



**ROWAN COUNTY COMMISSION AGENDA  
May 3, 2021 - 3:00 PM**

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: April 19, 2021

**1 Consider Approval of Consent Agenda**

- A. Environmental Health Bi-Weekly Report
- B. RUQ Airport Mission, Vision & Values
- C. Rowan Transit System (RTS) Procedures Manual
- D. Farm Land Lease
- E. Schedule Public Hearing for CUP 14-99 Amendment for May 17, 2021
- F. Tax Refunds for Approval

- G. Approval to Purchase Two Ambulances
  - H. Approval of Auditing Services
  - I. Employee On-Site Clinical Services
  - J. Policy 5.9 Longevity/Merit Program Proposed Revisions
  - K. Rapid COVID-19 Testing
- 2 Special Recognition
- A. Proclamation for Law Enforcement Week
  - B. Proclamation for Shield A Badge With Prayer
  - C. Exercise is Medicine Month
- 3 Public Comment Period
- 4 Consider PE 02-21: Francisco Castro
- 5 Consider FSW 01-21: Christina Foskey
- 6 Consider Approval of Board Appointments
- 7 Adjournment

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

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** April 20, 2021  
**SUBJECT:** Consider Approval of the Minutes: April 19, 2021

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**ATTACHMENTS:**

**Description**

April 19, 2021 Minutes

**Upload Date**

4/21/2021

**Type**

Cover Memo

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



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

## **Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8181 • Fax 704-216-8195

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS**

**April 19, 2021 – 6:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**

Present: Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Craig Pierce, Member  
Judy Klusman, Member  
Mike Caskey, Member (arrived at 6:09 p.m.)

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, Assistant County Manager/CIO Randy Cress and Finance Director James Howden were also present and/or participating remotely.

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

#### **CONSIDER ADDITIONS TO THE AGENDA**

- Chairman Edds added a request from County Attorney Jay Dees to the Consent Agenda for approval of the Foley Settlement Agreement and Release. The request was added as Item H.
- Chairman Edds added a request to the Consent Agenda from Facilities and Parks Director Don Bringle to allocate \$100,000 for the Woodleaf Community Park. The matter was added as Item I.
- Chairman Edds added a request from Sheriff Auten to the Consent Agenda for Approval of the Rowan County Detention Center Medical Plan. The issue was added as Item J.

#### **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.



## **CONSIDER APPROVAL OF THE AGENDA**

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

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the minutes of the April 5, 2021 and April 7, 2021 Commission Meeting passed unanimously (4-0).

## **1. CONSIDER APPROVAL OF CONSENT AGENDA**

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

The Consent Agenda consisted of the following:

- A. Health Department - Environmental Health Report
- B. Ratify Z 01-21: K Town Homes
- C. FAA Sponsor Land Ownership Verification
- D. Inmate Healthcare Services - Award Contract
- E. Auditing Services - Award Contract
- F. Acceptance of Tier II Grant
- G. Professional Development Revision
- H. Foley Settlement Agreement and Release (addition to the Consent Agenda)
- I. Request to Allocate \$100,000 for the Woodleaf Community Park (addition to the Consent Agenda)
- J. Approval of the Rowan County Detention Center Medical Plan (addition to the Consent Agenda)

## **2. PUBLIC COMMENT PERIOD**

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

## **3. PUBLIC HEARING: Z 02-21 NORTHPOINT DEVELOPMENT**

Shane Stewart, Assistant Planning Director, provided a power point as he presented the staff report for Z 02-21. Mr. Stewart said Northpoint Development (ND) had submitted a rezoning petition for Tax Parcel 409 022 located in the 400 block of Webb Road. The 44.85-acre parcel was owned by Sharon Fesperman and Willis Myers and zoned 85-ED-2. The request sought to change to Commercial, Business, Industrial (CBI).

Mr. Stewart reviewed the property characteristics, zoning analysis, East Rowan Land Use Plan (LUP) and potential impacts for the request.

(Commissioner Caskey arrived at 6:09 p.m.)

The Planning Board unanimously approved the request at its March 22, 2021 meeting and provided a Statement of Consistency for the Commissioners consideration. Mr. Stewart noted the procedural requirements and said the Commissioners would need to adopt a Statement of Consistency prior to rendering a decision for Z 02-21.

Chairman Edds stated that Northpoint Development had brought the Chewy facility to Rowan County and was now looking at a site for development along i-85. Chairman Edds welcomed Michael Johnston with Northpoint Development to the meeting.

Mr. Johnston expressed appreciation for the Board's consideration and also to Planning Staff. Mr. Johnston said he looked forward to working with the County on another project and especially with the great access, staffing, etc. that was available.

Chairman Edds thanked Mr. Johnston for the difference Northpoint Development had made to the community and Chairman Edds encouraged Mr. Johnston to please reach out if the County could provide assistance with the new project.

Chairman Edds opened the public hearing to receive citizen input regarding Z 02-21. The following individuals addressed the Board:

- Pastor Bill Godair of Cornerstone Church shared his enthusiasm for the project and for the job opportunities that had been brought to the County.

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

Chairman Edds moved approval of the following Statement of Consistency: The Z 02-21 general rezoning from 85-ED-2 to CBI is based on the following facts:

- Current zoning [and use] of the [surrounding] land is being used for commercial, industrial and mixed use already;
- [The request] is consistent with the East Rowan Land Use Plan's I-85 and US 29 corridor [recommendations]
- CBI is consistent and complimentary to other uses in the area and the parcel is adjacent to existing CBI districts.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve Z 02-21 carried unanimously.

#### **4. CONDUCT QUASI-JUDICIAL HEARING FOR AMENDING CUP 08-16: CHERRY TREESORT**

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for Cup 08-16 Amendment #2 to be in session. Chairman Edds said the hearing would focus on an application submitted by Trent Cherry to add eight (8) additional treehouses on Tax Parcel 120-140 located at the 1800 block of Flat Rock Road.

Carolyn Barger, Clerk to the Board, swore in those wishing to provide testimony in the case.

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B) and also provided a power point (Exhibit C) as he discussed the request.

According to the Staff Report (Exhibit B), Mr. Stewart said the Board approved a conditional use permit (CUP) for CUP 08-16 for property owner Trent Cherry for two (2) existing treehouses and five (5) proposed treehouses. The treehouses used for overnight rental were included in the definition of a "cabin" by the Zoning Ordinance distinguished as a habitable structure used for overnight or temporary lodging of a recreation purpose.

Mr. Cherry constructed three (3) of the proposed five (5) treehouses resulting in a total of five (5) completed treehouses before the 2-year expiration date to obtain permits for requested improvements from the CUP 08-16 plan. In March 2020, Mr. Cherry requested ten (10) new structures comprised of treehouses and "hobbit" style houses, which are principally underground, and a vested right period of five (5) years to obtain construction permits rather than the default two (2) years. On March 16, 2020, the Board approved three (3) of the ten (10) requested units along with the vested rights request for five (5) years.

Mr. Cherry constructed the three (3) approved units from the 2020 amendment request and is seeking approval for seven (7) additional tree houses along the southern portion of his property. Mr. Stewart said the Staff Report (Exhibit B) indicated Mr. Cherry was seeking approval for eight (8) additional trees houses; however, Mr. Cherry settled on seven (7) after the Staff Report (Exhibit B) had been generated.

Mr. Stewart said the condition of the road had been approved by the Fire Marshal's Office. The Fire Marshal did request an agreement for the upkeep of the road and Mr. Cherry was aware and in agreeable to the request.

Using the power point (Exhibit C), Mr. Stewart showed the property, the surrounding areas, as well as the sites for the proposed expansion as he reviewed the information contained in the Staff Report (Exhibit B). Mr. Stewart noted the Land Use Plan did not have recommendations for tree houses.

Public notice of the hearing was mailed on April 7, 2021 to eighteen (18) adjoining land owners (within 100' of the subject property). In addition, a sign was posted on the property on April 7, 2021 and the request and materials were posted on the County's website on April 14, 2021.

Procedurally, Mr. Stewart said the Board must adopt facts supporting the below findings of fact based on the evaluation criteria listed in the Staff Report (Exhibit B):

1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.
2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.
3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

Based on the Staff Report (Exhibit B), the request in 2020 was approved subject to the following conditions, which had all been met:

1. Obtain commercial driveway permit from NCDOT for lower entrance; submit road names for consideration;
2. Make necessary road improvement to comply with 18' wide road and 6" compacted stone base, including hammerhead style turn arounds, for existing and proposed internal roads;
3. Comply with all applicable Building Code and Environmental Health standards for construction and operation; and
4. A five (5) year vested right was authorized for initiating construction of the three (3) units and related improvements, expiring March 17, 2025.

Chairman Edds called the applicant, Trent Cherry, forward. Mr. Cherry reported he had a contractor look at the road, which would be 18' wide as requested and also include a turnaround large enough for a firetruck. Mr. Cherry also discussed the different types of evergreens and shrub ideas that had been provided by a design architect. Mr. Cherry said he had discussed the expansion with his neighbor, Mr. Tidwell, who had no problem with either using fencing or planting trees.

Chairman Edds opened the floor to receive testimony from those who had been sworn and the following individual came forward:

- Donna Hampton of 445 Beaver Road stated her residence was in close proximity to Cherry Treesort. Ms. Hampton expressed concern with the noises she heard from the property on occasion, as well as other issues such as a lost puppy from the Treesort and noise created by construction vehicles working at the Treesort. Ms. Hampton felt a quiet time should be imposed and said in the future she would call 911 if she heard noises past an unreasonable hour. Ms. Hampton also asked how many treehouses Mr. Cherry would have to build for a profit.

With no one else sworn to provide testimony in the case, Chairman Edds closed the public hearing.

Chairman Edds asked Mr. Cherry if he had an on-site manager and Mr. Cherry said no.

Chairman Edds Mr. Cherry if he had policies in place for his guests and Mr. Cherry responded yes. Mr. Cherry said the policies did not allow for dogs and he had not been aware of the dog on the property.

In response to an inquiry from Chairman Edds, Mr. Cherry said the policy calls for guests to be courteous of other people. Mr. Cherry noted there were more gunshots in the area than there was noise at the Treesort. Mr. Cherry noted that his neighbor's property (Mr. Tidwell) backed up to the Treesort and Mr. Tidwell had no problems with the Treesort. Mr. Cherry felt the comments of the previous speaker had been exaggerated.

Chairman Edds encouraged Mr. Cherry to make sure guests were aware of others and to be considerate of the neighbors. Chairman Edds continued by saying those who lived in neighborhoods all heard noise from backyard birthday parties, mowers and blowers, etc. Chairman Edds noted that if Mr. Cherry sold the acreage at least 50 homes could be built and the noise would be a lot worse than from the Treesort. In closing, Chairman Edds said it was not up to the Commissioners to determine how much money Mr. Cherry could generate from the Treesort.

Commissioner Pierce said he appreciated the comments of the speaker and said if the noise was too loud, to report the noise to the Sheriff's Office.

Chairman Edds moved the development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

- a. NCDOT has issued approvals for driveway entrances to safely access Flat Rock Road.
- b. Enhanced screening or fencing along the eastern property line toward Beaver Rd should eliminate any future visual conflicts.

The motion was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds moved that the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

- a. 8 new residential units have been built within ½ mile of the project during the last 5 years suggesting the project is not a deterrent to adjoining residential properties or those in the area.

Commissioner Pierce seconded and the motion carried unanimously.

Chairman Edds moved that the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

- a. The material and evidence presented has demonstrated the Cherry Treesort project complies with general and specific conditional use criteria and in

conjunction with the conditions this Board has attached to approval, suggest it is generally compatible with land uses in the RA district.

Commissioner Pierce seconded and the motion passed unanimously.

Commissioner Pierce moved to approve amending CUP 08-16 followed by a second from Commissioner Klusman. The motion carried unanimously.

#### **5. PUBLIC HEARING: FY 21-22 HOME FUNDING ACTION PLAN**

Shane Stewart, Assistant Planning Director, reported the Commission had conducted the required public hearing for the program at its March 15, 2021 meeting prior to adopting its FY 2021-22 HOME Funding Action Plan. The anticipated allocation to the County was to be approximately \$178,200. A member jurisdiction opted not to participate this year; therefore, the funding was increased to all jurisdictions.

The anticipated funding for FY 2021-22 increased to \$209,969 and required the County to conduct another public hearing.

Staff recommended the scope of the program continue to focus on owner occupied rehabilitation as the need for this service to the community is evident based on inquiries. Although there was an increase in funding, the rising costs of materials and construction would keep the number of anticipated homes to be served at five (5) units with any remaining funds spent towards rehabilitation of owner-occupied housing.

Chairman Edds opened the public hearing to receive citizen input regarding the FY 2021-22 HOME Funding Action Plan. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Greene moved to approve the FY 21-22 HOME Funding Action Plan and accept modifications of a decrease or increase in Consortium funding of 10 percent. Commissioner Pierce seconded and the motion passed unanimously.

Commissioner Greene moved to authorize the County Manager to sign the application as the Certifying Official; authorize the County Manager to sign all administrative and housing related documents associated with this program, including current and past annual agreements with the City of Concord; and to authorize the Chairman to enter into a contract with the Salisbury CDC to administer the County's program for FY 2021-22. The motion was seconded by Commissioner Pierce and passed unanimously.

#### **6. UPDATE FROM CHARTER ON RDOF AWARD IMPACT IN ROWAN COUNTY**

Mike Tanck, Director of Government Affairs for Charter Communications provide an update regarding Charter's recent award of Federal Rural Digital Opportunity Funds (RDOF) for unserved/underserved areas for broadband in Rowan County.

Mr. Tanck provided a power point and highlighted the following information:



- Purpose to expand broadband service into unserved areas
- Economics to expand broadband in rural low-density areas
- Eligible Census Blocks - No Broadband Service (25/3 Mbps)
- Revers Auction
- Awards announced December 7, 2020
- Quite Period ended January 29, 2021

Mr. Tanck said RDOF was a large effort for Charter and a new department was being established. Mr. Tanck reported over 2,000 new employees were being hired, as well as many contractors to help with the work.

Mr. Tanck shared how the project would be broken down into regions. Mr. Tanck also discussed the “boots on the ground work” now that the bids had been won.

According to Mr. Tanck, one of the issues going forward was making sure the existing poles could be used. When looking at the poles in the rural areas, Mr. Tanck described them as very old and designed for hanging power or phone lines but not for hanging broadband attachments. There were requirements for the attachments.

Mr. Tanck discussed the timing for the project, as well as realistic expectations.

Chairman Edds asked Mr. Tanck to do what he could to make sure Rowan County was pushed to the front.

In response to an inquiry from Chairman Edds, Assistant County Manager/CIO Randy Cress reported there were just over 1100 total homes underserved in the County. Mr. Cress said it appeared Charter would cover a large number of the homes.

Mr. Tanck encouraged the Board to contact him if the members had any further questions.

Chairman Edds thanked Mr. Tanck for the presentation.

## **7. COMMUNITY ACCESS POINT FOR VA'S VET CENTER PROGRAM**

Justan Mounts, Director of Veteran Services discussed a request from Lance Nelson, Veterans Outreach Specialist, regarding the possibility of setting up a Community Access Point in Rowan county for the Veterans (Vet) Center Program. The closest Vet Centers were located in Charlotte and Greensboro. The Vet Centers were community-based counseling centers that provided a wide range of social and psychological services, including professional readjustment counseling to eligible Veterans, active duty service members, including National Guard and Reserve components, and their families.

The request was for space to conduct Groups Therapy and a private office to conduct individual counseling. They have a standard Memorandum of Agreement (MOA) if the BOC were to move forward with this.

Chairman Edds asked what action was required of the Board. Mr. Mounts responded that he was only asking permission to move forward with the MOA and for the MOA to be sent to the appropriate individuals within the County to determine if the County was interested in the project.

In response to an inquiry from Chairman Edds, Mr. Mounts felt the County Attorney and County Manager should be involved. Mr. Mounts said his own involvement would be at the request of the County Manager and County Attorney. Mr. Mounts explained that the issue would have to come back to the Board.

Commissioner Caskey moved to allow County Staff and County Attorney Jay Dees to move forward and with these groups. Commissioner Pierce seconded the motion.

Commissioner Caskey took the opportunity to praise Mr. Mounts as Director of Veteran Services and for the great work he does with the Veterans.

Chairman Edds also expressed appreciation for Mr. Mounts.

Upon being put to a vote, the motion on the floor passed unanimously.

#### **8. DISCUSSION REGARDING DATE FOR BUDGET WORK SESSION**

Chairman Edds said the Board was being asked to schedule a date in early May to hold a budget work session.

County Manager Aaron Church said the work session would be a hybrid of a retreat and a budget work session, as well as a discussion of the American Recovery Act budget. Mr. Church asked if the Board could meet either as early as the end of April or the first of May.

After a brief discussion, the consensus of the Board was to hold a budget work session on May 6, 2021 at 10:00 a.m.

#### **9. BUDGET AMENDMENT**

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

- Social Services – The County signed an agreement with Cardinal Innovations Healthcare (CIH) and the County agrees to reinvest funds for the children in foster care to provide permanency outcomes. Funds were received and the budget amendment is to budget the expenditure and revenue line items. \$795,900

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



## **10. FINANCIAL REPORTS**

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

- Annual Cumulative Expenditure Comparisons as of March 2021 - \$109,426,754
- Annual Cumulative Revenue Comparisons as of March 2021 - \$131,005,904
- Annual Cumulative Current Year Property Tax Comparisons as of February 2021 – \$84,160,195
- Annual Cumulative Sales Tax Comparisons as of December in FY 2021 - \$15,512,757
- Monthly Sales Tax Comparisons as of December in FY 2021 - \$2,993,691

## **11. LITTER REPORT**

Chairman Edds noted the Environmental Management Department had removed 37.77 tons of litter and debris from along Rowan County roadsides in the first quarter of 2021. The Department also removed 330 improperly discarded tires and 131 syringes.

## **12. CLOSED SESSION**

Chairman Edds moved at 7:41 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute § 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on April 5, 2021; and North Carolina General Statute § 143-318.11(a)(4) to discuss a potential economic development matter. The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved the Board return to Open Session at 8:29 p.m. The motion was seconded by Commissioner Greene and passed unanimously. No action was taken.

## **13. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 8:30 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
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:** Alyssa Harris  
**DATE:** April 23, 2021  
**SUBJECT:** Environmental Health Bi-Weekly Report

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Attached information for the BOC for the Environmental Health reports

**ATTACHMENTS:**

| <b>Description</b>        | <b>Upload Date</b> | <b>Type</b>     |
|---------------------------|--------------------|-----------------|
| Bi-weekly ENHS BOC Charts | 4/23/2021          | Backup Material |
| Bi-weekly ENHS BOC Graphs | 4/23/2021          | Backup Material |

| ONSITE WASTEWATER REPORT |                                    |                        |                                           |                                |                                  |                |                                                        |                                       |                                |                  |                          |                |
|--------------------------|------------------------------------|------------------------|-------------------------------------------|--------------------------------|----------------------------------|----------------|--------------------------------------------------------|---------------------------------------|--------------------------------|------------------|--------------------------|----------------|
|                          | NUMBER OF INSPECTIONS              |                        |                                           |                                |                                  |                |                                                        |                                       |                                |                  |                          |                |
|                          | Well Inspections Completed (W1,W3) | Well Permits Requested | Soil/Site Evaluations Completed (S1, S1E) | Soil/Site Evaluation Requested | IP's Completed (S3, S4, S4A, S5) | IP's Requested | Existing System Inspections Completed (S12, S13, S13D) | Existing System Inspections Requested | Final Septic Inspections (S19) | Well Grouts (W2) | Complaints Visited (S25) | Backlog        |
| DATE RANGE               |                                    |                        |                                           |                                |                                  |                |                                                        |                                       |                                |                  |                          |                |
| Nov-20                   | 27                                 | 26                     | 151                                       | 46                             | 52                               | 46             | 6                                                      | 6                                     | 49                             | 27               | 8                        | 5 weeks 2 days |
| Dec-20                   | 20                                 | 22                     | 159                                       | 37                             | 31                               | 37             | 2                                                      | 3                                     | 27                             | 23               | 17                       | 3 weeks 2 days |
| Jan-21                   | 37                                 | 24                     | 181                                       | 66                             | 38                               | 66             | 7                                                      | 8                                     | 24                             | 25               | 13                       | 2 weeks 1 day  |
| Feb-21                   | 49                                 | 24                     | 189                                       | 48                             | 29                               | 48             | 9                                                      | 9                                     | 26                             | 24               | 32                       | 4 weeks 4 days |
| Mar-21                   | 48                                 | 47                     | 182                                       | 68                             | 54                               | 68             | 2                                                      | 3                                     | 52                             | 47               | 11                       | 5 weeks 2 days |
|                          |                                    |                        |                                           |                                |                                  |                |                                                        |                                       |                                |                  |                          |                |
| Total                    | 181                                | 143                    | 862                                       | 265                            | 204                              | 265            | 26                                                     | 29                                    | 178                            | 146              | 81                       |                |

| BI-WEEKLY ONSITE WASTEWATER REPORT |                                    |                        |                                           |                                |                                  |                |                                                        |                                       |                                |                  |                          |                |
|------------------------------------|------------------------------------|------------------------|-------------------------------------------|--------------------------------|----------------------------------|----------------|--------------------------------------------------------|---------------------------------------|--------------------------------|------------------|--------------------------|----------------|
|                                    | NUMBER OF INSPECTIONS              |                        |                                           |                                |                                  |                |                                                        |                                       |                                |                  |                          |                |
|                                    | Well Inspections Completed (W1,W3) | Well Permits Requested | Soil/Site Evaluations Completed (S1, S1E) | Soil/Site Evaluation Requested | IP's Completed (S3, S4, S4A, S5) | IP's Requested | Existing System Inspections Completed (S12, S13, S13D) | Existing System Inspections Requested | Final Septic Inspections (S19) | Well Grouts (W2) | Complaints Visited (S25) | Backlog        |
| DATE RANGE                         |                                    |                        |                                           |                                |                                  |                |                                                        |                                       |                                |                  |                          |                |
| Oct. 26 - Nov. 6                   | 34                                 | 13                     | 99                                        | 24                             | 29                               | 22             | 2                                                      | 0                                     | 20                             | 23               | 6                        | 4 weeks 4 days |
| Nov. 9 - Nov. 20                   | 16                                 | 12                     | 78                                        | 26                             | 28                               | 22             | 2                                                      | 1                                     | 24                             | 18               | 7                        | 4 weeks 4 days |
| Nov. 23-Dec. 4                     | 13                                 | 11                     | 64                                        | 19                             | 21                               | 19             | 1                                                      | 0                                     | 14                             | 7                | 1                        | 5 weeks 2 days |
| Dec. 7 - Dec. 18                   | 15                                 | 13                     | 62                                        | 24                             | 19                               | 24             | 0                                                      | 2                                     | 15                             | 10               | 16                       | 4 weeks        |
| Dec. 21 - Jan. 1                   | 1                                  | 7                      | 58                                        | 10                             | 6                                | 11             | 1                                                      | 1                                     | 8                              | 11               | 1                        | 3 weeks 2 days |
| Jan. 4 - Jan. 15                   | 20                                 | 22                     | 84                                        | 26                             | 18                               | 26             | 1                                                      | 1                                     | 10                             | 12               | 7                        | 2 weeks 3 days |
| Jan. 18 - Feb. 5                   | 28                                 | 14                     | 126                                       | 48                             | 27                               | 48             | 6                                                      | 0                                     | 23                             | 18               | 10                       | 2 weeks 1 day  |
| Feb. 8 - Feb. 19                   | 23                                 | 16                     | 92                                        | 29                             | 11                               | 29             | 8                                                      | 1                                     | 13                             | 9                | 20                       | 3weeks 3 days  |
| Feb. 22 - Mar. 5                   | 23                                 | 10                     | 95                                        | 32                             | 8                                | 32             | 2                                                      | 0                                     | 14                             | 19               | 9                        | 5 weeks 2 days |
| Mar. 8 - Mar. 19                   | 16                                 | 26                     | 68                                        | 28                             | 32                               | 28             | 1                                                      | 2                                     | 14                             | 15               | 6                        | 4 weeks        |
| Mar. 22 - Apr. 2                   | 21                                 | 24                     | 79                                        | 40                             | 20                               | 40             | 0                                                      | 5                                     | 28                             | 24               | 4                        | 4 weeks 3 days |
| Apr. 5 - Apr. 16                   | 16                                 | 14                     | 110                                       | 24                             | 19                               | 24             | 4                                                      | 5                                     | 28                             | 26               | 1                        | 4 weeks 3 days |
|                                    |                                    |                        |                                           |                                |                                  |                |                                                        |                                       |                                |                  |                          |                |
| Total                              | 226                                | 182                    | 1015                                      | 330                            | 238                              | 325            | 28                                                     | 18                                    | 211                            | 192              | 88                       |                |

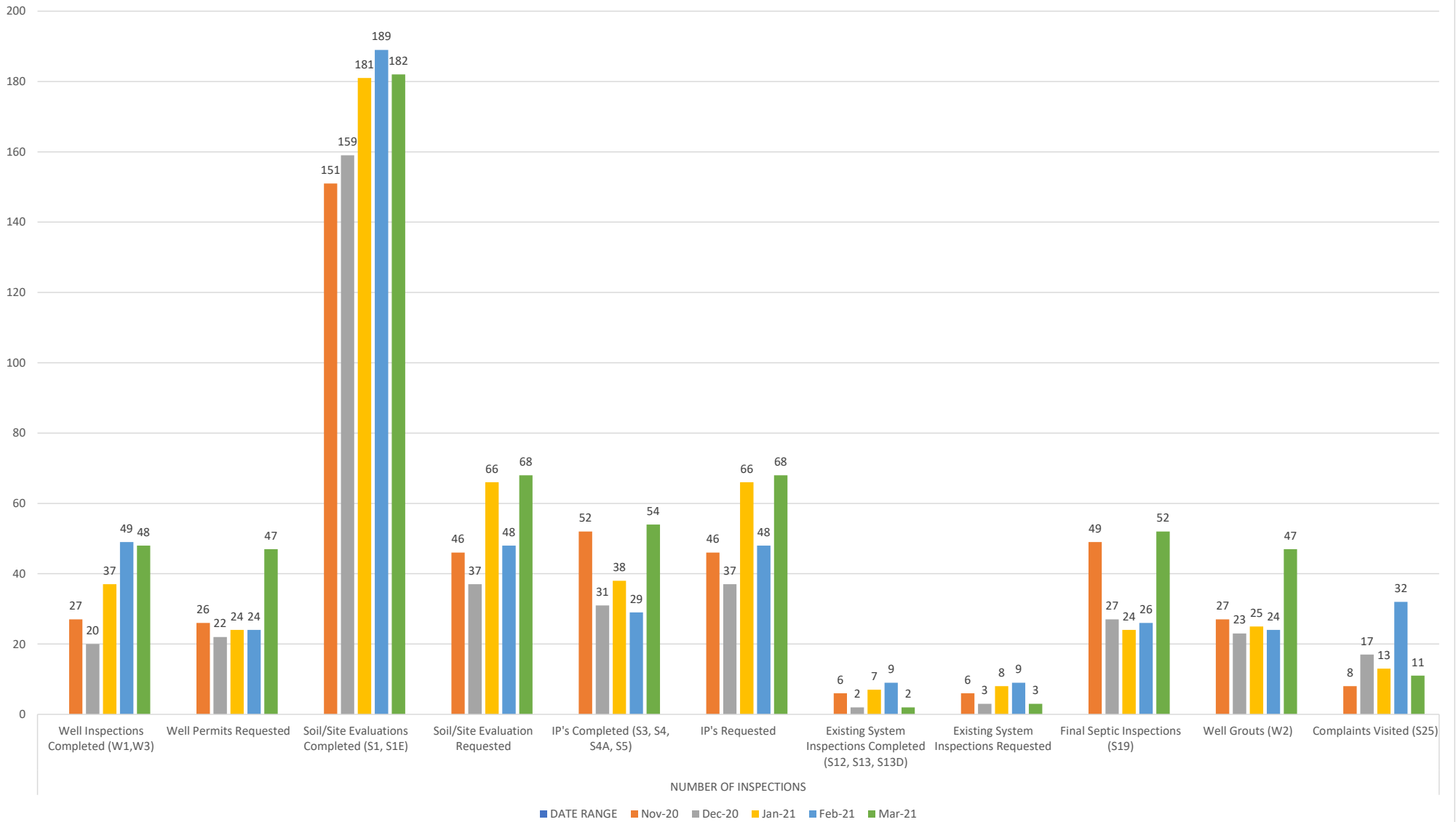
| FOOD & LODGING REPORT |                          |                                     |                                                    |                                                   |
|-----------------------|--------------------------|-------------------------------------|----------------------------------------------------|---------------------------------------------------|
|                       |                          |                                     |                                                    |                                                   |
|                       | Completed<br>Inspections | Required<br>Inspection<br>Completed | Percent of<br>Required<br>Inspections<br>Completed | Percent of<br>Required<br>Inspections<br>Goal 85% |
| DATE RANGE            |                          |                                     |                                                    |                                                   |
| Jul-20                | 49                       | 38                                  | 2.53                                               | 7.08                                              |
| Aug-20                | 67                       | 58                                  | 3.83                                               | 7.08                                              |
| Sep-20                | 102                      | 81                                  | 5.32                                               | 7.08                                              |
| Oct-20                | 191                      | 125                                 | 8.19                                               | 7.08                                              |
| Nov-20                | 54                       | 40                                  | 2.61                                               | 7.08                                              |
| Dec-20                | 56                       | 52                                  | 3.38                                               | 7.08                                              |
| Jan-21                | 81                       | 63                                  | 4.05                                               | 7.08                                              |
| Feb-21                | 109                      | 84                                  | 5.35                                               | 7.08                                              |
| Mar-21                | 117                      | 91                                  | 5.83                                               | 7.08                                              |
|                       |                          |                                     |                                                    |                                                   |
| Total                 | 826                      | 632                                 | 41.09                                              | 63.72                                             |

Required Inspections: 1553

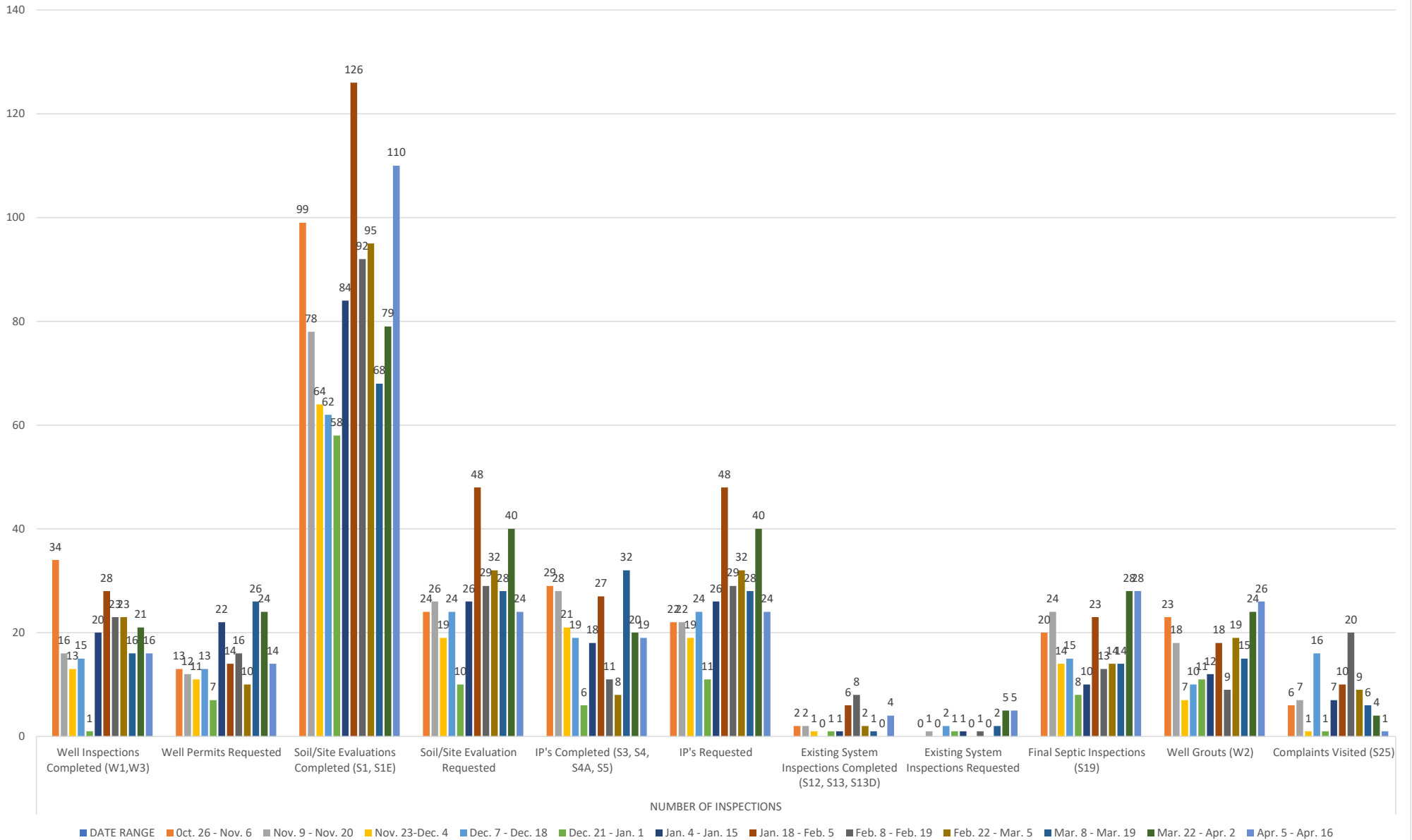
Number of Establishments: 675

| BI-WEEKLY FOOD & LODGING REPORT |                          |                                     |                                                    |                                                   |
|---------------------------------|--------------------------|-------------------------------------|----------------------------------------------------|---------------------------------------------------|
|                                 |                          |                                     |                                                    |                                                   |
|                                 | Completed<br>Inspections | Required<br>Inspection<br>Completed | Percent of<br>Required<br>Inspections<br>Completed | Percent of<br>Required<br>Inspections<br>Goal 85% |
| DATE RANGE                      |                          |                                     |                                                    |                                                   |
| Oct. 26 - Nov. 6                | 83                       | 39                                  | 2.58                                               | 3.27                                              |
| Nov. 9 - Nov. 20                | 25                       | 18                                  | 1.19                                               | 3.27                                              |
| Nov. 23-Dec. 4                  | 15                       | 18                                  | 1.19                                               | 3.27                                              |
| Dec. 7 - Dec. 18                | 29                       | 39                                  | 2.58                                               | 3.27                                              |
| Dec. 21 - Jan. 1                | 9                        | 2                                   | 0.13                                               | 3.27                                              |
| Jan. 4 - Jan. 15                | 41                       | 28                                  | 1.84                                               | 3.27                                              |
| Jan. 18 - Feb. 5                | 95                       | 59                                  | 3.84                                               | 3.27                                              |
| Feb. 8 - Feb. 19                | 58                       | 44                                  | 2.84                                               | 3.27                                              |
| Feb. 22 - Mar. 5                | 48                       | 41                                  | 2.65                                               | 3.27                                              |
| Mar. 8 - Mar. 19                | 30                       | 25                                  | 1.61                                               | 3.27                                              |
| Mar. 22 - Apr. 2                | 59                       | 46                                  | 2.94                                               | 3.27                                              |
| Apr. 5 - Apr. 16                | 52                       | 38                                  | 2.43                                               | 3.27                                              |
|                                 |                          |                                     |                                                    |                                                   |
| Total                           | 544                      | 397                                 | 25.82                                              | 39.24                                             |

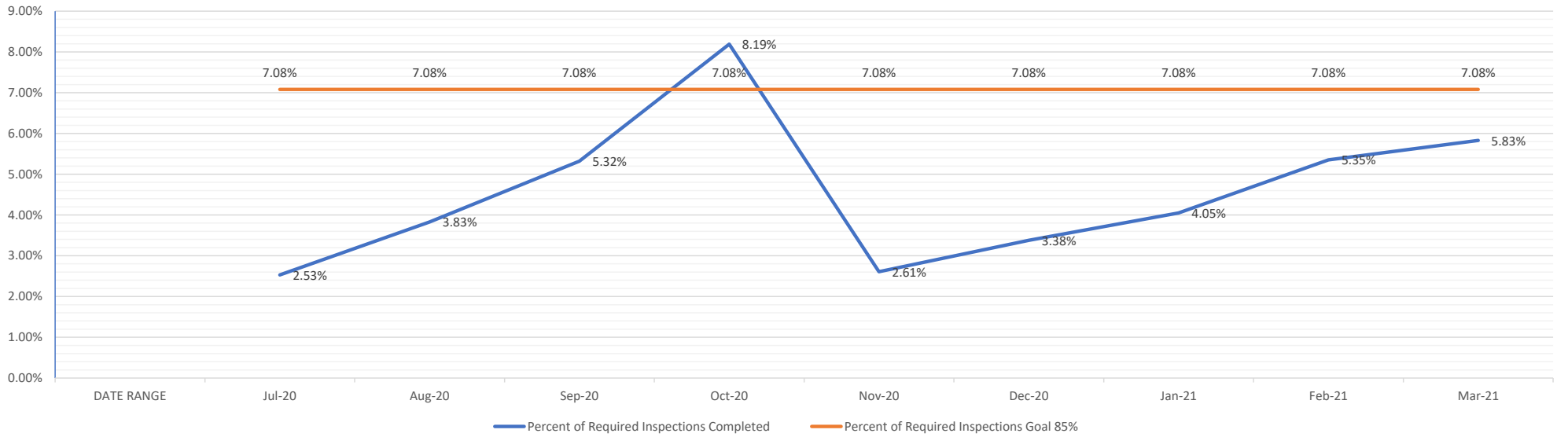
## Monthly Onsite Wastewater Report



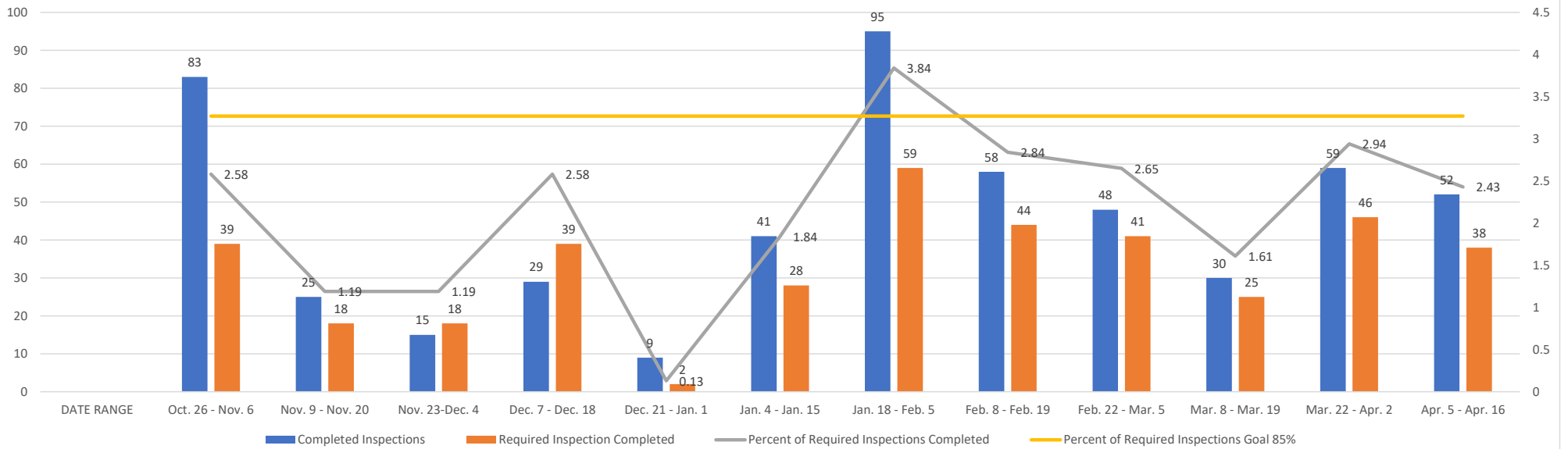
## BI-WEEKLY ONSITE WASTEWATER REPORT



## Food & Lodging Inspections Percent Completed



## BI-WEEKLY FOOD & LODGING INSPECTION REPORT





**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Valerie Steele, Airport and Transit Director  
**DATE:** 4/14/2021  
**SUBJECT:** RUQ Airport Mission, Vision & Values

---

Developed a mission, vision and values for Mid-Carolina Regional Airport (RUQ).

Please approve for implementation and use on the airport webpage.

**ATTACHMENTS:**

| <b>Description</b>          | <b>Upload Date</b> | <b>Type</b> |
|-----------------------------|--------------------|-------------|
| RUQ Mission, Vision, Values | 4/14/2021          | Exhibit     |

## **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.

## **Values**

**Accountability:** We are personally responsible for delivering on our commitments.

**Integrity:** We maintain the highest standards of honor in all of our actions.

**Relationships:** Build confidence, establish worth and develop happiness.

**Passion:** Loyal in heart and mind.

**Original:** Be who you are, and be it the best way you know how.

**Resourceful:** Support new ideas, creative solutions, and consistent improvement.

**Teamwork:** We collaborate to meet the needs of our stakeholders.

**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:** 4/21/2021  
**SUBJECT:** Rowan Transit System (RTS) Procedures Manual

---

The purpose of the Rowan Transit System (RTS) Procedures Manual is to document all aspects of the delivery of services and ensure compliance with North Carolina Department of Transportation – Integrated Mobility Division and Federal Transit Administration requirements. The manual will also serve as an orientation and training tool for all new RTS employees, as well as documents to be referenced when dealing with situations regarding passengers. The manual depicts all internal transit system procedures that must be adhered to by transit staff and passengers and approved by the Director of Transit.

Please approve Procedures Manual to be posted on RTS website.

**ATTACHMENTS:**

| <b>Description</b>    | <b>Upload Date</b> | <b>Type</b> |
|-----------------------|--------------------|-------------|
| RTS Procedures Manual | 4/21/2021          | Exhibit     |

# **ROWAN TRANSIT SYSTEM PROCEDURES MANUAL**



## **Mission Statement**

The mission of the Rowan Transit System (RTS) is to provide safe, efficient and affordable mobility choices to Rowan County residents through a consolidated transportation system managed by the Rowan Transit System with input from user agencies, under the direction of the Rowan County Board of Commissioners.

OCTOBER 2020

## **Purpose and Maintenance of the RTS Procedures Manual**

The purpose of the Rowan Transit System (RTS) Procedures Manual is to document all aspects of the delivery of services and ensure compliance with North Carolina Department of Transportation – Integrated Mobility Division and Federal Transit Administration requirements. The manual will also serve as an orientation and training tool for all new RTS employees, as well as documents to be referenced when dealing with situations regarding passengers. The manual depicts all internal transit system procedures that must be adhered to by transit staff and passengers and approved by the Director of Transit.

The manual provides spacing between each procedure to provide a format whereby a specific procedure that must be revised and approved by the Director of Transit can be readily inserted into the manual. However, when this occurs the date of adoption and the revision date must be noted at the bottom left corner of the procedure. At the time of the initial adoption of the entire manual, each procedure must ensure the date adopted is also inserted each one in the bottom left hand corner.

