$25.82	$21,688.80	*	$8.00	$6,720.00	$24.42	$20,512.80	$30.00	$25,200.00
80	L-110	6" SCH. 40 PVC CONDUIT, INCLUDING TRENCH & BACKFILL	550	LF	$69.31	$38,120.50	*	$10.00	$5,500.00	$65.56	$36,058.00	$40.00	$22,000.00
81	L-110	4" SCH. 40 PVC COMMUNICATIONS CONDUIT	1,200	LF	$39.98	$47,976.00	*	$9.00	$10,800.00	$37.82	$45,384.00	$35.00	$42,000.00
82	L-110	2W-2" CONCRETE ENCASED DUCT BANK	100	LF	$84.58	$8,458.00		$100.00	$10,000.00	$80.01	$8,001.00	$85.00	$8,500.00
83	L-125	L-861T ELEVATED TAXIWAY EDGE LIGHT IN TURF	2	EA	$3,221.22	$6,442.44		$3,000.00	$6,000.00	$3,047.10	$6,094.20	$900.00	$1,800.00
84	L-125	REMOVE TAXIWAY EDGE LIGHT	2	EA	$1,294.26	$2,588.52		$200.00	$400.00	$1,224.30	$2,448.60	$250.00	$500.00
85	L-125	SPLICE CAN	2	EA	$2,188.92	$4,377.84		$3,000.00	$6,000.00	$2,070.60	$4,141.20	$300.00	$600.00
86	12100	ALLOWANCE FOR PLAN REVIEW, BUILDING PERMIT, UTILITY TAP AND MISCELLANEOUS FEES	1	LS	$50,000.00	$50,000.00		$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
87	SPEC.	ALL CONTRACT ITEMS NOT INDICATED ELSEWHERE ON THE BID FORM	1	LS	$14,359,000.00	$14,359,000.00		$14,450,000.00	$14,450,000.00	$15,925,000.00	$15,925,000.00	$9,000,000.00	$9,000,000.00
		BASE BID AMOUNT:				**$17,369,522.80**	**		**$18,423,498.90**		**$19,039,725.30**		**$12,571,575.00**

* ERROR IN EXTENDED TOTAL
** ERROR IN TOTAL BID AMOUNT

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

TALBERT & BRIGHT, INC. — 4/27/2023 DATE

PROPOSAL REQUIREMENTS AND CONDITIONS

NEW CORPORATE AND BOX HANGARS

MID-CAROLINA REGIONAL AIRPORT – SALISBURY, NORTH CAROLINA

DATE: April 27, 2023

In compliance with the Advertisement (Notice to Bidders), the undersigned hereby proposes to furnish the materials and perform the work for completion of all items listed in the schedule for which the proposal is completed below in strict accordance with the Advertisement (Notice to Bidders), Plans, and General Provisions, Special Provisions of the Specifications, and all contract documents for the consideration of the price quoted in the following items and agrees, upon receipt of written notice of the acceptance of this Proposal, that within on hundred twenty (120) days after the date of the opening of the Proposals, it will execute a contract in accordance with the Proposal as accepted and give the required Performance and Payment Bond with good and sufficient surety or sureties, within fifteen (15) days after receipt of notice of formal award of contract and presentation of the prescribed forms.

The board or governing body shall award the contract to the lowest responsible base bid or any combination of the base bid and additive alternatives, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract. The OWNER reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid.

The undersigned agrees that if awarded the contract, it will commence work not later than the date set by the ENGINEER in the Notice(s) to Proceed and that it will complete the work within the time specified and in accordance with the Specifications. It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating Proposals.

The Bidder shall complete all line items and total amount of Bid. Failure to submit prices for each item shall be cause for rejection of Bid.

ADVERTISEMENT FOR BIDS

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids for "New Corporate and Box Hangars" at the Mid-Carolina Regional Airport will be received by the County of Rowan until 2:00 P.M. *(local time)*, on Thursday, April 6, 2023. Immediately thereafter, the bids will be publicly opened and read aloud in the Conference Room of the Rowan County Purchasing Department, located at 130 West Innes Street, Salisbury, North Carolina 28144.

All Contractors are hereby notified that they shall have proper Contractor's licenses as required by the state laws governing their respective trade in the state where this Project is located.

Bidding Documents may be examined at the Airport and on plan room websites as follows:

Dodge Data & Analytics – www.construction.com

Construct Connect (f/k/a iSqFt + bidclerk) – www.iSqFt.com

Bidders may obtain a complete set of bidding documents from Richa Graphics, 704-331-9744, 800 North College Street, Charlotte, North Carolina 28206, www.richa.com. All bid documents including addendum(s) are non-refundable. Contact Richa Graphics for document and shipping costs. Please note: Richa Graphics is the official Plan Room provider. Bidders must be listed on the plan holder's list held by Richa Graphics in order to receive any Bid Documents.

Notice is hereby given to all bidders that Executive Order 11246 and Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, are applicable to this contract.

Each bid must be accompanied by a Bid Bond, or by a certified check payable to Rowan County, Salisbury, North Carolina, and drawn on some bank or trust company authorized to do business in the State of North Carolina, for an amount equal to five percent (5%) of the total bid.

A performance bond and a labor and material payment bond are required.

A pre-bid conference will be held on Tuesday, February 28, 2023 at 1:30 P.M. *(local time)* in the Conference Room of the Mid-Carolina Regional Airport, Salisbury, North Carolina.

No bid may be withdrawn for a period of ninety (90) days after the closing time for the receipt of bids.

All bids will be awarded by Rowan County. Rowan County reserves the right to award and/or reject any and/or all bids and to waive any and all technical defects or irregularities in the execution of the submission of any bid.

Envelopes containing proposals must be sealed and addressed to Rowan County Purchasing Department, Attn: Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, NC 28144. Envelopes must be marked as follows: "New Corporate and Box Hangars", with contractor's name, address, and license number listed on the envelope.

Jody Farrow-Bennett
Rowan County Purchasing Dept.

