ROWAN COUNTY COMMISSION AGENDA
December 6, 2021 - 3:00 PM

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

- Selection of Chair / County Attorney Jay Dees
- Selection of Vice-Chair / County Attorney Jay Dees

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: November 15, 2021

1 Consider Approval of Consent Agenda

A. Hangar Development - TBE WA for Design and Bidding
B. Resolution Establishing Commission 2022 Meeting Schedule
C. Sale of Ground Lease Hangar T2 From Overcash to DRM Air

D. Martin Starnes Contract Modification
E. Permission to release RFP for Door Access Control
F. Approval of Contract with The FRMT Group for Psychological Services at Sheriff Department
G. Approval of Change Order 1 with Carolina Siteworks for Roadway Project
H. Approval of Task Order 16 with McGill Associates, PA for Construction Phase Service for Water and Sewer Work on Access Road
I. Annual Bond Report
J. Tax Refunds for Approval
K. Approval of a Lease Agreement with Lisa Trexler for Stokes Ferry Recycling Convenient Site
L. Approval of Contract with S.E Collins, Inc for Engineering Services for Library Boiler Replacement
M. Resolution to Award Sidearm to Retiring Detective Teresa Haupt
N. Schedule Quasi-judicial Hearing for SUP 01-18 Amendment: Cellco Partnership for January 3, 2022
O. Schedule Quasi-judicial Hearing for SUP 01-22
P. Combined Preparedness Grant Application
Q. Bi-Weekly Environmental Health Report
R. Emergency Services Night-Shift Differential
S. Approval of Lease Agreement with John and Kate Schofield for 417 N. Main Street and 120 E. Kerr Street
T. Approval of Contract with Strategics Consulting for Federal Lobbying Services
U. Approval of Contract with McGuireWoods Consulting, LLC for State Lobbying Services

2 Public Comment Period

3 Public Hearing & Summary Presentation - EDC 'Project Excelsior'
4 Quasi-judicial Hearing for SUP 02-21 Amendment: Taylor Clay Products
5 Public Hearings For Muliple Road Names
6 Consider SNIA 08-21: ABR Properties
7 W.T. Group Presentation of ADA Evaluation and Transition Plan
8 Open Broadband Update
9 Request for PORT program
10 Discussion Regarding Annual Planning Retreat
11 Budget Amendments
12 Consider Approval of Board Appointments
13 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Carolyn Barger, Clerk to the Board
DATE:	November 29, 2021
SUBJECT:	Consider Approval of the Minutes: November 15, 2021

ATTACHMENTS:

Description	Upload Date	Type
November 15, 2021 Minutes	12/1/2021	Cover Memo

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

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

Rowan County Board of Commissioners
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8181 · Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS November 15, 2021 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

Chairman Edds convened the meeting at 6:10 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA
There were no additions to the agenda.

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

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

CONSIDER APPROVAL OF THE MINUTES
Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the November 1, 2021 Commission Meeting passed unanimously.

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

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The Consent Agenda consisted of the following:

A. Change Orders No. 6-9 for Dog Adoption Center
B. 2021 Wellness Incentive
C. FY21 EMP Grant
D. Tax Refunds for Approval
E. Schedule Quasi-judicial Hearing for SUP 02-21 Amendment: Taylor Clay Products, for December 6, 2021
F. Request of Matching Funds for Salisbury CDC
G. Proposal For Additional Services for Alternate #4 at West End Plaza
H. Mid-Carolina Regional Airport (RUQ) Zoning
I. ARPA Spending Request
J. ARPA Request and Budget Amendment
K. Resolution to Award Sidearm to Retiring Deputy Jerry Ewart
L. Alcoa (AGPI) Transfer of Eagle Point Preserve Area on High Rock Lake
M. Bi-Weekly Environmental Health Report
N. Request for Public Hearing for 'Project Excelsior'
O. SBAR to BOC - Request to Apply for Healthy Beginnings Grant
P. SBAR to BOC - Request to Apply for Community Health Grant for Dental Services
Q. Carolina Farm Credit Grant For Cooperative Extension
R. Memo to BOC - Debt Write-Off for RCHD
S. Approval of Contract with City of Salisbury for Radio Fees
T. Approval of Task Order with REI for Engineering Services for Courthouse Roof Replacement
U. Approval of Lease with Bank of America for ATM
V. Vaya Health Board Appointments
W. Conservation Easement Appraisal
X. Continuation of Opioid Settlement Documents
Y. NCDEQ Access to Rowan Mill Road Properties

2. REPORTS

A. RCDSS FY 21 ANNUAL REPORT

Commissioner Klusman moved to accept the Rowan County Department of Social Services FY 2021 Annual Report followed by a second from Commissioner Greene. The motion passed unanimously.