The Director of Transit and the Transit Operations Manager are jointly responsible for ensuring that all procedures are up-to-date and consistent with operations or management and are officially approved at the appropriate level. The Transit Operations Manager is responsible for staying alert to changes in operations and NCDOT and FTA requirements and notifying the Director of Transit of needed revisions.

Other significant RTS documents, policies, and plans that are maintained separately by RTS or the County and that are important in terms of NCDOT and FTA compliance include:

- Rowan County Title VI Plan
- Rowan County Drug and Alcohol Testing Policy
- Vehicle and Facility Maintenance Plan
- Equal Employment Opportunity
- Rowan County Personnel Policies and Procedures
- Rowan County Financial Policies and Procedures
- System Safety Program Plan
- Transit Asset Management Plan

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## Procedure 1.1: Service Area, Days and Hours of Service

### Applies to: Staff and Customers

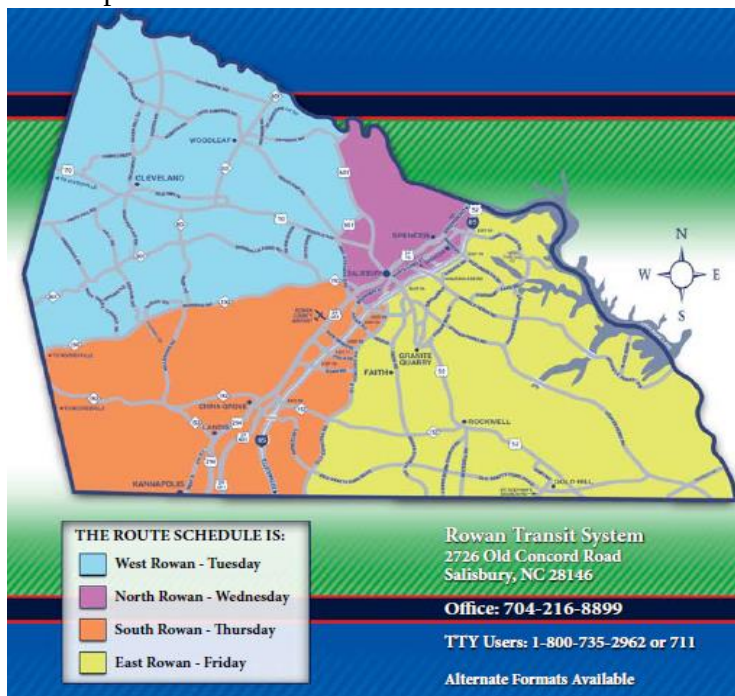
Purpose: To inform staff and the public about the geographic service area, types of service and hours of operation of RTS.

### **Guidelines:**

RTS is a non-emergency public transportation service for Rowan County residents. It operates Monday through Friday from 7:00AM to 5:00 PM excluding the following county holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days), and Christmas (3 days). The Rowan Express services are provided 5:19 a.m. to 6:45 p.m. The fare is \$1.00 per trip for all riders except for those eligible for certain grant funded programs or Medicaid. Contributions are accepted to support the operating cost of the system.

Transportation service is available one day per week for each area of the county. By having designated days, RTS can operate more efficiently to help as many people as possible on the same day. THE ROUTE SCHEDULE IS: West Rowan - Tuesday North Rowan - Wednesday South Rowan - Thursday East Rowan - Friday

See Map and Areas Served below:



RTS also operates the Rowan Express with fares (\$1/trip) and schedule provided below:



**SCHEDULE** MONDAY - FRIDAY

**Anyone Can Ride!**

**Salisbury to Kannapolis Area Departure Times**

|    | Salisbury-Depot St<br>BUS STATION | ESC  | China Grove<br>TOWN HALL | China Grove<br>FOOD LION | Landis<br>TOWN HALL | Kannapolis<br>AMTRAK STATION |
|----|-----------------------------------|------|--------------------------|--------------------------|---------------------|------------------------------|
| AM | 5:19                              | 5:25 | 5:37                     | 5:42                     | 5:47                | 5:55                         |
|    | 6:19                              | 6:25 | 6:37                     | 6:42                     | 6:47                | 6:55                         |
|    | 7:19                              | 7:25 | 7:37                     | 7:42                     | 7:47                | 7:55                         |
|    | 8:19                              | 8:25 | 8:37                     | 8:42                     | 8:47                | 8:55                         |
| PM | 9:19                              | 9:25 | 9:37                     | 9:42                     | 9:47                | 9:55                         |
|    | 1:19                              | 1:25 | 1:37                     | 1:42                     | 1:47                | 1:55                         |
|    | 2:19                              | 2:25 | 2:37                     | 2:42                     | 2:47                | 2:55                         |
|    | 3:19                              | 3:25 | 3:37                     | 3:42                     | 3:47                | 3:55                         |
|    | 4:19                              | 4:25 | 4:37                     | 4:42                     | 4:47                | 4:55                         |
|    | 5:19                              | 5:25 | 5:37                     | 5:42                     | 5:47                | 5:55                         |

**Kannapolis to Salisbury Area Departure Times**

|    | Kannapolis<br>AMTRAK STATION | Landis<br>TOWN HALL | LIBRARY<br>/YMCA | China Grove<br>FOOD LION | China Grove<br>TOWN HALL | ESC   | Salisbury-Depot St<br>BUS STATION |
|----|------------------------------|---------------------|------------------|--------------------------|--------------------------|-------|-----------------------------------|
| AM | 6:05                         | 6:12                | 6:17             | 6:23                     | 6:25                     | 6:37  | 6:45                              |
|    | 7:05                         | 7:12                | 7:17             | 7:23                     | 7:25                     | 7:37  | 7:45                              |
|    | 8:05                         | 8:12                | 8:17             | 8:23                     | 8:25                     | 8:37  | 8:45                              |
|    | 9:05                         | 9:12                | 9:17             | 9:23                     | 9:25                     | 9:37  | 9:45                              |
| PM | 10:05                        | 10:12               | 10:17            | 10:23                    | 10:25                    | 10:37 | 10:45                             |
|    | 2:05                         | 2:12                | 2:17             | 2:23                     | 2:25                     | 2:37  | 2:45                              |
|    | 3:05                         | 3:12                | 3:17             | 3:23                     | 3:25                     | 3:37  | 3:45                              |
|    | 4:05                         | 4:12                | 4:17             | 4:23                     | 4:25                     | 4:37  | 4:45                              |
|    | 5:05                         | 5:12                | 5:17             | 5:23                     | 5:25                     | 5:37  | 5:45                              |
|    | 6:05                         | 6:12                | 6:17             | 6:23                     | 6:25                     | 6:37  | 6:45                              |

Questions? Contact Rowan Express Customer Service At 704-216-8899

**FARES**

- Rowan Express costs \$1.00 per passenger. Please have exact fare. Drivers cannot make change.
- Transfers between Salisbury Bus and CK Rider Bus are free. Ask driver for a transfer pass
- There is no charge for children under 5 years of age.

**RIDER INFORMATION**

- Be at your stop at least five minutes before the bus is scheduled to arrive.
- Shoes and shirt are required. No eating or drinking while on the bus.
- Disruptive passengers may lose their riding privileges.
- Smoking, alcoholic beverages, weapons and other hazardous items are not permitted.
- Pets are not allowed with the exception of service animals that are properly harnessed and trained.
- For lost items, please call 704-216-8899. Unclaimed articles will be discarded after 30 days.
- Children under 12 must be accompanied by an adult. NC child restraint laws apply.
- RTS information is available in alternative formats.
- TTY Users 1-800-735-2962 or 711.
- See connecting schedules at the following web addresses:  
www.salisburync.gov/transit - www.ckrider.com

## **Procedure 1.2: Reasonable Modifications**

### **Applies to: Staff and Customers**

#### **Introduction**

In accordance with the requirements of Title II and III of the Americans with Disabilities Act of 1990 (ADA), Rowan Transit System (RTS) will not discriminate against individuals with disabilities on the basis of their disability in its programs, services, or activities.

Upon request, RTS will generally, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in programs, services, and activities. This also includes qualified sign language interpreters, electronic documents or documents in large print, and other forms of communication accessible to people who have speech, hearing, or vision impairments.

RTS will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its services. For example, individuals with service animals are welcomed at RTS's offices; even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication or a modification of policies or procedures to receive RTS services should contact RTS at 704- 216-8888 or 704-216-8889 or by e-mail at [rowantransit@rowancountync.gov](mailto:rowantransit@rowancountync.gov) within 7 days before the scheduled event or need.

ADA does not require RTS to take any action that would fundamentally alter the nature of its programs or services or impose an undue hardship. RTS will not place a surcharge on individuals requesting auxiliary aids/services or reasonable modifications of a policy that is not also extended to persons without disabilities.

Compliments, or complaints that a program, service, or activity of RTS's transit program is not accessible to persons with disabilities should be directed to RTS at 704-216-8888 or 704-216-8889, by e-mail at [rowantransit@rowancountync.gov](mailto:rowantransit@rowancountync.gov), online at [www.rowantransit.com](http://www.rowantransit.com) or mailed to:

Rowan Transit System  
Attn: Transit Operations Manager  
2726 Old Concord Road  
Salisbury, NC 28146

In accordance with applicable Federal Statutes:

- Title II of the Americans with Disabilities Act
- Title VI of the Civil Rights Act

Rowan Transit System (RTS) will consider requests for reasonable modifications as follows:

- The individual requesting the modification will describe what they need in order to use the service
- The individual requesting the modification is not required to use the term “reasonable modification” when making a request
- Whenever feasible, requests for modifications will be made and determined in advance before RTS is expected to provide the modified service
- When a request for modification cannot practicably be made and determined in advance (because of a condition/barrier at the destination of an RTS trip; of which the individual with a disability was not aware until arriving), operating personnel will make a determination of whether the modification should be provided at the time of the request
- Request for modification of policies and practices may be denied only on one or more of the following grounds:
  - Granting the request would fundamentally alter the nature of an RTS service
  - Granting the request would create a direct threat to the health or safety of others
  - Without the requested modification, the individual with a disability can fully use the RTS service for their intended purpose
  - In determining whether to grant a requested modification, RTS will be guided by the provisions of the United States Department of Transportation 49 CFR Appendix E to Part 37.169

Following are examples offered as guidance when making reasonable modification determinations.

### **Snow and Ice**

Except in extreme conditions that rise to the level of a direct threat to the operator and others, a passenger’s request for an RTS operator to walk over a pathway that has not been cleared of snow and ice should be granted so that the operator can help the passenger with a disability navigate the pathway. If snow or icy conditions at a stop, make it difficult or impossible for the

passenger with a disability to get to a lift or for the lift to deploy, the driver should move the bus to a cleared area for boarding; if such is available within reasonable proximity to the stop.

### **Multiple Entrances**

For pickup and drop off locations with multiple entrances, ADA Paratransit passenger's request to be picked up at home; but not at the front door, should be granted as long as the requested pickup location does not pose a threat. In the case of frequently visited public places with multiple entrances (schools, malls, employment centers, hospitals, airports), the ADA Paratransit operator should pick up and drop off the passenger at the entrance requested by the passenger; rather than meet them in a location that has been pre-determined by RTS assuming that doing so does not involve a direct threat.

### **Private Property**

When accessing private property (e.g., in a gated community or parking lot, mobile home community, business or government facility where vehicle access requires authorized passage through a security barrier), even if it requires authorization, RTS will make every reasonable effort to gain access to such property. However, the operator is not required to violate the law or lawful access restrictions to meet the passenger's requests. A public or private entity that unreasonably denies access to an RTS vehicle may be subject to a complaint to the U.S. Department of Justice and U.S. Department of Housing and Urban Development for discriminating against services for persons with disabilities.

### **Obstructions**

A passenger's request for an operator to position the vehicle to avoid obstructions to the passenger's ability to enter or leave the vehicle at a designated location (such as parked cars, snowbanks, and construction) should be granted so long as positioning the vehicle to avoid the obstruction does not pose a direct threat. To be granted, such a request should result in the vehicle stopping near the designated stop location. RTS is not required to pick up passengers with disabilities at non-designated locations.

### **Fares**

A passenger's request to handle their fare media when the passenger with a disability cannot pay the fare by the generally established means should be granted in the situation where a passenger cannot reach or insert a fare into the farebox. RTS personnel are not required to reach into pockets or backpacks in order to extract the fare media.

## **Eating and Drinking**

If a passenger with diabetes or another medical condition requests to eat or drink aboard a vehicle or in a transit facility in order to avoid adverse health consequences, the request should be granted; even though RTS has a requirement that prohibits eating or drinking on vehicles. An example is a person with diabetes who needs to consume a small amount of juice in a closed container or a candy bar in order to maintain blood sugar levels.

## **Medications**

A passenger's request to take medication while aboard an RTS vehicle or in a transit facility, should be granted. An example would be allowing individuals to administer insulin injections and conduct finger stick blood glucose readings. RTS staff will not provide medical assistance as this would be a fundamental alteration of their function.

## **Boarding Separately from Wheelchair**

A passenger who utilizes a wheelchair requests to board an RTS vehicle separately from his/her device when the occupied weight of the device exceeds the design limit of the vehicle lift will generally, be granted.

## **Dedicated vehicles or special equipment in a vehicle**

An RTS passenger's request for special equipment (such as installation of specific handrails or a front seat in a vehicle for the passenger to avoid nausea or back pain) can be denied so long as the requested equipment is not required by the Americans with Disabilities Act or the USDOT's rules. Likewise, a request for a dedicated vehicle can be denied. The USDOT views meeting the requests for a dedicated vehicle as involving fundamental alterations of RTS's services.

## **Exclusive or Reduced Capacity**

A passenger's request for an exclusive ADA Paratransit trip may be denied as a fundamental alteration of RTS's services. ADA Paratransit is a shared-ride service.

## **Outside the Service Area of Operating Hours**

A passenger's request for service may be denied when honoring the request would require travel outside of RTS's service area or to operate outside its operating hours. This request is not a reasonable modification because it would constitute a fundamental alteration of RTS's service.

## **Personal Care Attendants (PCA's)**

While PCA's may travel with a passenger with a disability, RTS is not required to provide a personal care attendant or personal care attendant services to meet the needs of passengers with disabilities. For example, a passenger's request for RTS's operators to remain with the passenger who; due to his/her disability cannot be left alone without an attendant upon reaching his/her destination may be denied.

## **Intermediate Stops**

USDOT views granting an RTS passenger's request for an operator to make an intermediate stop; where the driver would be required to wait, as optional. For example, a passenger with a disability arranges to be picked up at a medical facility and dropped off at home. On the way, the passenger with a disability wishes to stop by a pharmacy and request that the operator park outside of the pharmacy wait for the passenger to return, and then continue the ride home. While this can be an especially useful service for the passenger, and in some cases can save RTS time and money, such a stop in the context of a shared ride system is not required. Since ADA Paratransit is by nature a shared ride system, requests that could disrupt schedules and inconvenience other passengers could rise to the level of fundamental alteration.

## **Payment**

A passenger's request for the operator to provide the transportation service when the passenger with a disability cannot or refuses to pay the fare may be denied; with approval from dispatch. Since RTS charges payment to ride, to provide a free service would constitute a fundamental alteration of RTS's services.

## **Caring for Service Animals**

A passenger's request for the operator to take charge of a service animal may be denied. Caring for a service animal is the responsibility of the passenger or PCA.

## **Opening Building Doors**

For ADA Paratransit services, a passenger's request for the operator to open an exterior entry door to a building to provide and/or alighting assistance to a passenger with a disability should generally, be granted if providing the assistance would not pose a direct threat or leave the vehicle unattended or out of visual observation for a lengthy period of time.

## **Exposing Vehicles to Hazards**

If the passenger requests that a vehicle follow a path to a pickup or drop off point that would

expose the vehicle and its occupants to hazards; such as running off the road, getting stuck, striking overhead objects, or reversing the vehicle down a narrow alley, the request can be denied as creating a direct threat.

### **Hard to Maneuver Stops**

A passenger may request an ADA Paratransit vehicle navigate to a pickup or drop-off point to which it is difficult to maneuver a vehicle. A passenger's request to be picked up in a location that is difficult, but not impossible or impractical to access, should generally be granted as long as picking up the passenger does not expose the vehicle to hazards that pose a direct threat.

### **Specific Drivers**

A passenger's request for a specific operator may be denied. Having a specific operator is not necessary to afford the passenger the service provided by RTS.

### **Luggage and Packages**

A passenger's request for an operator to assist with luggage or packages may be denied (with dispatch approval) in those instances where it is not the normal policy/practice or is outside the normal policy/practice to assist with luggage or packages.

### **Request to Avoid Specific Passengers**

An ADA Paratransit passenger's request not to ride with certain passengers may be denied. ADA Paratransit is a shared-ride service. As a result, one passenger may need to share the vehicle with people he or she would rather not.



## **Procedure 1.3: Passenger Code of Conduct, Suspensions and Appeals**

### **Applies to: Staff and Customers**

#### **Section 1: Purpose**

Rowan Transit System (RTS) is a service of Rowan County, administered by its Transportation Department. RTS's mission is to provide safe, reliable, convenient, and efficient public transportation to Rowan County citizens and visitors.

These Rules of Conduct ('Rules') are designed to:

- promote the health, safety, and comfort of RTS Riders and assure that Facilities are safe, clean, and accessible.
- promote and facilitate the safe, efficient, and proper use of RTS Facilities and Services.
- protect RTS Facilities, staff, and Riders; and
- assure the payment of Fares.

These Rules describe conduct that is appropriate and conduct that is prohibited when on or using RTS Facilities and Services. These Rules also detail the procedures RTS will follow for ordering Riders who exhibit prohibited conduct off RTS vehicles and other Facilities and temporarily or permanently prohibiting such persons from using RTS Facilities and Services ('Excluding' such persons). They also describe the process to be followed for appealing such Exclusion actions.

RTS may suspend, amend, modify, or revoke the application of any or all these Rules at any time as it deems necessary or desirable.

#### **Section 2. Overview of Conduct and Definitions**

##### **Conduct**

All persons using RTS Facilities and Services shall exhibit conduct that supports and is consistent with the safe and orderly use of the RTS public transit system in which Riders of different ages and abilities travel in close proximity to one another on fixed route and door to door vehicles. Appropriate conduct ('Appropriate Conduct') means that all persons using RTS Facilities or Services shall:

- listen to and follow the lawful orders and directives of RTS Operators and Supervisors.
- obey written instructions RTS posts.
- pay the Fare; and
- conduct themselves in ways that:
  - does not threaten their own health or safety or the health or safety of others;
  - does not unreasonably annoy, disturb, or intrude on the space of others; and

- does not unreasonably obstruct the aisles, seats, or doors of vehicles or obstruct others from using or accessing Facilities or Services.

No person using RTS Facilities or Services shall engage in prohibited conduct. Prohibited Conduct is conduct that:

- is illegal under any federal, state, or local law, regulation, or ordinance.
- damages any real or personal property of RTS, Operator, any Rider, or any other person.
- injures an Operator, any Rider, or any other person; or
- substantially interferes with or tends to interfere with RTS Service or Facilities.

Specific Prohibited Conduct is more fully described below. A Person who exhibits Prohibited Conduct may also be subject to criminal process or civil legal actions pursued by RTS or others.

### Definitions

In addition to the definitions contained elsewhere in these Rules, the following definitions apply.

Exclude, Excluded, Exclusion - means a Person may not enter upon or remain on RTS Facilities or use RTS Services for a specified period of time – also referred to as suspended.

Facilities - means all real and personal property and equipment of or used by RTS in the provision of RTS Services. Facilities include, but are not limited to, bus shelters, bus stops and transfer points, and areas inside and adjacent to such shelters, stops, and points; buses and other vehicles and equipment; and signs.

Fare – means the lawful charges established by RTS for the use of Facilities or Services.

Fare Media – means the various instruments and devices issued by or on behalf of RTS to use for the payment of Fare, including but not limited to farecards, passes, transfers, tickets, and vouchers.

Operator – means the driver of an RTS vehicle or RTS authorized service provider (taxi driver).

Person – means any individual, association, or entity.

Rider – means any Person using RTS Facilities or Services.

Services – means RTS fixed route and door to door and related services and such other services as may be offered from time to time by RTS.

Service Animal – means a guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding

individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items (49 CFR 37.3). Unless required by law, the term Service Animal does not include a therapy animal or animal used for emotional support or comfort. The term Service Animal does include a working dog or other animal of a law enforcement agency.

Sound Production Device – means any device capable of producing sound including but not limited to: radio, television, musical instrument, tape recorder, cassette or compact disc player, speaker device or system, computer, computer tablet, smart phone, and any sound amplifier or sound-producing device like those items listed, but excluding an auxiliary aid or assistive device when utilized by a person with a disability as defined by the Americans with Disabilities Act.

Supervisor – means the Rowan Transit System Transit Operations Manager or RTS employee in a supervisory position. Supervisors are authorized to trespass a Person from Facilities.

Vehicle – Any RTS bus or other vehicle.

### **Section 3. Prohibited Conduct**

Level I Prohibited Conduct includes:

1. Entry onto a Vehicle when a Person's ability to function safely and in an orderly manner is believed to be weakened or diminished by the consumption of alcohol or by the taking of any drugs or other substance.
2. Entry onto a Vehicle, or causing a child to enter onto a Vehicle, when the child is age 13 or under unless accompanied by a Person 16 years of age or older.
3. Disturbing other Riders or the Operator or impeding, interfering with, or obstructing the provision of safe, efficient, comfortable, clean, and hygienic Service. This includes but is not limited to:
  - a) Refusing to vacate seats and areas designated by signs for senior citizens and people with disabilities when requested by a senior citizen or a person with a disability or by the Operator on behalf of such persons.
  - b) Using a Sound Production Device except when such Sound Production Device is used with headphones or earphones such that sound from such device is heard by the user only.
  - c) Standing when the Vehicle is in motion in front of the standee line at the front of the Vehicle near the Operator's seat or anywhere else in the vehicle.
  - d) Bringing any animal on a Vehicle unless such animal is caged. The cage must be capable of being held in the lap of the Rider possessing the animal. This prohibition does not apply to ADA Service Animals.
  - e) Bringing on-board a Vehicle any packages, articles, or equipment that cannot be safely carried by the Rider in one trip and that cannot be or are not secured by the

Rider outside of the aisle. Packages, articles, or equipment may not block any exits or restrict the free and safe movement of Riders. Strollers and carts are permitted provided they are collapsed, secured by the Rider outside of the aisle, and do not block exits or restrict the free and safe movement of Riders. This prohibition does not apply to wheelchairs, crutches, canes, or other mobility aids or assistive devices.

- f) Distracting, or attempting to distract, an Operator.
- g) Engaging in canvassing, selling, or soliciting on or at a Facility.
- h) Distributing any paper or other material on or at a Facility.
- i) Changing a child's diaper in a Vehicle.
- j) Spilling food or drink, littering, or otherwise leaving trash or garbage on or at a Facility.
- k) Exhibiting personal hygiene that may cause a health or safety hazard.
- l) Hanging or swinging from stanchions or other Vehicle equipment with feet off the floor.
- m) Hanging out, reaching out, or putting any item, article, or other substance outside of Vehicle windows.
- n) Engaging in conduct that may cause a safety hazard.
- o) Leaving the vehicle while it is parked to pick-up or drop-off another customer.
- p) Making or placing false trip requests.
- q) Riding while under the influence of alcohol or illegal drugs.
- r) Repeated no-shows or late cancellations (less than one-hour notice prior to scheduled trip).

Level II Prohibited Conduct includes:

1. Entry onto a Vehicle without payment of the Fare or display of Fare Media and refusing to get off the vehicle.
2. Entry onto a Vehicle using counterfeit or stolen Fare Media.
3. Destroying any property including marking, soiling, painting, inscribing, writing, spray painting, or placing graffiti upon and Facility; removing, injuring, or tampering with any Facility; or attempting to commit any of those acts, except as specifically permitted or directed by RTS.
4. Stealing or wrongfully taking any RTS Facility or other property or the property of another Person while on or using a Facility.
5. Disorderly or disruptive conduct, including:
  - a) Fighting.
  - b) Assaulting another or threatening to inflict bodily injury on another through words or actions.
  - c) Offensively touching another or using force on another without their consent or intentionally injuring another.
  - d) Harassing another.
  - e) Screaming or shouting offensive and unwelcome words at another.

- f) Stalking another.
- 6. Smoking or lighting any incendiary device, including a match, lighter, or torch on a Vehicle; or using vapor products as defined by G.S. 14-313, including but not limited to electronic cigarettes, on a Vehicle.
- 7. Bringing any items of a dangerous nature on-board a Vehicle. Items of a dangerous nature include pistols, guns, and other deadly weapons as defined in G.S. 14-269(a); any knife having a blade of three inches or longer; BB gun; air gun; paintball gun; airsoft gun; bow and arrow; flammable liquids; dangerous, toxic, caustic, hazardous, or poisonous substances; sheet glass; and sharp objects. Fencing foils must be sheathed and left at the front of the vehicle with the Operator. This prohibition does not apply to a person who has a concealed handgun permit or others exempt from the need for such a permit as defined in NCGS Chapter 14, Article 54(B).
  - a) Obstructing or interfering with the Operator's safe operation of the Vehicle.
- 8. Exposing any private part of a Person's body (indecent exposure as defined in G.S. 14-190.9).

#### **Section 4. Enforcement of the Rules**

The Operator may refuse entry onto a Vehicle to any Person who violates these Rules of Conduct.

The Operator or a Supervisor may provide oral and written warnings and may eject (order a Person to leave) or Exclude Persons from Facilities and suspend the use of RTS Services as follows:

- If an Operator or Supervisor becomes aware that any Person is engaging in any Prohibited Conduct, such Operator or Supervisor may give that Person an oral First Warning to immediately cease engaging in the Conduct and/or not to engage in the Conduct again. If the Person does not cease engaging in the Conduct, or if the Person was engaged in any Level II Prohibited Conduct, then the Operator or Supervisor may direct the Person to immediately leave the Vehicle or other Facility.
- If a Person fails or refuses to leave a Vehicle or other Facility after being directed to do so by an Operator or Supervisor, then such Person is subject to arrest and prosecution. Additionally, failing to leave a Vehicle or other Facility after being directed to do so may also subject a Person to the Exclusion Procedure, described in Section 5.

The remedy described in this section is not exclusive, and RTS or any other person may pursue such further legal action as applicable and appropriate. If a Person receives more than three (3) First Warnings in any 30-day period, that Person may be excluded from RTS Facilities and Services for not less than seven (7) days or more than thirty (30) days for a Level I Prohibited Conduct infraction. For Level II Prohibited Conduct infractions, RTS reserves to make that

determination on a case-by-case basis but a minimum of 30 days for the first infraction and longer for more serious offenses.

## **Section 5. Facility Exclusion Procedure**

If a Person has failed or refused to follow an order to cease Prohibited Conduct and RTS determines that an individual should be excluded from RTS Facilities and/or Services, or that conditions should be placed on the Person's continued use thereof, the process is as follows:

- A. The Director of Transit will issue an Exclusion Order via certified mail to the Person stating the reasons for the exclusion, the time period of the exclusion, and the Facilities and/or Services to which the Exclusion Order applies. In general, Level I Prohibited Conduct may result in exclusion for not less than seven (7) days or more than thirty (30) days and Level II Prohibited Conduct may result in exclusion for not less than 30 days or more than six (6) months. Repeated instances of Prohibited Conduct will result in longer exclusion periods. If continued use of Facilities and/or Services is made subject to safety conditions or restrictions (e.g. presence of a parent or guardian in the case of a juvenile; accompaniment by a personal care attendant or aide), a conditional Exclusion Order may be issued specifying that the Person will be subject to exclusion unless the imposed restrictions are complied with. The Exclusion Order may be issued verbally; however, any verbal notice will be followed by a written Exclusion Order via certified mail.
- B. The written Exclusion Order shall also advise the Person of his/her right to appeal the decision and include a copy of the appeal procedure. The Director of Transit shall provide a copy of the written Exclusion Order to the Transit Operations Manager about the reasons for and length of the exclusion.
- C. If an appeal is not filed by the excluded party within ten (10) business days from the commencement of the exclusion, the right to appeal terminates and the Exclusion Order is final.

## **APPEALS**

- A. Any Person Excluded from RTS Facilities or Services may appeal such Exclusion Order by submitting a written Notice of Appeal to the Director of Transit at the following address: Rowan Transit System 2726 Old Concord Rd Salisbury, NC 28146, Telephone: 704-216-8888, FAX: 704-216-7978 and Email: [rowantransit@rowancountync.gov](mailto:rowantransit@rowancountync.gov)

Such Notice of Appeal must be submitted within ten (10) business days from the date of the Exclusion Order. The Notice of Appeal shall state with specificity the grounds for the appeal and all the facts that the Excluded Person believes are relevant to the appeal.

The Director of Transit shall review and may uphold, reconsider, or modify the Exclusion Order and shall make his/her decision in writing within fifteen (15) business days of receipt of the Notice of Appeal. Exclusion Orders shall remain in effect pending an appeal.

- B. Should the Excluded Person wish to appeal the decision of the Director of Transit, the Excluded Person may appeal the Director of Transit's decision to the County Manager by filing a written Notice of Appeal of Director of Transit's Decision within ten (10) days of the date of the decision of the Director of Transit at the following address: Rowan Transit System, 2726 Old Concord Rd Salisbury, NC 28146 Telephone: 704-216-8888 FAX: 704-216-7978 Email: rowantransit@rowancountync.gov

The County Manager or designee shall hold a hearing within thirty (30) business days after the appeal has been filed. A notice of the hearing including a statement of the time, place, and nature of the hearing shall be mailed to the Excluded Person by the County's Director of Transit. The Excluded Person shall attend the hearing and may be represented by counsel and/or accompanied by a representative and one attendant. The Appeals Hearing is an administrative meeting and is NOT a public meeting. All decisions by the County Manager or designee are final.

#### **NON-COMPLIANCE WITH EXCLUSION ORDER: TRESPASSING**

If any Person subject to an Exclusion Order enters the specified Facilities or Services before the termination date listed in the Exclusion Order, that Person shall be trespassing and is subject to arrest and prosecution.

The following guidance for riders is provided in order to make customer trips as satisfactory and safe as possible, and to help the County provide efficient and effective service that serves its customers.

Customers may use wheelchairs, canes, walkers, and other common mobility devices on vehicles. They may also travel with oxygen tanks and respirators.

Customers traveling with a child who needs a car seat must supply it. Customers are responsible for securing the car seat and for its removal. Children riding in the rear seat are required to wear a seat belt.

The service provider has a one-hour service window for picking up a customer. This means that the vehicle may arrive at any time up to 30 minutes before or after the requested pickup time. For schedules utilizing an appointment time, the vehicle may arrive up to one hour in advance of the appointment.

Be prepared, ready and waiting at the curb when the vehicle arrives. The driver will only wait for five minutes if you are not at the indicated pickup point.

RTS tickets are for the use of RTS customers, they may also be utilized by authorized companions. The County reserves the right to only allow one companion per one-way trip. The companion shall pay with one ticket per one-way trip. Personal Care Attendants may ride for free when authorized by the eligibility certification.

Trips involving intermediate stops are not allowed, each trip must be booked with an origin and destination.

In summary, there are two situations whereby a customer's right to use RTS service may be suspended or cancelled:

1. When the customer's behavior is seriously disruptive or inappropriate as described in Level I and II Prohibited Conduct descriptions provided above.
2. When a customer does not show up for reserved rides or repeatedly (a pattern of incidents) cancels service with less than one hour's notice.

#### Guidelines:

1. Abusive and disruptive behavior includes but is not limited to:
  - a. Physical altercations with agency employees or other passengers
  - b. Threatening, intimidating, or harassing language
  - c. Excessive profanity
  - d. Shouting at agency employees or other passengers
2. The employee must report abusive or disruptive behavior in writing to his/her Supervisor, Transit Operations Manager or Director of Transit.
3. The Director of Transit or his/her designee will issue a written letter to the passenger requesting that the abusive or disruptive behavior cease while the passenger is using the transportation service. The letter will warn the passenger to cease the behavior and inform them of the following suspension requirements.
4. The following are the consequences of abusive or disruptive conduct:
  - a. The first offense may result in a suspension of service for up to 30 days.



- b. The second offense within a one-year period shall result in suspension of service for up to 60 days.
  - c. The third offense within a one-year period shall result in suspension of service for up to one year.
- 5. Depending on the severity of the behavior, the Transit Operations Manager or Director of Transit may immediately suspend service to the passenger with no warning.
- 6. Passengers who display the behaviors described above due to a disability, sudden personal emergency or sudden illness are exempt from this requirement. Director of Transit may request documentation from passengers with a disability that causes these behaviors in order for a determination if the passenger can continue to use the service.

## **Procedure 1.4: RTS Privacy of Information**

### **Applies to: Staff and Customers**

#### **Introduction:**

The following procedure provides staff and customers details about RTS privacy of information. RTS wants customers to be educated about our service, so customers are encouraged to read this disclosure carefully to understand the service.

RTS does not sell customer information to third parties.

RTS does not share customer information with outside parties who may wish to market their products to you. Customers do not have to take any action or instruct us to keep your information confidential. RTS will protect your privacy automatically.

Within RTS, staff safeguards your customer information carefully.

Customers have choices about how your information may be shared and used within RTS.

RTS is committed to protecting your customer information in every transaction, at every level of our organization. For this purpose, RTS has designed procedures, standards, and technology, which are described in our procedures.

RTS is committed to helping you protect your privacy every day. RTS has been a trusted paratransit eligibility service partner for many years. Customers can count on us to provide you with the responsive, professional service you deserve, and to protect your privacy and security along the way.

The RTS Privacy of Information Procedures described herein illustrates how we protect and use your customer information. RTS believes that protecting your privacy is an integral part of the customer service we provide to you. RTS does not share customer information with outside parties who may wish to market their products to you.

At RTS, we value your relationship, and we work diligently every day to honor the trust you place in us. Thank you for using RTS.

#### **Privacy:**

How RTS protects and uses customer information:

1. RTS begins by safeguarding the security and integrity of customer information.

2. RTS is committed to protecting the security and integrity of customer information through procedures and technology designed for this purpose. For example:
  - RTS limits employee access to customer information to those who have a business reason to know this information. Employees are required to honor our code of conduct, which includes standards to protect customer confidentiality. Staff are subject to disciplinary action if they fail to do so.
  - RTS maintains policies and procedures covering the proper physical security of workplaces and records.
  - Our physical, electronic, and procedural safeguards meet or exceed federal standards regarding the protection of customer information. RTS requires independent contractors and outside companies who work with us to adhere to strict privacy standards through their contracts with us. RTS uses technological means (such as backup files, virus detection and eradication software, firewalls, and other computer software and hardware) to protect against unauthorized access or alterations to customer data.
3. RTS collects and maintains customer information as part of servicing your reservations and usage of paratransit and other transportation services. In the course of serving you, RTS collects information about you from a variety of sources, such as:
  - Information customers provide to us on applications or forms, such as your disability
  - Information RTS receives from an outside source, such as your doctor, regarding your health history or treatment status
  - Information about your previous paratransit eligibility status from transit agencies and the companies that serve them.
4. The customer information RTS collects is used to serve your trip reservation needs.
5. Information may be used among RTS, as well as with authorized third parties, for several purposes, such as:
  - To process your demand response service requests
  - To process your requests such as updates to address and mobility devices
  - To service your account by using your information to provide RTS enough information to schedule a ride including pick up address and emergency contact information
  - To keep you informed by issuing notifications of expiration, ID cards (if applicable), and policy or procedure updates

6. RTS does not share information with outside parties who may wish to market their products to you. We may disclose the information we collect, as described above, with nonaffiliated third parties that are acting on our behalf, including:
  - Companies and transit agencies that perform transportation services. We may also share certain information with companies that help us conduct surveys or marketing research.
  - There are other situations when we may disclose to third parties the customer information we collect as permitted or required by law. Third parties could include government entities, courts, or other entities (in response to subpoenas and other legal processes), and those with whom you have requested us to share information.
7. It is important to note that we do not share customer information with other companies for the purpose of marketing their products to you unless you specifically request in advance that we do so. It is not necessary for you to instruct us not to share information with these outside companies, because we will automatically keep your information confidential.
8. Within RTS, we share information so that we can work together to serve you.
9. RTS may disclose all the information we collect, as described above, within RTS operations, including:
  - Our administrative and customer service departments which, for example, service your accounts.
  - Our transit evaluation team to determine ADA paratransit eligibility and other transportation services you may qualify for.

## Procedure 1.5: Records Retention

### Applies to: Staff

Per the N.C. Municipal Records Retention and Disposition Schedule (NCMRRDS) and Federal Transit Administration (FTA) requirements, Transit staff is to retain records for the following lengths of time (page number of NCMRRDS are cited):

| NCMRRDS<br>Record               | Period                                                                                                    | Page # |
|---------------------------------|-----------------------------------------------------------------------------------------------------------|--------|
| 1. Agendas                      | Destroy after 1 year                                                                                      | 1      |
| 2. Associations and committees  | Destroy after 2 years                                                                                     | 1      |
| 3. Citizen Complaints           | Destroy after 3 years                                                                                     | 2      |
| 4. Letters/Memo's               | (a) Keep records relating to<br>history or operation of Access<br>(b) Destroy remaining records > 3 years | 2      |
| 5. Policy Statements            | (a) Retain 1 copy permanently<br>(b) Destroy remaining records > 3 years                                  | 2      |
| 6. Emergency Plans              | Destroy when superseded or obsolete                                                                       | 2      |
| 7. Contracts                    | Destroy > 5 years after expiration                                                                        | 2      |
| 8. Policies and Procedures      | (a) Internal - retain permanent copy<br>(b) External – destroy > 1 year after<br>superseded or obsolete   | 7      |
| 9. Reports                      | (a) Retain perm. copy of biennial &<br>annual reports<br>(b) Destroy all others > 3 years                 | 8      |
| 10. Temporary Records           | Destroy > 6 months<br>(mailing lists, reservations, etc.)                                                 | 8      |
| 11. Purchasing File             | Destroy > 3 years & when released from all audits                                                         | 10     |
| 12. Annual Budget               | Preserve 1 perm. copy for record                                                                          | 11     |
| 13. Authorizations Form         | Destroy > 3 years & when released from all audits                                                         | 12     |
| 14. Invoices – all              | Destroy > 3 years & when released from all audits                                                         | 12     |
| 15. Paid Check, bills, vouchers | Destroy > 3 years & when released from all audits                                                         | 20     |
| 16. Receipts                    | Destroy > 3 years & when released from all audits                                                         | 21     |
| 17. Work Orders                 | Destroy in office 1 year after completion of work                                                         | 47     |
| 18. Applications                | Destroy after > 3 years                                                                                   | 77     |

(1) N.C. Municipal Records Retention and Disposition Schedule, N.C. Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Records Services Branch, August 15, 1997.

(2) RTS extended timeframe. The NCMRRDS recommends destruction after all the complaints are settled. NOTE: ADA requirements require the retention of ADA complaints for three years.

## Procedure 1.6: Fare and Service Changes

### Applies to: Staff and Customers

#### **Fares**

There are 3 modes of transportation services wherein Fares are collected by RTS staff. Fares are as follows:

| Type of Service:                            | Fare Per One-Way Trip:     |
|---------------------------------------------|----------------------------|
| Salisbury ADA service -                     | \$2.00                     |
| RITA passengers with RGP billing code -     | \$2.00                     |
| Express Passengers -                        | \$1.00 with free transfers |
| Fares must be paid at the time of boarding. |                            |

RTS will collect all fares and issue a credit to the appropriate billing code on the monthly invoice. All fares are to be collected at the time of service. Example; if there are 50 one-way passenger trips on the RGP billing code, a credit of \$100.00 should be reflected on the billing for that month.

#### **Fare or Service Changes**

Purpose: Federal Transit Administration (FTA) grantees are required to develop a local process to solicit and consider public comment prior to a fare increase or major changes in the provision of public transit services.

This Rowan County procedure describes when an opportunity for a public hearing is required, the goal, objectives, how hearings will be conducted, and how the results of hearings will be considered in the decision-making process.

#### Goal

The goal of this procedure is to support the Rowan Transit System [RTS] mission of providing Safe, Efficient and Affordable Mobility choices to Rowan citizens.

#### Objectives

RTS has developed the following objectives that are critical to achieving the goal of keeping fares affordable and reasonable for passengers while balancing the need to maximize fare revenue to help maintain and expand transit operations for the benefit of all customers.

1. Increase Ridership:
  - a. Increasing ridership to support the important societal goals of reducing traffic congestion and decreasing air pollution. RTS also wants to adopt fare and

operating strategies that will encourage ridership by means of an affordable fare structure as well as having income that will help to maintain and expand services provided to the public.

2. Establish Equitable Fares and Justifiable Service Changes
  - a. To be equitable, fares and service changes must take into account the needs of the citizens who use transit. The fare structure and any proposed operating changes should consider the economic and social requirements of transit riders.
3. Enhance Customer Mobility and Access
  - a. The fare structure and any proposed service changes should enhance the ability of riders to access the system and move through it with ease. The fares and any changes will be explained in public meetings in easy to understand language.

## **Public Process**

RTS will conduct a comprehensive public outreach effort to ensure that the decisions being made are reflective of the needs and desires of the community but still within the means and resources of the county transit system. *RTS defines a “major service change: as one that alters the existing routes, schedule or hours by at least 25% of the total service provided.* RTS will take the following steps in seeking public input:

1. Public Notice Procedures: At a minimum, RTS will place a legal advertisement in the local newspaper to announce any proposed fare or major service changes and describe how and where the public may provide comment. RTS will also prepare notices in the form of press releases and provide written notices on system vehicles, public bulletin boards and notify agency and business partners directly or by email.
2. Solicitation of Public Comment Practices: To ensure public comment is considered, RTS will schedule public meetings at times and locations where there is the most interest from those affected by the fare or major service changes in system operations. Public hearings will be designed to provide a means by which RTS may inform the public of the basis for proposed actions, and the hearings will not be designed to be adversarial in nature. The public hearing will be conducted in an orderly manner under the control of the Director of Transit or an assigned staff person.
3. Transit Advisory Board (TAB) Review of all Public Input information: The RTS Advisory Committee or TAB will receive all written passenger comments and other recorded minutes from the public meetings that are held for public input. Any individual desiring to address the TAB will be given the opportunity to express their support or disagreement with fare or system changes.



**Final Recommendations and Implementation:**

The TAB will consider all information presented and give findings of facts and recommended actions to the Administrative staff. The Rowan County Board of Commissioners is the final authority on any fare structure change.

Public notice of system changes and new fares will be communicated to the public in the same manner as in Section IV A.

## **Procedure 1.7: RTS Grants Administration and Financial Management**

### **Applies to: Staff and Customers**

#### **Purpose**

The purpose of these grant and financial management procedures is to establish clear guidance regarding RTS's grant and financial management and administration of Federal Transit Administration (FTA) and North Carolina Department of Transportation (NCDOT) – Integrated Mobility Division (IMD) grants when Rowan County is the subrecipient.