ELECTRONIC BID FORM
NEW CORPORATE AND BOX HANGARS
MID-CAROLINA REGIONAL AIRPORT
TBE PROJECT NO. 3708-2103
4/27/2023

BASE BID

NO.	SPEC.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	C-102	TEMPORARY SILT FENCE	2,300	LF	$ 4.61	$10,594.95
2	C-102	TEMPORARY CONSTRUCTION ENTRANCE	3	EA	$ 4,662.00	$13,986.00
3	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	$ 4,467.75	$8,935.50
4	C-102	TEMPORARY ROCK OVERFLOW OUTLET	15	EA	$ 447.33	$6,709.95
5	C-102	TEMPORARY DIVERSION DITCH	620	LF	$ 3.89	$2,408.70
6	C-102	TEMPORARY EXCELSIOR MATTING	10,000	SY	$ 3.89	$38,850.00
7	C-102	TEMPORARY CHECK DAM	10	EA	$ 447.33	$4,473.30
8	C-102	EROSION CONTROL STONE, CLASS B	5	CY	$ 96.57	$482.85
9	C-102	RIP RAP, CLASS I	5	CY	$ 96.57	$482.85
10	C-102	SILTSACK INLET PROTECTION	8	EA	$ 204.24	$1,633.92
11	C-102	FILTER SOCK INLET PROTECTION	12	EA	$ 447.33	$5,367.96
12	C-102	GEOGRID	9,200	SY	$ -	$0.00
13	C-102	CONVERT SEDIMENT BASIN TO DETENTION BASIN	1	EA	$ 15,567.75	$15,567.75
14	C-105	MOBILIZATION	1	LS	$ 108,447.00	$108,447.00
15	P-101	PAVEMENT MILLING	2,300	SY	$ 15.54	$35,742.00
16	P-101	REMOVAL OF TIE DOWN ANCHOR	3	EA	$ 832.50	$2,497.50
17	P-101	PAVEMENT REMOVAL	2,300	SY	$ 7.22	$16,594.50
18	P-101	CURB AND GUTTER REMOVAL	320	LF	$ 15.54	$4,972.80
19	P-101	REMOVAL OF PIPE	500	LF	$ 12.77	$6,382.50
20	P-101	REMOVAL OF DRAINAGE STRUCTURE	4	EA	$ 573.87	$2,295.48
21	P-151	CLEARING AND GRUBBING	1	AC	$ 10,850.25	$10,850.25
22	P-152	UNSUITABLE EXCAVATION	1,500	CY	$ 70.49	$105,727.50
23	P-152	EMBANKMENT IN PLACE	16,700	CY	$ 7.77	$129,759.00
24	P-209	CRUSHED AGGREGATE BASE COURSE	4,200	CY	$ 122.10	$512,820.00
25	P400	BITUMINOUS SURFACE COURSE, TYPE S-9.5B, INC. ASPHALT BINDER	1,220	TN	$ 233.10	$284,382.00
26	P-400	BITUMINOUS SURFACE COURSE, TYPE S-9.5C, INC. ASPHALT BINDER	14	TN	$ 1,942.50	$27,195.00
27	P-401	BITUMINOUS CONCRETE SURFACE COURSE	840	TN	$ 333.00	$279,720.00
28	P-501	8" PORTLAND CEMENT CONCRETE PAVEMENT	2,600	SY	$ 91.02	$236,652.00
29	P-602	EMULSIFIED ASPHALT PRIME COAT	3,600	GAL	$ 11.10	$39,960.00
30	P-603	EMULSIFIED ASPHALT TACK COAT	740	GAL	$ 7.77	$5,749.80
31	P-620	PAVEMENT MARKING (REFLECTORIZED YELLOW)	260	SF	$ 11.10	$2,886.00
32	P-620	PAVEMENT MARKING (NON-REFLECTORIZED WHITE)	750	SF	$ 3.89	$2,913.75
33	P-620	REMOVE PAVEMENT MARKING	20	SF	$ 22.20	$444.00
34	D-701	6" PVC PIPE, SCHEDULE 40	110	LF	$ 63.27	$6,959.70
35	D-701	8" PVC PIPE, SCHEDULE 40	380	LF	$ 69.93	$26,573.40
36	D-701	8" PVC PIPE, SCHEDULE 80	250	LF	$ 68.82	$17,205.00
37	D-701	12" PVC PIPE, SCHEDULE 40	380	LF	$ 87.69	$33,322.20
38	D-701	12" PVC PIPE, SCHEDULE 80	150	LF	$ 130.98	$19,647.00
39	D-701	15" REINFORCED CONCRETE PIPE, CLASS III	840	LF	$ 38.85	$32,634.00
40	D-701	18" REINFORCED CONCRETE PIPE, CLASS III	29	LF	$ 44.40	$1,287.60
41	D-701	24" REINFORCED CONCRETE PIPE, CLASS III	60	LF	$ 97.68	$5,860.80
42	D-701	30" REINFORCED CONCRETE PIPE, CLASS III	238	LF	$ 122.10	$29,059.80
43	D-751	DROP INLET (H20 LOADING)	11	EA	$ 5,999.55	$65,995.05
44	D-751	CATCH BASIN	9	EA	$ 4,723.05	$42,507.45
45	D-751	MANHOLE (STANDARD OUTY)	4	EA	$ 5,106.00	$20,424.00
46	D-7S4	15" FLARED END SECTION	3	EA	$ 2,109.00	$6,327.00
47	D-751	24" FLARED END SECTION	1	EA	$ 2,935.95	$2,935.95
48	D-751	8" TRENCH DRAIN	144	LF	$ 632.70	$91,108.80
49	D-751	DETENTION RISER	1	EA	$ 7,659.00	$7,659.00
50	D-751	RAISE EX. MANHOLE	1	EA	$ 1,276.50	$1,276.50
51	PSP	6" DIAMETER PIPE BOLLARD	6	EA	$ 888.00	$5,328.00
52	SRU	4" PVC SANITARY SEWER PIPE	300	LF	$ 16.65	$4,995.00
53	SRU	6" PVC SANITARY SEWER PIPE	50	LF	$ 22.20	$1,110.00
54	SRU	8" PVC SANITARY SEWER PIPE	180	LF	$ 27.75	$4,995.00
55	SRU	4" DIP SANITARY SEWER PIPE	160	LF	$ 57.72	$9,235.20
56	SRU	6" DIP SANITARY SEWER PIPE	230	LF	$ 44.40	$10,212.00
57	SRU	8" DIP SANITARY SEWER PIPE	160	LF	$ 49.95	$7,992.00
58	SRU	SANITARY SEWER MANHOLE	4	EA	$ 3,552.00	$14,208.00
59	SRU	SANITARY SEWER CLEANOUT	12	EA	$ 493.95	$5,927.40
60	SRU	OIL WATER SEPARATER	3	EA	$ 13.32	$39.96
61	SRU	2" DOMESTIC WATERLINE AND ASSOCIATED FITTINGS	750	LF	$ 16.65	$12,487.50
62	SRU	8" FIRE WATERLINE AND ASSOCIATED FITTINGS	620	LF	$ 27.75	$17,205.00
63	SRU	12" DOMESTIC WATERLINE AND ASSOCIATED FITTINGS	150	LF	$ 55.50	$8,325.00
64	NCDOT	CONCRETE SIDEWALK	1,500	SY	$ 59.94	$89,910.00
65	NCDOT	HANDICAP RAMPS	4	EA	$ 2,109.00	$8,436.00
66	NCDOT	1'-6" CURB AND GUTTER	3,500	LF	$ 26.64	$93,240.00
67	F-162	10' TALL, CHAIN-LINK FENCE WITH BARBED WIRE	30	LF	$ 333.00	$9,990.00
68	F-162	24' AUTOMATIC GATE WITH ACCESS CONTROL	1	EA	$ 34,410.00	$34,410.00
69	F-162	REMOVAL OF AIRFIELD SECURITY FENCE	950	LF	$ 5.55	$5,272.50
70	F-168	6' ORNAMENTAL FENCE	100	LF	$ 215.34	$21,534.00
71	F-168	10' ORNAMENTAL FENCE	60	LF	$ 719.28	$43,156.80
72	F-168	20' ORNAMENTAL MANUAL SWING GATE	1	EA	$ 11,477.40	$11,477.40
73	F-168	6' x 5' ORNAMENTAL PEDESTRIAN GATE	2	EA	$ 4,699.74	$9,399.48
74	F-168	20' ORNAMENTAL ELECTRIC SLIDING GATE WITH ACCESS CONTROL	1	EA	$ 34,410.00	$34,410.00
75	T-901	TEMPORARY SEEDING (MULCHED)	6	AC	$ 2,220.00	$13,320.00
76	T-901	PERMANENT SEEDING (MULCHED)	4	AC	$ 3,330.00	$13,320.00
77	L-108	NO. 8 L-824C SKV CABLE, INSTALLED IN DUCT OR CONDUIT	400	LF	$ 4.15	$1,660.56
78	L-108	NO. 6 SOLID CU COUNTERPOISE, INSTALLED WITH GROUND RODS & CONNECTORS	400	LF	$ 7.30	$2,921.52
79	L-110	2" SCH. 40 PVC CONDUIT, INCLUDING TRENCH & BACKFILL	840	LF	$ 25.82	$21,687.62
80	L-110	6" SCH. 40 PVC CONDUIT, INCLUDING TRENCH & BACKFILL	550	LF	$ 69.31	$38,119.62
81	L-110	4" SCH. 40 PVC COMMUNICATIONS CONDUIT	1,200	LF	$ 39.98	$47,978.64
82	L-110	2W-2" CONCRETE ENCASED DUCT BANK	100	LF	$ 84.58	$8,458.20
83	L-125	L-861T ELEVATED TAXIWAY EDGE LIGHT IN TURF	2	EA	$ 3,221.22	$6,442.44
84	L-125	REMOVE TAXIWAY EDGE LIGHT	2	EA	$ 1,294.26	$2,588.52
85	L-125	SPLICE CAN	2	EA	$ 2,188.92	$4,377.84