3. PUBLIC COMMENT PERIOD

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

- Timothy Trogdon of Southern Street, Salisbury, spoke to the Board regarding concerns he had with property tax declarations and the 9-1-1 System.

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

4. PUBLIC HEARING AND SUMMARY PRESENTATION – EDC 'PROJECT BISHOP'

Scott Shelton, Vice President of the Economic Development Commission, provided a power point as he presented the economic impact summary for Project Bishop. According to Mr. Shelton, the Company behind Project Bishop (Project) was an online retailer that offered thousands of products to its customers and served them from warehouses and fulfillment centers located throughout the United States. If Rowan County was chosen, the Company would create 1,000 new jobs over the next three (3) years. Approximately 900 of the jobs would be fulfillment-related positions. The remaining jobs would be comprised of supervisory and administrative positions.

The Company planned to invest approximately $400 million into the Project through construction of a new facility and the installation of major equipment. The majority of the improvements would be completed by early 2024.

Continuing with the power point, Mr. Shelton noted the Company would typically qualify for a Level 3 Grant as he highlighted the County's Investment Grant Program. Due to the highly competitive nature of the Project and to strengthen the County's chances to secure the Project, the EDC proposed the Board consider extending the Investment Grant from five (5) years to nine (9) years. The EDC also requested the Board consider expedited local permitting review at no charge to the Company. The fee for the service was normally $2,500.

Other potential assistance for the Project was a Job Development Investment Grant (JDIG) through the State of North Carolina. The JDIG typically offered a performance-based, discretionary cash grant directly to new and expanding companies to help offset the cost of locating or expanding a facility in North Carolina. Mr. Shelton said the State was also asked to consider applicable grant programs that could assist with infrastructure improvements to the Company's potential site.

The Town of China Grove would be considering an incentive request for the Project at a called meeting scheduled for November 16, 2021.

In closing, Mr. Shelton reviewed the projected financial impact for the Project, including the creation of a total of 1,000 new full-time jobs, as well as adding $400 million to the County's tax base. The Project would also generate approximately $6.3 million of new net tax revenue for the County over a 10-year period. The Project would lead to the creation of 238 indirect and induced jobs, as well.

Commissioner Greene asked what the average wage would be for the 1,000 jobs. Mr. Shelton responded that in order to receive the JDIG funds from the State, the Company

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must pay or exceed the County's average wage, which was currently around $44,000/annually. The benefits would be in addition to the $44,000.

Chairman Edds opened the public hearing to receive citizen input regarding Project Bishop. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved to approve Project Bishop as requested by the EDC. The motion was seconded by Commissioner Klusman and passed unanimously.

5. PUBLIC HEARING: MCCLEAVE ROAD CLOSURE REQUEST

Planning Director Ed Muire presented the McCleave Road (Road) closure request. Mr. Muire said the Board adopted a Road Closure Petition on October 3, 2021 presented by Ken Jezek. Mr. Muire said adoption of the Resolution advised the public of the Board's intent to consider closure of a portion of this private Road. Mr. Muire noted North Carolina General Statute § 153A-241 established the process for the Commissioners to close private roads.

Using a power point, Mr. Muire showed the site in question. Mr. Muire said Mr. Jezek owned parcels 015a/014/01105 /357/260 on Tax Map 130A. The parcels were adjacent to a 25' unopened right-of-way (ROW), which was not maintained by the North Carolina Department of Transportation (NCDOT). The plat was recorded in August of 1950 and the plat recognized the road as Barnhardt Road.

Mr. Muire reported that the request had complied with the statutory requirements in that the Board had adopted the Resolution; the public hearing was advertised for three (3) consecutive weeks by Mr. Jezek; notices were sent to adjoining property owners by Mr. Jezek; signs were posted on the road by Mr. Jezek; and a survey was prepared showing the portions to be closed (by Mr. Jezek's surveyor).

Chairman Edds asked if the applicant would like to make any comments. Mr. Jezek said the road had not been used in 35 years and the roadway was mostly grass. Mr. Jezek said he would like to clean up the acreage into one (1) parcel. Mr. Jezek stated the roadway in question would never be used again under any circumstances.

Chairman Edds opened the public hearing to receive citizen input for the McCleave Road closure request. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Mr. Muire reviewed the next steps/procedural considerations for the Board. The first step was to consider adoption of the Resolution to Accept the ROW.

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Commissioner Greene moved to adopt the Resolution. The motion was seconded by Commissioner Pierce and passed unanimously. The Resolution was approved as follows:

RESOLUTION PERTAINING TO THE ACCEPTANCE OF AN OFFER OF DEDICATION FOR PUBLIC USE OF A PORTION OF MCCLEAVE ROAD A/K/A BARNHARDT DRIVE.