FTA and NCDOT grant programs have requirements which require Rowan County to comply with so as to continue to be eligible for grant funding. As a sub-recipient, Rowan County must demonstrate to NCDOT the legal, technical, and financial capacity to manage and administer grants. Financial ability includes the ability to match and manage NCDOT/FTA grant funds, cover cost and operating deficits, financially maintain and operate NCDOT/FTA funded facilities and equipment and conduct and respond to applicable audits.

The policies contained herein outline Rowan County procedures regarding application, acceptance, budgeting, accounting, and administration of NCDOT /FTA grants, as well as in regard to compliance with FTA/U.S. Department of Labor requirements related to Section 5333(b) labor protections.

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## ORGANIZATIONAL MANAGEMENT

### Legal Authority: Authorizing Resolution

To be eligible for NCDOT/FTA funding, The Rowan County Manager is authorized by The Rowan County Board of Commissioners to apply for and receive funding. This was affirmed when the appropriately authorized person signed the authorizing resolution form included in the NCDOT grant application package. This form is submitted annually to NCDOT-IMD as required and is also maintained in the Rowan County Finance Department.

### **Annual Certifications/Signature Procedures**

Federal and State grant awards require applicants and grantees to certify that they are in compliance with or will comply with a variety of laws and regulations. As a sub-recipient of federal and state transit funds ROWAN COUNTY signs and submits certifications and assurances on an annual basis with its grant application to NCDOT. The Rowan County Director of Transit is responsible for updating the ROWAN COUNTY annual Certifications and Assurances [C&A] and securing the proper signatures/approvals including both the approval of the Governing Board and the Opinion of Counsel. The annual C&A's are filed according to the following procedure:

1. The Director of Transit reviews the list of C&A's received from FTA and compares - them with the C&A's from the previous year.
2. If there are changes in the C&A from the previous year, the Director of Transit forwards the C&A's to the Board of Commissioners for review.
3. If there are reports to be filed in conjunction with the C&A's, the Director of Transit completes the applicable reports for submission to NCDOT.
4. Upon concurrence from the Board of Commissioners, the Director of Transit secures approval and signature on the C&A's from the Rowan County Manager who is authorized to act on behalf of Rowan Transit System
5. The Director of Transit compiles the approved C&A's and applicable reports for Rowan County for submittal to NCDOT.
6. The Director of Transit officially submits the C&A's to NCDOT with the application.
7. The Director of Transit is responsible for maintaining a file with all of Rowan County's past and present C&A's.

## **Governance**

The Rowan County Board of Commissioners has the legal and fiduciary responsibility of the organization.

The RTS Advisory Committee [TAC] is representative of the community and is able to provide community-based advice to the Board of Commissioners. The TAC meets regularly, is “actively engaged” and conducts business in an open and transparent manner. All members of the TAC sign conflict of interest statements as required by federal regulations.

The by-laws for the Rowan County TAC were reviewed and approved by the TAC on May 19, 2010 adopted by the Board of Commissioners on July 19, 2010.

## **Rowan County Continuity of Operations Plan**

The Rowan County Emergency Operations Plan was developed to address multiple hazards that threaten our County. Through use of a functional format, the plan encourages an Integrated Emergency Management System (IEMS) approach to disasters and fosters prompt, efficient and coordinated response operations by elements of the emergency organization. IEMS requires a system-wide integration of skills, people and resources. IEMS recognizes that plans developed for one type of emergency are extremely useful for other emergency situations and a significant amount of emergency operational capability can be established by addressing broadly applicable functions.

Rowan County has adopted the National Incident Management System (NIMS) approach as well, to incorporate the elements of NIMS essential to efficient management of emergencies and disasters that will involve local, state and federal response agencies. The federal government places criteria for all emergency plans to comply with Homeland Security Presidential Directive #5 (HSPD-5). "To prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies, the United States Government shall establish a single, comprehensive approach to domestic incident management. The objective of the United States Government is to ensure that all levels of government across the Nation have the capability to work efficiently and effectively together, using a national approach to domestic incident management. In these efforts, with regard to domestic incidents, the United States Government treats crisis management and consequence management as a single, integrated function, rather than as two separate functions"...

Division of Duties:

**Control Environment:** Assignment of Authority – NCDOT Grants

The Rowan County Manager is authorized to execute agreements and contracts with NCDOT.

The Rowan County Finance Director or Director of Transit is designated to submit the following, as indicated on the Delegation of Authority form submitted to NCDOT:

- ☐ Reimbursement Requests
- ☐ Budget Revisions
- ☐ Budget Amendments
- ☐ Period of Performance Extensions

### **Signature Policy**

The Chairman of the Board of Commissioners and the Finance Director are authorized to sign checks for Rowan County:

Governing Board:

1. Reviews and approves annual County Department budgets
2. Reviews monthly and annual financial reports
3. Reviews and approves all grant applications and holds public hearings
4. Reviews and approves multi-year financial and operating/planning reports

Transportation Advisory Committee (TAC):

1. A forum to discuss relevant issues related to public transportation
2. An advocate in promoting new or expanded transit Services
3. Oversight to program operations, setting and monitoring goals
4. A participant in local & regional transit planning functions
5. As a guardian of passenger rights

### **Conflict of Interest Policy / Code of Conduct**

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the agency shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved.

### **Rowan County Personnel Ordinance**

RTS employees and system operations are subject to compliance with the Rowan County Personnel Ordinance promulgated by the Human Resources Department. They set forth all policies, benefits, and regulations as they are approved by the Rowan County Board of Commissioners. The Rowan County Personnel Manual thoroughly address subject areas that are relevant to this RTS Grants and Financial Management Policies and Procedures and are herein incorporated as referenced. For more information, the web site address is <http://www.co.rowan.nc.us/>

## **Labor Protections**

Rowan County receives federal assistance under the Federal Transit statute and agrees to comply with the terms and conditions of the protective labor arrangements in 49 CFR Section 5333(b). Section 5333(b) of Title 49 of the U.S. Code (Federal Transit Law) requires that employee protections, commonly referred to as “protective arrangements” or “Section 13(c) arrangements” be certified by the Department of Labor and in place, before Federal transit funds can be released to a transit provider. Rowan County protects employee in the following ways: the preservation of rights, privileges, and benefits, the protection of individual employees against a worsening of their positions related to employment, assurances of employment to employees of acquired mass transportation systems, assurance of priority of re-employment of employees whose employment is ended or who are laid off, and paid training or retraining programs.

### **Section 5333(b) Labor Warranty (S.5311)**

As part of its application for Rural and Small Urban Program funding, Rowan County has signed the 14-page NCDOT-IMD Section 5333(b) Labor Warranty. In signing this warranty, Rowan County agrees to preserve the rights of employees. Rowan County also agrees to provide allowances for dismissed and displaced employees under the terms set forth in the agreement. Further, in signing the warranty, Rowan County agrees that it will post notice of its compliance with Section 5333(b) in conspicuous place and maintain records to document compliance. This form is signed annually by the official authorized to sign the grant application.

### **Labor Complaint Resolution Procedures**

Rowan County has policies and procedures to provide adequate and fair hearing of employee grievances as set forth in the attachment to this document. Rowan County also maintains records that track compliant investigations including the date files, allegations, actions taken and resolution. The grievance or complaint resolution procedures for the Rowan County are attached to this document.

### **Contract Management and Oversight**

In the event that Rowan County opts to contract or subcontract for any portion of its transit service in the future, Rowan County will monitor each contract for quality in fulfilling the contract requirements as well as compliance with FTA requirements. The Director of Transit is responsible for reviewing each contract and determining specific monitoring requirements based on type of contract and funding utilized.

### **Quality Assurance Monitoring**

At a minimum, service operating contractors is required to report monthly on the Following:

- ☐ Number of one-way passenger trips by passenger/trip type
- ☐ Number of trips requested (demand-response service)
- ☐ Number vehicle miles and revenue vehicle miles
- ☐ Number vehicle hours and revenue vehicle hours
- ☐ Accidents and incidents that occur during the provision of contracted service. All accidents or incidents involving passenger injury or damage to Rowan County owned vehicles shall be reported immediately
- ☐ Complaints received and how they were addressed. Any complaint about potentially discrimination (Title VI or ADA) shall be reported immediately
- ☐ Vehicle breakdowns
- ☐ Delayed performance
- ☐ Maintenance performed on Rowan County-owned vehicles
- ☐ Employee training conducted
- ☐ Drug and alcohol testing activity
- ☐ Operating and administrative expenses
- ☐ Fares collected
- ☐ Any other performance measures specified in the contract

These reports are submitted in support of the contractor's invoice. The Director of Transit is responsible for reviewing the contractor's reports and invoices.

Should a contractor fail to deliver service meeting the contract's minimum standards, the Director is responsible for following through with any expected corrections and/or penalties as specified in the contract.

Any complaints received regarding contractor performance shall be investigated by Director of Transit. This will include contacting the customer/complainant for further information, discussing the complaint with the contractor, and determining what actions are needed to resolve the complaint.

### **Monitoring Compliance with FTA Requirements**

Each contract funded by FTA funds includes Federally required clauses appropriate to the contract. The Director of Transit is responsible for monitoring contractor compliance with all FTA requirements applicable to their contract, including:

- ☐ Financial Management
- ☐ Appropriate Use of FTA-Funded Vehicles and Facilities
- ☐ Maintenance of FTA-Funded Vehicles and Facilities



- ☐ Federal Contract Clauses in subcontracts
- ☐ Disadvantaged Business Enterprise
- ☐ Debarment and Suspension
- ☐ Lobbying
- ☐ Title VI
- ☐ Americans with Disabilities Act
- ☐ Charter Bus
- ☐ School Bus
- ☐ Drug and Alcohol Program
- ☐ Equal Employment Opportunity

Rowan County also makes periodic site visit to the contractor's headquarters to review documentation of compliance with each applicable FTA compliance area.

### **Document Control and Retention**

Rowan County retains all personnel, time, payroll, audit, tax, vendor, client and accounting records for a period no less than five years or three years beyond the close-out of any grant that finances each expense, whichever is longer. All tax records are maintained for a 7-year period. All records both digital as well as hard are stored in a manner which allows them to be both secure as well as easily accessible.

### **Public Access**

Rowan County complies with North Carolina regulations regarding access to public records and follows the procedures set forth in Records Retention and Disposition Schedule Public Transportation Systems and Authorities issued by North Carolina Department of Cultural Resources in April 2006. North Carolina General Statute §132.1 states: (a) *"Public record" or "public records" shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.* (b) *The public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically provided by law. As used herein, "minimal cost" shall mean the actual cost of reproducing the public record or public information. (1935, c. 265, s. 1; 1975, c. 787, s. 1; 1995, c. 388, s. 1.)*

The default guideline that is to be followed by Rowan County is if the agency generates, stores, or maintains a document, that document is a public record and shall be made available to the public upon request. There are exceptions to what the statutes designate as public records, including the following sensitive information:

- Personnel records, including drug and alcohol program records
- Social security numbers (of employees, applicants, and customers)
- Medical and mental health information about specific customers

Unless otherwise specified, all personnel and financial records will be kept in a locked, fireproof file cabinet in an office to be specified by the Director of Transit with the key provided to a limited number of authorized individuals. If stored electronically, all sensitive materials will be password protected, with the password provided to a limited number of authorized individuals. The following criteria apply to all RTS employees, and TAC members:

1. Employees and all persons associated with RTS must maintain the confidentiality of privileged information concerning staff and participants in accordance with North Carolina confidentiality statutes and regulations.
2. No identifying information will be released to an outside agency or person without the informed consent of the person. Such consent must be granted in writing and the release to inform will expire one year from the date it is signed.
3. The following will have access to locked files:
  - a. Employees, and others who must access information in order to perform required job functions.
  - b. Federal, State, local or other monitoring agencies.
  - c. Court order. After documents' holding period has been completed, documents are destroyed using safety sensitive measures such as shredding, in accordance with the Records Retention and Disposition Schedule Public Transportation Systems and Authorities issued by North Carolina Department of Cultural Resources.

### **Electronic Documents**

All electronic documents are backed up daily to ensure all data is maintained in the event of local computer failure. Prior to an employee being terminated that employee's access to computer files is terminated.

### **Financial Records**

All financial records associated with NCDOT/FTA grants are retained for a minimum of five years or three years beyond grant close-out, whichever is longer. This includes all personnel, time, payroll, audit, tax, vendor, client and accounting records.

All financial records associated with the procurement of vehicles and equipment purchased with NCDOT/FTA grants will be retained for a minimum of five years or three years beyond the end of NCDOT's title lien on the vehicle/equipment, whichever is longer. This includes all vehicle maintenance and repairs records.

All financial records associated with the development of a facility financed with NCDOT/FTA grants will be retained for a minimum of five years or three years beyond final NCDOT/FTA payment for construction, whichever is longer.

## **Grants Administration**

### **Grant Application**

Preceding the release of each application, the Rowan County determines which projects and services will be included in that year's application, based on area's Community Transportation Services Plan – CTSP or other IMD required planning process.

Grant application packages are received electronically from NCDOT-IMD. Included in each is a timetable for the processing and completion of the application along with specific instructions on how to complete each section.

### **Grant Award and Agreement Execution**

NCDOT sends official notification by mail, and usually contacts the Director of Transit in advance of receiving a formal notification in the mail.

It is the responsibility of the Director of Transit to forward the grant agreement to Rowan County Finance for processing immediately upon receipt. The County Finance Department prepares a budget amendment when necessary to ensure the County budgets are consistent with the NCDOT grant revenues and local match.

### **Grant Reporting**

The Director of Transit is responsible for ensuring that all grant funds are expended in accordance with specific grant regulations (allowable and eligible costs) and must ensure that any fiscal and programmatic reporting requirements are adhered to.

## **Financial Management**

The fiscal year for Rowan County is from *July 1* to *June 30<sup>th</sup>*.

## **Multi-year Financial Plan**

The Rowan County develops a five-year financial plan as part of its Community Transportation Service Plan, which is required for funding under NCDOT. This financial plan is based on planned service changes and identified funding sources and is used as a basis for the annual grant application to NCDOT as well as for the development of RTS's annual budget.

**Budget Development:** Under the Local Government Finance Act, each local government and public authority in North Carolina is required to adopt an annual balanced budget ordinance, and is prohibited from expend any moneys, regardless of their source (including moneys derived from bond proceeds, federal, state, or private grants or loans, or special assessments), except in accordance with a budget ordinance or project ordinance adopted under N.C. § 159-8 or through an intra-governmental service fund or trust and agency fund properly excluded from the budget ordinance. The legal adoption of annual/fiscal year budgets does not preclude the approval of grant budgets throughout the year if the funding year is different from the fiscal year.

RTS also prepares an annual budget that updates the CTSP financial plan, based on CTSP service implementation milestones and changes in available funding. The annual budget is prepared at the beginning of the fiscal year/in preparation for the annual grant application to NCDOT/in preparation for the annual budget.

**Budget Revisions and Amendments:** A mid-year budget revision or amendment may necessary when the revenues unexpectedly increase or decrease, or expenditures are accruing at a faster rate than budgeted for. Grants are often amended to shift allocated funds from one cost category to another, increase or decrease the grant budget, change the grant period or to alter the programmatic requirements. Any amendment that alters the total grant revenues is prepared by the Director of Transit and submitted to the County Finance Director. Any budget amendment raising or lowering the expected grant revenue must be approved by the Board of Commissioners.

**Structure of Accounts:** Rowan County has chosen to use its own chart of accounts uniform to the Rowan County Finance Department procedures. Therefore, RTS must convert County expenditures to the UPTAS chart of account when requesting reimbursement from NCDOT for grant-related expenses.

## Procedure 1.8: Charter Service

### Applies to: Staff and Customers

NCDOT requires all subrecipients seeking Federal or State assistance to acquire or operate any public transportation equipment or facilities to enter into a "Charter Service Agreement," which states: "The subrecipient agrees that it, and each if its subcontractors at any level who use FTA or NCDOT funded vehicles, may provide charter service using equipment or facilities acquired with Federal/State assistance only in compliance with the regulations set out in 49 CFR 604." Subrecipients must agree to comply with the charter service requirement in 49 CFR 604 in our annual FTA/NCDOT Certifications and Assurances and comply with the recordkeeping and reporting requirements.

### **Subpart A-General provisions**

#### Purpose (Section 604.1)

The purpose of this part is to implement 49 U.S.C. 5323(d), which protects private charter operators from unauthorized competition from recipients of Federal financial assistance under the Federal Transit Laws.

This subpart specifies which entities shall comply with the charter service regulations; defines terms used in this part; explains procedures for an exemption from this part; and sets out the contents of a charter service agreement.

**Charter Service** under 49 CFR Part 604 means, but does not include demand response service to individuals:

1. Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:
  - (i) A third party pays the transit provider a negotiated price for the group;
  - (ii) Any fares charged to individual members of the group are collected by a third party;
  - (iii) The service is not part of the transit provider's regular scheduled service, or is offered for a limited period of time; or
  - (iv) A third party determines the origin and destination of the trip as well as scheduling; or
2. Transportation provided by a recipient to the public for events or functions that occur on an irregular basis or for a limited duration and:
  - (i) A premium fare is charged that is greater than the usual or customary fixed route fare; or
  - (ii) The service is paid for in whole or in part by a third party.

#### Exceptions (Subpart B)

- Government Officials (Section 605.6)
- Qualified Human Service Organizations (elderly, persons with disabilities, and low-income individuals) (604.7)
- When no registered charter provider responds to a notice sent by a recipient (Section 604.11)
- Leasing (must exhaust all available vehicles first) (Section 604.9)
- By agreement with all registered charter providers (Section 604.12)
- Petitions to the Administrator: (Section 604.11) Events of Regional or National Significance (604.10) Hardship (Section 604.8)

#### **Discretion (Section 604.13)**

##### Reporting Requirements for all Exceptions (Section 604.12)

This section set out the reporting requirements for public transit agencies that provide charter service pursuant to an exception.

1. A recipient that provides charter service in accordance with one or more of the exceptions contained in this subpart shall maintain the required notice and records in an electronic format for a period of at least three years from the date of the service or lease. A recipient may maintain the required records in other formats in addition to the electronic format.
2. In addition to the requirements identified in paragraph (a) of this section, the records required under this subpart shall include a clear statement identifying which exception the recipient relied upon when it provided the charter service.
3. Beginning on July 30, 2008, a recipient providing charter service under these exceptions shall post the records required under this subpart on the FTA charter registration Web site 30 days after the end of each calendar quarter.
4. A recipient may exclude specific origin and destination information for safety and security reasons. If a recipient excludes such information, the record of the service shall describe the reason why such information was excluded and provide generalized information instead of providing specific origin and destination information.

##### Registration of Private Charter Operators (Subpart C Section 604.13)

This section sets out the required information a private charter provider must submit in order to be considered a registered charter provider. Private charter operators shall provide the following information at <http://www.fta.dot.gov/CharterRegistration> to be considered a registered charter provider:

1. Company name, address, phone number, email address, and facsimile number;
2. Federal and, if available state motor carrier identifying number;
3. The geographic service areas of public transit agencies, as identified by the transit agency's zip code, in which the private charter operator intends to provide charter service;
4. The number of buses or vans the private charter operator owns;

5. A certification that the private charter operator has valid insurance; and
6. Whether willing to provide free or reduced rate charter service to registered qualified human service organizations.

#### Recipient's Notification to Registered Charter Providers (Section 604.14)

The section requires public transit agencies to provide notice to registered charter providers when the public transit agency is interested in providing the requested charter service.

1. Upon receiving a request for charter service, a recipient may:
  - a. Decline to provide the service, with or without referring the requestor to FTA's charter registration Web site ([http://www.fta.dot.gov/laws/leg\\_reg\\_179.html](http://www.fta.dot.gov/laws/leg_reg_179.html));
  - b. Provide the service under an exception provided in subpart B of this part; or
  - c. Provide notice to registered charter providers as provided in this section and provide the service pursuant to Section 604.9.
2. The public transit agency must provide the following information via email:
  - a. Email notice of the request shall be sent by the close of business on the day the recipient receives the request unless the recipient received the request after 2 p.m., in which case the recipient shall send the notice by the close of business the next business day;
  - b. Email notice sent to the list of registered charter providers shall include:
    - i. Customer name, address, phone number, and email address (if available);
    - ii. Requested date of service;
    - iii. Approximate number of passengers;
    - iv. Whether the type of equipment requested is (are) bus(es) or van(s); and
    - v. Trip itinerary and approximate duration; and
3. If the recipient intends to provide service that meets the definition of charter service under Section 604.3(c)(2), the email notice must include the fare the recipient intends to charge for the service.
4. When an e-mail is returned as "undeliverable " the public transit agency will send notification of the requested charter service by facsimile. The public transit agencies must maintain a record of the " undeliverable" e-mail notification and confirmation that a facsimile was sent to the number provided by the registered provider.

#### Subpart D- Registration of Qualified Human Service Organizations and Duties for Recipients With Respect to Charter Registration Web site Section 604.15 Registration of qualified human service organizations.

1. Qualified Human Service organizations not receiving Federal funds must provide the following information:

- a. Name or organization, address, phone number, email address, and facsimile number; The geographic service area of the recipient in which the qualified human service organization resides,
  - b. Basic financial information regarding the qualified human service organization and whether the qualified human service organization is exempt from taxation under sections 501 (c) (1), (3), (4), or (19) of the Internal Code, and whether it is a unit of Federal, State or local government;
  - c. Whether the qualified human service organization receives funds directly or indirectly from a State or local program, and if so, which program(s); and
  - d. A narrative statement describing the types of charter service trips and the qualified human service organization may request from a recipient and how that service is consistent with the mission of the qualified human service organization.
2. A public transit agency may only provide service if the QHSO is registered at least 60 days before the date of the first request for charter service.

#### Registration of Qualified Human Service Organizations (Section 604.15)

This section set forth the registration requirements for qualified human service organizations (QHSO). Besides the basic information of organization name, address, and telephone, etc., the requirements also include basic financial information and a certification that funding received from a state or local program includes funding for transportation.

Charter service is defined as transportation service offered to the public on an exclusive basis (either as individuals or as groups). It is provided with a vehicle that is licensed to render charter service and engaged at a specific price for the trip or period of time, usually on a reservation or contractual basis.

In the event any one exception listed below apply, Rowan Transit System (RTS) will accommodate your charter needs as long as the charter times are incidental to our regular service and both RTS and the local private charter operator, if any, are in agreement to the charter being performed. In the unlikely event the local private charter operator is not in agreement with the charter being performed by RTS, RTS will submit the charter request in writing to the Federal Transit Administration, Region VI Administrator for approval.

#### Exceptions:

- There are no willing and able private charter operators.
- The private charter operator(s) does not have the capacity needed for a particular charter trip.
- The private charter operator is unable to provide equipment accessible to the elderly and persons with disabilities.
- The charter service that would be provided would result in a hardship on users.
- Private charter operators are not capable of providing service for special events.



- Nonprofit social service agencies that are governmental entities or organizations exempt from taxation under Internal Revenue Code 501(C) (1), (3), (4), and (19), provided that the agency is contracting for service for persons with disabilities; is a recipient of funds under certain U.S. Department Health and Human Services (USDHHS) program; or has been State-certified according to the procedure set forth in Section 604.9 (b) (5) (iii) of the Charter Service Regulation.
- Social service agencies that are governmental entities or organizations exempt under Internal Revenue Code 501(c) (1), (3), (4) and (19), provided that the agency is contracting for service for elderly persons.

**Duties for recipient with respect to charter registration web site (Section 604.16)** Each recipient shall ensure that its affected employees and contractors have the necessary competency to effectively use the FTA charter registration web site.

#### Advisory Opinions (Subpart E) (Section 604.18-24)

The subpart allows for public transit agencies and private operators to request an advisory opinion from the Office of the Chief Counsel at FTA.

- An interested party may request an advisory opinion from the Office of the Chief Counsel.
- A registered charter provider may include in its request for an advisory opinion a request for a cease and desist order (<http://www.regulations.gov;FTA-2007-0023> this docket keeps track of all advisory opinions and cease and desist orders granted or denied).
- Registered charter providers seeking a cease and desist order serve a copy of the request on the affected public transit agency by e-mail or facsimile.
- The registered charter provider must certify that it telephoned the public transit agency and informed an appropriate official of the submission of the request for cease and desist order in its request for an advisory opinion.
- Chief Counsel will make every effort to make decisions 10 days after completed request.
- Complaints and decisions regarding removal of private charter operators or QHSO from registration list (Section 604.26)
- A registered charter provider or a recipient may petition to have a registered charter provider or QHSO removed from the charter registration website.
- Reasons for removal:
  - Bad faith,
  - Fraud
  - Lapse of insurance
  - Lapse of other documentation; or
  - The filing of more than one complaint, which on its face, does not state a claim that warrants an investigation or further action by FTA

Complaints, answers, replies, and other documents (Section 604.27)

- A registered charter provider, or its duly authorized representative ("complaint"), affected by an alleged noncompliance of this part may file a complaint with the Office of the Chief Counsel.
- A complaint must be dismissed by the Chief Counsel because it is incomplete (without prejudice) or because FTA does not have jurisdiction (with prejudice).
- FTA has 110 days to investigate the basis of the complaint.
- If complaint has merit, Chief Counsel may decide the complaint based on pleadings or assign the matter to a presiding official for a hearing.
- Chief Counsel's decision may be appealed to the Administrator or the Administrator may review the matter on his or her own initiative.

**Complaints, Answers, Replies and Other Documents (Subpart F Section 604.27)** This section sets out the content requirements for complaints and provides timeframes for the filing of complaints, answers, replies, and rebuttals. This section also allows a complainant to withdraw its complaint at any time.

Remedies (Section 604.47)

If the Chief Counsel determines that a violation of this part occurred, he or she may take one or more of the following actions:

1. Bar the recipient from receiving future Federal financial assistance from FTA;
2. Order the withholding of a reasonable percentage of available Federal financial assistance; or
3. Pursue suspension and debarment of the recipient, its employees, or its contractors.

A Pattern of violations can only be established for unauthorized charter service- not for reporting or paperwork.

## Procedure 1.9: Accidents and Incidents Guidelines

### Applies to: Staff and Customers

**Purpose:** To provide guidance to employees involved in vehicle accidents and incidents.

#### Definitions:

1. An accident is any circumstance involving a transit vehicle, whether in revenue service or not, and/or a secondary vehicle(s) resulting in death, bodily injury resulting in immediate medical treatment away from the scene of the accident, and/or disability damage to one or more vehicles required transport from the scene by tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.
2. An incident is any circumstance involving a transit vehicle, whether in revenue service or not, resulting in damage to the transit vehicle and/or property, bodily injury to a passenger or employee, or violation of any policy or procedure on prohibited behavior (i.e. disruptive behavior, prohibited items brought on board, etc.).

#### Guidelines for Accidents:

All employees must report all accidents to their immediate supervisor immediately. The Transportation Manager must complete and submit the RTS/County accident report.

A driver involved in an accident must perform the following actions:

1. Check for personal injury.
2. Check all passengers for personal injury.
3. For all accidents involving secondary vehicles, check the driver and passengers of the other vehicle(s) for injury.
4. If the vehicle(s) is in operational condition, move to a safe area not obstructing the flow of traffic.
5. Notify dispatch of the accident. The driver must then notify local law enforcement and emergency services personnel if required.

6. Remain at the scene of the accident until released by law enforcement or emergency services personnel.
7. If necessary, make tow arrangements.
  - a. If the transit vehicle requires tow service, the responding supervisor or manager will make arrangements.
  - b. If an involved secondary vehicle requires tow services, the driver or owner of that vehicle will be responsible for arrangements.
  - c. If no supervisor or manager is able to respond, inform dispatch that tow services are required.
8. Report for any required drug and alcohol testing as outlined in the agency Drug and Alcohol Policy.
9. Complete any accident documentation required by the County.
10. If an injured passenger wishes to make a claim, drivers should refer them to the Transit Operations Manager who shall record all relevant information relating to the claim and prepare a written description of the incident, the claim, and the need for further action and/or disposition. This report should be transmitted to the Director of Transit within 24 hours after the incident was reported to the Transit Operations Manager. Drivers should not assume any obligations or attempt to settle any claim themselves. Claims involving incidents (described below) should also follow the accident claim protocol.

#### Guidelines for Incidents:

All employees must report all incidents to their immediate supervisor immediately. If it is not possible to report an incident as it occurs, the driver must report the incident when they return to base or within 24 hours of the occurrence, whichever is most feasible.

A driver involved in an incident must perform the following actions:

1. Check for personal injury.
2. Check all passengers for injury.
3. Notify dispatch of the incident. The driver must then notify local law enforcement and emergency services personnel if required.
4. If passengers are on board and the vehicle is operational:
  - a. Complete the assigned trips, informing dispatch that a vehicle incident as occurred.
  - b. After the final passenger has debarked, park the vehicle in an area where it will not obstruct the flow of traffic.
  - c. Complete an Incident Report form.
  - d. Submit the Incident Report form with the manifest at the end of the shift.
5. If no passengers are on board and the vehicle is operational:
  - a. Park the vehicle in an area where it will not obstruct the flow of traffic.

- b. Complete an Incident Report form.
  - c. Submit the Incident Report form with the manifest at the end of the shift.
- 6. If the vehicle is inoperative:
  - a. Inform dispatch that a vehicle incident has occurred.
  - b. Request a back-up vehicle.
  - c. Inform dispatch that tow services may be required.
  - d. Complete an Incident Report form.
  - e. Submit the Incident Report form with the manifest at the end of the shift.

## Procedure 1.10: Service Animals

### Applies to: Staff and Customers

**Purpose:** To provide guidelines for the transport of animals on RTS vehicles.

RTS shall permit service animals to accompany individuals with disabilities in vehicles and facilities” pursuant to (§ 37.167(d)).

A service animal is defined as:

“Any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.”

RTS does not and cannot have a policy or procedure requiring riders to provide documentation for their service animal before boarding a bus or train or entering a facility; however, personnel may ask riders two questions: (1) is the animal a service animal required because of a disability? and (2) what work or task has the animal been trained to perform?

Service animals (e.g. a guide dog) ride at no additional charge but must be properly controlled. They must ride on the floor, or, if appropriate, on the lap of the customer. They may not use vehicle seats. Customers are responsible for the behavior and hygiene needs of their animals. Service can be refused or discontinued if a service animal is seriously disruptive.

All other animals may travel only in a properly secured cage or travel container.

Other service animal conditions described below:

1. RTS may refuse to transport service animals that are deemed to pose a direct threat to the health or safety of drivers or other riders, create a seriously disruptive atmosphere, or are otherwise not under the rider’s control. For example, a rider with a service dog is responsible for ensuring the dog does not bite the driver or other riders. Conversely, a dog that barks occasionally would likely not be considered out of the owner’s control.
2. A passenger’s request that the RTS driver take charge of a service animal may be denied. Caring for a service animal is the responsibility of the passenger or a PCA.
3. RTS does not prescribe limits on the number of service animals that accompany riders on a single trip. Different service animals may provide different services to a rider during trips or at the rider’s destination.

4. RTS may ask riders for notification of their intent to ride with a service animal in order to help ensure adequate space is available for the animal. (RTS will maintain such information in riders' files.)
5. Other riders' or agency personnel's allergies to dogs or other animals are not grounds for RTS denying service to a person accompanied by a service animal. Federal regulations explicitly state that service animals must be allowed to accompany individuals on vehicles and in facilities. Encountering a service animal in the transit or other environment is an expected part of being in public.

## Procedure 1.11: Packages on RTS Vehicles

### Applies to: Staff and Customers

**Purpose:** To ensure safety of passengers and to provide guidance to drivers on handling articles and packages.

Guidelines:

1. Passengers have a carry-on limit of four items, such as paper or plastic bags containing groceries. Items must be small enough to be controlled by the passenger or secured in a seat or storage area and out of the aisles. No big boxes, bulky items, or large bags that would be considered a “household move” are permitted.
2. Items must be under the control of the passenger or they must be secured to the vehicle. Items must be secured within in the vehicle (for example, using a safety belt) so that they do not move about freely and cause a safety hazard. Items may not block aisles or passenger entry doors.
3. The driver will assist passengers with transferring items between the vehicle and the curb. The driver will, upon request, carry one or two items weighing no more than approximately 10 pounds each to the main entrance door of the passenger’s destination. The driver is not permitted to enter a passenger’s home.
4. Any suspicious package or baggage should be reported to the dispatcher or public safety official.
5. Any non-suspicious package or baggage left on the RTS vehicle will be returned to dispatch and the dispatcher will log in the lost and found item.



## Procedure 1.12: Portable Oxygen Units

### Applies to: Staff and Customers

**Purpose:** To instruct employees on safe transport of portable oxygen units used by passengers.

Guidelines:

1. Passengers are permitted to board with portable oxygen units. Passengers should inform the office staff at the time of the trip request that they will be boarding with a portable oxygen unit.
  - a. Office staff are to advise the passenger of the estimated length of time that the passenger is expected to be on the vehicle. This may impact the quantity of oxygen the passenger requires.
2. The driver should only transport oxygen maintained in accordance with the manufacturer's instructions. The instructions and precautions are usually printed on a label attached to the unit. Each unit should be equipped with a valve protection cap.
3. The driver must ensure that the portable oxygen unit is secured. "Secured" means the unit is not free to move when the vehicle is in motion. Passengers may hold the portable oxygen unit, or the driver will secure the unit.
  - a. Containers commonly secured to a mobility device such as a wheelchair may remain in those securements.
  - b. Containers attached to mobility aids such as walkers must be separately secured to the vehicle by the most secure means possible.
4. The driver will secure the portable oxygen unit and any spare tank by the most secure means available within the vehicle.
  - a. The driver should not secure the portable oxygen unit or other medical support equipment in the aisle. The driver should ensure that the seat of the passenger with oxygen does restrict access to exits or use of the aisle.
  - b. Since a release of oxygen could accelerate a fire, the driver should secure the portable oxygen unit away from any source of heat or potential spark.
  - c. The driver is not permitted to connect hoses, disconnect hoses or change oxygen tanks.

## Procedure 1.13: Passenger Assistance

### Applies to: Staff and Customers

**Purpose:** To provide guidance to drivers on passenger assistance.

Guidelines:

1. RTS provides door to door demand-response service. The vehicle stops at the curb in front of the customer's residence or at the main entrance of the building. Drivers are discouraged from backing the vehicle due to the safety and property damage risks inherent in backing a large vehicle. The customer is to board the vehicle at their scheduled pick-up time. The driver is required to wait no more than five minutes past the scheduled pick-up time for the customer to board.
2. Upon the request of the customer, the driver will physically escort the customer between the vehicle and the main entrance of the origin or destination. If a customer anticipates that they will need assistance, they are to request assistance at the time of the reservation, so that drivers can be advised in advance. **In particular, the driver should go to the door to offer assistance to any customer who is elderly or who has a disability.**
  - a. Elderly (age 65 and older) customers are classified as "E" and customers with disabilities are classified as "Dis" on the manifest. A driver who believes that a customer is not correctly classified on the manifest should inform dispatch so the client record can be updated.
  - b. In situations where the driver is unable to go to the door of the pick-up location of an elderly or disabled passenger, and the passenger does not appear after the five-minute wait time, the driver should contact dispatch, who will place a phone call to the customer to inform them that the driver is waiting outside.
  - c. Unless instructed otherwise by management, drivers are not subject to this requirement while there are groups of special needs individuals on the vehicle.
  - d. This requirement includes offering assistance with carrying bags (the customer is required to observe the RTS guidelines for the number and weight of bags).
3. The driver may not pass through the threshold of any building in order to assist a customer unless this has been pre-arranged with management through a request for a reasonable accommodation.

4. The driver should attempt to keep the vehicle in his or her line of sight while providing passenger assistance. The driver is not permitted to lose sight of the vehicle for a lengthy amount of time while providing passenger assistance.
5. Certain customers with disabilities may be unable to adequately care for themselves after arriving at their destinations. The driver will ensure that when dropping off a customer with these needs, the customer is safely inside or is left with a family member or caretaker.
  - a. Scheduling staff will ensure that a trip note is present on the manifest indicating that the customer must be received by a family member or caretaker or must be safely inside their destination before the driver departs.
  - b. When a family member or caretaker is not present, dispatch will attempt to contact the customer's caretaker using the provided phone number(s).
  - c. If dispatch is unable to reach a caretaker, the driver will bring the customer to the RTS office during the next period of availability in the schedule.
  - d. Dispatch will contact the caretaker to discuss arrangements for pick-up of the customer at RTS or an alternate public location that is accessible within the constraints of the driver's schedule.
  - e. Three occurrences within a 90-day period will result in a 15-day suspension of service to the customer unless they are riding with an attendant.
6. Driveways and walkways should be kept clear of ice, snow, and obstructions. The driver should provide passenger assistance unless the condition of a pathway would be reasonably considered too hazardous to traverse.
7. RTS has a "one-step" policy/requirement. A customer using a wheelchair must have a ramp that is clear of hazards and at an angle that does not put the driver at risk of injury. The driver will not provide assistance if there is more than one step with a reasonable height (i.e. a curb) to be maneuvered.
8. RTS may suggest, but not require, that a customer travel with a personal care attendant.
9. The driver is to carry an umbrella, supplied by RTS, on the vehicle to be used while providing passenger assistance during rainy conditions.

### **Other General Driver Expectations When Assisting Passengers With Disabilities**

The goal of RTS is to provide the mobility options that meet the travel needs of the community. To a person who uses a wheelchair or other mobility device, a trained and empathetic driver makes a particularly large difference in their quality of life.

Use the following guidelines when you are interacting with a passenger who has special needs:

1. Treat passengers with disabilities as you would like to be treated
2. Remember that a passenger's disability may not always be visible to others
3. Do not make assumptions about a passenger's abilities or disabilities
4. Any passenger may use the lift if they cannot climb the steps of the vehicle
5. When Assisting Passengers Who are Using Canes or Animals:
  - Always ask the disabled passenger if you can assist her/him prior to assisting the passenger
  - Assist from the opposite side of the cane
  - Amputees should be seated in cool areas during hot weather
6. When Assisting Developmentally Disabled Passengers:
  - Treat the passengers with respect. Be patient and repeat instructions when necessary
  - Be firm if they insist on doing something that will endanger you, them or the other passengers.
7. When Assisting Hearing-Impaired Passengers:
  - Look directly at them so they can see your lips
  - Talk normally (do not shout) and do not exaggerate your speech
  - Be prepared to repeat yourself
  - Get another person to talk to them if the passenger has trouble reading your lips
  - Use a pad and pencil when necessary
8. When Assisting Speech-Impaired Passengers:
  - Do not hesitate to ask speech-impaired persons to repeat anything that you do not understand
  - Be patient; the passenger's speech condition may become more difficult to understand if the passenger is under stress
9. When Assisting Passengers with Visual Impairments:
  - Do not touch the passenger until you tell them who you are and what you intend to do
  - Do not shout at the passenger
  - Before boarding the passenger, take their hand and show them the door openings as well as the seat and mention any hazards
  - When escorting the passenger, remain on the opposite side of their cane and have them hold your arm. Advise the passenger of any changes in ground texture or elevation level
  - When walking with a passenger, call out turns and maneuvers at least five (5) steps in advance
  - If the passenger uses a service animal, it may be helpful to learn the name of the animal for future reference. Avoid any abrupt movements toward the animal or the passengers

- Seat visually impaired passengers against vehicle walls when possible or seat the passengers in seats with arm rests in order to assist them in keeping their balance
10. Use special care in serving elderly passengers:
- Dispatchers need to be especially patient when giving elderly passengers information regarding vehicle routes and schedules
  - Give elderly passengers more time to get on or off the vehicle
  - Ask the passenger if they would like your assistance before assisting them
  - If the passenger refuses assistance, stay close to prevent them from tripping or falling
  - When assisting elderly passengers, do not put too much pressure on the passenger's arm
  - Be sure elderly passengers do not sit too close to heaters or other such hazards
  - Elderly passengers may need to be reminded where to get off of the vehicle
  - Keep temperature controls warm in the winter and cool in summer

#### Communication Tips for Drivers

- When talking with a person with a disability, speak directly to that person rather than through a companion or sign language interpreter who may be present.
- When introduced to a person with disability, it is appropriate to offer to shake hands. People with limited hand use or who wear an artificial limb can usually shake hands. Shaking hands with the left hand is an acceptable greeting.
- When meeting a person with visual impairment, always identify yourself and others who may be with you. When conversing in a group, remember to identify the person to whom you are speaking.
- If you offer assistance, wait until the offer is accepted. Then listen to or ask for instruction.
- Treat adults as adults. Never patronize people who use wheelchairs by patting them on the head or shoulder.
- Leaning or hanging on a person's wheelchair is similar to leaning or hanging on a person and is generally considered annoying. The chair is part of the personal body space of the person who uses it.
- Listen attentively when you are talking to a person who has difficulty speaking. Be patient and wait for the person to finish, rather than correcting or speaking for the person. If necessary, ask short questions that require short answers, a nod, or a shake of the head.

Never pretend to understand if you are having difficulty doing so. Instead, repeat what you have understood and allow the person to respond.

- When speaking with a person using a wheelchair or a person who uses crutches, place yourself at eye level in front of the person to facilitate the conversation.
- To get the attention of a person who is hearing-impaired, tap the person on the shoulder or wave your hand. Look directly at the person and speak clearly in a normal tone of voice. Keep hands, food, etc. away from your mouth when speaking.
- Relax. Do not be embarrassed if you happen to use the accepted, common expressions, such as “See you later” or “Did you hear about this,” that seem to relate to the person’s disability.

## Procedure 1.14: Personal Care Attendants and Accompanying Persons

### Applies to: Staff and Customers

**Purpose:** To provide guidance to passengers requiring a personal care attendant in order to ride RTS.

### **Personal Care Attendants and Accompanying Persons**

In conformity with the Americans with Disabilities Act (ADA), when an RTS customer schedules a trip, the federal guidelines permit additional passenger(s) to travel with the customer based on the following criteria:

**Personal Care Attendant:** During the eligibility process, the RTS customer must have previously identified the need for a Personal Care Attendant (PCA) to RTS dispatchers or management. If the customer previously identified the PCA to RTS staff, the PCA (one person) is permitted to travel with the ADA customer free of charge (ADA 37.131). The PCA's name, current address, and current telephone number must be submitted to RTS. During the trip scheduling process, the customer must inform the RTS's Customer Service Representative of the PCA. RTS staff shall list the accompanying person by name on the trip reservation form to inform the assigned vendor of the approved trip.

**Note:** In accordance with FTA C 4710.1 "an agency cannot deny service to a person with a disability based on what it perceives to be "safe" or "unsafe" for that individual. All riders take on some level of risk when traveling (e.g., standing while riding a bus, crossing busy streets, or walking along roadways with quickly moving traffic). Individuals with disabilities also have the right to decide the level of risk they are willing to take to travel independently and whether or not he/she needs a personal care attendant."

**Accompanying person:** The ADA permits one person to ride with the RTS customer from their point of origin to destination and return with the customer on a space available basis. The accompanying person may not take space intended for another ADA customer (Part 37--Transportation Services for Individuals with Disabilities - 37.125). The accompanying person is required to pay the vendor a regular RTS fare per one-way trip (ADA 37.131). During the trip scheduling process, the customer must inform the RTS's Customer Service Representative of the accompanying person. RTS staff shall list the accompanying person by name on the trip reservation form to inform the assigned vendor of the approved trip.

Both PCAs and accompanying persons must be picked up and dropped off at the same address as the customer.