86	12100	ALLOWANCE FOR PLAN REVIEW, BUILDING PERMIT, UTILITY TAP AND MISCELLANEOUS	1	LS	$50,000.00	$50,000.00
87	SPEC.	ALL CONTRACT ITEMS NOT INDICATED ELSEWHERE ON THE BID FORM	1	LS	$ ~~14,250,000.00~~ 14359,000.	~~$14,250,000.00~~ 14359.00

BASE BID TOTAL: ~~$17,780,439.26~~

CONTRACTOR COMPANY NAME: KMD CONSTRUCTION

$ 17,369,439.26

QUANTITY ADJUSTMENT

See specification section 012200 for more information on the item below.

Add/Deduct for Concrete/Steel for Building Footings (price in dollars per cubic yard)

$ 1,200.00 per Cubic Yard (CY)

ALTERNATE BID ITEMS

See specification section 012300 ALTERNATES for detailed descriptions of each alternate below.

Alternate No. 1:
Foam-Water Fire Suppression for the Corporate Hangar: $ 499,000.00

Alternate No. 2:
Foam-Water Fire Suppression for the Public Safety Hangar: $ 499,000.00

Alternate No. 3:
Owner's Preferred Alternate for Hangar Doors: $ 0.00

CONTRACT TIME

BASE BID TOTAL CONTRACT TIME: **730 CALENDAR DAYS**

CONTRACT TIME LIQUIDATED DAMAGES: **$1,500.00 PER CALENDAR DAY**

Enclosed is security in the amount of five percent (5%) of the total base bid, consisting of (Cash, Certified Check, or Bid Bond) Bid Bond payable to Rowan County.

KMD Construction, LLC
Name of Bidder

BY: _____
(Signature)

Kyle M. Davis Manager
(Name and Title of Signing Official) (Seal)

Contractor's License No. 49998

Acknowledgment of Receipt of Addendum

Addendum No. 1	Date 3/3/2023	Initial TLS
Addendum No. 2	Date 3/28/2023	Initial TLS
Addendum No. 3	Date 3/31/2023	Initial TLS
Addendum No. 4	Date 4/19/2023	Initial TLS
Addendum No. 5	Date 4/20/2023	Initial TLS

For Corporation, provide name and post office address for the President, Secretary, and Treasurer.

President

Name Kyle M. Davis

Address 222 Richmond Road

Salisbury, NC 28144

Secretary

Name Kimberly M. Davis

Address 222 Richmond Road

Salisbury, NC 28144

Treasurer

Name Kevin Cuevas

Address 13292 Carriage Circle

Gulfport, MS 39503

For Partnership, provide name and address for each partner.

Name _____

Address _____

_____

Name _____

Address _____

_____

Name _____

Address _____

_____

Name _____

Address _____

_____

For individual, provide name and post office address.

Name _____

Address _____

_____

Note: Failure to complete blank spaces may be grounds for rejection of Bid.

PREQUALIFICATION CERTIFICATION

The bidder certifies that he, as well as all subcontractors to be used on this project, is prequalified with the North Carolina Department of Transportation (NCDOT) and is on the current "prequalified bidder's list" published by the NCDOT.

NAME OF BIDDER: KMD Construction, LLC

SIGNATURE:

NAME: Kyle M. Davis

TITLE: Manager

DATE: April 27, 2023

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

October 10, 2022

TAMMY SMITH
KMD CONSTRUCTION LLC
1001 OLD WEST INNES ST
SALISBURY, NC 28144

Dear TAMMY SMITH:

Subject: Approval as a Bidder / PO Prime Contractor / Subcontractor

The information you submitted to the Department for approval as a Bidder / PO Prime Contractor / Subcontractor has been reviewed and your firm has been approved for the following work codes:

000825:INCIDENTAL CONCRETE CONSTRUCTION
000848:SIDEWALK, DRIVEWAYS, & WHEELCHAIR RAMPS
004110:FACILITIES- TOILET ACCESSORIES
004120:FACILITIES- TOILET PARTITIONS
004130:FACILITIES- SIGNS (INSIDE THE BLDG)
006000:DISASTER DEBRIS REMOVAL
006010:CUT & SHOVE
008080:AIRFIELD HANGARS/METAL BLDGS

Accordingly, the Department considers your firm prequalified as a Bidder / PO Prime Contractor / Subcontractor until 10/31/2023. Failure to renew or requalify will result in removal from our prequalified contractors' list.

If at any time prior to your next renewal date there is a change in any information for your firm, please proceed to the following website and submit a notice of change in your firm's information:

https://apps.ncdot.gov/Vendor/Prequal/Login.aspx

Sincerely,
Kevin Bradshaw
Qualification Engineer
Prequalification Management

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
PREQUALIFICATION MANAGEMENT
1509 MAIL SERVICE CENTER
RALEIGH, NC 27699-1509

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DRIVE
BUILDING B
RALEIGH, NC 27610

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of the Bid)

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and as the lawful authority to execute this Affidavit and the attached Bid.

   For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and

3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

   b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor

   c. in any discussion between bidders and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.

4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

This Bid will not be considered unless
this form has been fully completed and signed and certified by the Bidder.

KMD Construction, LLC
Name of Individual, Partnership, Limited Liability Company, or Corporation herein called Bidder

Kyle M. Davis
Type Name of Authorized Agent

Manager
Title of Authorized Agent

(Complete Notary Statement on next page)

NOTARY STATEMENT

STATE OF

COUNTY OF

I, Crystal G. Davis Notary Public in and for said County and State, do
(Name of Notary Public)
hereby certify that on this 27th day of April 20 23, ____
Kyle M. Davis personally known to me to be the same person and
(Type Name of Authorized Agent)
official who executed the above and foregoing instrument as Kyle M. Davis
(Type Name of Authorized Agent)
appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of
KMD Construction, LLC pursuant to authority conferred and for the uses and (Type Name of Bidder)
purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last above written.

CRYSTAL G DAVIS
Notary Public, North Carolina
Davie County
My Commission Expires
10-25-2027

Crystal G. Davis Crystal G Davis
Name of Notary Public

My commission expires:

10/25/2027

My commission #:

201230000172

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

April 27, 2023
Date

Signature

KMD Construction, LLC
Company Name

Manager
Title

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

NAME OF BIDDER: KMD Construction, LLC

IRS NUMBER: 56-2275033

BY: Kyle M. Davis

TITLE: Manager

DATE: April 27, 2023

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States, or;
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

April 27, 2023
Date

Signature

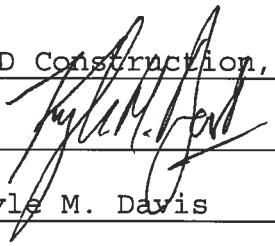
KMD Construction, LLC
Company Name

Manager
Title

CERTIFICATE OF PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract, less 5% retainage for satisfactory performance of its contract no later than seven (7) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

NAME OF BIDDER: KMD Construction, LLC

SIGNATURE: 

NAME: Kyle M. Davis

TITLE: Manager

DATE: April 27, 2023

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

NAME OF BIDDER: KMD Construction, LLC

BY: _____

TITLE: Manager

DATE: April 27, 2023

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

NAME OF BIDDER:	KMD Construction, LLC
IRS NUMBER:	56-2275033
BY:	
TITLE:	Manager
DATE:	April 27, 2023

PROHIBITION OF SEGREGATED FACILITIES CERTIFICATION

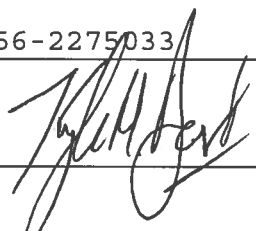
(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

NAME OF BIDDER: KMD Construction, LLC

IRS NUMBER: 56-2275033

BY: 

TITLE: Manager

DATE: April 27, 2023

PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that he proposes, if awarded the Contract, to use the following Subcontractors on this project. List below all proposed Subcontractors and trade specialties. (List only one Subcontractor for each item). The Bidder shall obtain prior written permission of the OWNER should he choose to add or substitute other Subcontractor(s) not shown herein.

Items	Subcontractors
Site Construction	Gold Express
Concrete	Wayne Brothers
Fabricated Steel	Peachland
Millwork	AR Bryd
Hollow Metal Doors	Cook and Boardman
Glass and Storefront	MSJ
Canopy / Awnings	Charlotte Tent
PEMB	Nucor
Erector	Reynolds Unlimited
Plumbing	Tri City Plumbing
Mechanical	Thacker & Wall
Electrical	Besco

Estimated total cost of items that Bidder states will be performed by Subcontractor:

($_____).