**Note:** RTS customers are eligible to have both a PCA and an accompanying person on the same trip.



## Procedure 1.15: Seatbelts and Child Safety Seats

### Applies to: Staff and Customers

**Purpose:** To instruct employees on passenger use of seatbelts on RTS vehicles.

Guidelines:

1. The driver is required to wear a safety belt while operating an agency vehicle.
2. All RTS employees are required to wear safety belts while riding as passengers in agency vehicles.
3. All RTS passengers must fasten their safety belt before the vehicle is placed into movement.
4. The driver must verbally confirm that each passenger's safety belt is fastened before placing the vehicle into movement.
  - a. If the safety belt is not long enough to be fastened, the driver will provide a safety belt extension. A safety belt extension must be present on each vehicle at all times.
  - b. The passenger will not be required to fasten a safety belt if the extension is not long enough to accommodate the passenger.
5. A passenger is not required to wear a safety belt if they state that a medical condition prohibits the use of a safety belt. The driver is not to ask a passenger if they have a medical condition or disability that precludes the use of a safety belt.
6. The driver must document on the manifest any situation in which a passenger does not fasten their safety belt.
7. The driver must secure all wheelchair passengers according to the Wheelchair Securement procedure.
8. Any child under the age of four and/or under 40 pounds must be properly secured in a child safety seat according to the seat manufacturer's instructions. The parent or guardian traveling with the child must provide a child safety seat that meets federal motor vehicle safety standards.
  - a. The parent or guardian requesting the trip must indicate to dispatch staff that they will provide a child safety seat for their child.
  - b. The dispatcher must inform the parent or guardian that they are required to provide a child safety seat at the time of the trip reservation.

- c. The parent or guardian will be responsible for securing the child safety seat. The child safety seat must face forward and be tightly secured with the safety belts installed in the vehicle. The harness straps of the child safety seat must snugly fit around the child.

## Procedure 1.16: Mobility Device Lift Requirements

### Applies to: Staff and Customers

**Purpose:** To ensure safety of passengers and to provide guidance to drivers on lift operation.

Requirements for Lift Usage:

RTS will attempt to transport any mobility device regardless of shape and size. Only authorized personnel trained in the operation of wheelchair lift equipment are permitted to control the lift platform of any vehicle. RTS will comply with the manufacturer's maximum weight capacity limit when determining if it must refuse operating the lift for a passenger to ensure the safety of the passenger and the driver.

1. Positioning the Vehicle
  - a. Ensure that the vehicle is parked on level ground and not leaning toward or away from the loading ramp.
  - b. For stopping points close to structures, ensure adequate room for platform deployment and passenger maneuverability.
  - c. Lift platform should rest on concrete or pavement when completely deployed. Avoid loading areas which are soft, wet, slippery, etc.
  - d. The driver is not to back the vehicle in order to position the vehicle. Instead, drive forwards around the area (parking lot, block, etc.) in order to properly position the vehicle.
2. Lift Deployment
  - a. Set the vehicle parking brake with the transmission in the PARK position and the engine running.
  - b. Open the lift door(s) and locate the controls.
  - c. Ensure that the area is clear, and the passenger is a safe distance from the extended platform.
  - d. Unfold the platform from the stowed position ensuring that, when extended, the lift is level with the ground. (If the lift is not level when fully extended, report the condition to the appropriate maintenance staff person or vendor for repair/maintenance.)
  - e. Lower the platform to ground level until the roll stop unfolds to allow for loading.
3. Loading/Unloading the Passenger
  - a. Inform the passenger that loading will begin. It is important to communicate with the passenger at every point in the loading process to ensure that passengers are prepared for the movement of the lift and the necessary maneuvering inside the vehicle prior to securement.

- b. It is preferable that the driver back the passenger onto the platform and secure the wheelchair brakes. (If the wheelchair is electric, ensure that the power is turned off and the transmission is in neutral.). **Note:** If the passenger prefers to be facing the vehicle during the lift operation, then the driver must adhere to the passenger's preference.
  - c. Secure the lift safety belt if provided.
  - d. Always hold the wheelchair armrests when raising and lowering the lift platform.
  - e. Ensure that the passengers' arms and legs are kept as close to the body as possible to avoid injury during operation.
  - f. Do NOT ride the lift but stand alongside the platform while raising and lowering the platform.
  - g. Once the platform is level with the floor of the vehicle, release the wheelchair brakes and back the passenger into position for securement.
  - h. Secure the chair (see procedure on Wheelchair Securement).
  - i. Return the wheelchair to the stow position before setting the vehicle in motion.
4. Standees
- a. Ambulatory passengers will be allowed to use the lift for boarding/exiting the vehicle if requested; a mobility device or aid is not required.
  - b. Ensure that the passenger stands in the center of the platform and holds both handrails while the lift is in motion.
  - c. Follow the operation procedures described above.
5. Manual Operation
- In the event of an electrical malfunction aboard the vehicle, it may be necessary to operate the lift manually by following these instructions:
- a. Locate the manual operation instructions on or near the pump cover.
  - b. To load/unload a passenger from the vehicle using the manual method, locate the hand pump handle (during the pre-trip inspection always check to make sure the manual handle is present).
  - c. Place the slotted end of the pump handle into the pump, release valve, and turn it counterclockwise in one-half turns.
  - d. Let platform fully unfold until it reaches floor level then turn the pump release valve clockwise to stop the platform. The valve must be tight; making sure not to over tighten.
  - e. Place the passenger on the lift platform within the yellow boundary markings and lock the wheelchair brakes.
  - f. Turn the pump release valve one-half turn counterclockwise until the platform reaches the ground and the roll stop fully unfolds.
  - g. Release the wheelchairs brakes and move the passenger off the lift.

- h. To stow the platform back into the vehicle, insert the slotted end of the pump handle into the pump valve and turn it clockwise one-half turns. Remember not to over tighten the valve.
- i. Remove the pump handle from the release valve and place it into the back-up pump and stroke until the platform reaches floor level.

## Procedure 1.17: Securement of Wheelchairs and Other Mobility Devices

### Applies to: Staff and Customers

**Purpose:** to provide instruction to drivers on the securement of wheelchairs and other mobility devices within an agency vehicle.

Guidelines:

1. All passengers using wheelchairs and other mobility devices will be secured using a four-point tie-down system. Per ADA requirements, RTS cannot deny service to any passenger if the wheelchair or mobility device cannot be secured to the satisfaction of the driver. When a wheelchair or mobility device is difficult to secure properly, the driver is expected to make every effort at securing before requesting that the passenger transfer to a regular seat. The driver may request the passenger transfer to a regular seat but will not be permitted to require the passenger transfer if proper securement is not possible.
2. Wheelchairs and other mobility devices are to be secured facing forward.
3. Use the seatbelt (with shoulder restraint), which attaches to the floor if the vehicle is equipped with one. Ensure that the lap belt stays on. If the shoulder restraint cannot be used the lap belt alone will suffice; however, these should be rare occasions.
4. Ensure that the mobility device brakes are applied.
5. Attach the securement straps to the floor connection points first.
6. Connect front tie down straps (pull or cam type; not ratchet) to a T-connector or the wheelchair frame on the front half of the wheelchair.
7. Connect back, ratchet tie-down straps to a T-connector on the back half of the wheelchair. Do not connect straps to the wheels, footrests, armrest or any detachable or flexible part of the wheelchair. Do not pass the straps through the rear spokes.
8. A tightened tie-down strap must form a straight line (no slack) at a 45-degree.
9. Exercise proper bending techniques when securing straps.
10. Unoccupied wheelchairs (when the passenger has transferred to a seat) must be tied down securely.
11. Verify straps are secure and that the device does not move.

12. Electric wheelchairs must have the power turned off while secured.

13. Additional reminders:

- a. Store loose tie-down straps when not in use.
- b. Keep tracks clean and free of dirt and debris.
- c. Pull a wheelchair downhill and push when moving uphill.
- d. Immediately report any malfunctions with lift equipment to dispatch so that repairs can be scheduled as soon as possible.

## Procedure 1.18: Inclement Weather

### Applies to: Staff and Customers

**Purpose:** To ensure the safety of drivers and passengers during inclement weather conditions.

Guidelines:

1. **Tornado/Hurricane/Winds** – if a tornado warning is sounded or broadcast, employees will immediately report to the designated shelter. If drivers are in vehicles, drivers and passengers should exit the vehicle and take shelter in a ditch, under a bridge, in the basement of a nearby building or in the safest possible place given the situation.

The driver will monitor the weather report on the radio if possible. Management will determine when personnel and vehicles can return to normal operations. Sustained winds of 35-40 m.p.h. or gusts 50 m.p.h. or more may warrant ceasing operations but will be determined by RTS management.

If vehicles have sustained any damage from wind or blowing debris, they should be inspected and repaired by maintenance staff before resuming operation.

2. **Flooding** – the Transit Manager, Schedule/Dispatch Supervisor or Dispatchers will inform drivers that the following emergency floor preparedness measures are to be taken:
  - a. The Director of Transit and the Transit Operations Manager will determine if or when transit services need to be discontinued.
  - b. Vehicles that are parked in areas of potential flooding must be moved to high ground if possible.
  - c. In case of flash flood warnings, drivers on the road must avoid known flood areas. Never attempt to travel on roads or bridges that are flooded. If your vehicle stalls because of high water, it is generally safer to stay in the vehicle and call for emergency help rather than try to walk through fast flowing water.
3. **Snow Emergencies:**
  - a. Every effort will be made to provide service during winter weather.
  - b. Based on information provided by local law enforcement, the Director of Transit and the Transit Operations Manager will decide whether to close Rowan Transit System operations or alter service hours.
  - c. It may be necessary to limit service to within County limits or for emergency needs only.



- d. Employees should monitor television and radio stations for service cancellation information.

**Communications with Customers:** RTS management will use all available communication resources (website, emails, telephone calls to passengers already scheduled, etc.) to ensure all RTS passengers are aware of the status of transit services and potential delays or cancellations during inclement weather conditions. RTS will ensure announcements are made on the following local radio stations: WSTP radio station (1490 AM), and Television Stations WBTV 3, WSOC 9, or WCNC 6 for delays or closings.

## Procedure 1.19: Fare Collection for Rowan Express Commuter Routes

### Applies to: Staff and Customers

**Purpose:** To instruct employees on fare collection procedures to safeguard cash/fares and maintain integrity throughout the fare management and reconciliation process for Rowan Express commuter routes.

#### Guidelines:

1. When paying a fare in cash, the passenger must place the money into the farebox. The driver must visually check the amount deposited into the farebox. The only time the driver is permitted to touch the cash is if the passenger is unable to place the cash into the farebox without assistance because of a disability.
2. The driver is to record the amount collected on the manifest and circle the appropriate fare type.
3. The driver is never permitted to make change. The driver cannot open the farebox. If a passenger boards without correct change, the driver is to contact dispatch and obtain further instruction. Drivers and dispatchers should remind passengers that exact change is required.
4. At the end of the shift, the driver will place the farebox in the locked storage area. The driver will total the fares collected on the manifest and complete a farebox slip and deposit it into the farebox.
5. Daily, two staff members, as designated by the Operations Manager, will remove the fareboxes from the locked storage area to count the fares. A farebox income form will be completed indicating the amount collected with both staff initialing the form and documenting the date and time.
6. A driver or other employee may not accept a gift or monetary tip from a passenger. If a passenger chooses to give a “gift” to RTS, it should be considered and entered as a donation.

## **Procedure 1.20: Fueling Vehicles**

### **Applies to: Staff and Customers**

Purpose: To instruct employees on fueling Rowan Transit System vehicles.

Guidelines:

1. Vehicles must have at least a half tank of fuel at the end of each day, including back-up vehicles.
2. Vehicles may be fueled between pickups, but never when a passenger is on board.
3. The driver must collect a receipt after fueling that indicates the total gallons, cost, vehicle number and date. The driver must sign the receipt and attach to the manifest.
4. The driver may not leave the pump unattended while fueling.

## Procedure 1.21: Mobile Device Usage

### Applies to: Staff and Customers

**Purpose:** to provide guidance to RTS employees on use of cellular phones and other mobile devices and to ensure customer and employee safety.

Requirements:

1. RTS may furnish cellular phones or mobile devices to employees for purposes such as dispatch communications and driving directions.
  - a. Agency-furnished phones or devices are for business use only. Employees may not use an agency-furnished phone or device for any reason not related to agency business.
  - b. While operating a vehicle, drivers may not use agency-furnished phones or devices, including hands-free headsets. Drivers must safely stop the vehicle and place the vehicle in park before using the phone/device.
  - c. Employees must use available charging units to ensure that the device is properly charged. The Transit Administrator will make charging units available to employees.
2. Personal cellular phones or mobile devices must be concealed and stowed with the ringer turned off while the employee is on duty.

## Procedure 1.22: Safety Equipment on Vehicles

### Applies to: Staff and Customers

**Purpose:** To instruct employees on the use of safety equipment (fire extinguishers, triangle reflectors, biohazard spill kits, first aid kits, reflective driver vests, and seatbelt cutters) during roadside emergencies.

Requirements:

Triangle Reflectors:

1. Each vehicle has three red reflectors (triangles) located at the front of the vehicle. The reflectors may be used both day and night.
2. While the vehicle is stopped on the roadside, the reflectors should be placed accordingly:
  - a. One reflector should be placed at the side of the vehicle on the roadway side at a safe distance from the vehicle and oncoming traffic
  - b. One reflector should be placed approximately 40 paces or 100 feet to the rear of the vehicle. If there is a hill or curve, the distance should be greater but no more than 300 feet.
  - c. One reflector should be placed approximately 40 paces or 100 feet in front of the vehicle, again using greater distances if conditions warrant.
  - d. Instructions on where to place the triangles are also located on the lid of the triangle container.
3. The driver should wear the reflective vest whenever a roadside emergency occurs or whenever the driver must be in the roadway.

Biohazard Spill Kits:

Biohazard spill kits must be on each RTS vehicle for proper clean-up of any bodily fluids that may be discharged by passengers. Drivers must follow training procedures for cleaning up any such spills.

First Aid Kits:

All RTS vehicles must be equipped with First Aid Kits in the event of an emergency. Drivers will receive formal training on how and when to use items for passengers that may need assistance.

Seatbelt Cutters:

All vehicles must be equipped with at least one seatbelt cutter in the event that an accident occurs that prevents the passenger from being able to unlock their seatbelt. In these instances,

the driver will be responsible for using the seatbelt cutter to release the passenger from the seatbelt.

## **Procedure 1.23: Customer Service**

### **Applies to: Staff and Customers**

#### **Customer Feedback**

Customer compliments, complaints and suggestions are an invaluable source of information about the service that the RTS provides and how the County can strive to enhance a high quality of transit services.

Particularly, it is important that complaints are handled professionally in terms of documentation of the complaint, prompt investigative actions, and follow up with the complainant in an expeditious manner. RTS staff is committed to ensure efficient and effective management of all customer feedback.

#### **Compliments**

Compliments received regarding RTS service should be brought to the attention of the RTS Transit Operations Manager. If the compliment pertains to a specific staff member or RTS vendor, the employee or vendor will be informed of the compliment and a record of it will be placed in the employee's or vendor's file.

#### **Complaints**

The procedure for handling complaints follows:

##### **Complaint Receipt:**

Staff receives the complaint and documents as much detail as possible to include but not limited to the first/last name of the complainant, date and time of the incident, vehicle number or driver involved if applicable, service or vehicle related, etc. Staff receiving the complaint must express the importance of the complaint and that it is taken very seriously.

The staff person receiving the complaint must enter all details of the complaint into the RTS Complaint database.

The Transit Operations Manager must be informed of the complaint the same day the complaint is received. The Transit Operations Manager, or his/her designee, must contact the complainant the day of the complaint or no later than the next County business day to gather any additional information needed and explain the next steps that will be taken on the complaint.

The Transit Operations Manager or designee is responsible for all investigation actions and follow-up communications with the complainant, as well as documentation of such follow up in the Complaint Database.

**Complaint Resolution Deadline:**

1. The Transit Operations Manager will provide a response to the complainant after all investigative actions have occurred with a goal of within two (2) business days but no more than four (4) business days.
2. The Transit Operations Manager or designee will enter the resolution in the Complaint database. The Transit Operations Manager will track the complaints on a monthly basis and provide a summary report to the Director of Transit.

**Complaint Appeal:**

If not satisfied with the response provided by the Transit Operations Manager, the complainant may appeal the decision to the Director of Transit within sixty (60) days.

**Suggestions**

Suggestions received from RTS customers (or vendors) should be brought to the attention of the Transit Operations Manager or his/her designee. The Transit Operations Manager is responsible for evaluating the suggestion, and, as appropriate, taking actions or making plans that are necessary and feasible to implement it. Depending on the suggestion, some may require the approval of the Director of Transit, County Manager, or Board of Commissioners.

**Customer Satisfaction Surveys**

It is the goal of RTS to conduct formal customer satisfaction surveys at least once every two to three years. Transit staff may opt to use mail-back surveys randomly distributed on vehicles, by telephone or mail surveys of a selected sample of customers, or by such other means as is both effective and practical. Surveys will include solicitation of feedback on service quality areas such as the following:

- Safety
- Driver performance and customer service skills
- Cleanliness of vehicles and facilities
- On-time performance
- Areas served
- Days and Hours of Service
- Frequency of Service
- Reservation Center staff courtesy and efficiency



A summary of the survey results should be prepared by the Transit Operations Manager and submitted to the Director of Transit. The summary should include a description of actions that will be taken regarding the survey findings. A final survey report will be presented to the County Manager and Board of County Commissioners if requested.

## **Procedure 1.24: Demand Response Trip Reservations, Changes and Cancellations**

### **Applies to: Staff and Customers**

#### **RTS Demand Response Trip Reservation Process**

RTS demand response trips must be scheduled through the RTS system. Reservations must be made at least a day in advance. RTS customer trip reservations shall be accepted up to fourteen (14) days in advance. Staff will determine if the requested trip is eligible and will dispatch the service through the approved vendor. Requests for RTS service may be made Monday through Friday (in person by phone, or by e-mail) and Saturday and Sunday (telephone only) between 8:00 a.m. to 5:00 p.m. by calling 704-216-8899.

The following are Rowan County holidays; trip reservations will be accepted on the preceding day:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving (2 days)
- Christmas (3 days)

#### **Hearing or Speech Impaired**

If hearing- or speech-impaired and TTY (Teletypewriter Service) is available, please call North Carolina Relay at #711 and request a connection to RTS: 704-216-8899.

#### **Cancellations or Changes in Destinations or Pickup Times**

The RTS demand response approved customer must notify RTS reservations staff of any cancellations or changes in destination or pickup time at least one hour before the scheduled RTS trip. For all trips, also inform the RTS program staff of any changes. Changes and cancellations often affect the scheduling of service for other riders so advance notices of changes are critical to the efficient and effective delivery of RTS demand response service. Repeated failure to notify RTS staff in advance of changes in trip plans may be grounds for revoking a customer's right to participate in the RTS program.

## Procedure 1.25: RTS Driver and Staff Training Requirements

### Applies to: Staff

#### Training and Development

#### Vehicle Operator/Driver Training

Once qualified candidates are interviewed and hired, RTS provides initial and ongoing refresher training critical to ensure proper operations and adherence to the transit providers' rules and regulations. RTS understands that proper qualification of operating and maintenance personnel is a vital part of a safe transit environment. Driver training addresses specific safety- related Issues appropriate to the type of vehicle and driving assignment. Special consideration is also given to crisis management concerns such as fire and evacuation. Below is a list of mandatory operator training at the time of hire and annually as a refresher. All drivers must sign a statement that they received training after each module or in its entirety.

| Mandatory Driver Training - Upon Hire & Annual Refresher Courses |
|------------------------------------------------------------------|
| Bloodborne Pathogens/Biohazard Spill Kits                        |
| Mobility Device Securement                                       |
| American with Disabilities Act & Reasonable Modification         |
| Title VI Plan                                                    |
| Defensive Driving                                                |
| Emergency Procedures                                             |
| Ride Check Evaluation                                            |
| Basic First Aid                                                  |
| RTS SSSP                                                         |
| Drug & Alcohol Training                                          |
| County Policy for Reporting Accidents/Incidents                  |
| Customer Service                                                 |
| HR Orientation for New Employees                                 |
| Winter Weather Driving                                           |
| Fire Evacuation/Prevention/Fire Extinguisher                     |
| Personal Protective Equipment                                    |

**Traffic Regulations** - Training addresses state and local traffic rules and regulations, traffic signs and signals, and proper vehicle operations (including proper use of hand signals).

**Defensive Driving and Accident Prevention** - Training stresses defensive driving principles, collision prevention, and concepts of preventable accidents as a measure of defensive driving success.

RTS drivers are taught to always drive defensively. This means driving to avoid and prevent accidents. It means driving with the vehicle under control at all times, within the applicable speed limits, or less if driving conditions so indicate, and anticipating possible unsafe actions of other drivers. Special attention is given in the RTS System safety program to hazardous conditions. These hazardous conditions include but are not limited to:

- Winter Driving
- Rain and Thunderstorms
- Lane changes and turns
- Railroad crossing
- Expressways
- Fog
- Heavy winds
- Flash flooding
- Skids
- Following distance
- Passing
- Pedestrians, bicyclists, and motorcyclists
- Traffic congestion
- Rollovers

**Vehicle Orientation and Inspection** - Training focuses on the type of vehicle that will be used in service. Significant differences can exist among different bus models and among different manufacturers, and equipment may have characteristics that are unique to the service environment.

**Behind-the-Wheel Training** - Training includes all core driving maneuvers for the type of vehicle in service, including the difficulties in backing maneuvers that can lead to accidents, stopping distance requirements, and equipment-specific functions such as door opening and closing procedures for passenger boarding and alighting.

**Passenger Sensitivity and Assistance Training** - Training covers topics ranging from general customer service techniques to elderly and disabled sensitivity to technical skills in lift and securement. The following subjects are included in the training:

- Understanding passenger needs
- Understanding disabilities
- Americans with Disabilities Act (ADA)
- Communicating with passengers
- Sensitivity to passenger needs
- Mobility devices
- Lifting and body mechanics
- Providing assistance to passengers
- Wheelchair management/wheelchair management
- Lift and ramp operations
- Emergency procedures

#### Radio Usage or Other Communication Devices

To ensure the safety of our drivers and passengers and to enhance the performance of our operations, all RTS employees are familiar with two-way radio operations. Basic procedures are as follows:

- Staff using the two-way radio will follow the standard use practices of the FCC. Profanity, abusive language, or other inappropriate transmissions are not allowed, and could result in disciplinary action.
- All transmissions will be as brief as possible.
- All base stations and vehicle units shall be tuned to the appropriate assigned frequency at all times.
- Staff will initiate communications by first stating who they are calling, and then who is making the call. At the completion of the transmission both parties will indicate that the transmission is completed by stating their call sign and "clear".
- Except in the event of an emergency, all staff will listen for five seconds before transmitting to ensure there are no transmissions in progress. Other units' transmissions will not be interrupted unless it is an emergency. When an emergency is declared, all non-emergency transmissions will cease until a supervisor clears the emergency.
- In the event of an emergency, establish communications on the primary frequency and immediately shift to the secondary frequency. State the nature of the emergency and what assistance is required. To ensure appropriate help arrives promptly, staff will transmit the following items as soon as possible:
  - Identify themselves by name and their location, in detail,
  - Inform in detail as to what assistance they may need,
  - How many passengers they have and the nature of their condition(s),
  - Staff not involved with the emergency will stay off the radio; communications will be between Dispatch and the unit requesting assistance.

- After initial contact, emergency communications may also take place between a supervisor and the unit, or between Dispatch and a supervisor.

**Crisis Management Training** covers emergencies the driver may face while out on the bus. Topics of this training range from breakdowns to accidents to fire/evacuation to handling violent perpetrators. The following subjects are included, but not limited to, in driver training:

- Accidents
- Sick and injured passengers
- Lift operations
- Fire safety
- Vehicle evacuation
- Blood borne pathogens (bodily fluid spill containment and clean up)
- Handling conflict
- Basic crisis management steps
- Transit security
- Securing the vehicle
- First Aid

RTS provides basic First Aid training to drivers, Including triage procedures, focusing on:

- Clearing air passages
- Controlling bleeding
- Bloodborne pathogen protection
- Handling shock victims
- Reacting to seizures

#### Training of Other Personnel

At a minimum, RTS Includes the as part of the training curriculum for agency personnel not directly involved In revenue service:

- Scheduling and Dispatching
- Scheduling and Dispatching Skill development
- Customer Relations
- Radio Usage
- Crisis Management Incident response protocols
- Management and Supervision
- Leadership Skills

- Coaching, Counseling and Discipline
- Crisis Management
- Accident Investigation
- Crime scene Preservation and evidence collection requirements

## Training Documentation

RTS maintains complete and accurate records of all driver training and certification, as well as the training materials and grading mechanism. Drivers are required to demonstrate skill and performance competency in the type of vehicle to which they are assigned as a part of training requirements. Because training transit operations personnel is not a onetime activity, RTS provides ongoing/recurring training necessary to reinforce policies and procedures as well as to provide a mechanism to brief drivers on new policies, procedures and/or regulations.

## Security Awareness

### Transit Watch

RTS supports Transit Watch and prepares all its employees to help promote safety and security within the community, region, and nation.

Transit Watch was developed by the Federal Transit Administration (FTA) and encourages transit employees, transit riders and community members to be aware of their surroundings and alert to activities, packages or situations that seem suspicious. If something out of the ordinary and potentially dangerous is observed, it is to be reported immediately to the proper transit supervisor who may Investigate and/or notify law enforcement authorities.

### Suspicious Items, Vehicles, People And Activities

RTS understands that it has a role to play in being a part of the eyes, ears and liability of the community and a part of the community's first line of defense. Therefore, it is vigilant and is committed to train and encourage all employees to be on the lookout for any suspicious people, activities, vehicles, packages, or substances. Because RTS employees know their operating environment, know what is usual and unusual, they are taught to trust their instincts and report anything unusual, out of place or suspicious to dispatch/management who will then immediately convey the information to dispatch or a supervisor, who will in turn, contact the appropriate public safety or law enforcement authorities.

## **Procedure 1.26: Bus Stop Announcements**

### **Applies to: Staff and Customers**

Just as external announcements can be used to identify the bus line and destination, it is required that internal announcements be made by RTS drivers to inform riders of upcoming stops on the Rowan Express Route. Announcements should be made via bus P.A. system or verbally in advance of the stop, and they should follow a standard format. For example, the street the bus is traveling on should always be stated before the street it intersects. At a minimum, the following announcements must be made:

- Transfer points with other fixed routes.
- Major intersections and destination points.
- Orientation announcements should be made during longer intervals on a route that has no stops or destination points, which allows passengers with disabilities to be oriented to their location.
- Any requested stop.



## **Procedure 1.27: Transit Vehicle Sales Revenues**

### **Applies to: Staff and Customers**

Transit vehicles that have been released from NCDOT are under the ownership of Rowan County. The factory type vehicles (sedans, minivans and 12 passenger) vehicles are listed in the N.A.D.A., Kelly bluebook or similar listings for the resale value of the vehicle. There is no published price guide for the conversion type (cutaway or ramp) vehicles. Transit providers that sell released vehicles must take off all NCDOT required labeling & identifying transit program stickers. Photographs verifying the labeling has been removed will be submitted to NCDOT before RTS sells a transit system vehicle.

If the RTS and NCDOT/FTA-funded vehicle is sold for more than \$5,000, RTS will notify NCDOT – Integrated Mobility Division. RTS understands that sales over \$5,000 are subject to the 80/20 repayment to FTA for their share in the asset. Agencies must submit a copy of the bill of sale on all vehicles to NCDOT for final processing.

RTS understands that if the sale of a vehicle is less than \$5,000.00 that the sales revenues must be deposited into the RTS fund account and used only for public transportation purposes. RTS will maintain documentation of the fund deposit in the transportation system account.

## **Procedure 1.28: Lost and Found Items on RTS Vehicles**

### **Applies to: Staff and Customers**

The following procedure will be followed for any items found on an RTS vehicle.

1. The driver will turn in any items found on their vehicle to the Dispatch/Supervisor at the end of their shift. In-service drivers are only allowed to return a lost item if the person who lost the item returns within the driver's shift to claim it.
2. The Dispatcher, Transit Training & Safety or Transit Operations Manager will tag any lost non-perishable items turned into lost and found and log the item with the corresponding number in the lost and found logbook.
3. If the item is marked with a name, address or phone number, the Transit Operations Manager will contact the owner to let them know that RTS has the item in question.
4. Once tagged and deposited in lost and found, the Dispatch office will take all lost and found calls. When identification is made, the owner should come by the RTS facility to retrieve the lost item(s). The owner must first describe the item and then sign for the lost item.
5. Lost valuables, such as money, jewelry, purses, or cell phones, will be turned over to the Transit Operations Manager for secure storage until the item is retrieved by the owner. The Director of Transit should be notified immediately of any item(s) turned in with an estimated value over \$100.
6. Law enforcement personnel, Transit Operation Manager, and the Director of Transit must be called immediately upon discovery of any weapons, illegal substances, or items of contraband, found on any RTS vehicle.

Lost items will be disposed of according to the following schedule:

- A. All food items – may be disposed of at the end of the workday.
- B. Tangible items – will be disposed of as deemed appropriate by the Transit Director. These items may be donated to charity at the approval of the County Manager and/or BOC.
- C. Items of value will be disposed of quarterly; these items may also be donated to charity at the approval of the County Manager and/or BOC.

## **Procedure 1.29: Telephone Communications Expectations**

### **Applies to: Staff and Customers**

When answering telephone calls both internally and externally, the following basic principles will apply to all RTS staff:

#### **Quality:**

Quality telephone management shall be the responsibility of each employee. Actions to be taken should be handled promptly. If you are unsure how to respond, indicate to the caller that you will call him or her back with the proper response. Take the name and number and call back within the same day.

#### **Responsiveness:**

Answer the telephone as soon as possible, using the approach described below:

The automated phone system would inform the caller that “this call is being recorded for quality assurance purposes” prior to talking with any staff person.

The RTS staff call taker opens all communications with “Good morning/afternoon, Rowan Transit System, how may I assist you today?”.

#### **Respect:**

Speak in a clear energetic voice at a moderate pace. Keep a pleasant tone of voice at all times, articulate well, and be certain to hold the transmitter directly in front of your mouth.

Give the caller your undivided attention and treat him/her as you would wish to be treated and better than he/she would expect. RTS riders can be difficult to understand sometimes. Listen attentively. If you are having difficulty understanding his/her request, ask if there is someone else available who might help you to better understand his or her concerns. Never eat, drink, chew gum or carry on side conversations in the office while on the telephone.

Always address the caller in a friendly, professional manner, acknowledging his or her title (Mr., Mrs., Sir, Madam) such as Mr. or Mrs. \_\_\_\_\_. Never address the caller by his/her first name unless you know the caller well.

#### **Follow-up on Voice Messages:**

Call takers are responsible for ensuring timely action to returning call for those customers that leave messages on the voice mail system. All calls should be returned promptly and logged into a return call log to document staff follow-up.

#### **Dealing with Aggressive Callers:**

If the caller is aggressive, use the following techniques to maintain professionalism

during the conversation. Remember, you are there to assist the caller.

- Remain calm.
- Be patient and do not take comments personally.
- Respond with a caring attitude.
- Provide assurance that some action will be taken.
- Always thank the customer for the call.
- Document the call and forward the incident to your supervisor for investigation
- The supervisor will, in turn, notify the Transit Operations Manager for follow-up and response within 24 hours, preferably the same day as the call.

#### Automated Phone Call Recording System and Evaluation:

RTS utilizes an automated phone recording system and notifies customers as such when they call. This system is utilized to ensure that all calls are managed in the appropriate manner. The system is also valuable in determining discrepancies in pick-up and drop-off reservation times. The Transit Operations Manager will randomly review at least 10 minutes of interaction between RTS staff and customers at least twice a month and document findings.

## **Procedure 1.30: Rowan Express Bus Stop Boarding and Alighting**

### **Applies to: Staff and Customers**

RTS operates the Rowan Express commuter bus services. It is imperative that drivers only allow passengers to board and alight the bus at designated bus stop locations identified with Rowan Express bus stop signs.

Stops have been located in areas that allow for safe boarding/alighting for passengers. Drivers will not allow passengers to flag-down the bus at non-designated areas. The driver will ensure that the emergency flashers are used while at all bus stop locations.

The Transit Operations Manager will periodically monitor driver performance to ensure compliance with this procedure, document any findings, and provide refresher training as needed.

## **Procedure 1.31: RTS Website and Public Information Materials Requirements**

### **Applies to: Staff and Customers**

To comply with FTA and NCDOT regulations and requirements, RTS will maintain the following information on the RTS website and public information materials such as system brochures:

FTA requirements:

1. Title VI: RTS will notify the public of its protections under Title VI, how to obtain additional information on nondiscrimination obligations, how to file a complaint and obtain a complaint form. The notification will not be limited to a notice on the RTS's website.  
Title VI Notice will be also be provided in different language(s) if the RTS Title VI Plan requires it.
2. Title VI Plan is optional.
3. Americans With Disabilities (ADA) – Information on how to file an ADA complaint, and if ADA complementary paratransit information is provided, how to apply and use the service.

The RTS procedures shall meet the following requirements:

- a. The process for filing a complaint, including the name, address, telephone number, and email address of the employee designated under (a) of this part, must be sufficiently advertised to the public, such as on the public transit agency's website.
- b. The procedures must be accessible to and usable by individuals with disabilities.
- c. The public transit agency must promptly communicate its response to the complaint allegations, including reasons for the response, to the complainant by a means that will result in documentation of the response.
4. Reasonable Modification – RTS will provide a brief description of how the system will provide reasonable modifications to the delivery of service for ADA passengers, and how riders can request modifications.
5. A TTY or relay number (711) for the deaf or hard of hearing is provided to the public on the website, maps, schedules, and system brochures.

NCDOT requirements and recommendations:

1. Hours and days of service
2. Types of service
3. How to plan a trip
4. Bus schedules and maps
5. Public meetings and hearings

6. Route and schedule changes
7. Transit Advisory Board or Committee participation and meetings
8. List of Board members
9. Customer service number
10. Links to other transit system websites (recommendation)
11. Sign up for an email information list (recommendation)
12. Title VI Notice will be posted in all system vehicles and in other languages as required

The Transit Operations Manager will ensure that as system operations or information are revised, the RTS website will be revised or updated promptly to reflect current practices.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Don Bringle  
**DATE:** 4/21/2021  
**SUBJECT:** Farm Land Lease

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Rental of farm land to Trexler Farms, Inc. on the back of Dan Nicholas Park. Prior lessee has passed way and interest from other farmers to lease land has occurred.

**ATTACHMENTS:**

| <b>Description</b>  | <b>Upload Date</b> | <b>Type</b> |
|---------------------|--------------------|-------------|
| Lease for Farm Land | 4/21/2021          | Cover Memo  |



North Carolina

Rowan County

FARM LEASE AGREEMENT

*Trexler Farms, Inc*

This agreement is between Rowan County Government, Dan Nicholas Park and Darrin Trexler, for the lease of certain parcels of land for the purpose of planting and raising of agricultural or horticultural crop(s).

1. The parcel(s) contained in this agreement are/is described generally as Ned Marsh Road, (adjoining 6800 Bringle Ferry Road).

2. The term of this lease shall be from January to December except as terminated earlier according to the provisions below.

3. The tenant agrees to pay a lease fee to the landowner of \$ 800 ~~500~~ per year. The tenant agrees to pay such sum at the beginning of the lease term and on the anniversary thereof unless otherwise mutually agreed. A late penalty of up to 5%/month may be assessed on all late payments. This lease fee may be renegotiated annually.

4. Permitted Uses: The tenant is permitted all normal activities associated with the above purposes, including but not limited to: The tenant agrees to employ standard best management practices. It shall not be considered a default of this Lease if weather or other circumstance prevents timely practices or harvesting.

5. Prohibited Uses: The tenant shall not, unless by mutual agreement to the contrary, engage in any of the following activities on said parcel(s): UNLAWFUL ACTIVITIES.

6. The tenant agrees to prepare an annual management plan for review by the landlord, complete annual soil testing, and apply amendments as indicated at his/her own expense. The tenant agrees to proper disposal of trash and waste. The tenant further agrees:

7. The landowner agrees to pay all taxes and assessments associated with this parcel.

8. The farmer agrees to provide the landowner with evidence of liability insurance coverage.

9. Either party may terminate this lease at any time with 12 ~~4~~ month notice to the other party. The tenant agrees not to assign or sublease his/her interest.

10. The terms of this lease may be amended by mutual consent.

11. A default in any of these provisions by either party may be cured upon written notice by the other party within \_\_\_\_ days of receipt of such notice. Any disputes occurring from this lease may be resolved by standard mediation practices, if necessary.

12. Landowner retains his/her right to access the parcel(s) for the purposes of inspection with prior notification to the tenant.

13. Other special terms and conditions in this lease:

Landlord:

\_\_\_\_\_

Date \_\_\_\_\_

Tenant:

\_\_\_\_\_

Date 4-13-21

Attachments may include: • Plan of land • NRCS or other Farm Conservation Plan • Proof of insurance • Other documents as mutually agreed

# CERTIFICATE OF LIABILITY INSURANCE

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

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

INSURED TREXLER FARMS INC  
NAME AND 170 SAINT MATTHEWS CHURCH RD  
ADDRESS SALISBURY NC 28146-7539

CERTIFICATE HOLDER Rowan County Government  
Dan Nicholas Park  
6800 Bringle ferry Rd  
Salisbury NC 28146

## COVERAGES

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

| x                                   | TYPE OF INSURANCE                                                                                                            | ADDL<br>INSR | SUBR<br>WVD | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                                                                                                                                                    |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|----------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | COMMERCIAL GENERAL LIABILITY<br>- OCCURRENCE<br><br>GEN'L AGGREGATE APPLIES PER POLICY                                       |              |             |               |                            |                            | GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OPS AGGREGATE \$<br>PERSONAL & ADV INJURY \$<br>EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea Occurrence) \$<br>MED EXP (Any one person) \$ |
| <input type="checkbox"/>            | BUSINESSOWNERS                                                                                                               |              |             |               |                            |                            | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                        |
| <input type="checkbox"/>            | AUTOMOBILE LIABILITY                                                                                                         |              |             |               |                            |                            | COMBINED SINGLE LIMIT (Each accident) \$                                                                                                                                                  |
| <input type="checkbox"/>            | SCHEDULED AUTOS                                                                                                              |              |             |               |                            |                            | BODILY INJURY (Per person) \$                                                                                                                                                             |
| <input type="checkbox"/>            | HIRED AUTOS                                                                                                                  |              |             |               |                            |                            | BODILY INJURY (Per accident) \$                                                                                                                                                           |
| <input type="checkbox"/>            | NON-OWNED AUTOS                                                                                                              |              |             |               |                            |                            | PROPERTY DAMAGE (Per accident) \$                                                                                                                                                         |
| <input type="checkbox"/>            | GARAGE LIABILITY                                                                                                             |              |             |               |                            |                            |                                                                                                                                                                                           |
| <input type="checkbox"/>            | (Other)                                                                                                                      |              |             |               |                            |                            |                                                                                                                                                                                           |
| <input type="checkbox"/>            | EXCESS LIABILITY -<br>OCCURRENCE                                                                                             |              |             |               |                            |                            | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                        |
| <input type="checkbox"/>            | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY<br><br>POLICY APPLIES TO THE WORKERS<br>COMPENSATION LAW IN THE STATE OF NC | N/A          |             |               |                            |                            | WC STATUTORY LIMITS<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                           |
| <input checked="" type="checkbox"/> | OTHER: FCL 0350436 Effective 06/05/2020 to 06/05/2021 coverage 1 Mil liability limit 1,000 medical payment                   |              |             |               |                            |                            |                                                                                                                                                                                           |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

## CANCELLATION

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

## AUTHORIZED REPRESENTATIVE

DATE

*ambon mthimes*  
4-20-2021



**ROWAN COUNTY CONTRACT MEMORANDUM**

**TO:** Aaron Church, Rowan County Manager  
**FROM:** Don Bringle, Director of Fac Mgt, Parks and Rec.  
**DEPT:** Parks \_\_\_\_\_  
**DATE:** 4/21/2021 \_\_\_\_\_  
**SUBJECT:** Farm Land Lease \_\_\_\_\_

**PURPOSE OF CONTRACT:**

Rental of farm land to Trexler Farms, Inc. on the back side of Dan Nicholas Park. Prior lessee has passed away and interest from other farmers to lease the land.

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**CONTRACT CERTIFICATION**

***By submitting this memorandum, I agree that I have:***

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

  
Signature of Director

4/21/2021 4/21/2021  
DATE

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Aaron Poplin  
**DATE:** 4/23/21  
**SUBJECT:** Schedule Public Hearing for CUP 14-99 Amendment for May 17, 2021

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Rowan County Power LLC is proposing to amend their conditional use permit to add a 3,200 Sq Ft pole barn for equipment storage at their power plant located at 5755 NC 801 Hwy further referenced as parcel 822-007. The pole barn is proposed within the existing operational area of the facility.

Set Quasi-judicial hearing for May 17, 2021

**ATTACHMENTS:**

| <b>Description</b>  | <b>Upload Date</b> | <b>Type</b> |
|---------------------|--------------------|-------------|
| application         | 4/23/2021          | Cover Memo  |
| Staff Report        | 4/23/2021          | Cover Memo  |
| Site Plan           | 4/23/2021          | Cover Memo  |
| evaluation criteria | 4/23/2021          | Cover Memo  |
| GIS Map             | 4/23/2021          | Cover Memo  |



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](http://www.rowancountync.gov)

Case # CUP  
Date Filed \_\_\_\_\_  
Received By \_\_\_\_\_  
Amount Paid \_\_\_\_\_

**Office Use Only**

===== **CONDITIONAL USE PERMIT APPLICATION** =====

OWNERSHIP INFORMATION:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

APPLICANT / AGENT INFORMATION:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

PROPERTY DETAILS:

Tax Parcel: \_\_\_\_\_ Zoning District: \_\_\_\_\_  
Date Acquired: \_\_\_\_\_ Deed Reference: Book \_\_\_\_\_ Page \_\_\_\_\_  
Property Location: \_\_\_\_\_  
Size (sq. ft. or acres): \_\_\_\_\_ Street Frontage: \_\_\_\_\_  
Current Land Use: \_\_\_\_\_

Surrounding Land Use: North \_\_\_\_\_  
South \_\_\_\_\_  
East \_\_\_\_\_  
West \_\_\_\_\_

**PURPOSE & SECTION:**

State purpose of conditional use permit:

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Cite section(s) of Zoning Ordinance which permit is being requested:

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**ATTACHED DOCUMENTS:**

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60.

Attached: Yes      No

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

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**OFFICIAL USE ONLY**

1. Signature of Coordinator: \_\_\_\_\_ 2. Board of Commissioners  
Public Hearing: \_\_\_\_/\_\_\_\_/\_\_\_\_ 3. Notifications Mailed: \_\_\_\_/\_\_\_\_/\_\_\_\_ 4. Property Posted:  
\_\_\_\_/\_\_\_\_/\_\_\_\_ 5. BOC Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Date Applicant Notified:  
\_\_\_\_/\_\_\_\_/\_\_\_\_

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## Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, NC 28144-4341

Office: 704-216-8588 Fax: 704-216-7986

### MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners  
FROM: Aaron Poplin, Planner  
DATE: April 23, 2021  
RE: **CUP 14-99 Amendment**

#### **SUGGESTED BOARD OF COMMISSIONERS ACTION**

- ☐ Set quasi-judicial hearing for **CUP 01-21** for March 1, 2021

#### **BACKGROUND**

On August 17, 1999, the Board of Commissioners approved a conditional use (CUP 14-99) to allow for an electrical power generation facility at 5755 NC 801 HWY further referenced as parcel 822-007. There have been subsequent amendments to the conditional use permit over the years including new turbines and warehouse expansion.

#### **REQUEST**

The current property owner, Rowan County Power LLC, is proposing a 3200 Sq Ft pole barn for equipment storage. This expansion is entirely inside the existing operational area and requires an amendment to the conditional use permit.

#### **CONDITIONAL USE REQUIREMENTS**

Section 21-60 (4) (a) of the Zoning Ordinance indicates electrical power generation facilities are subject to the following standards:

1. **Setbacks. All improved areas, including disposal areas, shall be at least two hundred (200) feet from a zone lot line.** Yes, the closest lot line to the proposed structure is approximately 1175' away.



2. **Separation.** Improved areas shall be at least three hundred (300) feet from any residence, church, or school. The nearest residence is approximately 1,700' away
3. **Dust, odor, glare.** All access roads and storage areas shall be at least twenty (20) feet from any property line constructed with a paved, gravel, or crushed stone surface; and maintained in a dust-free manner. All access surfacing consist of either gravel or asphalt pavement.
4. **Operation.** An information sign shall be posted and maintained at the entrance(s) which lists the name and phone number of the operator, types of material accepted, and hours of operation. Information is listed at the security gate entrance.
5. **Security restrictions.** Access shall be controlled through the use of gates, fences, etc. to prevent unregulated dumping of materials. The power generation facility and the substation are gate accessed. Unregulated dumping of materials are more of a concern with refuse systems which share the same conditional use criteria.
6. **Other special conditions.** Proof of a permit issued by the state in accordance with applicable provisions of the General Statutes. No additional permitting other than zoning and building are foreseen for adding a pole barn within the operational area.

#### EVALUATION CRITERIA

As provided in Section 21-59, the applicant has provided responses to the evaluation criteria with staff comments indicated below.

1. **Adequate transportation access to the site exists.** The facility accesses off of NC 801 HWY which is a major thoroughfare with a design capacity of 15,100 vehicles per day. The most recent traffic count, from 2018, was 3,300 ADT.
2. **The use will not significantly detract from the character of the surrounding area.** The proposed structure will be inside the existing fenced area and is not visible from the main road.
3. **Hazardous safety conditions will not result.** No hazardous safety conditions are envisioned based on the proposed use.
4. **The use will not generate significant noise, odor, glare, or dust.** The pole barn is for storage of existing materials and would not generate any new noise, odor, glare, or dust.

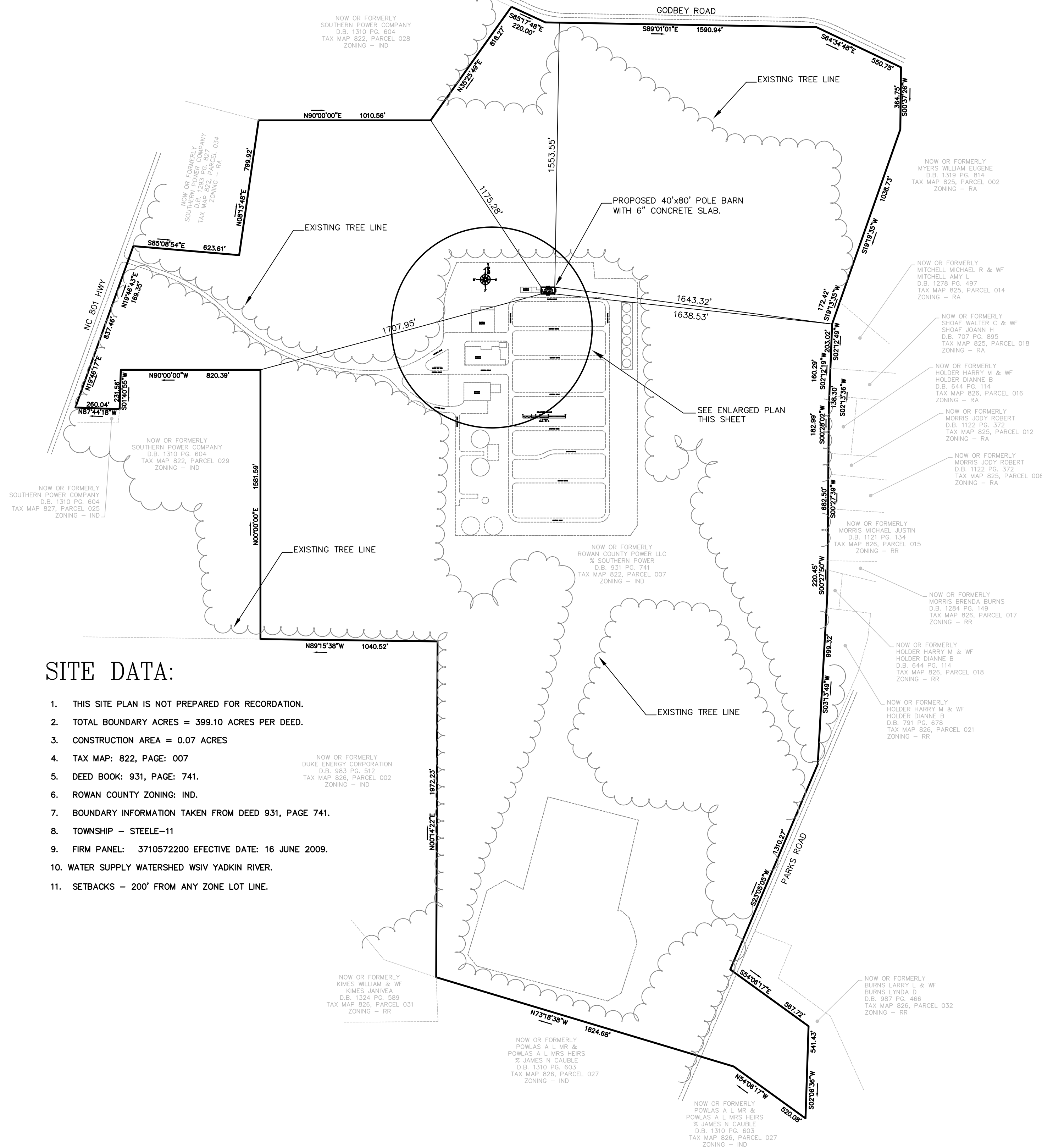
5. **Excessive traffic or parking problems will not result.** The use will not increase the amount of traffic the site generates.
6. **The use will not create significant visual impacts for adjoining properties or passersby.** The pole barn will not be visible from adjoining properties.

#### STAFF COMMENTS

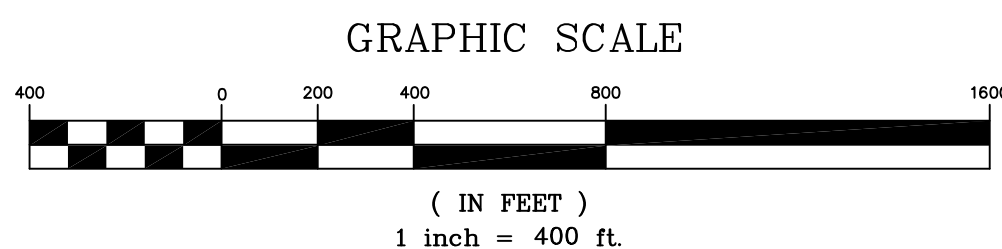
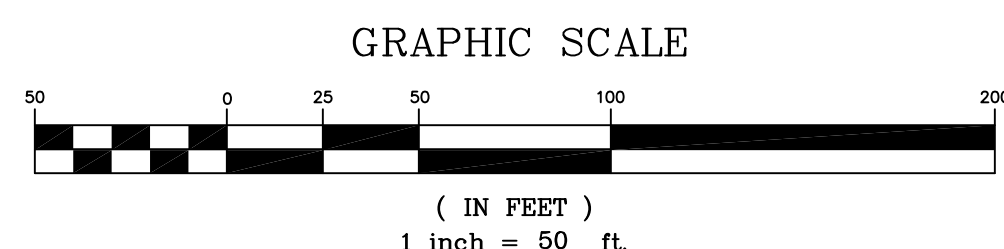
- The addition of a pole barn is too large of a change of the site for staff to approve administratively. Which is why an amendment to the conditional use permit must be approved prior to issuing of a zoning permit.

#### STAFF RECOMMENDATION

- Set Quasi-judicial hearing for May 17, 2021.



1. THIS SITE PLAN IS NOT PREPARED FOR RECORDATION.
2. TOTAL BOUNDARY ACRES = 399.10 ACRES PER DEED.
3. CONSTRUCTION AREA = 0.07 ACRES
4. TAX MAP: 822, PAGE: 007
5. DEED BOOK: 931, PAGE: 741.
6. ROWAN COUNTY ZONING: IND.
7. BOUNDARY INFORMATION TAKEN FROM DEED 931, PAGE 741.
8. TOWNSHIP - STEELE-11
9. FIRM PANEL: 3710572200 EFFECTIVE DATE: 16 JUNE 2009.
10. WATER SUPPLY WATERSHED WSIV YADKIN RIVER.
11. SETBACKS - 200' FROM ANY STATE LOT LINE.

[illegible]

Know what's BELOW  
CALL before you dig.

## Sec. 21-59. Evaluation criteria.

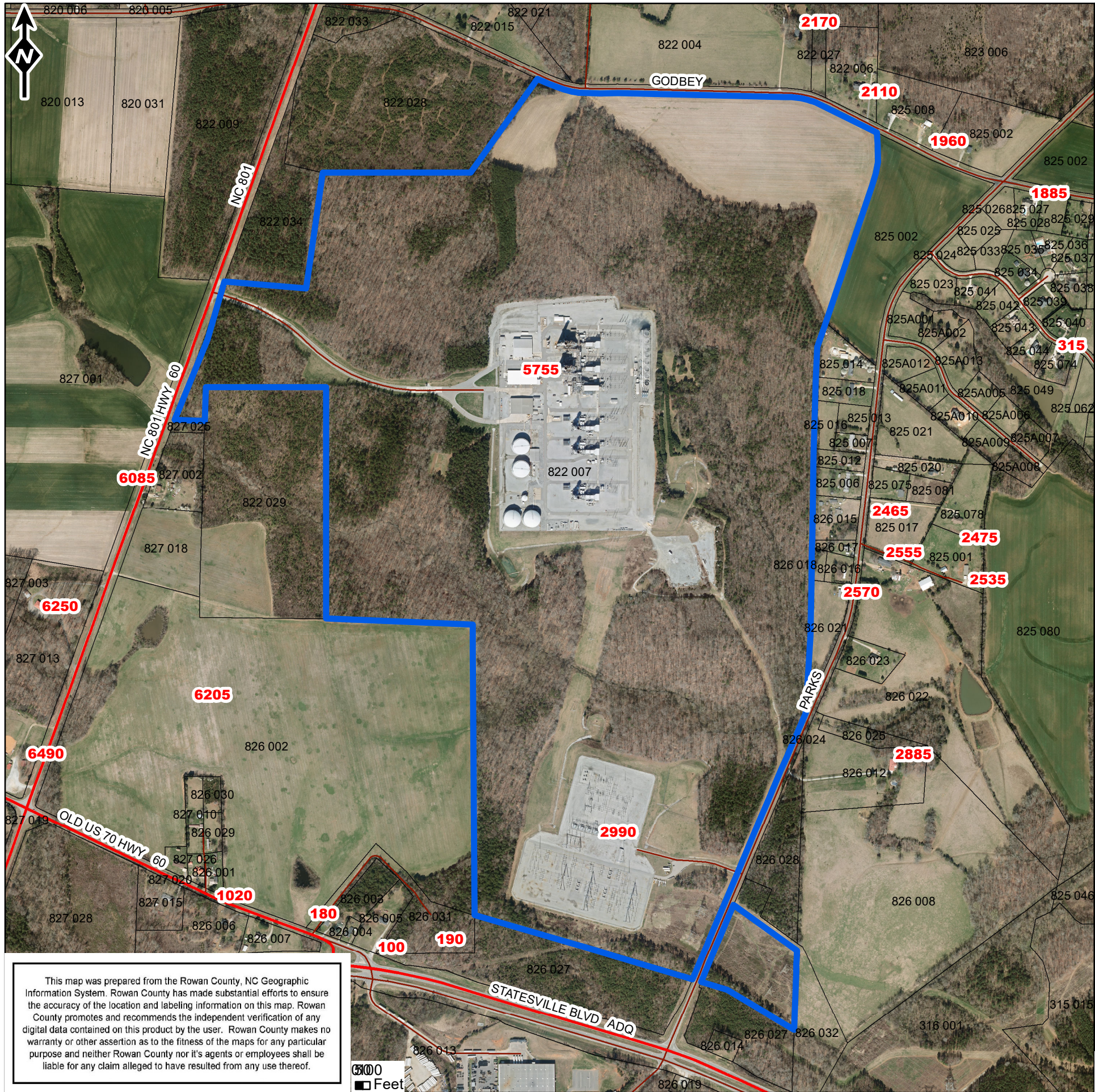
In addition to meeting special standards for a particular use, the applicant must illustrate that he/she can comply with the following criteria when any conditional use is proposed.

- (1) Adequate transportation access to the site exists; *Yes, there is adequate transportation access to existing site and to Proposed Pole Barn.*
- (2) The use will not significantly detract from the character of the surrounding area; *The Proposed Pole Barn is in the middle of 399.10 Acres per Deed Book 931, Page 741. Existing trees buffer existing and proposed site from other properties and roads.*
- (3) Hazardous safety conditions will not result; *The Proposed Pole Barn is for storage only.*
- (4) The use will not generate significant noise, odor, glare, or dust; *The Proposed Pole Barn is for storage only.*
- (5) Excessive traffic or parking problems will not result; and *No excessive traffic or parking will result from Proposed Pole Barn.*
- (6) The use will not create significant visual impacts for adjoining properties or passersby. *The Proposed Pole Barn is in the middle of 399.10 Acres per Deed Book 931, Page 741. Existing trees buffer existing and proposed site from other properties and roads.*

(e) *Required findings.* All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made:

- (1) The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;
- (2) That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and
- (3) That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.



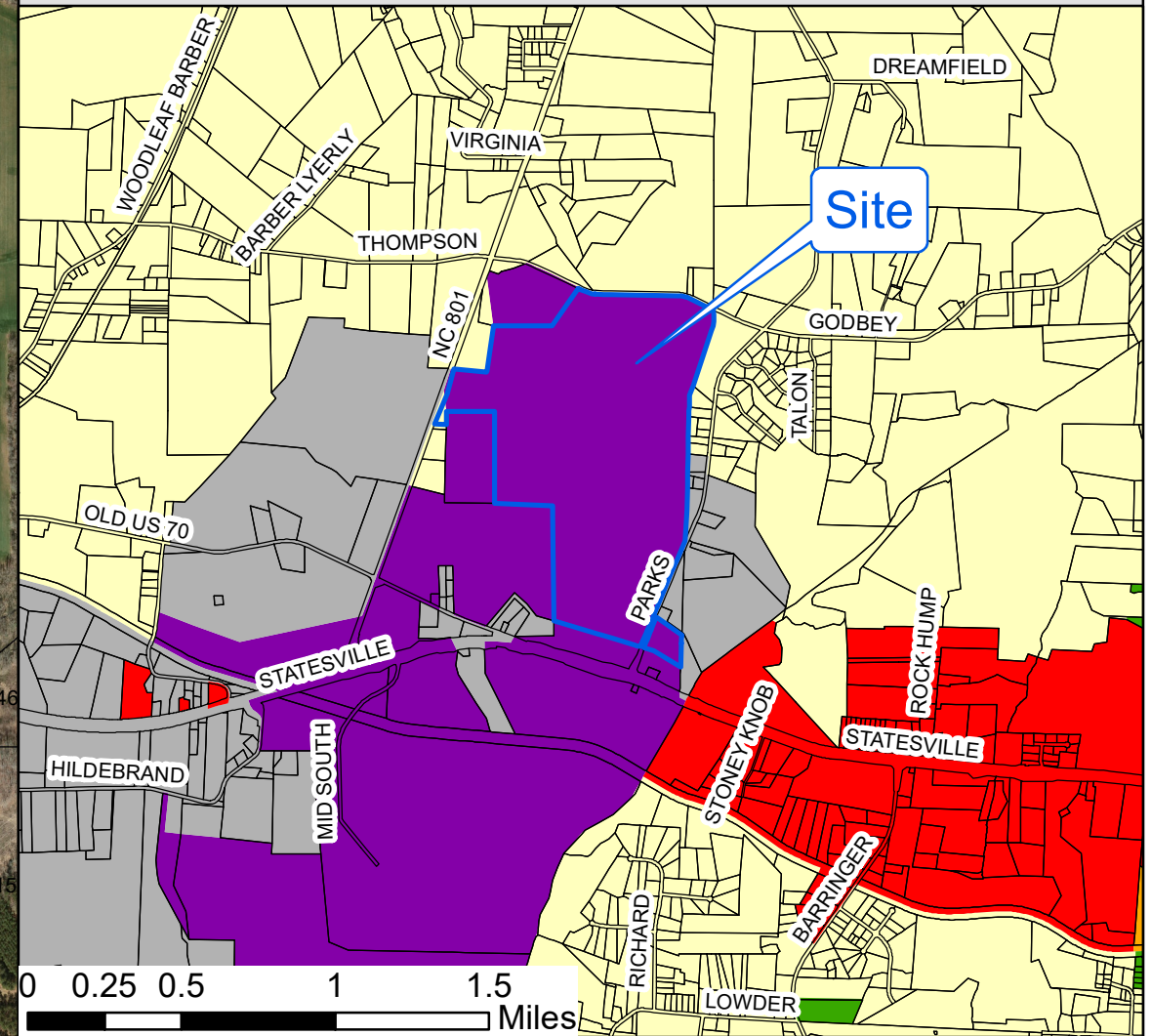


# CUP 14-99 Site Map



**Legend**

|  |     |  |               |
|--|-----|--|---------------|
|  | RA  |  | MHP           |
|  | RR  |  | Salisbury ETJ |
|  | RS  |  | Site          |
|  | CBI |  | Parcels       |
|  | IND |  |               |



This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor its agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

0 500  
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:** Casey Robinson, Assistant Tax Collector  
**DATE:** April 23, 2021  
**SUBJECT:** Tax Refunds for Approval

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**ATTACHMENTS:**

| <b>Description</b>        | <b>Upload Date</b> | <b>Type</b> |
|---------------------------|--------------------|-------------|
| March 2021 Tyler Refunds  | 4/23/2021          | Cover Memo  |
| March 2021 AS400 Refunds  | 4/23/2021          | Cover Memo  |
| February 2021 VTS Refunds | 4/23/2021          | Cover Memo  |

## MARCH 2021 TYLER REFUNDS

| Refund Name                           | Owner Name 2                   | Refund Address 1                  | Refund Address 2         | CITY            | STATE | ZIP   | SITUS                           | PARID         | Refund   |
|---------------------------------------|--------------------------------|-----------------------------------|--------------------------|-----------------|-------|-------|---------------------------------|---------------|----------|
| ADKINS CARTER, PA                     |                                | 129 N MAIN ST                     |                          | SALISBURY       | NC    | 28144 | 103 W 13TH ST                   | 150 012       | 1.42     |
| BEAVER ALICE FAYE KING                |                                | 15826 CLAYTON RD #2221            |                          | ELLISVILLE      | MO    | 63011 | 1004 W B ST                     | 148 152       | 12.32    |
| BENSON VERNON RANDALL                 |                                | 1703 MAGNOLIA AVE LOT D23         |                          | DAYTONA BEACH   | FL    | 32119 | 0 LOGANBERRY LN                 | 065F382       | 3.75     |
| BIERNACKI KAREN S                     |                                | 11890 COOL SPRINGS RD             |                          | CLEVELAND       | NC    | 27013 | 0 COOL SPRINGS RD               | 732 001       | 65.58    |
| BIERNACKI KAREN SIMPSON               | BIERNACKI PAUL JOHN            | 11890 COOL SPRINGS RD             |                          | CLEVELAND       | NC    | 27013 | PERSONAL PROPERTY               | 987432        | 21.29    |
| BILES KEVIN SHANE                     |                                | 2302 DAWSON ST                    |                          | KANNAPOLIS      | NC    | 28081 | PERSONAL PROPERTY               | 180369        | 234.17   |
| BMW MANUFACTURING CO LLC              |                                | PO BOX 339                        |                          | ISELIN          | NJ    | 8830  | 2121 HEILIG RD                  | 175855        | 2,085.62 |
| BMW MANUFACTURING CO LLC              |                                | PO BOX 11000                      |                          | SPARTANBURG     | SC    | 29304 | 2121 HEILIG RD                  | 175855        | 21.07    |
| CKEZEPIS LAW PLLC                     |                                | 16745 BIRKDALE COMMONS PKWY #C    |                          | HUNTERSVILLE    | NC    | 28078 | 603 POPLAR AVE                  | 149 272       | 94.19    |
| COOPER LEGAL FIRM                     |                                | 5620 CONCORD PARKWAY S            | SUITE 103                | CONCORD         | NC    | 28027 | 0 E TORBUSH DR                  | 028 181       | 750.96   |
| COOPER LEGAL FIRM PC                  |                                | 5620 CONCORD PARKWAY S, SUITE 103 |                          | CONCORD         | NC    | 28027 | 0 LOGANBERRY LN                 | 065F387       | 375.55   |
| CORELOGIC TAX SERVICES LLC            |                                | 3001 HACKBERRY ROAD               |                          | IRVING          | TX    | 75063 | 1035 LONG CREEK LN              | 420D024       | 1.85     |
| CORELOGIC TAX SVC                     |                                | 3001 HACKBERRY RD                 |                          | IRVING          | TX    | 75063 | 307 EDGEWOOD DR                 | 235 154       | 7.66     |
| DANIELS JOHN ALFRED                   | DANIELS ARNETHIA ALEXANDER     | 427 ASHBROOK RD                   |                          | SALISBURY       | NC    | 28147 | 0 ASHBROOK RD                   | 329C355       | 3.38     |
| DIAZ IMELDA HERNANDEZ                 |                                | PO BOX 294                        |                          | GOLD HILL       | NC    | 28071 | 985 OLD US 80 HWY               | 540 038       | 746.26   |
| DRYE CHERYL JOANNE                    |                                | 930 WEAVER RD                     |                          | CHINA GROVE     | NC    | 28023 | 930 WEAVER RD                   | 209 013       | 8.02     |
| EANES RANDAL DAREN & WF               | EANES SHEILA PRICE             | 208 W TARKLIN DR                  |                          | GOLDSBORO       | NC    | 27530 | 0 BROOKWOOD DR                  | 609C019       | 110.80   |
| EANES RANDAL DAREN & WF               | EANES SHEILA PRICE             | 208 W TARKLIN DR                  |                          | GOLDSBORO       | NC    | 27530 | 338 BROOKWOOD DR                | 609C042       | 1.87     |
| ESTEP DARLENE BARKER                  |                                | 125 DEBRA DR                      |                          | ROCKWELL        | NC    | 28138 | 125 DEBRA DR                    | 372 012000002 | 2.25     |
| FLEMING MICHAEL GLENN                 |                                | 145 PORTSAIL RD                   |                          | SALISBURY       | NC    | 28146 | PERSONAL PROPERTY               | 105588        | 538.39   |
| FLEMING MICHAEL GLENN                 |                                | 145 PORTSAIL RD                   |                          | SALISBURY       | NC    | 28146 | 0 PORTSAIL RD                   | 612 248       | 651.95   |
| GILLAND KENNETH ALEXANDER             |                                | 1041 ROWAN CIR                    |                          | SALISBURY       | NC    | 28146 | 1025 KENNIBECK DR               | 373 046       | 93.78    |
| GILLAND KENNETH ALEXANDER             |                                | 1041 ROWAN CIR                    |                          | SALISBURY       | NC    | 28146 | 1095 KENNIBECK DR               | 373 047       | 93.78    |
| HARRIS CARRIE J                       |                                | 725 STANLEY AVE SC                |                          | BROOKLYN        | NY    | 11207 | 2908 GLENDALE AVE               | 156B268       | 2.17     |
| HEAD LINDA M                          |                                | 411 ELM GQ ST                     |                          | GRANITE QUARRY  | NC    | 28146 | PERSONAL PROPERTY               | 113518        | 3.36     |
| HEAD LINDA MCKINNEY                   |                                | 411 ELM GQ ST                     |                          | SALISBURY       | NC    | 28146 | 0 TARHEEL TRL                   | 608 002       | 7.84     |
| JOHNSON FREDERICK                     | JOHNSON EMILIA                 | 705 4TH ST                        |                          | SPENCER         | NC    | 28159 | 705 4TH ST                      | 033 145       | 9.37     |
| JONES HOWARD MICHAEL &                | JONES TAMARA ANNE DEAL         | 502 BLACKWELDER ST                |                          | CHINA GROVE     | NC    | 28023 | 502 BLACKWELDER ST              | 103 01902     | 2.93     |
| KATHRYN L BRINGLE CHP 13 TRUSTEE      |                                | PO BOX 2115                       |                          | WINSTON SALEM   | NC    | 27102 | 405 SHAVER ST                   | 028 148       | 35.00    |
| KDH ENTERPRISES INC                   | THE UPS STORE 475 JAKE ALE BLV | 4294 GREEN LEAF ST NW             |                          | CONCORD         | NC    | 28027 | 475 JAKE ALEXANDER BLVD         | 167117        | 214.21   |
| KEZIAH RICKY D                        |                                | 412 IDLEWOOD DR                   |                          | KANNAPOLIS      | NC    | 28083 | 4816 FINCH ST                   | 249D022       | 3.96     |
| KIMBROUGH HENRY A & WF                | KIMBROUGH VIRGINIA D           | 375 CHILDERS RD                   |                          | MOUNT ULLA      | NC    | 28125 | 375 CHILDERS RD                 | 563 020       | 9.52     |
| LAIDLAW GRADING                       |                                | 955 ROY CLINE RD                  |                          | ROCKWELL        | NC    | 28138 | 955 ROY CLINE RD                | 167312        | 10.88    |
| LAW OFFICES OF KEVIN C LINK           |                                | 1 BUFFALO AVE NW STE 3305         |                          | CONCORD         | NC    | 28025 | 0 PLYLER RD                     | 249F001       | 1,075.69 |
| LINDER KENNETH WAYNE                  |                                | 10185 OLD CONCORD RD              |                          | CHINA GROVE     | NC    | 28023 | PERSONAL PROPERTY               | 125330        | 17.64    |
| LOANCARE                              |                                | PO BOX 8068                       |                          | VIRGINIA BEACH  | VA    | 23450 | 1301 SEAFORD AVE                | 142 182       | 11.88    |
| MCCOY HENRY THOMAS &WF                | MCCOY GENEVA M                 | 700 E LIBERTY ST                  |                          | SALISBURY       | NC    | 28144 | 309 S MARTIN LUTHER KING JR AVE | 016 356       | 2.69     |
| MCDANIEL RAYMOND                      |                                | 4189 CHAPEL LAKE DR               |                          | DECATUR         | GA    | 30034 | 475 NEELYTOWN RD                | 482 195       | 389.42   |
| MCDONNELL & ASSOCIATES                |                                | 2442 DEVINE ST                    |                          | COLUMBIA        | SC    | 29205 | 1020 STANDING OAK DR            | 404B025       | 138.46   |
| MCDONNELL & ASSOCIATES PA             |                                | 2442 DEVINE STREET                |                          | COLUMBIA        | SC    | 29205 | 135 TRAIL WOOD CT               | 404B037       | 125.64   |
| MERRITT LAW                           |                                | 1610 DALE EARNHARDT BLVD          |                          | KANNAPOLIS      | NC    | 28083 | 7984 ARIZONA PL                 | 248A051       | 5.60     |
| MULTI STATE ESCROW ACCOUNT            |                                | AVENUE 365 LENDER SERVICES        | 1100 VIRGINIA DR STE 130 | FORT WASHINGTON | PA    | 19034 | 801 CRANE CREEK RD              | 058 403       | 2,690.12 |
| NANCE & OVERBEY                       |                                | 214 E INNES ST                    |                          | SALISBURY       | NC    | 28144 | 411 N CRAIGE ST                 | 006 217A      | 3.65     |
| NATIONSTAR MORTGAGE LLC DBA MR COOPER |                                | 3001 HACKBERRY DR                 |                          | IRVING          | TX    | 75063 | 923 GRACE AVE                   | 151 276       | 1,067.54 |
| NORMAN JOHN WESLEY                    | NORMAN SARAH JENKINS           | 1102 BRYCE AVE                    |                          | SALISBURY       | NC    | 28144 | 1102 BRYCE AVE                  | 012 258       | 1,106.79 |
| PAYNE ROCK INVESTMENTS LLC            |                                | 21031 CATAWBA AVE STE 105         |                          | CORNELIUS       | NC    | 28031 | 1062 READSBORO DR               | 558A005       | 127.08   |
| POWERS JOSEPHINE                      |                                | 2475 LONDON RD                    |                          | MOORESVILLE     | NC    | 28115 | PERSONAL PROPERTY               | 140756        | 40.21    |
| RANKIN FERMON T                       | C/O RITA M HEAGGANS            | 445 BERVARD ST                    |                          | STATESVILLE     | NC    | 28677 | 3860 AMITY HILL RD              | 553 003       | 7.76     |
| RCTC #6048663 2009                    |                                | NA                                |                          | NA              | NA    | NA    | 1170 SANDVIKA LN                | 422 229000002 | 12.02    |
| RCTC 014 204                          |                                | NA                                |                          | NA              | NA    | NA    | 310 MOORESVILLE RD              | 014 204       | 1,099.64 |
| RCTC 032/060 2011                     |                                | NA                                |                          | NA              | NA    | NA    | 611 S ROWAN AVE                 | 032 060       | 500.00   |
| RCTC 107291                           |                                | NA                                |                          | NA              | NA    | NA    | 2120 W C ST                     | 249C095       | 9.08     |
| RCTC 129Q018                          |                                | NA                                |                          | NA              | NA    | NA    | 0 CHERRY BARK PL                | 129Q018       | 300.74   |
| RCTC 133A090                          |                                | NA                                |                          | NA              | NA    | NA    | PERSONAL PROPERTY               | 102679        | 31.23    |
| RCTC 133A091                          |                                | NA                                |                          | NA              | NA    | NA    | 0 N CANNON BLVD                 | 133 05706     | 92.12    |
| RCTC 133A092                          |                                | NA                                |                          | NA              | NA    | NA    | 140 TARBOR LN                   | 419 164       | 121.26   |

*Sonya Parnell*  
Tax Collections Manager

[illegible]



## MARCH 2021 AS400 REFUNDS

| W8NAM1               | W8NAM2          | W8ADR1               | W8ADR2 | W8CITY    | W8STA | W8ZIPA     | W8ASSD               | W8OWID  | W8TRNN        | W8AMRF        |
|----------------------|-----------------|----------------------|--------|-----------|-------|------------|----------------------|---------|---------------|---------------|
| ADAMS BROOKE LYNETTE | NA              | 125 GOODSON ACRES DR | NA     | SALISBURY | NC    | 28147-6497 | 125 GOODSON ACRES DR | 6274395 | 929142        | 517.00        |
| MANGUM JOSEPH        | NA              | 185 DAWN ST          | NA     | SALISBURY | NC    | 28147-9321 | 1987 VALL S/V        | 6299281 | 929059        | 14.28         |
| MANGUM MICHAEL       | CNM MAINTENANCE | 185 DAWN ST          | NA     | SALISBURY | NC    | 28147-9321 | CLASS SP ASM# 000    | 702077  | 929297        | 6.90          |
|                      |                 |                      |        |           |       |            |                      |         |               |               |
|                      |                 |                      |        |           |       |            |                      |         | <b>TOTAL:</b> | <b>538.18</b> |

*Sonya Parnell*

Tax Collections Manager

# FEBRUARY 2021 VTS REFUNDS

[illegible]

Senya Parnell

**The Collections Manager**

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** 4/23/2021  
**SUBJECT:** Approval to Purchase Two Ambulances

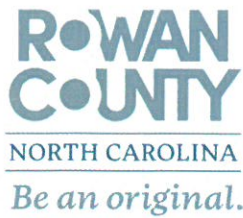
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Please see attached recommendation memo and bid pricing sheets for purchase of two ambulances for Emergency Services Department from First Class Emergency Vehicles.

Please consider the purchase of two ambulances for the Emergency Services Department from First Class Emergency Vehicles.

**ATTACHMENTS:**

| <b>Description</b>                  | <b>Upload Date</b> | <b>Type</b> |
|-------------------------------------|--------------------|-------------|
| Approval to Purchase Two Ambulances | 4/23/2021          | Cover Memo  |



## ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144

704.216.8170

[www.rowancountync.gov](http://www.rowancountync.gov)

James M. Howden, CPA | Finance Director

### MEMORANDUM

**TO:** Rowan County Board of Commissioners  
Aaron Church, County Manager

**FROM:** James M. Howden, Finance Director  
David Sifford, Purchasing Agent

**RE:** Approval of the Purchase of Two Ambulances

**DATE:** April 23, 2021

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After due advertisement, bids for the purchase of two ambulances for the Rowan County Emergency Services Department were received and opened by David Sifford, Purchasing Agent.

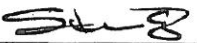
The Finance Department received bids from two dealers: First Class Emergency Vehicles and Atlantic Emergency Solutions. First Class Emergency Vehicles submitted the low bid of \$208,000 per vehicle, with a total of \$416,000 for two vehicles and options. Atlantic Emergency Solutions submitted a bid in the amount of \$253,293 per vehicle, for a total of \$506,586 for two vehicles and options. The two retired ambulances will be sold at auction. The bid pricing sheets and a memorandum from the Emergency Services Department requesting acceptance of the bid from First Class Emergency Vehicles are attached. The complete bid packages are on file in the Purchasing Office.

**Staff Recommendation:** The Emergency Services Department and the Finance Department recommend the purchase of two Medix ambulances from First Class Emergency Vehicles at a cost not to exceed \$416,000, plus applicable taxes and registration fees. This amount is within the approved fiscal year 2021 budget.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THIS PROPOSAL REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED THE CONTRACT BY THIS AGENCY, WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

Sign in ink in the space provided below. UNSIGNED bids will be considered incomplete and will be subject to rejection.

Name of Firm: First Class Fire Apparatus, LLC

Signed (in ink):   
(Signature of Officer of Company)

Title: Wgn Date Signed: 4/17/2021

Street Address: 4009 Waterbury Ct

Mailing Address: \_\_\_\_\_

City: Monroe State: NC Zip Code: 28110

Phone Numbers: Phone: 704-821-4822 Fax: 704-821-4728

Email Address: Tim@firstclassfire.com

Ambulance Manufacturer: Medix Specialty Vehicles

Model Year: 2022 Model Designation: MSV II 170

Delivery will be made within ~~420~~ days of receipt of the purchase order by the Dealer and/or Manufacturer Subject to delays due to consequences of COVID & Component Shortages

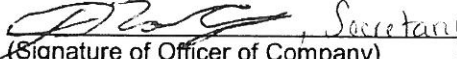
Unit Bid Price: EMS Unit (each) \$ 208,000.00

Total (2units) \$ 416,000.00

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THIS PROPOSAL REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED THE CONTRACT BY THIS AGENCY, WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

Sign in ink in the space provided below. UNSIGNED bids will be considered incomplete and will be subject to rejection.

Name of Firm: ATLANTIC EMERGENCY SOLUTIONS, INC.

Signed (in ink):  Secretary  
(Signature of Officer of Company)

Title: Director Date Signed: 04/20/2021

Street Address: 12351 Randolph Ridge Lane

Mailing Address: S.A.A.

City: Manassas State: VA Zip Code: 20109

Phone Numbers: Phone: 800-442-9700 Fax:

Email Address: jjackson@atlanticemergency.com

Ambulance Manufacturer: REV Ambulance Group Orlando / Wheeled Coach

Model Year: 2022 Model Designation: Type III Wheeled Coach #3170F

Delivery will be made within 120 days of receipt of the purchase order by the Dealer and/or Manufacturer

Unit Bid Price: EMS Unit (each) \$ 253,293.00

Total (2units) \$ 506,586.00

\*Note: Delivery schedule for current build times is 120-150 days after receipt of chassis as long as there are no restrictions due to COVID-19 or other material delays beyond our control.



*Be an original.*

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

## **MEMORANDUM**

**To:** David Sifford, Purchasing Agent  
**CC:** Allen Cress, Chief  
**From:** Lennie Cooper, EMS Division Chief  
**Subject:** FY21 Ambulance Purchase  
**Date:** April 23, 2021

The Department advertised a Request for Bids (RFP) regarding EMS units for FY2021. That RFP was based on specifications used for previous vehicle purchases. I have reviewed the bids and recommend a purchase from the lowest bidder.

The dealer submitting the lowest priced proposal, First Class Emergency Vehicles (FCEV), represents MEDIX Specialty Vehicles (MSV). This is the same dealer with which we have done business for a number of years. FCEV has proven to offer excellent service before and after the sale.

In FY2021 budget 1154371-575035 C/A- VEHICLES provides \$459,385 for the acquisition of two replacement EMS units including taxes and registration fees. I recommend moving forward with the purchase of two, 2022 MEDIX MSV II Ford E-450 Type III ambulances from First Class Emergency Vehicles at the cost of \$416,000 plus sales taxes and registration fees. Taxes are estimated at \$12,480 with registration fees of \$12. This brings the total purchase to \$428,492. In addition to the purchase amount each vehicle has an allowance of \$1200 for technology installation.

The total recommendation, \$428,492 is less than the \$459,385 included in the FY2021 budget. The balance, \$30,893 should remain available to cover installation costs and ancillary items as needed.



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** 7/23/2021  
**SUBJECT:** Approval of Auditing Services

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On April 19th, 2021 the Board of Commissioners approved Martin Starnes & Associates, CPAs, P.A. to provide Rowan County's auditing services for fiscal years 2021, 2022 and 2023. Please see attached contract from Martin Starnes & Associates, CPAs, P.A. to perform auditing services for FY 2021.

Please consider approving Martin Starnes & Associates, CPAs, P.A.'s fiscal year 2021 contract to perform auditing services for Rowan County.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>     |
|--------------------|--------------------|-----------------|
| Auditing Contract  | 4/23/2021          | Backup Material |



|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| The<br>of<br>and | Governing Board<br>Board of Commissioners                         |
|                  | Primary Government Unit (or charter holder)<br>Rowan County, NC   |
|                  | Discretely Presented Component Unit (DPCU) (if applicable)<br>N/A |

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

|     |                                                              |
|-----|--------------------------------------------------------------|
| and | Auditor Name<br>Martin Starnes & Associates, CPAs, P.A.      |
|     | Auditor Address<br>730 13th Avenue Dr. SE, Hickory, NC 28602 |

*Hereinafter referred to as Auditor*

|     |                    |                       |
|-----|--------------------|-----------------------|
| for | Fiscal Year Ending | Audit Report Due Date |
|     | 06/30/21           | 10/31/21              |

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.



**FEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☒ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

**Name:****Title and Unit / Company:****Email Address:**

James Howden

Finance Director, Rowan County

james.howden@rowancountync.gov

**OR Not Applicable** ☐ (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

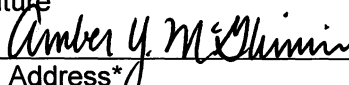
|                                                                                       |                                         |
|---------------------------------------------------------------------------------------|-----------------------------------------|
| Primary Government Unit                                                               | Rowan County, NC                        |
| Audit Fee                                                                             | \$ See fee section of engagement letter |
| <b>Additional Fees Not Included in Audit Fee:</b>                                     |                                         |
| Fee per Major Program                                                                 | \$ See fee section of engagement letter |
| Writing Financial Statements                                                          | \$ N/A                                  |
| All Other Non-Attest Services                                                         | \$ N/A                                  |
| <b>75% Cap for Interim Invoice Approval</b><br>(not applicable to hospital contracts) | \$ 60,487.50                            |

**DPCU FEES (if applicable)**

|                                                                                       |     |
|---------------------------------------------------------------------------------------|-----|
| Discretely Presented Component Unit                                                   | N/A |
| Audit Fee                                                                             | \$  |
| <b>Additional Fees Not Included in Audit Fee:</b>                                     |     |
| Fee per Major Program                                                                 | \$  |
| Writing Financial Statements                                                          | \$  |
| All Other Non-Attest Services                                                         | \$  |
| <b>75% Cap for Interim Invoice Approval</b><br>(not applicable to hospital contracts) | \$  |

## SIGNATURE PAGE

## AUDIT FIRM

|                                                    |                                                                                    |
|----------------------------------------------------|------------------------------------------------------------------------------------|
| Audit Firm*                                        |                                                                                    |
| Martin Starnes & Associates, CPAs, P.A.            |                                                                                    |
| Authorized Firm Representative (typed or printed)* | Signature*                                                                         |
| Amber Y. McGhinnis                                 |  |
| Date*                                              | Email Address*                                                                     |
| 04/20/21                                           | amcghinnis@martinstarnes.com                                                       |

## GOVERNMENTAL UNIT

|                                                                                                             |                             |
|-------------------------------------------------------------------------------------------------------------|-----------------------------|
| Governmental Unit*                                                                                          |                             |
| Rowan County, NC                                                                                            |                             |
| Date Primary Government Unit Governing Board Approved Audit Contract*<br>(G.S.159-34(a) or G.S.115C-447(a)) |                             |
| Mayor/Chairperson (typed or printed)*                                                                       | Signature*                  |
| Greg Edds, Chairman                                                                                         |                             |
| Date                                                                                                        | Email Address               |
|                                                                                                             | greg.edds@rowancountync.gov |

|                                                      |               |
|------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature     |
| N/A                                                  |               |
| Date                                                 | Email Address |
|                                                      |               |

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

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

|                                                               |                                |
|---------------------------------------------------------------|--------------------------------|
| Primary Governmental Unit Finance Officer* (typed or printed) | Signature*                     |
| James Howden, Finance Director                                |                                |
| Date of Pre-Audit Certificate*                                | Email Address*                 |
|                                                               | james.howden@rowancountync.gov |



**SIGNATURE PAGE – DPCU**  
**(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

|                                                                                              |                |
|----------------------------------------------------------------------------------------------|----------------|
| DPCU*                                                                                        |                |
| N/A                                                                                          |                |
| Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) |                |
| DPCU Chairperson (typed or printed)*                                                         | Signature*     |
| Date*                                                                                        | Email Address* |

|                                                      |               |
|------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature     |
| N/A                                                  |               |
| Date                                                 | Email Address |

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
 Not applicable to hospital contracts.