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet _____ of _____

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Arrow Pest Address Greensboro, NC	MBE WBE		Pest Control		$4,000.00
Name AOA Signs Address Yadkinville, NC	MBE WBE		Signage		12.200.00
Name Besco Electric Address Huntersville, NC	MBE WBE		Electrical		$2,573,532.00
Name Gold Express Address Concord	MBE WBE		Site		
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:
If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet _____ of _____

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

**** Dollar Volume of MBE Subcontractor $_____**

MBE Percentage of Total Contract Bid Price _____%

**** Dollar Volume of WBE Subcontractor $ 2,589,732.00**

WBE Percentage of Total Contract Bid Price_____%

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply

Minority Business Enterprise (MBE) ____

Women Business Enterprise (WBE) ____

Disadvantaged Business Enterprise (DBE) ____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount $ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor	Name of Bidder
Signature / Title	Signature / Title
Date	Date

(AV-511) (02/16)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

KMD Construction, LLC as principal, and Philadelphia Indemnity Insurance Company, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Rowan County as obligee, in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 27th day of April, 2023

WHEREAS, the said principal is herewith submitting proposal for

Mid-Carolina Regional Airport - New Corporate and Box Hangars

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

KMD Construction, LLC (SEAL)

By: _____ (SEAL)

_____ (SEAL)

Philadelphia Indemnity Insurance Company (SEAL)

By: Debra S. Ritter (SEAL)

Debra S. Ritter, Attorney-in-Fact

Surety Phone No. 610-206-7836

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

Surety Bond Number: Bid Bond
Principal: KMD Construction, LLC
Obligee: Rowan County

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Debra S. Ritter its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$75,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of April, 2023

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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, Finance Director
DATE: 05/15/2023
SUBJECT: Airport Hangar Financing

On May 4, 2023 the County received proposals for financing of the Airport Hangars. The Finance Director recommends moving forward with award to JP Morgan contingent upon approval by the Local Government Commission (LGC). Contract documents will be provided for Board of Commissioners approval at the June 5, 2023 meeting with LGC approval to follow on June 6, 2023. The estimated closing date is June 15, 2023.

Attached is the Bid Summary.

ATTACHMENTS:

Description	Upload Date	Type
Bank Bids	5/7/2023	Cover Memo

Rowan County

Installment Financing Contract
Summary of Bids Received
May 5, 2023

Bank	Submitter	Taxable	Tax Exempt	Fees	Prepayment	Additional Terms
JP Morgan	Kevin Harewood	4.3900%	3.6200%	$7,500	Non-Callable	Rate expires June 13, 2023 if not awarded by May 5, 2023
		4.8900%	4.0400%		Callable on June 1, 2027	Event of default, interest to be calculated based on current rate plus 4.00%
						Priority security interest in all vertical improvements and equipment for the Hangar
						Copies of title work and addresses of all real properties secured under a Deed of Trust
						Flood zone determinations
						Financial statements within 210 days after each fiscal year end
						Lender reserves the right to adjust pricing proposed
Truist	Ben Teague	4.9100%	3.9800%	$10,000	In whole at any time at 101% for the first 5 years.	First lien security interest on property purchased, financed, constructed, or renovated
						Rate expires July 3, 2023
						Proceeds deposited into a Truist account unless equipment is delivered before closing
						Financial statements within 210 days after each fiscal year end
Capital one	Jaci Bretz	5.6700%	4.8500%	$0	Taxable Callable after June 1, 2029 Tax-exempt Callable after June 1, 2031	Funds held my a escrow agent appointed by Capital One Public Funding (COPF)
						Financial statements as soon as available
						Term sheet expires if not accepted by May 11, 2023

Rowan County, NC

Installment Financing

Estimated Debt Service Comparison

May 5, 2023

	JP Morgan @ (4.39% TAX, 3.62% TE)			Truist @ (4.91% TAX, 3.98% TE)		
FY	Principal	Interest	Total	Principal	Interest	Total
2024	875,000	679,519	1,554,519	846,000	754,604	1,600,604
2025	890,000	664,538	1,554,538	861,000	739,086	1,600,086
2026	929,000	625,467	1,554,467	904,000	696,811	1,600,811
2027	970,000	584,684	1,554,684	948,000	652,425	1,600,425
2028	1,012,000	542,101	1,554,101	995,000	605,878	1,600,878
2029	1,057,000	497,674	1,554,674	1,043,000	557,023	1,600,023
2030	1,103,000	451,272	1,554,272	1,095,000	505,812	1,600,812
2031	1,151,000	402,850	1,553,850	1,148,000	452,048	1,600,048
2032	1,202,000	352,321	1,554,321	1,205,000	395,681	1,600,681
2033	1,255,000	299,553	1,554,553	1,264,000	336,515	1,600,515
2034	1,301,000	253,183	1,554,183	1,317,000	283,734	1,600,734
2035	1,348,000	206,087	1,554,087	1,369,000	231,318	1,600,318
2036	1,397,000	157,289	1,554,289	1,424,000	176,831	1,600,831
2037	1,448,000	106,718	1,554,718	1,480,000	120,156	1,600,156
2038	1,500,000	54,300	1,554,300	1,539,000	61,252	1,600,252
Total	17,438,000	5,877,553	23,315,553	17,438,000	6,569,174	24,007,174

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, Finance Director
DATE: 05/15/2023
SUBJECT: Financial Reports

Please see attached Financial Reports.

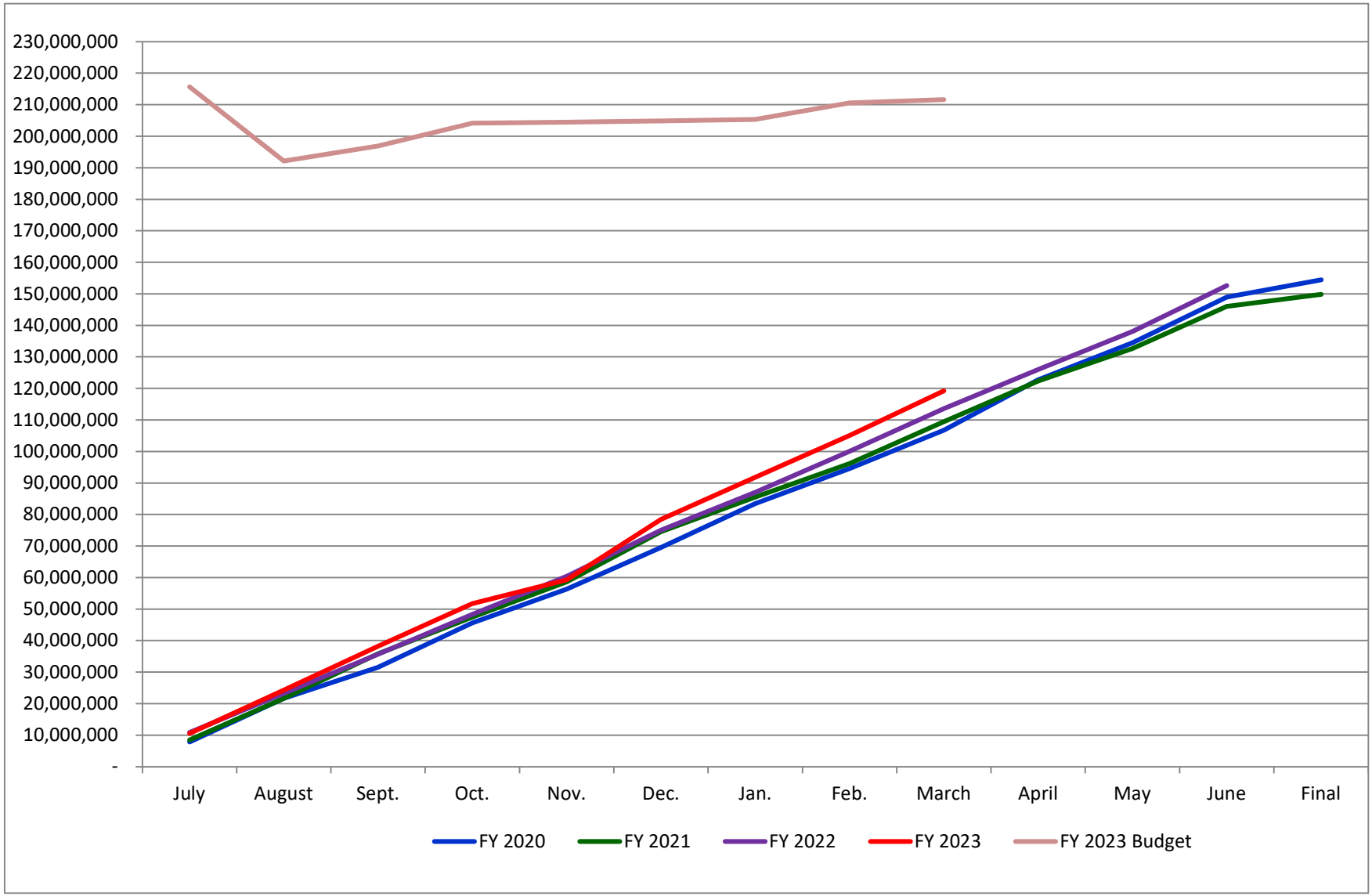
ATTACHMENTS:

Description	Upload Date	Type
Financial Reports	5/5/2023	Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

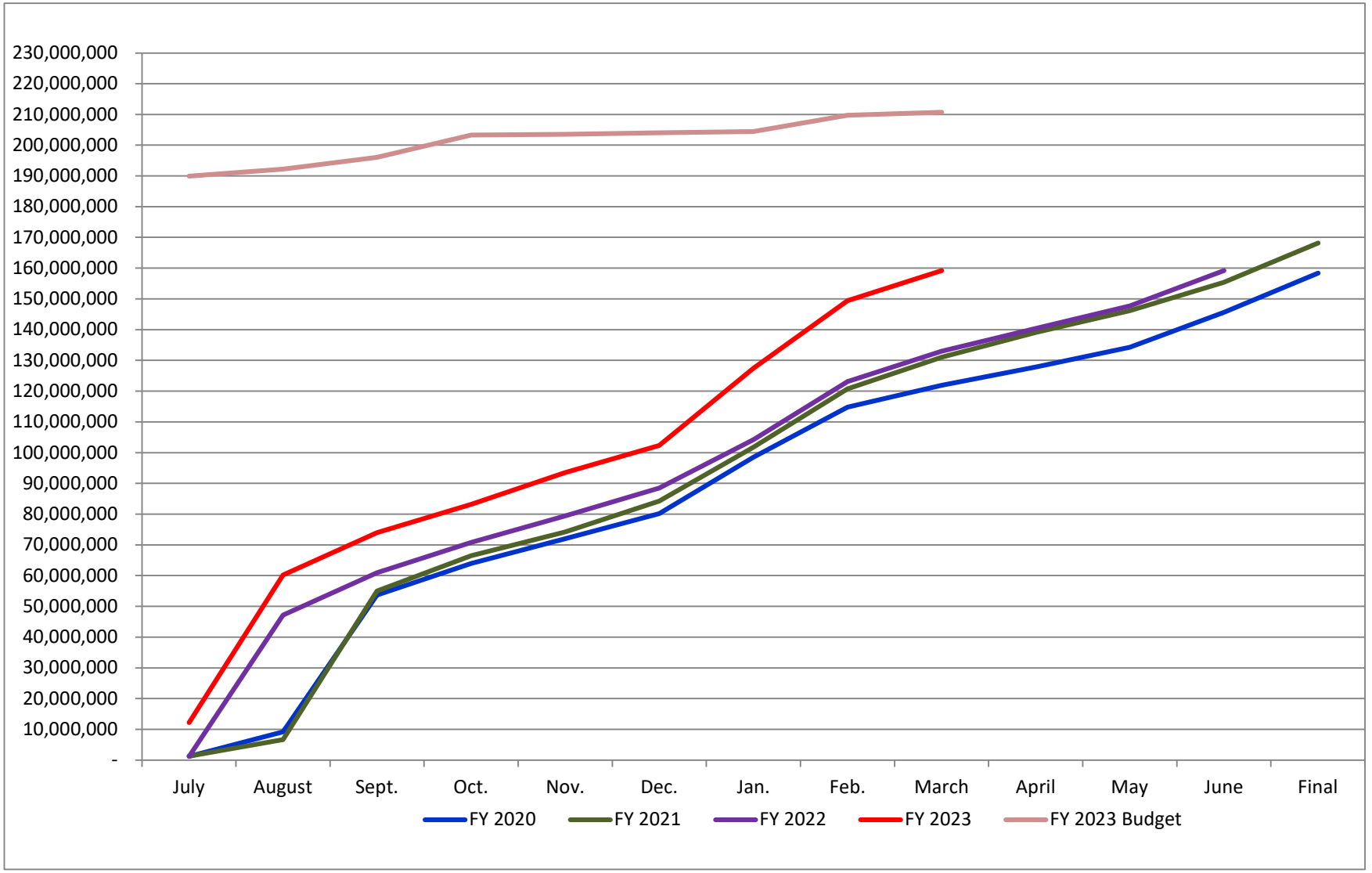
	April	
2023	$	132,531,969
2022	$	125,975,429
2021	$	122,338,852
2020	$	122,695,118