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

|                                          |                |
|------------------------------------------|----------------|
| DPCU Finance Officer (typed or printed)* | Signature*     |
| N/A                                      |                |
| Date of Pre-Audit Certificate*           | Email Address* |

Remember to print this form, and obtain all  
 required signatures prior to submission.

PRINT



**Koonce, Wooten & Haywood, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

## Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the  
Peer Review Committee, North Carolina Association  
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 3, 2018

**Raleigh**  
4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619  
  
919 782 9265  
919 783 8937 FAX

**Durham**  
3500 Westgate Drive  
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Durham, North Carolina 27707  
  
919 354 2584  
919 489 8183 FAX

**Pittsboro**  
10 Sanford Road  
Post Office Box 1399  
Pittsboro, North Carolina 27312  
  
919 542 6000  
919 542 5764 FAX

**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:** Human Resources and Finance Department  
**DATE:** 04-26-21  
**SUBJECT:** Employee On-Site Clinical Services

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Rowan County, through Mark III Employee Benefits Company, advertised for Request for Proposal ("RFP") from qualified companies to provide on-site clinical services for employees.

Four clinical providers responded to the request for proposal. Synergy Healthcare provided a dual response to both Rowan County and the City of Salisbury because currently Synergy Healthcare is the provider for both entities. This is why you will see the City also addressed in the attached response. Rowan County has chosen Synergy Healthcare as the best fit due to cost, overall services, and continuity of care for our employees.

Please see the attached proposal submitted by Synergy Healthcare along with a summary sheet and references for your review.

The Human Resources and Finance Departments recommend the Board approve Synergy Healthcare as the on-site clinical provider for Rowan County employees.

**ATTACHMENTS:**

| <b>Description</b>          | <b>Upload Date</b> | <b>Type</b>     |
|-----------------------------|--------------------|-----------------|
| Synergy Healthcare Proposal | 4/26/2021          | Backup Material |
| Bid Summary Sheet           | 4/26/2021          | Backup Material |
| Synergy Summary Sheet       | 4/26/2021          | Backup Material |
| References                  | 4/26/2021          | Backup Material |



NORTH CAROLINA

*Be an original.*



# Rowan County and City of Salisbury

## Onsite Clinic Request for Proposal

Prepared by:  
Mark III Brokerage, Inc.  
March 2021

## Notice

These Onsite Clinic specifications were written by Mark III Brokerage and are proprietary. Dissemination of the specifications herein shall be limited to the respective employees who are directly involved in the response.

Additionally, these specifications were written for the use of Mark III customers. They are not for the use of entities who are not Mark III customers. Permission must be explicitly given by Mark III Brokerage for the use these specifications. Under no circumstances are these specifications to be disseminated, disclosed, or otherwise communicated to any person or entity other than to the Mark III customers and the firms formulating a response.

|              |
|--------------|
| Introduction |
|--------------|

In an attempt to improve the overall health of the employees, spouses and retirees on the medical plan, Rowan County Government and the City of Salisbury are in the process of seeking proposals from health and wellness vendors to provide services for an onsite wellness clinic.

The clinic is expected to address basic level primary care, including routine medical care, health screenings, and health improvement of the population. The advantages of a County/City sponsored Onsite Clinic are:

1. A low-cost access point for employees, spouses, and retirees to gain basic medical care.
2. The location of the Clinic ensures convenience for employees and spouses.
3. Access to basic care should be faster than a traditional physician office setting.
4. The Clinic staff will be able to perform a myriad of services, such as
  - a. Deliver basic medical care.
  - b. Assist the disease management program by advising and guiding employees, spouses, and retirees with chronic disease states.
  - c. Refer patients to their primary care physician when appropriate.
5. Integration with existing disease management programs. This is an advantage that the traditional physician setting does not lend itself to.
6. Assist in educating the membership in proper healthy lifestyles.
7. Reduce costs for basic medical care.
8. While the goal of a Clinic is to provide a convenient place for employees and their spouses to visit for many of the routine health needs, it is not intended to replace the member's relationship with their primary care physician.

There are currently 870 eligible employees and spouses covered by the Rowan County Medical Plan and 400 employees, spouses, and retirees on the City of Salisbury's Medical Plan. Only employees, spouses and retirees covered by the medical plan will be eligible for services at the Clinic.

|              |
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| Requirements |
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1. The vendor **shall staff** the Employee Onsite Clinic by the following:

**One Provider** - Physician, Physician Assistant, or Nurse Practitioner credentialed in the State of North Carolina, and in good standing in all respects with appropriate licensing agencies and medical boards and **Additional staff members if requested**- including a medical office assistant, certified nursing assistant, or nurse (LPN or RN) and one receptionist shall be on staff at the Clinic at all times.

2. The Provider shall provide to the County/City verification of licensure and authorization to practice in the State of North Carolina.
3. The chosen Medical Provider will staff the Clinic four- five days per week, about 40 hours for both entities. (20 hours per week at Rowan County and 20 hours per week at City of Salisbury)
4. The Medical Provider must cover the total costs of providing all staff members to the Clinic. This includes, but not limited to salaries, FUTA, FICA, unemployment insurance taxes, employee benefits, licensing fees, and liability insurance for the staff.
5. The County/City and the Provider will agree that the Provider is an independent contractor and shall not represent itself as an agent or employee of the County, for any purpose in the performance of the Provider's duties.
6. The Provider shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of Provider's activities in accordance with this Contract.
7. For the purpose of the contract, the Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.
8. The Provider shall maintain, at its expense, professional liability insurance in the minimum amount of \$3,000,000/\$3,000,000, to cover the Provider's performance under this contract.
9. The County/City will identify the physical location for the clinic.
10. The term of the contract will be from July 1, 2021 until June 30, 2022 with an automatic renew up to a 3-year max.

|                                          |
|------------------------------------------|
| Services to be Delivered by the Provider |
|------------------------------------------|

The Provider will perform the following functions:

1. Provide primary care for all eligible employees, their spouses, and retirees.  
*Synergy bases the clinic fees based on the number of eligible employees. Spouses and retirees are able to utilize the clinic, but ultimately that decision is made by the client, not by the Provider.*
2. Give preventive health care education.
3. Administer routine physical and first aid.  
*The Provider typically does not provide care for Worker's Compensation accidents or injuries, as that is outside the scope of these two contracts, however, is a service Synergy can provide. The Provider will provide a bandage etc. to literally stop the bleeding to get the member safely to the ER for additional attention.*
4. Wellness/Health Education.
5. Participate in strategic wellness activities to improve the health of the population and assistance in managing the overall wellness program.
6. Provide Lab, vaccinations, immunizations, and medications services.

|                                         |
|-----------------------------------------|
| Responsibilities of the County and City |
|-----------------------------------------|

1. The County and City shall provide the location for the Clinic and will be responsible for all utilities, operation supplies, and telephone service.
  - a. Examinations Rooms
  - b. Restrooms
  - c. Locked Room for Medications
  - d. Locked Room for Supplies
  - e. Locked Room for Medical Records
2. The County/City will provide one (1) computer system for record keeping in the Clinic.  
*While the County/City both provide the computer, printer/fax at the clinic facilities, Synergy typically does provide this technology if needed, and will include for new clients*



*as part of the one time new clinic setup fee.*

3. The County and City will provide the Provider with copies of pertinent County/City rules, regulations, and standards.
4. The County/City will be responsible for maintaining appropriate property and liability insurance on the Onsite Clinic facility.

|               |
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| Miscellaneous |
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1. The Provider will staff the Wellness Center for 40 hours per week, excluding holidays recognized by the County/City.
2. The Provider shall comply with County/City policies regarding non-discrimination, workplace safety, telephone use, computer use, and substance abuse.
3. Medical records and health screening results that originate from the practice of the Onsite Clinic will belong to the County/City. Such records will be maintained by the Provider in accordance with Federal and State client confidentiality requirements. The Provider will undertake appropriate procedures to safeguard confidential information. Confidential records shall be stored in a locked filing cabinet. To the extent that the Provider believes that a written consent from the patient is needed to permit the Provider to provide the County/City with information, records, or other documents, the Provider agrees to secure such written consent.

*Medical record and health screening results that originate from the practice of the onsite clinic belong to Synergy Healthcare.*

4. The Provider will ensure that the medical records of the employees and dependents are maintained in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
5. Family and Medical Leave (FMLA) records for Rowan County employees and City of Salisbury will be shared with the County/City HR Analysts and/or Human Resources.
6. The Provider shall provide the County/City, as requested, with data and statistical information about the patients for the purpose of study and future program planning. Such data shall exclude patient names and identifying information.

|                       |
|-----------------------|
| Questions to Provider |
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**1. Do you provide Health Risk Assessments for the population to complete? Are the questionnaires online or on paper? Do you provide the results back to the employees and to the County/City? What are the costs?**

Synergy Healthcare believes that Health Risk Assessments, along with Biometric Screenings, are an integral part of any onsite health management program. In addition to establishing a baseline population profile for both the group and every individual plan member that participates, this data feeds directly into the EMR utilized by our clinic providers, so they have this valuable, secure, health data for each eligible, participating member always at their fingertips. Health questionnaires are available via paper or electronically (see Attachment A) and should take less than 10 minutes to complete. In addition to providing individual information, questions include medical history and lifestyle habits. This information is combined with biometric data and the individual blood work results is reported back to the employee in a “Know Your Number” letter and customized summary report that is mailed directly to their home address. Also, an aggregate “Know Your Number” report is ~~also~~ generated and ~~is~~ delivered directly to the client. Copies of both the individual and employer report are attached (see Attachments B and C).

The cost for the entire Health Risk Assessment process described above is \$45 per participating member. Synergy recommends that HRA's be offered on an annual basis as part of a client's wellness strategy. This annual population health risk update provides a baseline for program performance evaluation (health status improvement) and offers a valuable way for individuals to gauge their own health condition improvement over time.

**2. Describe your capabilities to manage biometric/health screenings for the population and the costs associated.**

Synergy has over ten years of experience effectively coordinating and running all aspects of biometric/health screening events for our clients. Depending on the size of our client and number of locations as well as how many and participating employees, these events can last from several hours to a week or more in length. Synergy handles everything from set up, to clean up, scheduling appointments (online or via phone), providing all needed supplies, providing Synergy phlebotomists... literally a turnkey solution that insures a smooth and efficient event. Typical biometric data collected includes hip and waist circumference, blood pressure, and height and weight. Blood samples (venipuncture, not fingerstick) are also collected and analyzed to measure triglyceride levels, total cholesterol, HDL/LDL and fasting glucose. Analysis can be further expanded to include additional tests upon request and for additional fees. The total cost, as mentioned in the prior question, for the standard process as outlined, is \$45 per participating member.

**3. Describe your capabilities to track accountability standards and the changes in the health of the County/City population over time.**

A Synergy competency contributing to our success is our ability to track accountability standards and changes in the health of our client's plan members over time. It is important to not only see individual changes and success stories, but also to be able to show our clients how, on an aggregate level, their population is measurably improving their health. We have the ability to not only show a snapshot in time, but more importantly on a comparative basis, how the health of the population has improved from one year to the next. Synergy's goal is to help our clients create and achieve a long term, sustainable health improvement program. See [Attachment D](#) for a detailed risk impact report for your review.

**4. Do you have predictive modelling capabilities for the participants in the plan?**

Synergy partners with Orthus Health to provide predictive modeling reporting. Orthus Health has one of the nation's most sophisticated risk analysis and reporting tools that includes a patented methodology for creating morbidity and mortality risk predictions. Attached you will find a sample individual Chronic Disease Risk Summary Report which is generated as a result of the member completing the HRA and the biometric screening process ([See Attachment E](#)). As you will see, based on the individual's health risks, this is translated into the risk of developing further disease and the modifiable risks and a pathway to better health for the individual.

**5. Do you have online systems for medical professionals to utilize in viewing screening results?**

Yes, Synergy Healthcare equips each of our onsite clinics with an electronic medical record (EMR) system that providers utilize to view, both current and prior year's screening results and historical health information, This capability enables them to and make timely, accurate and relevant decisions.

**6. Please provide in your proposal expected cost per test for each type of lab services.**

Synergy is very proud of our long term, preferred relationship with LabCorp, and as a result are confident that our clinics can benefit from significantly discounted costs per test and for each type of lab service. In [Attachment F](#), you will find a listing the most common 20 lab services as well as pass through costs for each.

- 7. List all vaccinations you would recommend administering to employees, the reason(s) you would recommend vaccinations and the estimated pass thru cost associated with each recommended vaccine.**

On occasion, our clients desire to offer vaccinations to their employees (flu shots being most common). At this point Synergy clinics are not able to offer COVID vaccines. See [Attachment G](#) which lists the more common vaccines available to our clients upon request.

- 8. What are the clinic startup costs and what specific equipment, supplies, pharmaceuticals, etc. are included (Please provide in proposal list with associated charges) and describe the process and cost for stocking and re-stocking supplies.**

Given that both Rowan County and the City of Salisbury's clinics are both well established and have been in operation for many years, we would not anticipate any start-up costs. However, we can say that for new clinic clients, the typical one time set up fee per clinic location is generally between \$5,000-\$7,500. The clinic provider is responsible for ordering all lab tests and medical supplies, and the cost from our partner vendors, LabCorp and McKesson, will be pass-through net pricing. Any individual lab test over \$100 typically requires client approval, though that limit can vary at the client's request.

- 9. Please provide at least three (3) references for entities with which your organization has performed similar services.**

See [Attachment H](#) for five client references (three of which are also local government clients) and contact information.

- 10. For how many companies/entities do you provide onsite clinics? Identify the number of companies/entities by size for which you manage clinics. Please indicate if any are government entities. Also indicate the number of associates managed through your worksite clinics.**

Synergy currently works with over 40 clients, 10 of which are local governments. Eight of these local governments have onsite clinics, and for two of local government clients, we don't manage their clinic, but we manage their overall wellness programs. The local government clients range from 200 lives to just under 3,000 lives, with a total of approximately 10,000 member lives.

- 11. Will representatives of Rowan County/City of Salisbury be able to visit any current onsite locations? What locations are currently closest?**

Absolutely, if representatives from Rowan County or City of Salisbury wish to visit other onsite clinic locations of Synergy clients, we will be happy to arrange that. There are a handful that are within an easy driving distance, so we can make that happen, and can also be available to accompany them during the visit.

**12. Are your current practice management and clinical data management software systems able to integrate with other systems? If so, describe the extent to which this is possible projected cost. Example: Can you provide a file feed to the medical carrier/vendor for disease management outreach? Can you receive data from the medical carrier for the use by medical staff in the clinic?**

Yes, Synergy's current practice management and clinical data management software systems are able to integrate with other systems. Typically, with a fully executed Business Associate Agreement (BAA) that process is smooth and efficient. While we can receive data from carriers/vendors for disease management outreach, typically with the relationships formed between our onsite clinic provider and members, Synergy may be able to even be more proactive at making referrals in the community or even to Synergy Advocates whose role it is to guide these members through the complicated and confusing healthcare maze, getting them the right care, at the right time, at the right place and at the right price.

**13. Does the County/City have the option of interviewing the medical clinicians prior to placement in the Wellness Center?**

Yes. Our clients have the final say regarding the candidate selected. While many providers have the experience and background and ability to do this job, it is absolutely critical to find the individual that has the right chemistry to be successful and be able to develop a trusted relationship with the members. Ideally Synergy will identify 2-3 finalists and the client will conduct those interviews and the final decision process.

**14. Describe how the practitioner would interact with the medical insurance plan, particularly the pharmacy benefit, and its provider network to ensure high utilization of cost-effective quality care?**

The clinical team will be comprised of a NP or PA and an RN Advocate. The mid-level provider's primary responsibility is to provide care to support compliant management of conditions and evaluate the effectiveness of intervention performed, both in the onsite clinic and in community provider settings.

The Advocate's role is fourfold: (1) to identify high-value service options available in the community that are both high quality and reasonable priced, (2) to remove barriers for members that makes it difficult for them to successfully manage their conditions, (3) to assist the member with the follow-through on service recommendations, and (4) to enable the member to evaluate the impact of services utilized.

Advocates utilize remote communication tactics – phone, Zoom, text, emails – to engage members in personal two-way exchanges Monday through Friday. The Advocate is not a call center relationship, instead, an Advocate will be assigned to work with each of the two organizations for whom this information is being prepared. This permits them to develop

an understanding of organizational culture, wellness program strategies, health plan provisions, and to coordinate their efforts completely with the actions of the onsite clinic providers.

To position the Advocate for success, they have both clinical training/experience and are certified care coordinators. This duality of experience allows them to coach and guide members from clinical and financial points of view. Using the corporate resources available to them, they can:

- Offer alternative medication sourcing options; assist members using biologic medications to meet drug company requirements for coupons and foundation support to reduce and even eliminate the cost of medications,
- Provide chronic disease and lifestyle coaching,
- Connect the member with the best “value” specialty service providers in the region, and insure the appropriate flow of information to the provider to increase the effectiveness of a knowledge enhanced visit,
- Receive pre-cert information from the carrier and proactively reach out to a member to assist them follow-through with a defined care plan, and
- Make certified Autoimmune coaching available to the small number, but high-cost plan members with AI conditions.

First and foremost, it is essential to affirm that our providers job does not include second guessing a plan members primary physicians intervention orders. However, we do provide advice to members when we know appropriate, less expensive medications are available. This information is usually shared with both the member and their physician (with member approval). Also, we have the knowledge of drug manufacturers coupon and foundation supported programs. By assisting a member in their efforts to utilize these programs, we make it easier for them to access, free medications or less expensive medications, when available.

**15. What practice management and clinical data management software is your organization proposing to use to maintain electronic patient records? What type of encounter data will you be able to capture? Will this system be able to produce reports on clinic visit, visit type, individual test results, average cost per visit, ROI reports, health trending, clinical interventions, lost time/absence per diagnosis, etc.? Does it offer a customizable report writer?**

Synergy utilizes a cloud based electronic health record that is both HIPAA compliant and HITRUST certified. The easy to use software allows our providers to input data quickly and efficiently, allowing less administrative time and more valuable interaction with their patients. Encounter types can be customized based on what visit types our clients are interested in tracking. Individual lab results are integrated directly into our program and electronic prescriptions can be sent to pharmacies within minutes. Patients can easily register for the patient health portal within our program to have access to medical information and test results. **Attachment I** is a sample report for data collected from our

electronic health record. This report also reflects financial savings. The electronic health record does not offer a customizable report writer.

**16. Based on the scope of services described within this RFP, what kind of Return on Investment (ROI) can Rowan County/City of Salisbury expect? What do you anticipate the annual cost savings will be to Rowan County/City of Salisbury? Indicate outcome measures you are willing to use and performance standards you are willing to guarantee including financial penalties for non-performance.**

If all steps outlined in this service proposal are accepted and sponsored by the client, which in addition to the onsite clinic, includes Health Risk Assessments, Biometric Screenings and the Advocacy program, then it would be our expectation that in year one the ROI will be 2.5:1 and in the second year a minimum of 3:1.

Measures of performance:

1. Net promoter Score to measure member satisfaction
2. % Change in risk levels (low, medium, high) for chronic conditions
3. Reduction in average claims cost for members with one or more chronic conditions
4. Reduction in average Rx cost for members with AI conditions
5. Reduction in the average cost of members with musculoskeletal conditions

**17. Describe your outreach to ensure employees with high health risks are utilizing the services of the onsite clinic.**

At the initiation of high performing programs, two steps are taken to identify the health conditions of each participant. First, health risk assessments are performed to establish the health risk conditions of all participants through accurate, quantifiable means – biometrics and blood analysis. Secondly, an analysis of historical Medical and Rx data is conducted to identify members who have patterns of service utilization indicative of advancing clinical issues. With this information available the dedicated Advocate team member will:

- Proactively reach out to high-risk members encouraging clinic participation, and follow-up with them after visits to determine any questions they may have,
- Provide educational materials to be provided to members
- Examine and study claims information to identify utilization patterns and choices where high value provider options exist and will make the members aware of the alternatives.

If you have any questions concerning this request for proposal, contact:

Makenzie Correll  
Mark III Brokerage  
211 Greenwich Rd.  
Charlotte, NC 28211

Phone Number: (980) 521-4527

Email Address: [makenzie@markiiieb.com](mailto:makenzie@markiiieb.com)

**Proposals are due by April 6, 2021 to Makenzie Correll at Mark III.**

| Cost |
|------|
|------|

**Please describe the following breakdown of costs for all services described in this RFP, based on 12 months.**

Please note that the following responses related to costs/fees for Rowan County and the City of Salisbury are based on the combined costs of both clinics for February '21, then annualized. Based on 2/21 invoices, Synergy billed based on 500 ees at the City of Salisbury and 761 ees at Rowan County.

- A. Staffing and Benefits Costs- (Fee calculated based on staffing cost and hours worked)**  
Combined both clinic provider services (February x 12): \$154,740
- B. Start-Up Costs (Includes set-up expense and all initial supplies required to open clinic)**  
As spelled out in the response to #8, new clinics typically have one time set up fee of \$5,000-\$7,500 per clinic facility. Not applicable to Rowan County and City of Salisbury as clinics are already fully functioning.
- C. Variable- Operational Costs (Incudes cost of routine drug and medical supplies – not included in the initial wellness center set-up)**  
Combined both clinic pass through lab fees (February x 12): \$14,640. Medical supplies ordered as needed and clients will approve any order over \$100.
- D. Other Costs (Includes Administrative/management fee, clinic certification, IT expenses, etc.)**  
Combined both clinic administrative service fees and electronic medical record (EMR) technology fees (February x 12): \$73,152.



**E. Health Screening (Includes cost to perform health screening per employee and total cost based on 870 employees participating)**

As addressed in questions #1 and #2, the all inclusive costs for Health Screenings (HRA, Biometric screenings, set up, clean up, scheduling and reporting) is \$45 per participant. \$45 x 870 participating employees is \$39,150.

**F. Labs/Immunizations Costs (As noted in the RFP, request list of costs for labs, vaccinations, and immunizations.)**

See both Attachment F and Attachment G.

Note: If Rowan County and the City of Salisbury decide to add Synergy's Advocacy program as an enhancement to the current onsite clinic offerings, as outlined primarily in the response to question #14, the additional fee would be \$9 per employee per month. Based on the combined total of approximately 1,250 total employees, the annual investment would be \$135,000. Synergy would welcome further discussion regarding this program and the specific areas of opportunity for savings and increased engagement levels and improved overall results.

|                                    |
|------------------------------------|
| Deviation from Specifications Form |
|------------------------------------|

Please Check One:

|                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <b>Our proposal adheres to all items specified in the Request for Proposal. If chosen as the vendor, we will agree to abide by the terms of our response to this RFP.</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input checked="" type="checkbox"/> <b>Our proposal adheres to all items specified in the Request for Proposal, except as detailed below. If chosen as the vendor, we will agree to abide by the terms of our response to this RFP.</b></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>This proposal outlines a service comprised by an onsite mid-level clinic and an Advocacy program. These two programs are completely integrated from a member participant perspective, but may be offered as two separate programs should the employer prospect so desire.</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Signed by Katie Queen

Company Name Synergy Healthcare USA LLC

Name and Title Katie Queen, Vice President

Mailing Address PO Box 1069, Denver, NC 28037

Email /Phone KatieK@synergyhealthcare.net  
828-446-5645

Date: March 31, 2021

| BIDS FOR ROWAN COUNTY WELLNESS CENTER SERVICES |                                                            |                                         |                                                |                                                    |
|------------------------------------------------|------------------------------------------------------------|-----------------------------------------|------------------------------------------------|----------------------------------------------------|
| Cost (per employee)                            | Atrium Health                                              | Novant Health                           | Synergy Healthcare                             | Targetcare                                         |
| CLINICAL STAFF                                 | \$100,747.00                                               | \$160,467.88                            | \$77,370.00                                    | \$129,600.00                                       |
| ADMINISTRATION FEE                             | \$55,728                                                   | \$0.00                                  | \$36,576.00                                    | \$109,200.00                                       |
|                                                | \$31,032                                                   |                                         |                                                |                                                    |
| START UP EQUIPMENT                             | (additional IT start up costs over several years \$10,923) | \$38,677.44                             | \$0.00                                         | \$14,800.00                                        |
| CENTER'S SUPPLIES/recurring costs              | \$39,362.00                                                | \$13,695.00                             | \$7,320.00                                     | \$9,600.00                                         |
| <b>TOTAL FIXED COST</b>                        | <b>\$226,869.00</b>                                        | <b>\$212,840.32</b>                     | <b>\$121,266.00</b>                            | <b>\$263,200.00</b>                                |
| HEALTH SCREENINGS - EACH                       | Fingerstick:\$60+\$15 A1C<br>Venipuncture:\$75             | Fingerstick: \$57<br>Venipuncture: \$57 | Venipuncture only<br>option: \$45 + \$2.40 A1C | Fingerstick: \$65<br>Venipuncture: \$75 + \$14 A1C |
| OTHER FEES FOR SCREENINGS                      | PMPM: \$1.30                                               | no                                      | no                                             | no (add on options)                                |
| INTEGRATE MEDICAL CLAIMS                       | yes                                                        | yes                                     |                                                | yes                                                |
| SHARE DATA WITH OTHER VENDORS                  | yes                                                        | yes                                     | yes                                            | yes                                                |
| INCENTIVE MANAGEMENT                           | yes                                                        | yes                                     | yes                                            | yes                                                |

# Synergy

- Offers biometric screenings – venipuncture only
  - o A1C additional \$2.40
  - o provides HRA
  - o provides inventive tracking/management
  - o Data uploaded into EMR and seen in clinic
- Startup costs
  - o none
- Staffing costs
  - o 1 staff member onsite
- References
  - o City of Salem, New Hanover County, City of Hickory
- Estimated year one costs for clinic services:
  - o City of Salisbury: \$121,266
  - o Rowan County: \$121,266



2776 N HWY 16 | Denver N.C. 28037  
P: 980.505.8401 | F: 704.966.0056

### **Client References**

#### **Precision Fabrics Group**

Partnership with Synergy: 5 years  
Business Classification: Manufacturer  
David Eller, Director of Human Resources  
301 N. Elm Street | Greensboro NC 27401  
Clinics in VA, NC, and TN.  
336-510-8027  
[David.Eller@precisionfabrics.com](mailto:David.Eller@precisionfabrics.com)

#### **City of Salem**

Partnership with Synergy: 5 years  
Business Classification: Government  
Beth Rodgers, Director of Human Resources  
114 N. Broad Street | Salem VA 24513  
540-266-4700  
[brodgers@salemva.gov](mailto:brodgers@salemva.gov)

#### **New Hanover County**

Partnership with Synergy: 9 years  
Business Classification: Government  
Amy Cook, Human Resources Analyst  
230 Government Center Drive | Wilmington NC 28407  
910-798-7176  
[acook@nhcgov.com](mailto:acook@nhcgov.com)

#### **City of Hickory**

Partnership with Synergy: 10 years  
Business Classification: Government  
Claudia Main, Human Resources Director  
P.O. Box 398 | Hickory NC 28603  
828-323-7447  
[cmain@hickorync.gov](mailto:cmain@hickorync.gov)

#### **Blum, INC.**

Partnership with Synergy: 10 years  
Business Classification: Manufacturer  
Megan Latzig-Tugnoli, General Management  
7733 Old Plank Road | Stanley NC 28164  
704-827-1345 ext. 1139  
[megan.latzig-tugnoli@blum.com](mailto:megan.latzig-tugnoli@blum.com)

Please feel free to contact Katie Queen at Synergy Healthcare (980)-505-8401 or [katiek@synergyhealthcare.net](mailto:katiek@synergyhealthcare.net) if needed to either arrange either a phone call with the above or to schedule a visit to their onsite clinic facility.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Kelly Natoli, Human Resources Director  
**DATE:** 04-26-21  
**SUBJECT:** Policy 5.9 Longevity/Merit Program Proposed Revisions

---

Enclosed please find proposed revisions to Policy 5.9 Longevity/Merit Program. These changes are needed to provide further clarification of policy administration prior to beginning the annual employee performance evaluation process.

Please approve the proposed revisions to Policy 5.9 Longevity/Merit Program.

**ATTACHMENTS:**

| <b>Description</b>        | <b>Upload Date</b> | <b>Type</b>     |
|---------------------------|--------------------|-----------------|
| Proposed Policy Revisions | 4/26/2021          | Backup Material |

## Proposed Revision: Policy 5.9 Longevity/Merit Program and Bonus Pay

A. Applicability - this policy applies to:

|                                                                                  | Yes |                                  | Yes |                                        | Yes |
|----------------------------------------------------------------------------------|-----|----------------------------------|-----|----------------------------------------|-----|
| County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board | ✓   | FT/PT Benefited Probationary     | ✓   | Employees of Sheriff's Office          | ✓   |
| Directors of Health, Social Services, Elections, and Soil and Water              | ✓   | FT/PT Benefited Non-Probationary | ✓   | Employees of Register of Deeds Office  | ✓   |
| Sheriff and Register of Deeds                                                    | ✓   | PT, Seasonal, Temporary          |     | Employees of Board of Elections Office | ✓   |

B. Longevity/Merit Program

1. Benefited employees are recognized and rewarded for their performance and length of dedicated service through the Longevity/Merit Program. This program runs annually and independently from other types of increases that may be implemented in any given year, such as cost-of-living adjustments.
2. The longevity/merit formula will be applied to the employee's base pay after other increases (such as COLA) are applied to the employee's base pay. This will happen each year as long as the employee meets the performance criteria established on the annual employee performance evaluation form for the given year. If they do not, they will not be eligible for that year, however they may be eligible again the following year if performance has improved to meet the established criteria.
3. Each member of the Board of Commissioners will receive a Longevity/Merit Recommendation Form to complete each year on those employees who report directly to the Board. The majority of the members must respond with their recommendation to grant longevity/merit pay for the employee. If a majority do not respond, or the majority of the responses do not recommend longevity/merit pay, the employee will not be eligible for that year. However, they may be eligible again the following year if the established criteria is met.
4. The following Boards shall have an option to utilize either a Longevity/Merit Recommendation Form, their own performance evaluation form indicating satisfactory performance, or the County provided employee performance evaluation form, in order to grant longevity/merit pay each year for the following positions:
  - a. Board of Health – Director of Public Health
  - b. Board of Social Services – Director Social Services
  - c. Board of Elections – Elections Director
  - d. Soil and Water Board – Natural Resource Conservationist
5. The Sheriff and the Register of Deeds shall automatically qualify for longevity/merit pay while in office.
6. In no case will longevity/merit pay granted to an employee in previous years be taken away unless they voluntarily leave employment and return, in which case their benefited rehire date will be their new longevity date.
7. If an employee was not consecutively employed by the County involuntarily due to no fault of their own and directly the fault of the County, then said employee shall not be considered to have had a break in service for the purposes of the

longevity/merit program. Examples may include (but not be limited to) reinstatement after a reduction in force, or a County delay in the starting date of a transfer.

8. No employee's pay shall be increased above the maximum of the grade for their position. Therefore employees eligible for longevity/merit that would result in an increase above the established maximum for their assigned pay grade will receive a one-time lump sum payment in lieu of an increase to base pay.
  9. The Longevity/Merit Program formula for full-time and part-time benefited employees is as follows:
    - a) employees with at least one (1) but less than five (5) continuous years of service as of 06/30 = .5% each 7/1
    - b) employees with at least five (5) but less than ten (10) continuous years of service as of 06/30 = 1% each 7/1
    - c) employees with at least ten (10) but less than fifteen (15) continuous years of service as of 06/30 = 1.5% each 7/1
    - d) employees with at least fifteen (15) continuous years of service as of 06/30 = 2% each 7/1
- C. Special Bonus Payments
- The County Manager, at his/her sole discretion, may authorize a special performance bonus for any employee at any time for up to \$2,000.



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** April 27, 2021  
**SUBJECT:** Rapid COVID-19 Testing

---

**ATTACHMENTS:**

**Description**

Memorandum

**Upload Date**

4/27/2021

**Type**

Cover Memo



TO: Board of Commissioners  
FROM: Aaron Church, Rowan County Manager  
DATE: April 27, 2021  
SUBJECT: Rapid COVID-19 Testing

This request is to authorize the County on-site clinical provider, Synergy Healthcare, to administer free rapid Covid-19 tests that were procured with Coronavirus Relief Funds to active employees and elected officials. This benefit shall be available regardless of insurance status with the County, and shall include any and all board appointments, board members, and full-time and part-time employees. Human Resources shall be responsible for authorizing these tests, and providing follow-up guidance to employees in accordance with CDC recommendations.

MOTION: Authorize Human Resources to provide rapid Covid-19 test to all county employees, elected officials, board appointments and board members as described above.

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

**MEMO TO COMMISSIONERS:**

**FROM:** Chaplain Michael Taylor  
**DATE:** April 20, 2021  
**SUBJECT:** Proclamation for Law Enforcement Week

---

**ATTACHMENTS:**

| <b>Description</b>                    | <b>Upload Date</b> | <b>Type</b> |
|---------------------------------------|--------------------|-------------|
| Proclamation for Law Enforcement Week | 4/20/2021          | Cover Memo  |

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



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

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### **PROCLAMATION** **LAW ENFORCEMENT WEEK**

**WHEREAS**, in 1962, President John F. Kennedy signed a Presidential Proclamation that set aside May 15<sup>th</sup> as National Peace Officers' Memorial Day and the week of May 10-16 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 10-14, 2021 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 14, 2021 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 3<sup>rd</sup> day of May, 2021.

---

Gregory C. Edds, Chairman  
Rowan County Commissioners

ATTEST:

---

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



recycled paper

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Chaplain Michael Taylor  
**DATE:** April 20, 2021  
**SUBJECT:** Proclamation for Shield A Badge With Prayer

---

**ATTACHMENTS:**

| <b>Description</b>                          | <b>Upload Date</b> | <b>Type</b> |
|---------------------------------------------|--------------------|-------------|
| Proclamation for Shield A Badge With Prayer | 4/20/2021          | Cover Memo  |

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



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

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### PROCLAMATION 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, 3,700 Shield-A-Badge Bible Promise Books and 11,150 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, 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 3<sup>rd</sup> day of May 2021.

---

Gregory C. Edds, Chairman  
Rowan County Commissioners

ATTEST:

---

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



recycled paper

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Alyssa Harris  
**DATE:** April 23, 2021  
**SUBJECT:** Exercise is Medicine Month

---

As we look to support health in our community, we would like to recognize May as "Exercise is Medicine" month. Physical activity is essential to living a healthy life.

**ATTACHMENTS:**

| <b>Description</b>            | <b>Upload Date</b> | <b>Type</b>     |
|-------------------------------|--------------------|-----------------|
| EIM Proclamation for May 2021 | 4/23/2021          | Backup Material |



## **Proclamation for Exercise is Medicine® Month**

**WHEREAS**, May 2021 is Exercise is Medicine® Month; and

**WHEREAS**, all citizens are encouraged to speak with their physicians about how physical activity and exercise may help treat or prevent numerous chronic conditions, such as hypertension, cardiac disease and diabetes; and

**WHEREAS**, all health care providers are encouraged to talk to their patients about the health benefits of exercise and to strongly recommend that their patients engage in appropriate exercise; and

**WHEREAS**, regular, moderate-intensity exercise has curative and protective health benefits; and

**WHEREAS**, the health benefits of physical activity and exercise can do so much to improve the quality of life for everyone; and

**WHEREAS**, a healthier populace means cost savings, greater participation in the workforce and other benefits to society at large; and

**WHEREAS**, regular physical activity and exercise is indeed a powerful prescription, with great potential to improve the health of all Americans; and

**WHEREAS**, the American College of Sports Medicine calls on health care organizations, physicians and other professionals, regardless of specialty, to assess, to advocate for and to review every patient's physical activity program during every comprehensive visit;

**THEREFORE**, the Rowan County Commissioners, does hereby proclaim the month of May 2021 as **EXERCISE IS MEDICINE MONTH** in Rowan County and encourages all citizens to participate in activities and observances relating to Exercise is Medicine Month in the interests of better health and quality of life for all.

This the 3<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Gregory C. Edds, Chairman  
Rowan County Commission

ATTEST:

\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
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:** Shane Stewart, Assistant Planning Director  
**DATE:** April 23, 2021  
**SUBJECT:** Consider PE 02-21: Francisco Castro

---

Francisco Castro is requesting a permit to exceed the noise ordinance for a “Mother’s Day celebration gathering” on Saturday, May 8, 2021 between 2:00 PM and 11:30 PM on property owned by Ignacio Castro Jr. located at 760 Oak Mountain Road Salisbury further referenced as Parcel ID 755-009. Per event description, the celebration will be open to the public and include live music and free food and beverage for an anticipated 90+ guests. Parking and portable toilets (4) will be made available on the nearly fifteen (15) acre parcel.

1. Receive staff report
2. Petitioner comment
3. Public comment
4. Approve / deny PE 02-21

**ATTACHMENTS:**

| <b>Description</b>                 | <b>Upload Date</b> | <b>Type</b> |
|------------------------------------|--------------------|-------------|
| Staff Report                       | 4/23/2021          | Exhibit     |
| Event Description and Site Details | 4/23/2021          | Exhibit     |
| GIS Map                            | 4/23/2021          | Exhibit     |
| Application                        | 4/23/2021          | Exhibit     |



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144

Phone: (704) 216-8588 – Fax: (704) 216-7986

[www.rowancountync.gov/planning](http://www.rowancountync.gov/planning)

**MEMORANDUM**

TO: Rowan County Board of Commissioners  
FROM: Shane Stewart, Assistant Planning Director  
DATE: April 23, 2021  
RE: **PE 02-21; Francisco Castro**

**REQUEST**

Francisco Castro is requesting a permit to exceed the noise ordinance for a “Mother’s Day celebration gathering” on Saturday, May 8, 2021 between 2:00 PM and 11:30 PM on property owned by Ignacio Castro Jr. located at 760 Oak Mountain Road Salisbury further referenced as Parcel ID 755-009. Per event description, the celebration will be open to the public and include live music and free food and beverage for an anticipated 90+ guests. Parking and portable toilets (4) will be made available on the nearly fifteen (15) acre parcel.

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 the application on April 12<sup>th</sup>, the deadline for consideration on the May 3<sup>rd</sup> meeting. Adjoining property notices were mailed on April 21<sup>st</sup>.

2. The nature of the requested activity.

*Finding:* On the surface, the event sounded more like a neighborhood or gathering of friends since food and beverages are free. According to the applicant, the event is open to the public and has been advertised on social media, fliers posted, and other means.

3. Previous experience with the applicant.

*Finding:* None.

4. The time of the event.

*Finding:* The event will take place May 8<sup>th</sup> from 2:00 PM until 11:30 PM.

5. Other activities in the vicinity of the proposed event.

*Finding:* None to knowledge.

6. Frequency of the event.

*Finding:* Uncertain. Staff informed the applicant if the owner has plans for holding multiple events that a temporary use permit or other approvals will be required.

7. Cultural or social benefits of the proposed event.

*Finding:* Typically, permit to exceed requests have involved some sort of fundraising element, which does not appear to be the case here. The November 2020 event mentioned below may have been a benefit for a family in need as noted in the 911 call log information.

8. The effect of the activity on any adjacent residential area.

*Finding:* According to the GIS, there are 111 residential structures in the adjacent developments of Mountain View Estates, Oak Mountain Estates, and Country Village accessed by Oak Mountain Road. Most, if not all, residents will experience impacts associated with traffic and noise especially since much of the 15 acres appear to have recently been cleared. The applicant indicated “all neighboring houses will be given a 3 day notice of the event.”

Oak Mountain Road is state maintained terminating approximately 400 feet from the subject site location. The 911 call log did not reference

traffic or blockage of the public right of way. The subject site is adjacent to nearly 900 acres owned by the State of North Carolina, which is primarily wooded but also contains the agriculture research farm at 7275 Sherrills Ford Road. Some residents along Country Hill Drive to the northeast may experience some noise impacts.

9. Previous violations, if any, by the applicant.

*Finding:* Mr. Castro referenced an event held on March 13, 2021 where deputies arrived and informed the owner they needed a permit to exceed or would otherwise be in violation of the noise ordinance. After inquiring about 911 calls on this date based on several area addresses used, no results for noise complaints were noted. The 911 database did have one (1) noise complaint registered in this area on November 22, 2020 at 8:57 PM associated with an event with live music.

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:* Staff mailed notice to thirteen (13) property owners, which are within 300 feet of the subject site.

**STAFF COMMENTS**

Staff's primary concern is the potential number of events that may be considered, which has been shared with the applicant. A temporary use permit or other approval may be necessary depending on the frequency of events. It appears there is sufficient area to contain all visitors on the subject property unless more than the anticipated number attend.

**Event Name: Mother's Day Celebration**

**Date: May 8<sup>th</sup> 2021**

**Time: 2:00pm-11:00PM**

**Location: 760 Oak Mountain Rd. Salisbury NC 28147**

**Purpose: Event will be held to celebrate Mother's day and provide a fun event for any mothers who wish to come out and participate.**

### **Description**

On May 8<sup>th</sup> 2021 we would like to have a public event to celebrate Mother's Day. Location of the event will be located at 760 Oak Mountain Rd, Salisbury NC on a 14 acre piece of land. The event will be held a day prior to Mother's day so that we do not interrupt others Mother's Day celebrations on the 9<sup>th</sup>. There will be a local Mariachi band and food will be given out along with beverages. The event will be open to the public and anyone is welcomed at this event. Bathrooms and parking will be available in the event. The event will take place from the hours of 2:00pm to 11:00pm and all neighboring houses will be given a 3 day notice of the event. If any questions or information of the event is required please you may contact the number below.