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE REVENUE COMPARISONS

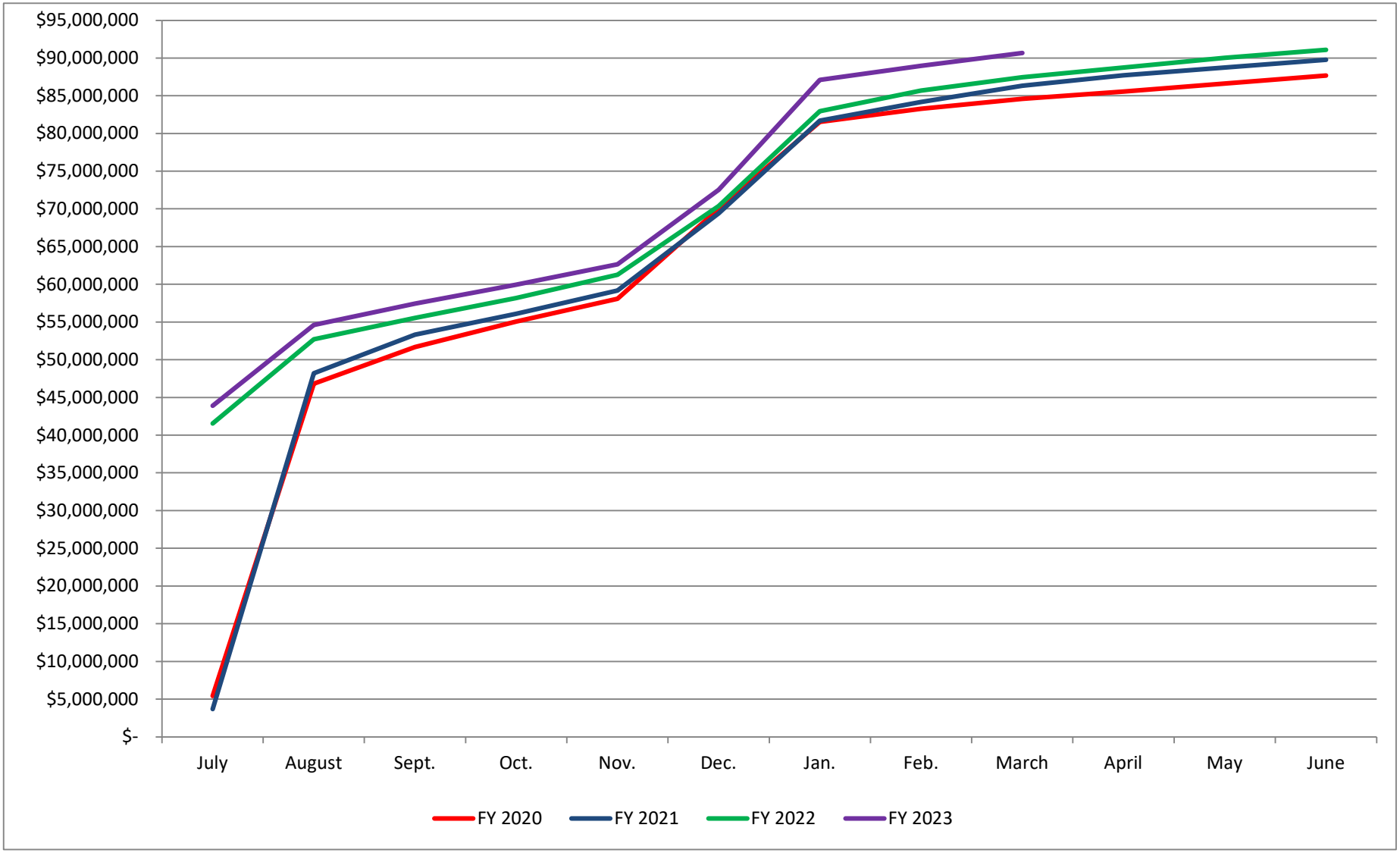
	April
2023	$ 174,368,945
2022	$ 140,369,455
2021	$ 139,114,665
2020	$ 127,826,108



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2020 - 2023

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

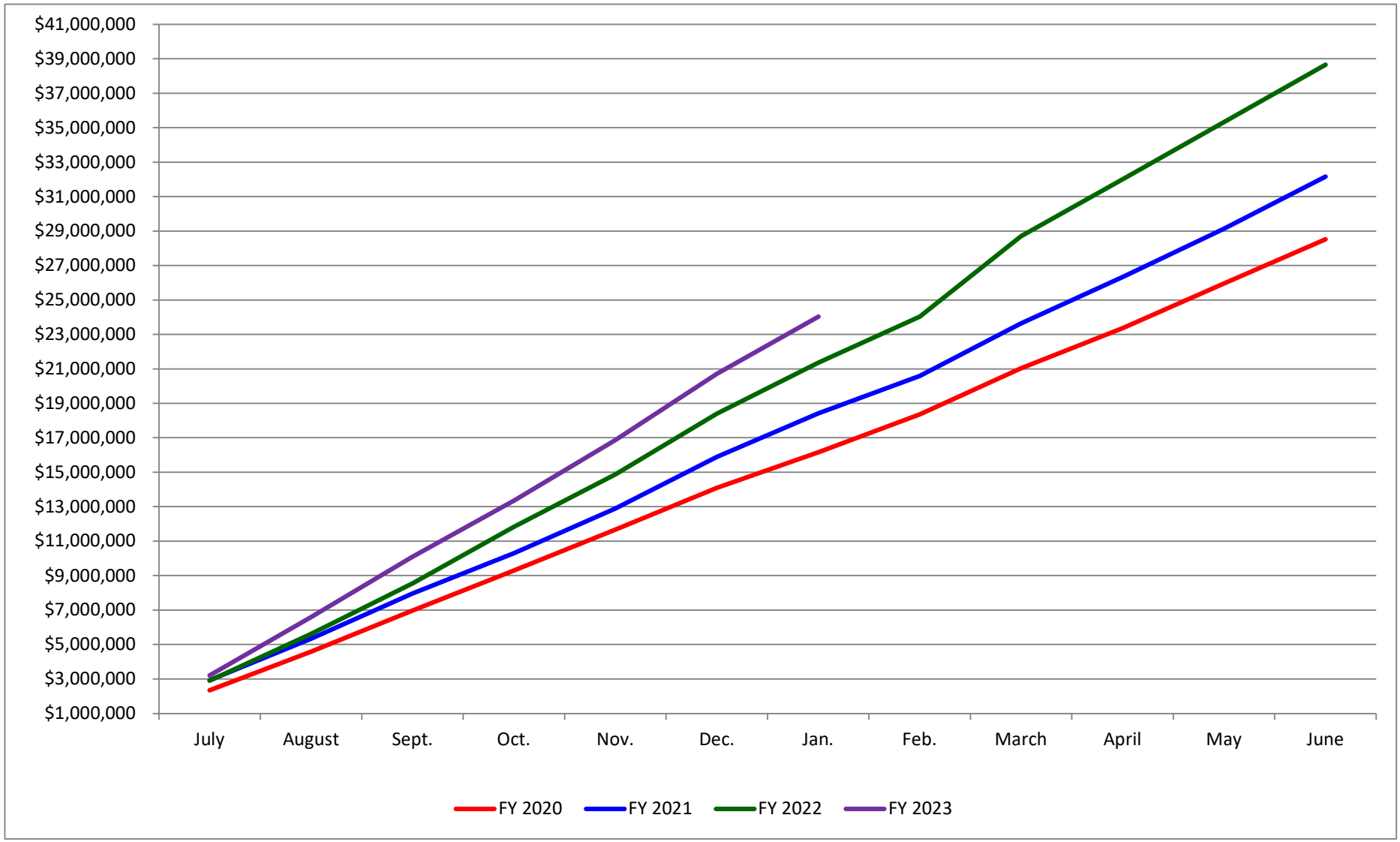
	March	
2023	$	90,690,139
2022	$	87,439,626
2021	$	86,331,943
2020	$	84,576,418



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE SALES TAX COMPARISONS

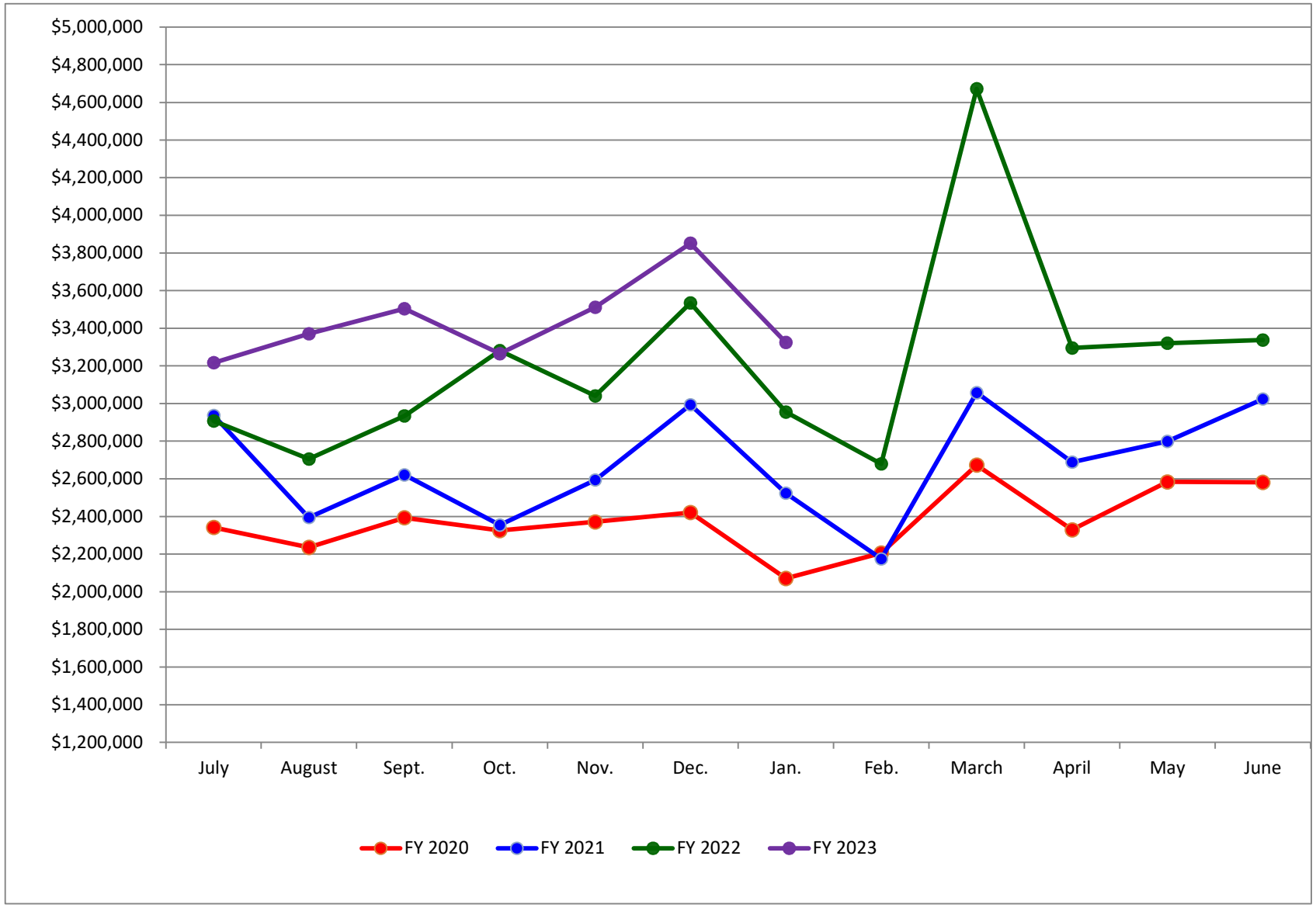
	January
2023	$ 24,045,336
2022	$ 21,358,167
2021	$ 18,417,335
2020	$ 16,158,967



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

MONTHLY SALES TAX COMPARISONS

January		
2023	$	3,324,839
2022	$	2,955,046
2021	$	2,523,217
2020	$	2,070,944



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Aaron Church, County Manager
DATE:	5/15/23
SUBJECT:	Presentation of the FY 2023-24 Proposed Budget

The proposed budget for the 2023-24 fiscal year will be introduced.