### **Contact Information**

**Name: Francisco Castro**

**Phone#: (704)618-6766**

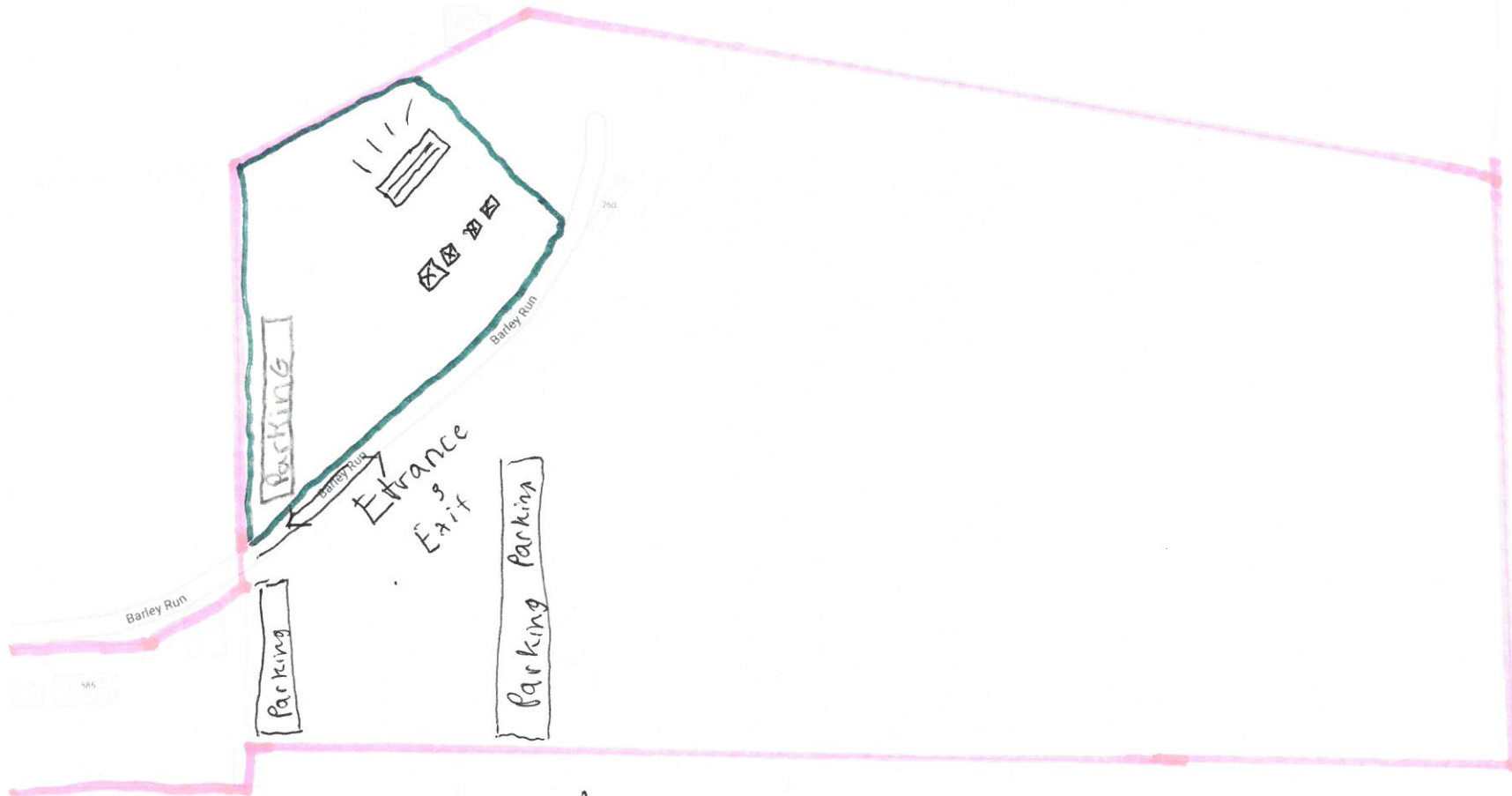
Google Maps Barley Run



- Owned by Owner of event
- NC Research center farmland

Map data ©2021 100 ft

Google Maps Barley Run

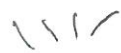


- Property line
- Event location
- ☒ Bathrooms

Speakers + Audio Facing Northwest



Stage



Direction of Music

Map data ©2021 50 ft





## PE 02-21: Castro

### LEGEND



Site

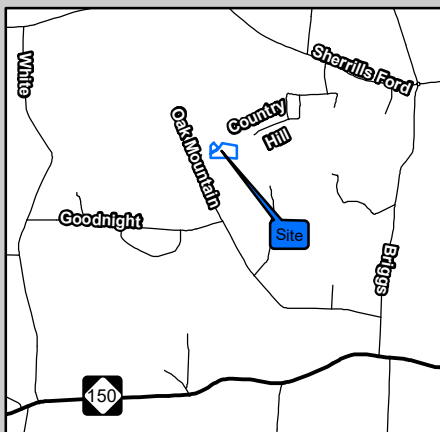


Parcels

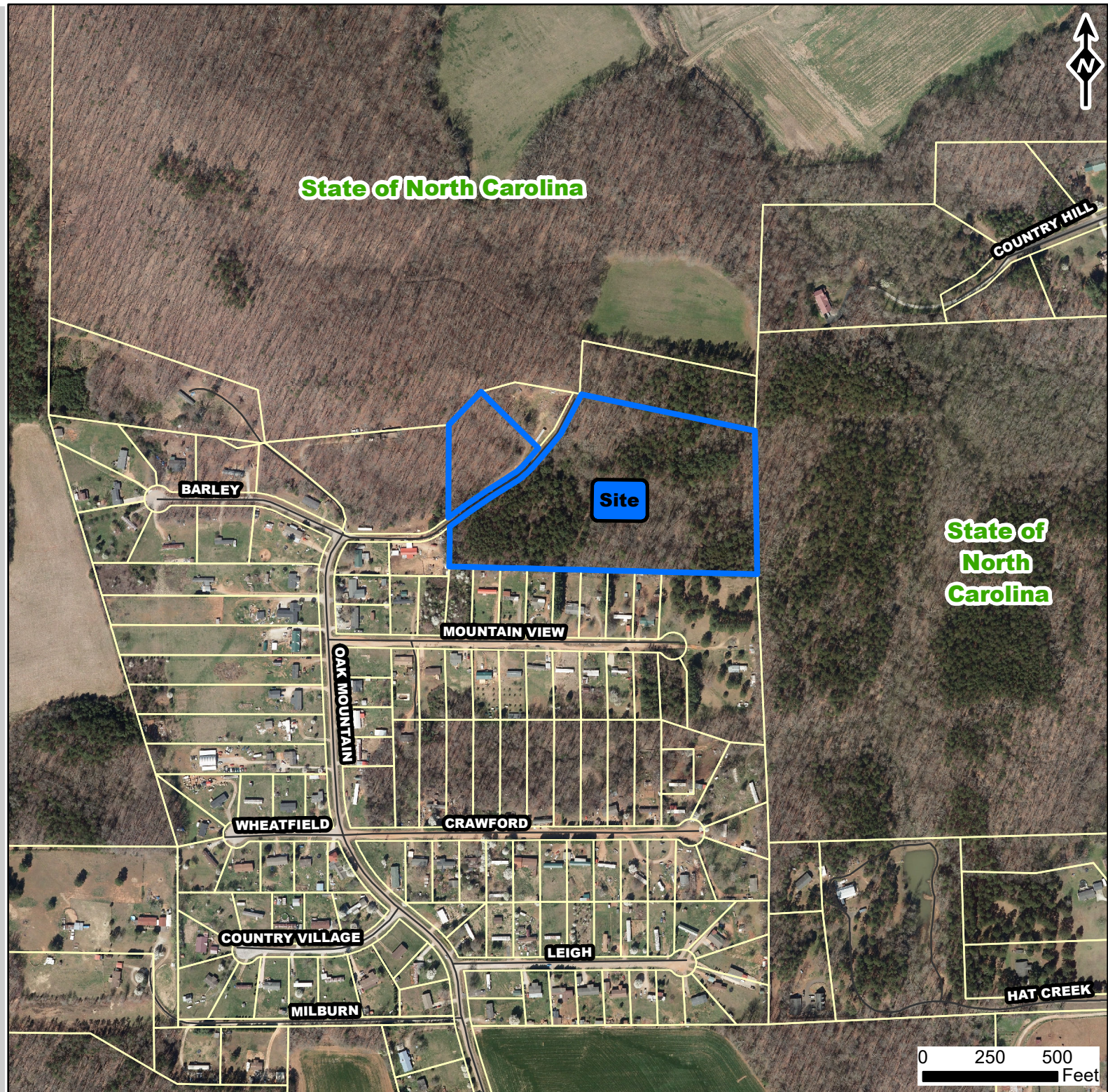


Roads

Feb. / Mar. 18 Aerial



Prepared by Rowan County Planning  
Department: April 23, 2021







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

Case # PE 02-21  
Date Filed 4/12/21  
Received By SAB  
Amount Paid \$ 50.00  
Office Use Only

**PERMIT TO EXCEED NOISE ORDINANCE APPLICATION**

**OWNERSHIP INFORMATION:**

Name: Ignacio Castro JR  
Signature: Ignacio Castro JR  
Phone: (704) 762-6323 Email: castro-ignacio1992@hotmail.com  
Address: 760 Oak Mountain Rd Salisbury NC 28147

**APPLICANT / AGENT INFORMATION:**

Name: Francisco Castro  
Signature: Francisco Castro  
Phone: 704-618-6166 Email: Castro.F5114@gmail.com  
Address: 585 Oak Mountain Rd Salisbury NC 28147

**PROPERTY DETAILS:**

Tax Parcel: Tax Map: 755/Parcel: 009 Size (sq.ft. or acres): 14 ±  
Location of Event: 760 oak Mountain Rd Salisbury NC  
Current Land Use: Vacant land Zoning District: \_\_\_\_\_

**PURPOSE:**

State Purpose of Request:

Mothers Day Celebration Gathering

Date(s) of event: 5-8-2021 Begin Time: 2pm End Time: 11:30 pm  
Anticipated Number of Attendees: 90 ± 2pm

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.

---

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**OFFICIAL USE ONLY**

1. Signature of Coordinator:  2. Board of Commissioners Meeting: 05 / 03 / 21 3. Notifications Mailed: 4 / 21 / 21 4. Property Posted: 4 / 21 / 21 5. Board of Commissioners Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Date Applicant Notified: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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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:** Shane Stewart, Assistant Planning Director  
**DATE:** April 23, 2021  
**SUBJECT:** Consider FSW 01-21: Christina Foskey

---

Property owner Christina Brown Foskey is requesting a waiver from Section 22-54 of the Subdivision Ordinance pertaining to family subdivision standards to create and convey a new three (3) new tracts from Parcel ID 248-070 located along the 300 – 400 Block of Bostian Oaks Ln. (see enclosed map). Within her letter of intent, Ms. Foskey includes background information tracing the property's ownership back to her grandparents, Mitchell and Dorthy Bostian (see enclosed). Ms. Foskey proposes to convey the lots as follows: Tracy & Wendy Bostina, first cousin; Charles & Taren Roush, second cousin; and Dyana & Rocky Bostian, second cousin – all of which are indicated as grandchildren or great grandchildren of Mitchell and Dorthy Bostian.

1. Receive staff report.
2. Applicant comments
3. Receive public comment
4. Approve / deny / table FSW 01-21

**ATTACHMENTS:**

| <b>Description</b>     | <b>Upload Date</b> | <b>Type</b> |
|------------------------|--------------------|-------------|
| Staff Report           | 4/23/2021          | Exhibit     |
| Letter of Intent       | 4/23/2021          | Exhibit     |
| Proposed Subdivision   | 4/23/2021          | Exhibit     |
| GIS Map                | 4/23/2021          | Exhibit     |
| Kannapolis Farms Map 2 | 4/23/2021          | Exhibit     |
| Riley Gobble Survey    | 4/23/2021          | Exhibit     |
| MD Bostian Survey      | 4/23/2021          | Exhibit     |
| Recorded Right of Way  | 4/23/2021          | Exhibit     |



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144

Phone: (704) 216-8588 – Fax: (704) 216-7986

[www.rowancountync.gov/planning](http://www.rowancountync.gov/planning)

**MEMORANDUM**

TO: Rowan County Board of Commissioners  
FROM: Shane Stewart, Assistant Planning Director  
DATE: April 22, 2021  
RE: **FSW 01-21; Christina Foskey**

**REQUEST**

Property owner Christina Brown Foskey is requesting a waiver from Section 22-54 of the Subdivision Ordinance pertaining to family subdivision standards to create and convey a new three (3) new tracts from Parcel ID 248-070 located along the 300 – 400 Block of Bostian Oaks Ln. (see enclosed map). Within her letter of intent, Ms. Foskey includes background information tracing the property's ownership back to her grandparents, Mitchell and Dorthy Bostian (see enclosed). Ms. Foskey proposes to convey the lots as follows: Tracy & Wendy Bostina, first cousin; Charles & Taren Roush, second cousin; and Dyana & Rocky Bostian, second cousin – all of which are indicated as grandchildren or great grandchildren of Mitchell and Dorthy Bostian.

Administratively, Planning staff are authorized to review and approve divisions of land where the lot recipients are considered immediate family (e.g. grandparents, parents, siblings, children, grandchildren) to the property owner.

In 2016, the Board of Commissioners amended the Subdivision Ordinance to specify family subdivision waivers could be used in two (2) instances:

1. Where lots would be conveyed to family members outside the definition of immediate family (e.g. aunt / uncle, niece / nephew, and cousin) and
2. Requests to create more than four (4) family lots for immediate family members.

All other deviations are subject to the variance process before the Board of Adjustment.

**EVALUATION**

Aside from a Major Subdivision (i.e. creation of more than 8 lots or dedicating a new road right of way), land divisions as defined by the Rowan County Subdivision Ordinance are either classified

as a Minor Subdivision or Family Subdivision. Minor divisions are characterized as subdivisions where both the new and residual lot will contain the required frontage on a public road regardless of the relationship between the respective land owners. Being that many properties have limited or no public road frontage coupled with the understanding construction of a new public road is a costly endeavor, the ordinance includes a Family Subdivision option when the conveyance is between immediate family members. New and residual parcels created under this provision may be served by a twenty (20) foot private easement.

As provided in Section 22-54, the BoC may authorize a waiver from the family subdivision requirements when, in its opinion, undue hardship may result from strict compliance. In granting any waiver, the Board of Commissioners shall consider the following:

- 1. Nature of the proposed subdivision.** Staff received a proposed three (3) lot division from Pyramid Land Surveying proposing two (2) new six (6) acre lots and one (1) 3.9 acre lot served by a 60' right of way per Deed Book 649 Page 252 (see enclosed survey, deeded right of way document, & survey for MD Bostian). At the request of staff, perspective buyers and other members of the Bostian family, hired surveyor Riley Gobble to address what appeared to be a gap in the right of way between the MD Bostian Survey and that identified in Kannapolis Farms Map 2 (see Gobble survey and Kannapolis Farms map). While the Gobble survey has not been recorded, the Bostian family are working with a real estate attorney to finalize the right of way extension and obtain necessary signatures.
- 2. Existing use of the land in the vicinity.** Residential and limited agriculture as noted below.
- 3. The number of persons to reside or work in the proposed subdivision.** According to the GIS, fifteen (15) parcels abut Bostian Oaks Ln. averaging 6.5 acres in size containing eleven (11) residential structures. The area also contains some agricultural uses in the form of a cattle pasture and hayfields.
- 4. Probable effect of the proposed subdivision upon traffic conditions in the vicinity.** The Kannapolis Farms Map 2 plat from 1981 indicates "The streets in this development are private and are to be maintained by the property owners". Staff would classify the road condition of Crooked Oak Ln. to Bostian Oaks Ln. (1/2 mile) as excellent with an estimated width of 20 – 22 feet with adequate gravel void of drainage issues, rutting, or potholes. Bostian Oaks Ln. (.48 mile) does have some rutting attributed to minor drainage scour, a few potholes, and sporadic areas of uneven surfacing with an estimated width between 12 – 14 feet. Even with these noted conditions, staff would classify the overall road condition as good.

Section 22-54 further indicates "The waiver shall be granted only when it has been determined that such waiver shall not be detrimental to the county and the areas surrounding the subdivision".

## PUBLIC NOTICE

On April 21<sup>st</sup>, planning staff mailed notices to all eleven (11) property owners along Bostian Oaks Ln. and posted a sign on the property.



## STAFF COMMENTS

Planning staff have spoken with each of the lot recipients and explained the family subdivision process in detail. Two (2) of the three (3) have immediate plans to build a home while Tracy Bostian will receive Lot 3, which is adjacent to his current property. Staff have no concerns with this request.



**Letter of Intent to Sell Land**

November 30, 2020

Christina B Foskey  
333 Teeter Road  
Mooresville, NC 28115

Rowan County Planning Office  
Attn: Shane Stewart  
402 North Main Suite 204  
Salisbury, NC 28144

**RE: Letter of Intent to Divide and Sell  
Parcel ID No. 248 070  
Rowan County, North Carolina**

Dear Shane Stewart:

Subject to the execution of a definitive and mutually acceptable agreement of sale and purchase (Purchase Agreement) to be executed by March 1, 2021, the undersigned offer to purchase the real estate property in accordance with the terms and conditions agreed upon by the parties involved in the contract.

1. **Seller** Christina B Foskey with contact information as follows

704 877-7102 or 704 663-3407.

2. **Buyer 1** Charles and Taren Roush (Taren-2<sup>nd</sup> cousin to Mrs. Foskey) with contact information as follows

980 500 9789 or 704 453 3275

- Buyer 2** Dyana and Rocky Bostian II (Rocky-2<sup>nd</sup> cousin to Mrs. Foskey) with contact information as follows

704-449-2590 or 704-449-2591

- Buyer 3** Tracy and Wendy Bostian (Tracy-1<sup>st</sup> cousin to Mrs. Foskey) with contact information as follows

704-938-6092

3. Parcel ID No. 248 070 – 15.89 acres (Subject Property) is located in Rowan County of North Carolina. Subject Property will be sold to family members who will divide the property in thirds with the intent to build a home. Property will not be subdivided again. There will be no multi-family units placed on the property (apartments, trailer parks...).
- Property belongs to Christina B Foskey and will be purchased by three family members. The property is being offered for sale to keep the property in the Bostian family. It originally belonged to Mitchell and Dorothy Bostian (Mrs. Foskey's grandparents). It was inherited by Mrs. Foskey from her parents (Fred E and Helen B Brown). The buyers are cousins of Mrs. Foskey and grandchildren or great grandchildren of Mitchell and Dorothy Bostian.

**Seller** Christina B Foskey  
333 Teeter Road  
 Mooresville, NC 28115  
704 877-7102 / 704 663-3407

Christina B Foskey  
Christina B Foskey

**Date:** Nov 30, 2020

**Buyer 1** Charles and Taron Roush <sup>TR</sup>

**Address:** 4000 Thistledown Ct  
Charlotte, NC 28269  
980-500-9789  
704-453-3275

Charles Roush  
Taron Roush  
Charles Roush  
Taron Roush  
e TR

**Date:** Nov 30, 2020

**Buyer 2** Dyana and Rocky Bostian II

**Address:** 646 Magnolia Crossing Cir. NW  
Concord, NC 28027

Dyana Bostian  
Rocky Bostian II  
Dyana Bostian  
Rocky Bostian II

**Date:** Nov. 30, 2020

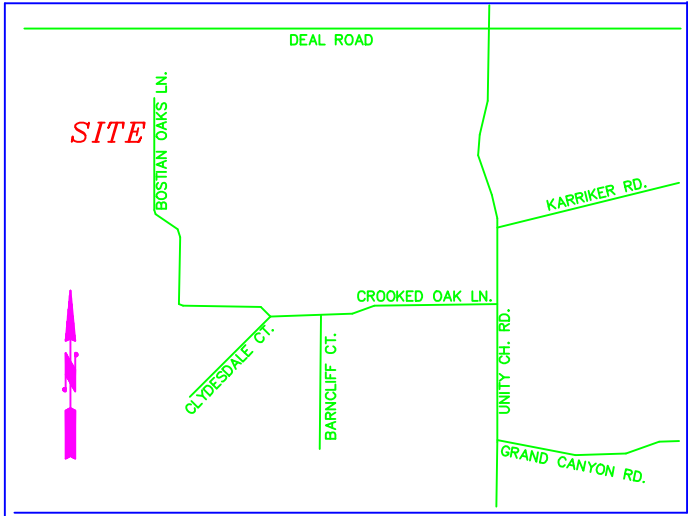
**Buyer 3** Tracy and Wendy Bostian

**Address:** 480 Bostian Oaks Ln.  
Kannapolis, N.C. 28081

Tracy Bostian  
Wendy Bostian  
Tracy Bostian  
Wendy Bostian

**Date:** 11-29-2020





VICINITY MAP  
NO SCALE

EARNHARDT REAL PROPERTIES LLC  
DB 1262-311  
PID 241 003

LOT 47  
BILLY WALTERS  
DB 1066-229  
PID 248 214  
MB 9995-1705

LOT 46  
JAMES D'HAPPART  
MELANIE D'HAPPART  
DB 993-853  
PID 248 170  
MB 9995-1705

LOT 45  
JAMES D'HAPPART  
MELANIE D'HAPPART  
DB 993-853  
PID 248 181  
MB 9995-1705

DONNIE BOSTIAN  
DB 730-384  
PID 248 185

I hereby certify that this subdivision plat for recordation is an exception to the  
Subdivision Ordinance of Rowan County, North Carolina as defined is section 22-6.

Date

Subdivision Administrator  
Rowan County, North Carolina

DELBERT BOSTIAN  
SHARON BOSTIAN  
DB 644-313  
PID 248 068

TRACY BOSTIAN  
DB 934-694  
PID 248 226

CHRIS BOSTIAN  
DB 1112-593  
PID 248 206

ROCKY BOSTIAN  
DB 768-636  
PID 248 205

ROCKY BOSTIAN  
PAMELA BOSTIAN  
DB 1050-538  
PID 248 148

CLYDE BOSTIAN  
HAZEL BOSTIAN  
DB 591-139  
PID 248 069

DONNIE BOSTIAN  
ANGELA BOSTIAN  
MATTHEW BOSTIAN  
DB 1116-569  
PID 248 071

I, RUFUS JACKSON LOVE , certify that this plat was drawn under my  
supervision from an actual survey made under my supervision the deed  
description recorded in Deed Book 591 page 135; that  
the boundaries not surveyed are clearly indicated as drawn from information  
found in Book as shown, page as shown; that the ratio of precision as  
calculated is 1:10,000+; that this plat was prepared in accordance with  
GS 47-30 as amended. This survey is of another category, such as the  
recombination of existing parcels, a court ordered survey, or other exception  
to the definition of subdivision. This survey is of another category, such as  
the recombination of existing parcels, a court ordered survey, or other  
exception to the definition of subdivision.

Witness my original signature and seal this \_\_\_\_\_ day of \_\_\_\_\_  
**PRELIMINARY, NOT FOR SALES**

N.C.R.L.S. L-2844  
LICENSE NO. \_\_\_\_\_ PROFESSIONAL LAND SURVEYOR  
**CONVEYANCES OR RECORDING**

I, \_\_\_\_\_ Review Officer of Rowan County  
certify that the map or plat to which this certification is affixed  
meets all statutory requirements for recording.

Review Officer

Date

OWNER'S CERTIFICATE  
I (We) hereby certify that I am (we are) the owner(s) of the property  
shown and described hereon, which is located in the subdivision jurisdiction  
of Rowan County and that I hereby adopt this plan of subdivision with my(our)  
free consent and establish minimum lot size and building setbacks as noted.

DATE

OWNER

**NOTES:**

- THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD ZONE PER  
FEMA MAP# 3710468500K, DATED 6/16/2009.
- AREA DETERMINED BY COORDINATE COMPUTATION.
- CP DENOTES COMPUTED POINT, NO MONUMENT FOUND OR SET.
- UNDERGROUND UTILITIES NOT LOCATED AS OF THIS DATE.
- NO NCGS GRID MONUMENTS ARE WITHIN 2000' OF SUBJECT PROPERTY.
- ALL MONUMENTS ARE EXISTING UNLESS OTHERWISE NOTED.
- THIS PROPERTY IS CURRENTLY ZONED RA.
- MINIMUM SETBACKS FOR R-A ZONING IS: FRONT - 30'  
SIDE - 10', SIDE STREET - 20'  
REAR - 10'  
MIN. LOT WIDTH AT SETBACK - 70'
- THIS PROPERTY IS IN CODDLE CREEK WS II WATERSHED.
- ALL SIDE AND REAR LOT LINES ARE SUBJECT TO A 10' UTILITY EASEMENT.
- THIS PROPERTY TO BE SERVED BY PRIVATE WELL AND SEPTIC SYSTEMS.
- ROWAN COUNTY DOES NOT GUARANTEE THE SUITABILITY OF ANY LOT FOR THE  
PLACEMENT OF A SEWAGE DISPOSAL AND/OR WATER SUPPLY WATERSHED.
- GRID BEARINGS BASED ON LOCAL CONTROL SET WITH TOPCON GRS-1 GPS RECEIVER  
RECEIVING REAL TIME SOLUTIONS ON APRIL 2, 2021.

**LEGEND:**

- PROPERTY LINE
- TIE LINE
- UNSURVEYED LINE
- EDGE OF PAVEMENT
- SETBACK LINE
- COMPUTED POINT
- POWER POLE

CP

PP

PYRAMID



LAND SURVEYING

C-1341  
RUFUS JACKSON LOVE  
PROFESSIONAL LAND SURVEYOR L-2844  
P.O. Box 11  
Davidson, NC 28036  
(704) 892-4249

**EXCEPTION PLAT**

PROPERTY OF

**CHRISTINA BROWN FOSKEY**

BOSTIAN OAKS LANE  
WILL BOOK 13E-514, PID 248 070  
ATWELL TOWNSHIP, ROWAN COUNTY  
NORTH CAROLINA  
APRIL 5, 2021

FILE NAME: BOSTIAN-TRACY





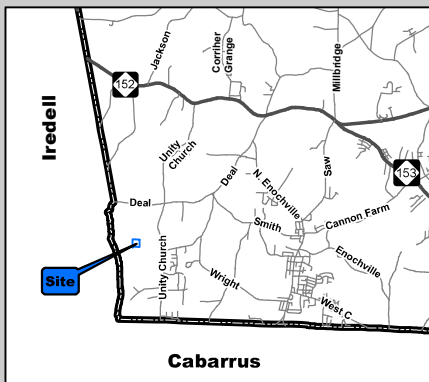


**FSW 01-21:**  
**Christina Foskey**

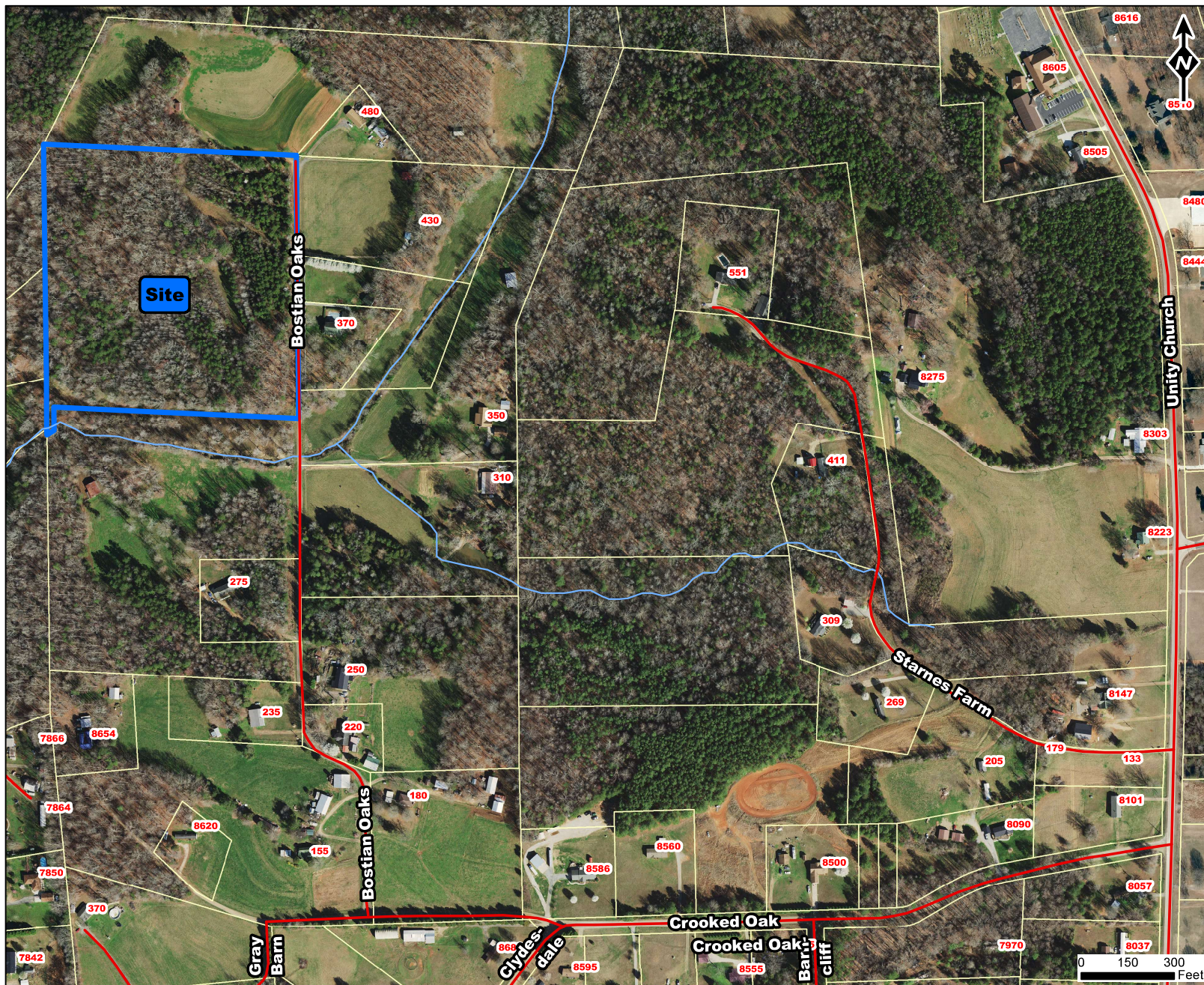
**LEGEND**

-  Site
-  Parcels
-  Roads
-  Streams
-  Addresses

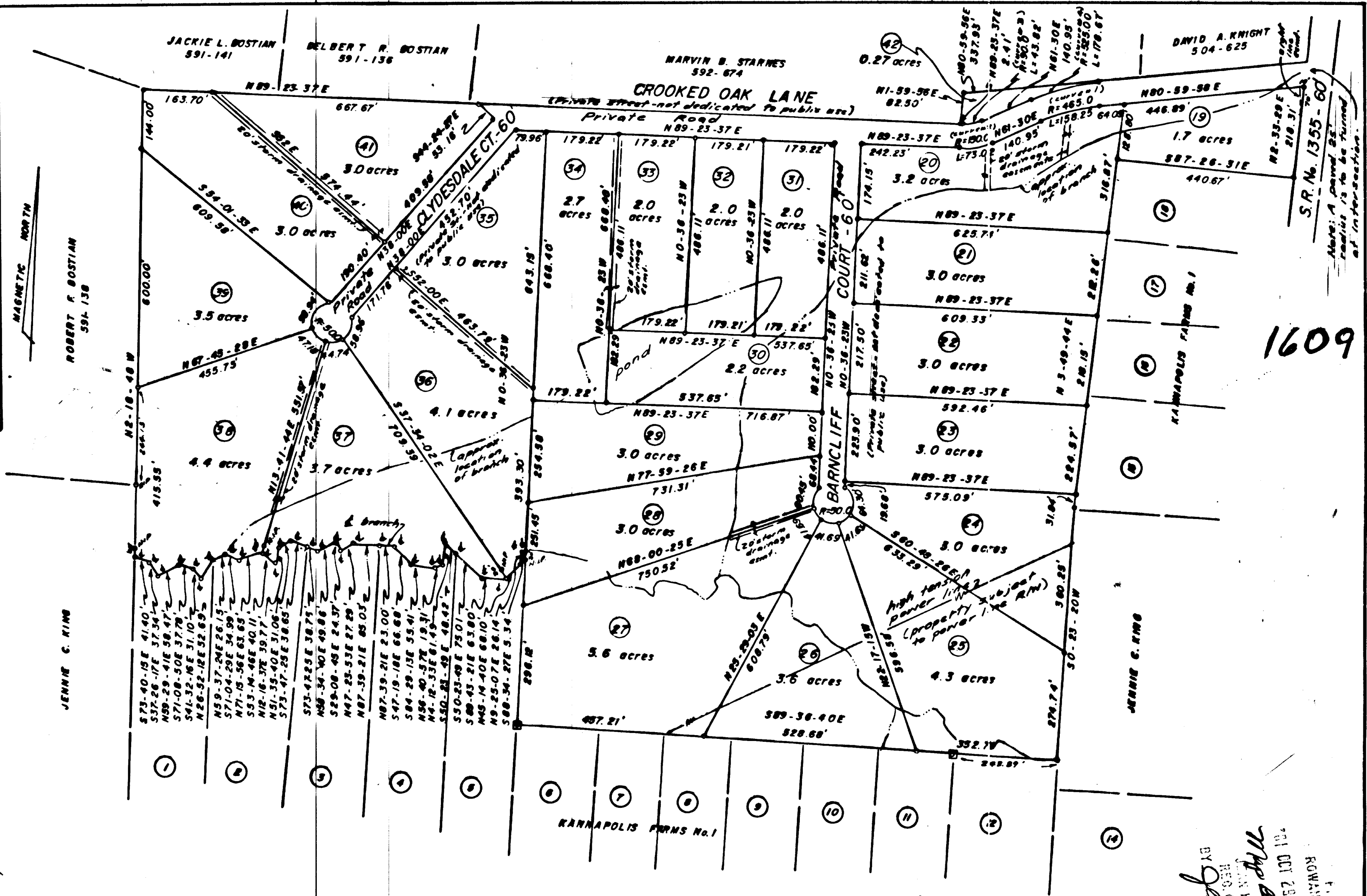
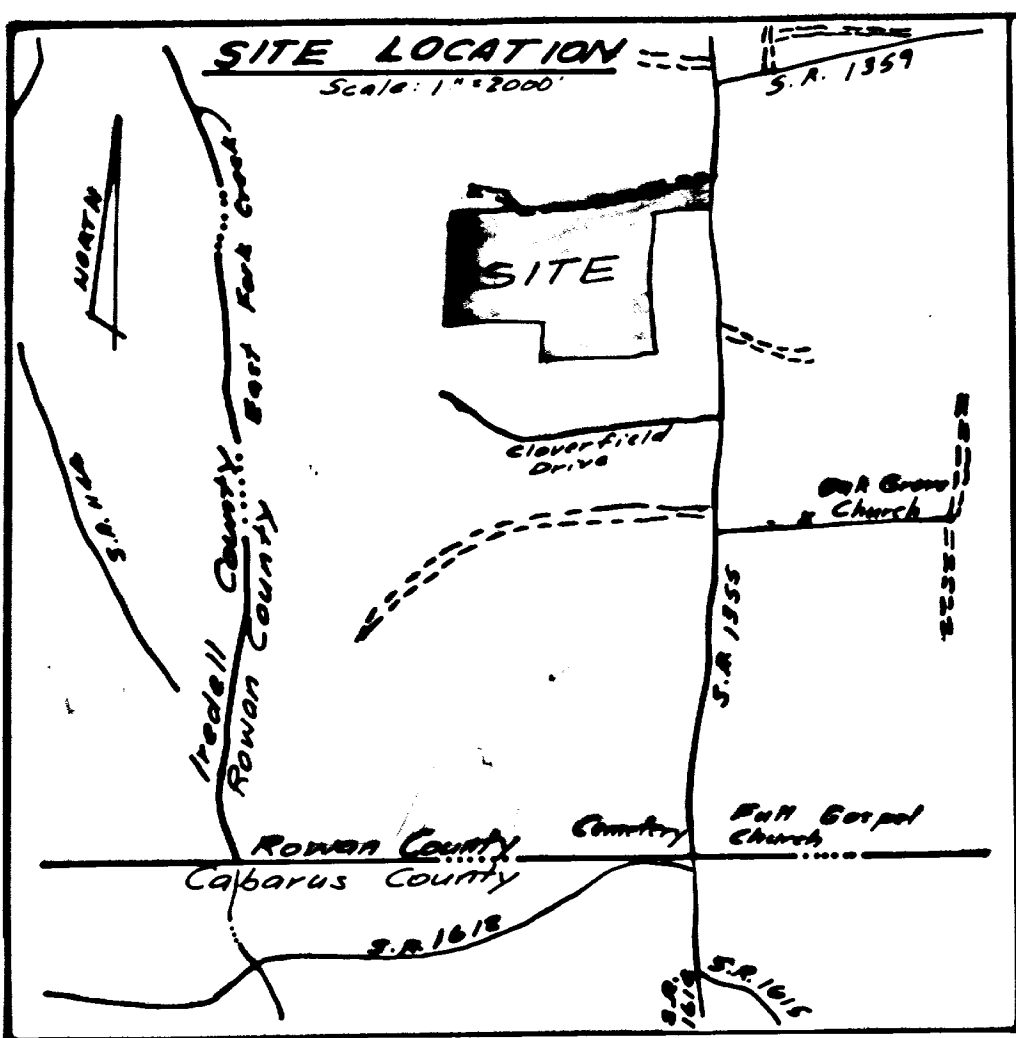
Feb. / Mar. 18 Aerial



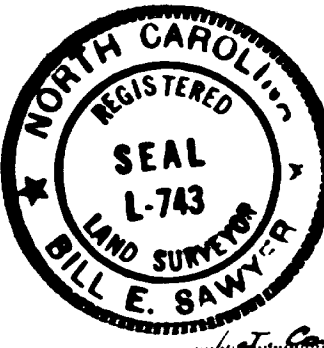
Prepared by Rowan County Planning Department: April 22, 2021







1609



NORTH CAROLINA  
GASTON County

I, J. Caswell Taylor, a Notary Public in and for the County of Gaston and the State of North Carolina, do hereby certify that Bill E. Sawyer, Registered Surveyor No. L-743, appeared before me this day and acknowledged the due execution of the foregoing certificate and upon his oath swore to the truth of the statement set forth herein.

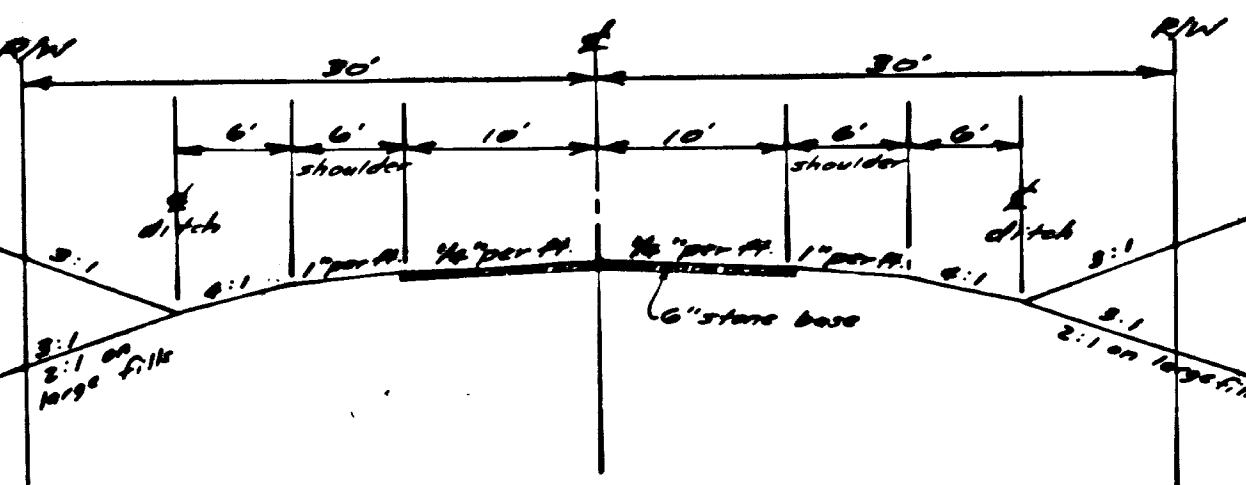
Witness my hand and Notarial Seal this 27th day of October, 1981.

J. Caswell Taylor  
Notary Public  
My Commission Expires April 15, 1985

North Carolina - Rowan County  
The foregoing certificate of J. Caswell Taylor, Jr. of Rowan County is hereby certified to be correct. Filed for registration. This 29th day of Oct, 1981.

Jean K. Ramsey, Register of Deeds  
Jean K. Ramsey

FILED  
OCT 29 AM 11 42  
ROWAN COUNTY  
JAN K. RAMSEY  
REG. OF DEEDS  
BY Jean K. Ramsey  
1609



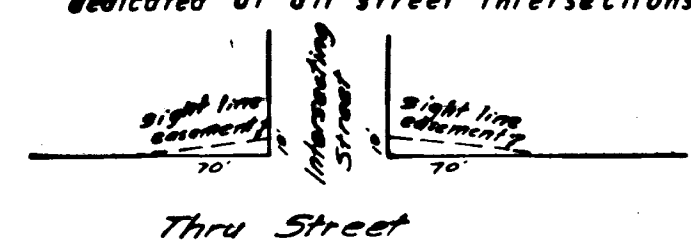
TYPICAL STREET CROSS-SECTION  
Scale: 1"=10'

Maximum street grade is 10%.  
Minimum street grade is 1%.

Note: The streets in this development are private and are to be maintained by the property owners.

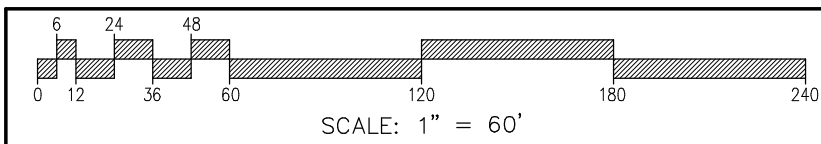
| Lot No. | A        | V <sub>2</sub> A | R      | T     | Chd.   | L      | Pc       |
|---------|----------|------------------|--------|-------|--------|--------|----------|
| 1       | 19-29-58 | 9-44-59          | 445.00 | 79.90 | 157.49 | 158.25 | 18-19-18 |
| 2       | 27-53-57 | 13-56-44         | 150.00 | 37.25 | 72.31  | 72.02  | 38-11-50 |
| 3       | 27-53-57 | 13-56-44         | 90.00  | 22.35 | 43.38  | 43.02  | 63-39-43 |
| 4       | 19-29-58 | 9-44-59          | 525.00 | 90.21 | 177.81 | 178.67 | 18-54-49 |

- NOTES:
- (1) A 20' radius is dedicated at all street intersections.
  - (2) A 50' (25' each side of centerline) drainage & utilities easement is dedicated along all branches.
  - (3) Irons are at all corners unless otherwise noted. indicates a concrete control monument.
  - (4) The following sight line easements are dedicated at all street intersections:



ATWELL TOWNSHIP  
ROWAN COUNTY, NORTH CAROLINA  
Survey of  
**KANNAPOLIS FARMS (Map #2)**  
Survey for  
**KANNAPOLIS FARMS, INC.**  
SCALE: 1"=200' AUGUST, 1981 (Rev. Oct., 1981)  
0 100 200 400 600  
Survey by  
**ROBINSON & SAWYER, INC.**  
Engineers - Surveyors  
Gastonia, N.C.

D.L.H.  
BY  
E.H.



SURVEY FOR :  
**DELBERT R. BOSTIAN**

ATWELL TOWNSHIP  
ROWAN COUNTY, NORTH CAROLINA

SURVEY BY: RILEY O. GOBBLE, JR., PLS L-3750  
635 ROWAN MILL ROAD, SALISBURY, NC 28147  
PHONE: 704.633.0744 EMAIL: rgobble22@gmail.com

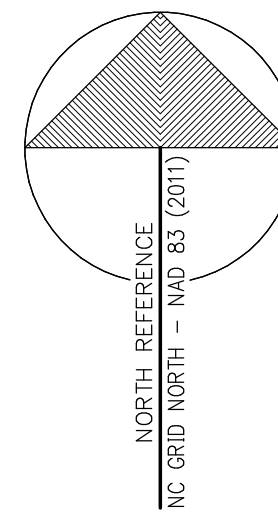
SCALE: 1" = 60' DWG: "BOSTND21"  
DATE: FEBRUARY 23, 2021

REFERENCES :

TAX MAP 248 PARCEL 002  
DEED BOOK 591 PAGE 136

TRACT 8, DIVISION OF PROPERTY OF  
"M. D. BOSTIAN", BY KANNAPOLIS  
SURVEYING, INC. DATED APRIL 09,  
1979 AND REVISED NOVEMBER 16, 1979

ROWAN COUNTY  
Filed for registration at \_\_\_\_\_ o'clock \_\_\_\_\_ M  
\_\_\_\_\_, 2021 and registered  
in Map Book 9995 Page \_\_\_\_\_.  
J. E. BRINDLE, REGISTER OF DEEDS  
BY: \_\_\_\_\_ ASST/DEPUTY

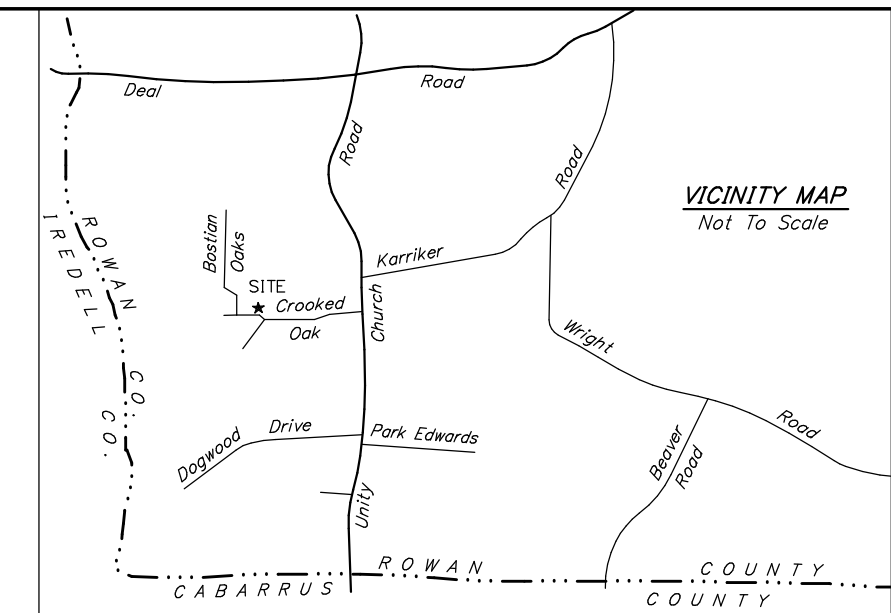


I, RILEY O. GOBBLE, JR., CERTIFY THAT THIS PLAT WAS DRAWN  
UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE  
UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION  
WAS USED TO PERFORM THE SURVEY:

1. CLASS OF SURVEY: C
2. POSITIONAL ACCURACY: 0.037 METERS
3. TYPE OF FIELD PROCEDURE: OPUS/RAPID STATIC
4. DATE OF SURVEY: 3.19.13
5. DATUM: NAD 83(2011) EPOCH: 2010.0000
6. PUBLISHED/FIXED-CONTROL USE: MOORESVILLE  
CORS (NCMO), CONCORD CORS (NCCO)
7. GEOID MODEL: GEOID12A
8. COMBINED GRID FACTOR: 0.99985300
9. UNITS: U.S. SURVEY FEET

LEGEND :

- IRON FOUND
- 5/8" REBAR SET
- ▲ NAIL SET
- △ NAIL FOUND
- MONUMENT FOUND
- U — OVERHEAD UTILITY LINES
- LINE NOT SURVEYED
- R/W RIGHT OF WAY
- ⊕ CENTERLINE
- (NTS) NOT TO SCALE
- (TIE) TIE LINE
- \*-\*- FENCE
- ⊙ POINT NOT SET
- ⊕ POWER POLE
- EOG EDGE OF GRAVEL
- EOP EDGE OF PAVEMENT
- ⊕ TELEPHONE PEDESTAL
- ⊕ WELL
- ⊕ MANHOLE
- ⊕ WATER VALVE



THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY  
WATERSHED — DEVELOPMENT RESTRICTIONS MAY APPLY.  
WS-II-CODDLE CREEK.

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS,  
CONVEYANCES OR RIGHT-OF-WAYS OF RECORD THAT MAY BE  
DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOM-  
BINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY,  
OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

I, RILEY O. GOBBLE, JR., CERTIFY THAT THIS PLAT WAS DRAWN  
UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER  
MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED  
591 PAGE 136); THAT THE BOUNDARIES NOT SURVEYED  
ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND  
ON THE FACE OF THE PLAT OR IN "REFERENCES"; THAT THE  
RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT  
THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30  
AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION  
NUMBER AND SEAL THIS 23 RD DAY OF FEBRUARY, A.D., 2018.

PROFESSIONAL LAND SURVEYOR L-3750

I HEREBY CERTIFY THAT THIS PLAT FOR RECORDATION IS AN  
EXCEPTION TO THE SUBDIVISION ORDINANCE OF ROWAN  
COUNTY, NORTH CAROLINA AS DEFINED IN SECTION 22-6.

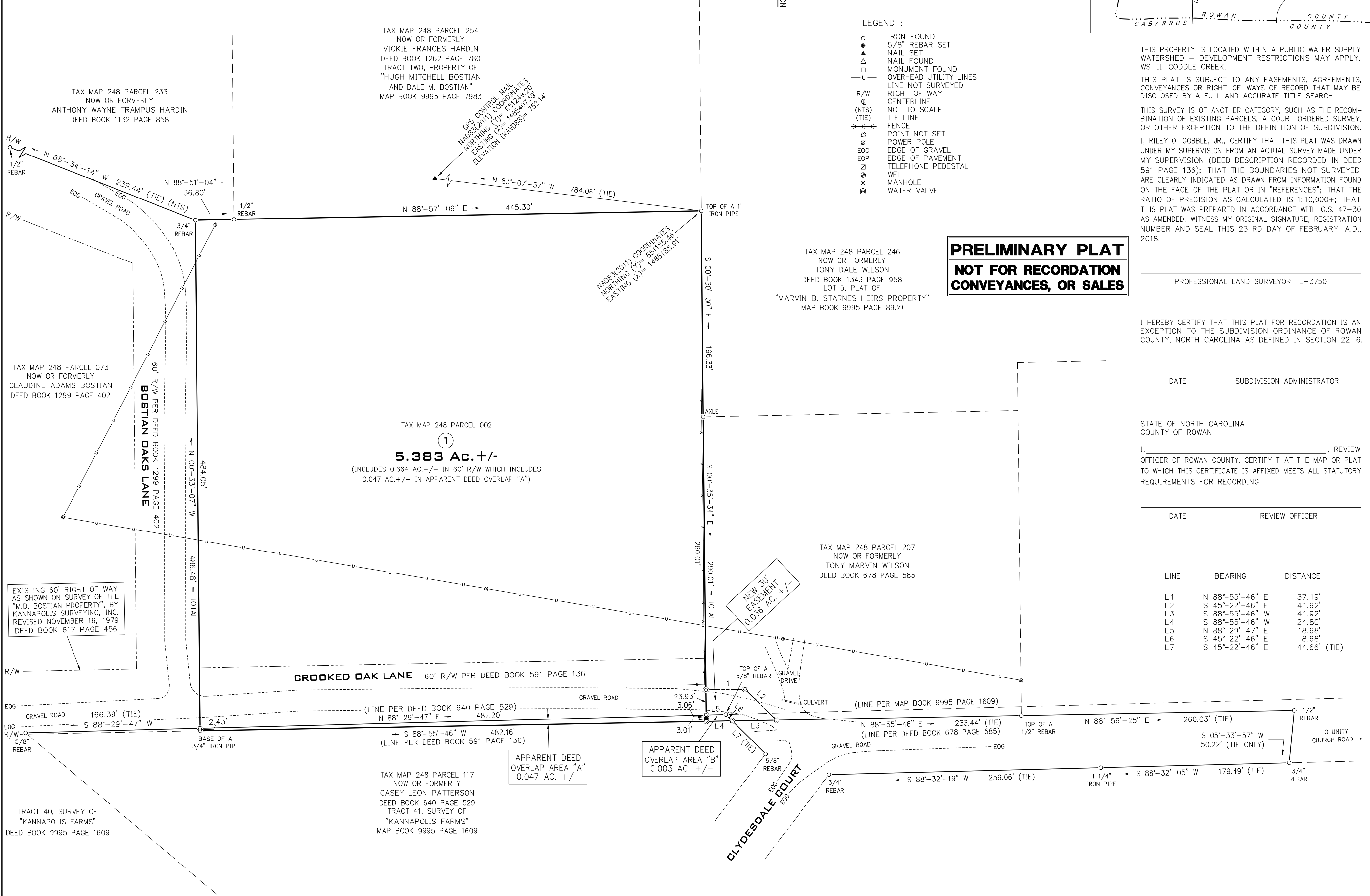
DATE SUBDIVISION ADMINISTRATOR

STATE OF NORTH CAROLINA  
COUNTY OF ROWAN

I, \_\_\_\_\_, REVIEW  
OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT  
TO WHICH THIS CERTIFICATE IS AFFIXED MEETS ALL STATUTORY  
REQUIREMENTS FOR RECORDING.

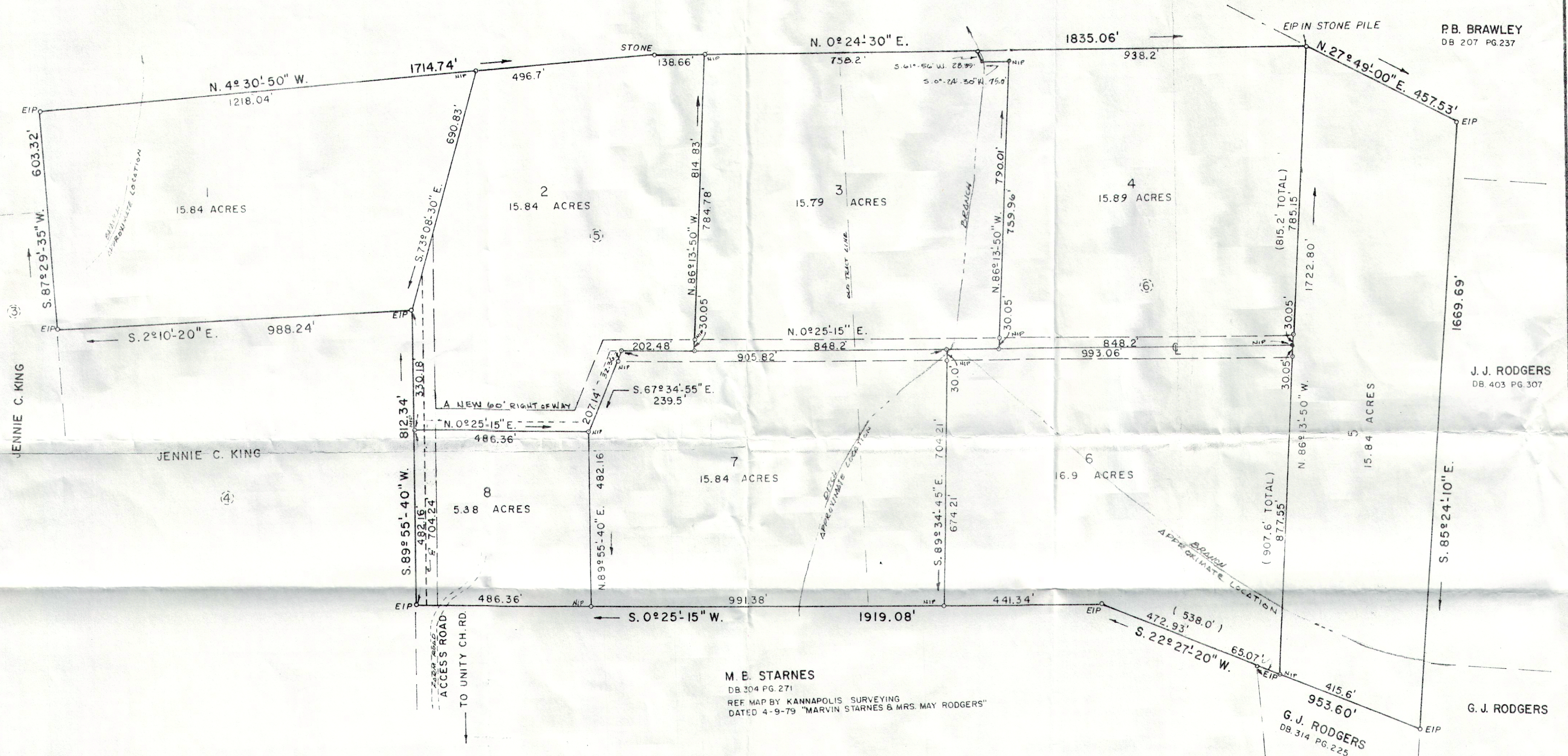
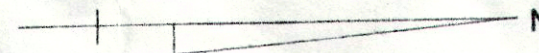
DATE REVIEW OFFICER

| LINE | BEARING         | DISTANCE     |
|------|-----------------|--------------|
| L1   | N 88°-55'-46" E | 37.19'       |
| L2   | S 45°-22'-46" E | 41.92'       |
| L3   | S 88°-55'-46" W | 41.92'       |
| L4   | S 88°-55'-46" W | 24.80'       |
| L5   | N 88°-29'-47" E | 18.68'       |
| L6   | S 45°-22'-46" E | 8.68'        |
| L7   | S 45°-22'-46" E | 44.66' (TIE) |





JENNIE C. KING



M. E. STARNES

DB 304 PG. 271

REF. MAP BY KANNAPOLIS SURVEYING  
DATED 4-9-79 "MARVIN STARNES & MRS. MAY RODGERS"

REF: MAP OF DIVISION OF  
"SAMUEL M. FURR FARM"  
BY N. TREXLER DATED 1922  
BOOK OF MAPS PG. 32

TAX MAP N° 24B, PARCEL 2

NOTE:  
DISTANCES MEASURED BY E.D.M.

KANNAPOLIS SURVEYING, INC.

JOB NO. 790601

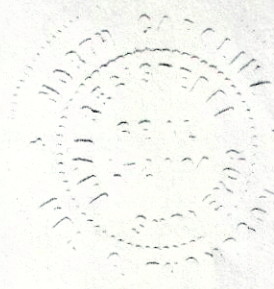
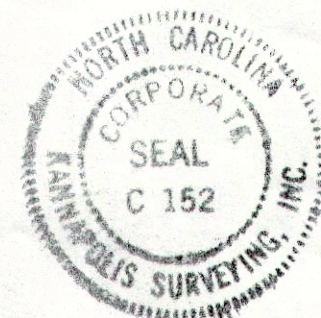
DATE MAY 31, 1979

REV. JUNE 29, 1979

REV. NOV. 10, 1979

SURVEYED BY MGT  
JIM

PLATTED BY GLK



*Thel D. Thompson*  
N.C.E.L.S. 4-2484

DIVISION OF  
PROPERTY OF

M.D. BOSTIAN

ATWELL TOWNSHIP

ROWAN COUNTY

NORTH CAROLINA

SCALE 1"=200'

DEED BOOK 302  
PAGE 78



2:48

252

FILED  
ROWAN COUNTY

'89 SEP 1 PM 2 48

NORTH CAROLINA

BOOK 0649 PAGE 252

RIGHT-OF-WAY

ROWAN COUNTY

JEAN K. RAINEY

REG. OF DEEDS

*James H. Deputy*

This right-of-way ~~is~~ made and entered into this 23<sup>rd</sup> + 24<sup>th</sup> days of August, 1989, by and between DELBERT BOSTIAN and wife, SHARON BOSTIAN; ROBERT BOSTIAN and wife, KARRY BOSTIAN; JACKIE BOSTIAN and wife, CLAUDINE BOSTIAN; WAYNE HARDIN and wife, VICKIE HARDIN; CHARLES BOSTIAN and wife, CAROL BOSTIAN; MITCHELL BOSTIAN and wife, DALE BOSTIAN; CLYDE BOSTIAN and wife, HAZEL BOSTIAN; SALEE UPRIGHT THOMPSON and husband, WILLIE THOMPSON; and FRED BROWN and wife, HELEN BROWN, parties of the first part, to ROCKY ALEXANDER BOSTIAN and wife, TELKA STEGALL BOSTIAN, parties of the second part;

For and in consideration of the premises herein and the sum of Ten Dollars and Other Valuable Consideration, receipt of which is hereby acknowledged, the parties of the first part do hereby bargain, sell and assigns, a right-of-way across the property of the parties of the first part and described as follows:

Lying and being in Atwell Township, Rowan County, North Carolina, and being a right-of-way 60 feet in width across the property of the Heirs of M. D. Bostian providing access to Unity Church Road, which right-of-way is shown more particularly on the map of the M. D. Bostian Property prepared by Kannapolis Surveying, Inc., dated May 31, 1979 (revised March 12, 1983), a copy of which survey is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above described right-of-way together with the right of ingress, egress, and regress over and upon the above described property unto the said parties of the second part, their heirs and assigns forever.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

*Delbert Bostian* (SEAL)  
Delbert Bostian

*Sharon Bostian* (SEAL)  
Sharon Bostian

*Robert Bostian* (SEAL)  
Robert Bostian

*Karry Bostian* (SEAL)  
Karry Bostian

*Jackie Bostian* (SEAL)  
Jackie Bostian

*Claudine Bostian* (SEAL)  
Claudine Bostian

*Wayne Hardin* (SEAL)  
Wayne Hardin

✓ RUTLEDGE, FRIDAY,  
SAFRIT & SMITH  
ATTORNEYS AT LAW  
KANNAPOLIS N. C. 28081

9-5-89

✓ Vickie Hardin (SEAL)  
Vickie Hardin

✓ Charles Bostian (SEAL)  
Charles Bostian

✓ Carol Bostian (SEAL)  
Carol Bostian

✓ Mitchell Bostian (SEAL)  
Mitchell Bostian

✓ Dale Bostian (SEAL)  
Dale Bostian

✓ Clyde Bostian (SEAL)  
Clyde Bostian

✓ Hazel Bostian (SEAL)  
Hazel Bostian

✓ Sales Upright Thompson (SEAL)  
Sales Upright Thompson

✓ Willie Thompson (SEAL)  
Willie Thompson

✓ Fred Brown (SEAL)  
Fred Brown

✓ Helen Brown (SEAL)  
Helen Brown

NORTH CAROLINA

COUNTY OF Rowan

I, Jayce C. Mullis, a Notary Public in and for said County and State, do hereby certify that Delbert Bostian and wife, Sharon Bostian, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 23 day of August, 1989.

Jayce C. Mullis  
NOTARY PUBLIC

My commission expires:

1-5-91

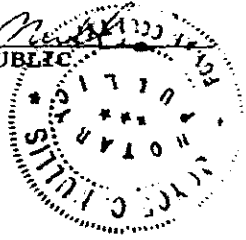
NORTH CAROLINA

COUNTY OF Rowan

I, Jayce C. Mullis, a Notary Public in and for said County and State, do hereby certify that Robert Bostian and wife, Karry Bostian, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 23rd day of August, 1989.

Joyce C. Muller  
NOTARY PUBLIC



My commission expires:

1-5-91

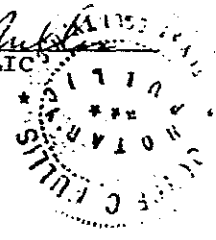
NORTH CAROLINA

COUNTY OF Rowan

I, Joyce C. Muller, a Notary Public in and for said County and State, do hereby certify that Jackie Bostian and wife, Claudine Bostian, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 23rd day of August, 1989.

Joyce C. Muller  
NOTARY PUBLIC



My commission expires:

1-5-91

NORTH CAROLINA

COUNTY OF Rowan

I, Joyce C. Muller, a Notary Public in and for said County and State, do hereby certify that Wayne Hardin and wife, Vickie Hardin, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 24th day of August, 1989.

Joyce C. Muller  
NOTARY PUBLIC



My commission expires:

1-5-91

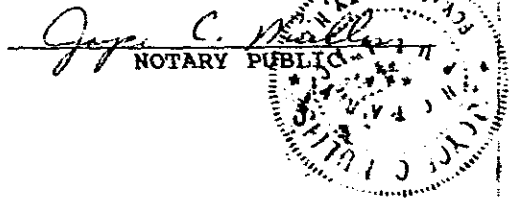


NORTH CAROLINA

COUNTY OF Rowan

I, Jayce C. Mullin, a Notary Public in and for said County and State, do hereby certify that Charles Bostian and wife, Carol Bostian, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of August, 1989.



My commission expires:

1-5-91

NORTH CAROLINA

COUNTY OF Rowan

I, Jayce C. Mullin, a Notary Public in and for said County and State, do hereby certify that Mitchell Bostian and wife, Dale Bostian, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 23<sup>rd</sup> day of August, 1989.

Jayce C. Mullin  
Notary Public

My commission expires:

1-5-91

NORTH CAROLINA

COUNTY OF Rowan

I, Jayce C. Mullin, a Notary Public in and for said County and State, do hereby certify that Clyde Bostian and wife, Hazel Bostian, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 23<sup>rd</sup> day of August, 1989.

Jayce C. Mullin  
Notary Public

My commission expires:

1-5-91

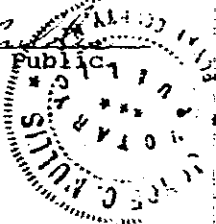
NORTH CAROLINA

COUNTY OF Rowan

I, Joyce C. Mullis, a Notary Public in and for said County and State, do hereby certify that Salee Upright Thompson and husband, Willie Thompson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 23<sup>rd</sup> day of August, 1989.

Joyce C. Mullis  
Notary Public



My commission expires:

1-5-91

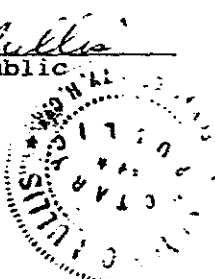
NORTH CAROLINA

Rowan COUNTY

I, Joyce C. Mullis, a Notary Public in and for said County and State, do hereby certify that Fred Brown and wife, Helen Brown, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 23<sup>rd</sup> day of August, 1989.

Joyce C. Mullis  
Notary Public



My commission expires:

1-5-91

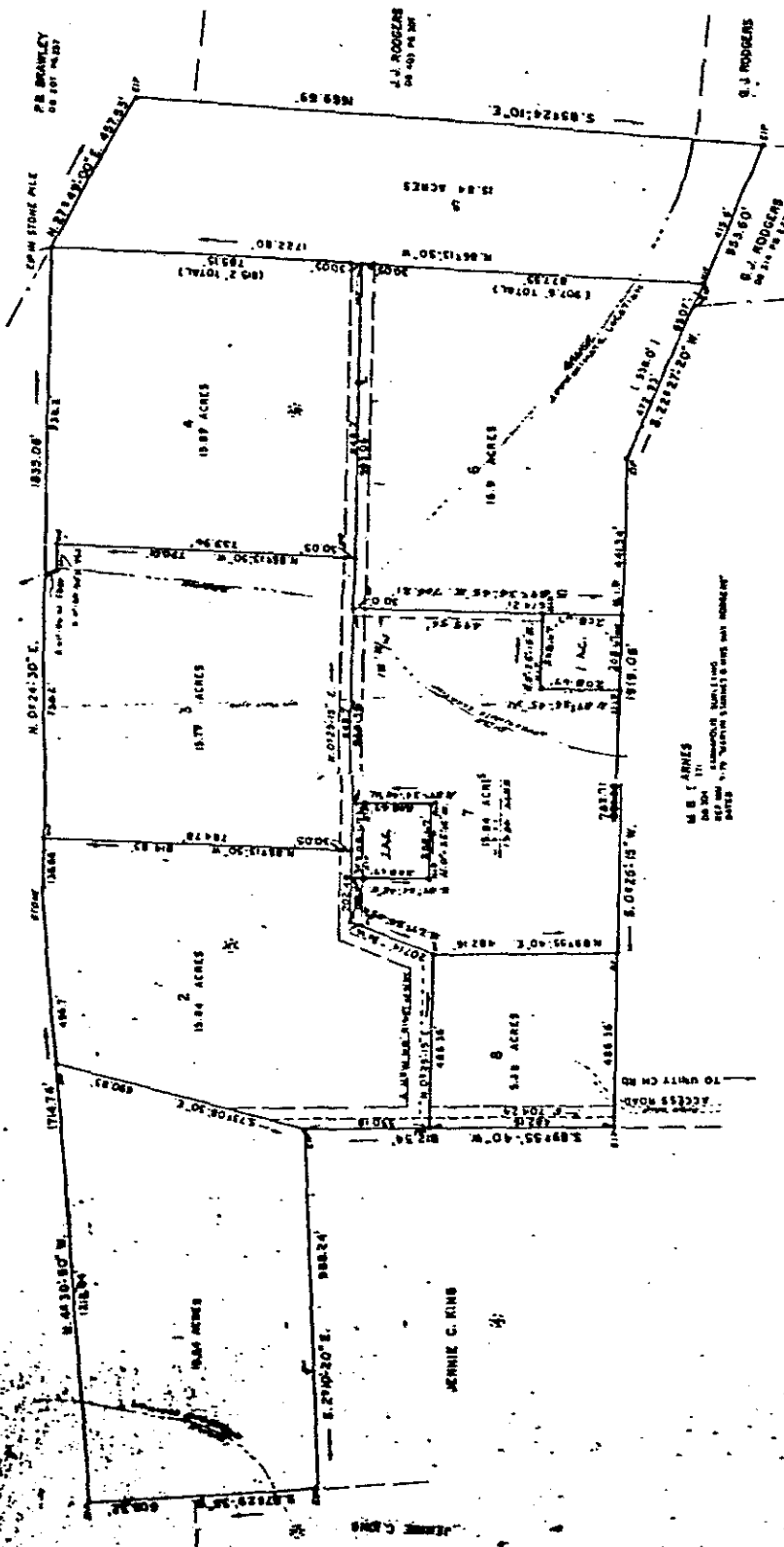
NORTH CAROLINA: ROWAN COUNTY

The foregoing certificate of Joyce C. Mullis, N. P. of Rowan County is certified to be correct.

Filed for registration this 1 day of September, 1989.

By Jean K. Ramsey, Register of Deeds  
James L. Gray, Assistant Deputy

JENNIE C. KING



NOTE: SURVEY OF 2-  
ACRE LOTS IN  
TRACT NO. 7 BY  
ZACKIEIL MOORE  
MARCH 15, 1988

KANNAPOLIS SURVEYING, INC.

REF. MAP OF DIVISION OF  
"TANUKEL M. FURN FARM"  
BY H. THEILER DATED 1922  
BOOK OF MAPS PG. 32  
THIS MAP IS A RE-PLAT OF  
DISTANCES MEASURED BY E.D.M.

DIVISION OF  
PROPERTY OF  
**MD. BOSTIAN**  
ATWELL TOWNSHIP  
KUMEN COUNTY  
NORTH CAROLINA  
SCALE 1"=200'

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** April 23, 2021  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

May Board Appointments

**Upload Date**

4/23/2021

**Type**

Cover Memo

## **MONTHLY BOARD APPOINTMENTS**

**May 3, 2021**

### **COMMISSION MEETING**

---

#### **AGRICULTURAL ADVISORY BOARD**

Suzanne Ramsey applied for a one-year term that will expire April 30, 2022.

#### **DANGEROUS DOG APPEALS BOARD**

Cheryl Peevy applied for reappointment. The term would be for three (3) years and expire May 31, 2024.

#### **HEALTH BOARD**

- Patricia Yost has resigned from the Registered Nurse seat. Darise Caldwell is currently filling a seat for a member of the General Public; however, she is also a registered nurse. Ms. Caldwell respectfully requests to be appointed/transferred to fill the remainder of the term previously held by Ms. Yost. The term for this seat will expire December 31, 2021, at which time Ms. Caldwell would be eligible for reappointment for two (2) full terms.
- If the change above is approved, it creates two (2) vacant seats for members of the General Public. Three (3) applications have been received and they are from:
  1. Mary Ponds
  2. Dr. Tony Watlington
  3. Nickalaus A. Goodman

The Board will need to designate which applicant will fill the General Public seat that was held by Ms. Caldwell. The term will expire December 31, 2023, at which time the applicant would be eligible for reappointment.

The other term for the second General Public seat will expire on December 31, 2022 and the chosen applicant for this seat would also be eligible for reappointment.

#### **LOCKE VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

David McKnight and Jody Kerr applied to fill two (2) seats that will become vacant on June 30, 2021. The terms would be for two (2) years, expiring on June 30, 2023.

#### **MOUNT MITCHELL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Barbara Simmons, Michael Deal and Eddie Bearden, Jr. applied for reappointment. If approved the terms would expire April 30, 2023.

#### **ROWAN-CABARRUS COMMUNITY COLLEGE BOARD OF TRUSTEES**

The term for Jeanne Dixon will expire on June 30, 2021. She applied for reappointment for a 4-year term that would expire June 30, 2025. Dr. Carol Spalding has submitted a letter in support of the reappointment.

**CITY OF SALISBURY PLANNING AND ZONING BOARD OF ADJUSTMENT – ETJ**

Timothy Norris applied for reappointment. City Council approved his renewal contingent upon the Commissioners approval. The term would expire March 31, 2024.

Home / Manage Applications / Mrs. Suzanne Marguerite Ramsey

# View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

## Status

**Name**  
Mrs. Suzanne Marguerite Ramsey

**Application Date**  
4/22/2021

**Expiration Date**  
4/22/2023

**Board Member**  
Suzanne Marguerite Ramsey

**Status**  

Validated

| Board                       | Vacancies | Status                 |
|-----------------------------|-----------|------------------------|
| Agricultural Advisory Board | 0         | <div>BoC Meeting</div> |

## Basic Information

**Name**  
Mrs. Suzanne Marguerite Ramsey

**Gender**  
Female

**Resume File**  
View / Download

**Have you ever been convicted of a felony?**  
no

**County of Residence**  
Rowan

**Request for Waiver of Term Limits**



Suzanne Ramsey

## Contact Information

**Address**

15704 Mooresville Rd.  
Mooresville, NC 28115

**Resident**

Yes

**Phone**

704-660-0687

**Cell Phone**

704-400-9683

**Email**

suerootbeer19@gmail.com

## Occupation

**Employer**

self

**OnBoard2** - Powered by ClerkBase

[Home](#) / [Manage Applications](#) / CHERYL PEEVY

## View Application

Application

[Renew](#) [Edit](#) [Delete](#) [Mark for Purge](#)

### Status

**Name**

CHERYL PEEVY

**Application Date**

4/20/2021

**Expiration Date**

4/20/2023

**Board Member**

Cheryl Peevy

**Status**

Validated

**Board****Vacancies****Status**

Dangerous Dog Appeals Board

0

Pending

### Basic Information

**Name**

CHERYL PEEVY

**Gender**

Female

**Business/Civic Experience and why you feel you are qualified for this appointment:**

- \* Completing first term on Dangerous Dog Appeals Board (6/1/2018-5/31/21)
- \* Volunteer, Rowan County Animal Shelter
- \* Member/Volunteer, Shelter Guardians, Inc.
- \* Faculty Advisor, Catawba College Shelter Guardians
- \* Board Member (Chair of Community Service), Kiwanis Club of Salisbury
- \* Member, Canine Caregivers Therapy Dog Group

\* 34 years of full time teaching at Catawba College/Experience in education

I consider myself qualified for this position because of my varied experience in the "dog world" according to the above listed experience. I have served on the Board for 3 years and have contributed my well reasoned thoughts on the various cases we have heard. My experience in education has helped me in listening to both sides of an issue, weighing evidence and deliberating fairly, and rendering recommendations of the issues on appeal.

**Have you ever been convicted of a felony?**

NO

**County of Residence**

ROWAN

## Contact Information

**Address**

622 COURTSIDE DRIVE  
SALISBURY, NC 28147

**Resident**

Yes

**Ward/District**

MILFORD HILLS CITY/ CONGRESSIONAL DISTRICT 13

**Phone**

704 636-3288

**Cell Phone**

704 640-2617

**Email**

dosgatosgordos@gmail.com

## Occupation

**Employer**

RETIRED FEOMCATAWBA COLLEGE

**Occupation**

PROFESSOR OF MODERN FOREIGN LANGUAGES

**OnBoard2** - Powered by ClerkBase

Home / Manage Applications / Mary S. Ponds

# View Application

Application

 Validate

 Edit

 Delete

## Status

**Name**  
Mary S. Ponds

**Application Date**  
4/12/2021

**Expiration Date**  
4/12/2023

**Status**

Received

| Board        | Vacancies | Status  | Remove                                                                                       |
|--------------|-----------|---------|----------------------------------------------------------------------------------------------|
| Health Board | 1         | Pending |  Remove |

## Basic Information

**Name**  
Mary S. Ponds

**Gender**  
Female

**Have you ever been convicted of a felony?**  
No

**County of Residence**  
Rowan

## Contact Information

**Address**

PO Box 156  
Granite Quarry, NC 28072

**Resident**

Yes

**Phone**

704-639-6273

**Email**

marysponds@yahoo.com

## Occupation

**Employer**

Rowan Salisbury School System

**Occupation**

Retired Educator and Mayor

---

**OnBoard2** - Powered by ClerkBase

Home / Manage Applications / Dr Tony B Watlington, Sr

# View Application

Application

 Validate

 Edit

 Delete

## Status

**Name**  
Dr Tony B Watlington, Sr

**Application Date**  
4/20/2021

**Expiration Date**  
4/20/2023

**Status**  
Received

| Board        | Vacancies | Status  | Remove                                                                                       |
|--------------|-----------|---------|----------------------------------------------------------------------------------------------|
| Health Board | 1         | Pending |  Remove |

## Basic Information

**Name**  
Dr Tony B Watlington, Sr

**Gender**  
Male

**Business/Civic Experience and why you feel you are qualified for this appointment:**  
I currently serve as superintendent of the Rowan-Salisbury Schools and am a member of the Salisbury Rotary Club. As a resident of Rowan County, I look forward to providing service to my community that will improve educational and health outcomes for all citizens.

**Have you ever been convicted of a felony?**  
No

**County of Residence**  
Rowan

## Contact Information

Address

^

1005 Silvertrace Drive  
Salisbury, NC 28146

**Resident**

Yes

**Phone**

(704) 245-21212

**Cell Phone**

(704) 245-2121

**Email**

watlingtontb@rss.k12.nc.us

## Occupation

**Employer**

Rowan-Salisbury Schools

**Occupation**

Superintendent

---

**OnBoard2** - Powered by ClerkBase



[Home](#) / [Manage Applications](#) / Nickalaus A Goodman

## View Application

Application

 Renew Edit Delete Mark for Purge

### Status

**Name**

Nickalaus A Goodman

**Application Date**

3/11/2021

**Expiration Date**

3/11/2023

**Board Member**

Nickalaus A Goodman

**Status**

Validated

**Board**

Health Board

**Vacancies**

1

**Status**

BoC Meeting

### Basic Information

**Name**

Nickalaus A Goodman

**Gender**

Male

**Resume File**[View](#) / [Download](#)**Business/Civic Experience and why you feel you are qualified for this appointment:**

Good Evening, I feel that I am qualified for this appointment given my experience and professional qualifications. I know that my educational background and professional experience will assist the Community and the Board in reaching their goals. I have been serving my community first hand for more than 20 years as a Paramedic and as such have developed a robust understanding of the Health System and its limitations. Not only have I completed formal education on Social Disparities of Health, I have helped our neighbors navigate these first hand. I have served as a volunteer and a board member at the Community Care Clinic. I enjoy serving my community and feel that my service is valuable and provides impact. Additionally I feel that my role in Healthcare Operations and Finance also equips me to be a valuable asset to the board. I appreciate your consideration in this position.

^

**Have you ever been convicted of a felony?**

NO

**County of Residence**

Rowan

## Contact Information

**Address**

204 Carrington lane  
Salisbury, NC 28146

**Resident**

Yes

**Phone**

7042025395

**Email**

nickgemt@gmail.com

## Occupation

**Employer**

Independent Physician Resources

**Occupation**

SVP Clinical Finance

Home / Manage Applications / Mr. David S. McKnight

## View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

### Status

**Name**

Mr. David S. McKnight

**Application Date**

3/29/2021

**Expiration Date**

3/29/2023

**Board Member**

David S. McKnight

**Status**

Validated

**Board**

Locke Volunteer Fire Department Fire Commissioners

**Vacancies**

0

**Status**

Pending

### Basic Information

**Name**

Mr. David S. McKnight

**Gender**

Male

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Life member Trinity Lutheran Church Landis NC

Retired after 41 years with Food Lion

Hobbies wood working and farming

Vietnam War Veteran

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

## Contact Information

**Address**

2975 Lipe Rd  
China Grove, NC 28023

**Resident**

Yes

**Phone**

704-857-1283

**Email**

dianecmcknight@aol.com

## Occupation

**Employer**

Retired from Food Lion

**Occupation**

Retired

---

**OnBoard2** - Powered by ClerkBase

[Home](#) / [Manage Applications](#) / Jody Dale Kerr

## View Application

Application

[Renew](#) [Edit](#) [Delete](#) [Mark for Purge](#)

### Status

**Name**

Jody Dale Kerr

**Application Date**

3/26/2021

**Expiration Date**

3/26/2023

**Board Member**

Jody Dale Kerr

**Status**

Validated

**Board**

Locke Volunteer Fire Department Fire Commissioners

**Vacancies**

0

**Status**

Pending

### Basic Information

**Name**

Jody Dale Kerr

**Gender**

Male

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Career Firefighter for 26 years with leadership training and understanding of the needs for local fire departments

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

## Contact Information

**Address**

221 Cauble Farm Rd  
Salisbury, NC 28147

**Resident**

Yes

**Ward/District**

Locke

**Phone**

704-202-6982

**Cell Phone**

704-202-6982

**Email**

jlkerr05@icloud.com

## Occupation

**Employer**

Kannapolis

**Occupation**

Fire fighter

Home / Manage Applications / Barbara J Simmons, Ms.

# View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

## Status

**Name**  
Barbara J Simmons, Ms.

**Application Date**  
4/14/2021

**Expiration Date**  
4/14/2023

**Board Member**  
Barbara Simmons

**Status**  

Validated

| Board                                                       | Vacancies | Status                 |
|-------------------------------------------------------------|-----------|------------------------|
| Mount Mitchell Volunteer Fire Department Fire Commissioners | 0         | <div>BoC Meeting</div> |

## Basic Information

**Name**  
Barbara J Simmons, Ms.

**Gender**  
Female

**Have you ever been convicted of a felony?**  
no

**County of Residence**  
Rowan

**Request for Waiver of Term Limits**  
Barbara J Simmons

## Contact Information

Address



2830 China Grove Rd.  
Kannapolis, NC 28083

**Resident**

Yes

**Ward/District**

Mt. Mitchell Fire District

**Phone**

7049333355

**Cell Phone**

980-734-9680

**Email**

simmonsbarbara1@gmail.com

## Occupation

**Employer**

retired

Home / Manage Applications / Michael L. Deal

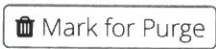
# View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

## Status

**Name**  
Michael L. Deal

**Application Date**  
4/23/2021

**Expiration Date**  
4/23/2023

**Board Member**  
Michael Deal

**Status**  

Validated

| Board                                                       | Vacancies | Status             |
|-------------------------------------------------------------|-----------|--------------------|
| Mount Mitchell Volunteer Fire Department Fire Commissioners | 0         | <div>Pending</div> |

## Basic Information

**Name**  
Michael L. Deal

**Gender**  
Male

**Business/Civic Experience and why you feel you are qualified for this appointment:**  
Duke Energy

**Have you ever been convicted of a felony?**  
NO

**County of Residence**  
Yes

## Contact Information

**Address**

2295 China Grove Rd.  
China Grove, NC 28023

**Resident**

Yes

**Phone**

704-641-8132

**Cell Phone**

704-641-8132

**Email**

michael.deal@icloud.com

## Occupation

**Employer**

Duke Energy

**OnBoard2** - Powered by ClerkBase

Home / Manage Applications / Eddie Leon Bearden, Jr

# View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

## Status

**Name**  
Eddie Leon Bearden, Jr

**Application Date**  
4/7/2021

**Expiration Date**  
4/7/2023

**Board Member**  
Eddie Leon Bearden, Jr

**Status**  
Validated

| Board                                                       | Vacancies | Status      |
|-------------------------------------------------------------|-----------|-------------|
| Mount Mitchell Volunteer Fire Department Fire Commissioners | 0         | BoC Meeting |

## Basic Information

**Name**  
Eddie Leon Bearden, Jr

**Gender**  
Male

**Business/Civic Experience and why you feel you are qualified for this appointment:**  
-Firefighter for 21 years  
- sports for multiple years

**Have you ever been convicted of a felony?**  
No

**County of Residence**  
Rowan

## Contact Information

**Address**

238 robin road  
China grove, NC 28023

**Resident**

Yes

**Phone**

7048864617

**Email**

WAHOUBEARDEN@icloud.com

## Occupation

**Employer**

Frank Corrihers Beef and Sausage

**Occupation**

Meat processor

Home / Manage Applications / Jeanne A. Dixon

# View Application

Application

⌂ Renew

✎ Edit

🗑 Delete

🗑 Mark for Purge

## Status

**Name**

Jeanne A. Dixon

**Application Date**

4/16/2021

**Expiration Date**

4/16/2023

**Board Member**

Jeanne Dixon

**Status**

Validated

| Board                                              | Vacancies | Status      |
|----------------------------------------------------|-----------|-------------|
| Rowan-Cabarrus Community College Board of Trustees | 0         | BoC Meeting |

## Basic Information

**Name**

Jeanne A. Dixon

**Gender**

Female

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Since January 2017, I have served as a member of the Board of Trustees of Rowan-Cabarrus Community College. I wish to continue as a member under the remarkable leadership of RCCC President, Dr. Carol Spalding. I have been afforded the opportunity to learn the fiscal management and educational programs of the college and to advocate for the policies that govern the college.

If appointed to serve another term, I believe the experience gained during the past 4 years have served to make me a stronger advocate for the college and the students that are served.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

## Contact Information

**Address**

1840 Enochville Road  
Kannapolis, NC 28081

**Resident**

Yes

**Ward/District**

Blackwelder Park

**Phone**

704-938-4036

**Cell Phone**

704-699-6016

**Email**

jad627@windstream.net

## Occupation

**Employer**

Retired

**OnBoard2** - Powered by ClerkBase



Home / Manage Applications / Mr. Timothy Scott Norris

## View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

### Status

**Name**

Mr. Timothy Scott Norris

**Application Date**

4/21/2021

**Expiration Date**

4/21/2023

**Board Member**

Timothy Norris

**Status**

Validated

**Board****Vacancies****Status**

City of Salisbury Planning & Zoning Board of Adjustment - ETJ

2

Pending

### Basic Information

**Name**

Mr. Timothy Scott Norris

**Gender**

Male

**Resume File**

View / Download

**Business/Civic Experience and why you feel you are qualified for this appointment:**

My initial appointment to this Board has helped prepare me to contribute at a higher level in a 2nd term appointment. I have extensive community service and Board experience as indicated on my CV. I am confident that my previous community service experience and Board participation skills will help achieve the overall mission of the Planning and Zoning Board of Adjustments.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

## Contact Information

**Address**

485 Sells Road  
Salisbury, NC 28144

**Resident**

Yes

**Ward/District**

Franklin

**Phone**

(704)433-8160

**Cell Phone**

(704)433-8160

**Email**

tnorris@healthcaremgmt.com

## Occupation

**Employer**

Healthcare Management Consultants

**Occupation**

Healthcare Consultant

---

**OnBoard2** - Powered by ClerkBase