WHEREAS, the Board of Commissioners of Rowan County is considering a proposal for the closing of a portion of said street:

BEING THAT PORTION OF MCCLEAVE ROAD A/K/A BARNHARDT DROVE IDENTIFIED ON PLAT BOOK 9995, PAGE 674, ROWAN COUNTY PUBLIC REGISTRY, SITUATED SOUTH OFF MCCLEAVE ROAD (SR#1215).

AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION CONTAINED IN THE PETITION SUBMITTED TO CLOSE SAID PORTION OF MCCLEAVE ROAD A/K/A BARNHARDT DROVE, CONTAINING 0.089 ACRES MORE OR LESS.

WHEREAS, the Board of Commissioners of Rowan County has the authority pursuant to NCGS 136-66.3(g) to accept the dedication of the aforementioned right of way

NOW, THEREFORE, be it resolved that the Board of Commissioners accepts the offer of dedication for public use the aforementioned right of way on this 15th day of November, 2021.

CERTIFICATION

I, Carolyn Barger, County Clerk of the County of Rowan, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioner of the County of Rowan, North Carolina in a regular session convened on the 15th day of November, 2021.

WITNESS my hand and corporate seal of the County of Rowan, North Carolina, this the _____day of _____, 2021.

Mr. Muire said the next step would be to Adopt the Order to Close the ROW. Mr. Muire said before adopting the Order, the Board should consider findings that closing the ROW was not contrary to the public interest or property rights of any individual. The Board should also find that no individual owning property in the vicinity of said portion of McCleave Road (a/k/a Barnhardt Drive) was deprived of reasonable means of ingress or egress to his property by the closing of said portion of McCleave Road (a/k/a Barnhardt Drive).

Chairman Edds moved approval of two (2) findings as follows:

- Closing the ROW was not contrary to the public interest or property rights of any individual.
- No individual owning property in the vicinity of said portion of McCleave Road (a/k/a Barnhardt Drive) was deprived of reasonable means of ingress or egress to his property by the closing of said portion of McCleave Road (a/k/a Barnhardt Drive).

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved to adopt the order to close the street. The motion was seconded by Commissioner Pierce and carried unanimously.

6. LEGISLATIVE HEARING AND VESTED RIGHTS REQUEST Z 08-21 OKRA HOLDINGS, LLC

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County Attorney Jay Dees reviewed the legislative hearing procedures that were adopted by the Board of Commissioners on November 1, 2021 for Okra Holdings, LLC for Z 08-21. Mr. Dees also highlighted the time allotments for those who had signed up to speak during the hearing.

Planning Director Ed Muire provided a power point as he presented the Staff Report.

APPLICANT: Birdseye Renewable Energy dba Okra Holdings, LLC

PROPERTY OWNERS: James J. Schad; Tall Pines Investments, LLC (Sam Nash); Michael Thomas Barrier and Daniel Gillion Barrier; Julia M. Marshall Revocable Trust; and Carolina Perlite Company, Inc.

REQUEST: Conditional District Rezoning (Map Amendment) from RA to RA(CD) and IND to RA(CD) for development of a utility scale solar energy system and a four (4) year vested right to undertake the project.
Reference Applicant's Exhibit 1.

The property information and tax parcels were as follows:

TAX PARCELS	CURRENT ZONING	OWNER	ACREAGE	IMPROVEMENT
540-026	RA	Schad	160	Forestry Management
541-00701	RA	Barriers	26.75	Forestry Management
541-031	RA	Marshall	26.75	Forestry Management
542-046 (portion)	IND	Carolina Perlite	9.34	Industrial
543-001	RA	Tall Pines	349	Forestry Management
543-021	RA	Tall Pines	2.05	Vacant

A total of approximately 573.89 acres was requested for RA (CD) rezoning to allow for development and operation of a utility scale solar energy system; refer to the Okra Solar Composite Site Plan in Exhibit 3. Based on the Site Plan, Staff calculated the solar panel area at approximately 299.1 acres with 42.85 acres of fenced buffer provided along Riles Creek and an intermittent tributary serving as a wildlife corridor and another 22.9 approximate acres in stream buffer and wetland areas.

Using the power point, Mr. Muire showed the properties in question, as well as the surrounding areas. The solar array system area parcels had 259 feet of frontage on US 52 Highway and 148 feet of frontage on Old Beatty Ford Road.

Mr. Muire provided the soil information. The site was located in the Carolina Slate belt and consequently soil types in the area have prevalent rock fragments, wetness and permeability constraints and are generally unsuited for septic tank systems. These soils were moderately suited for agricultural development, e.g. woodlands, crops, pasture and hay. Topography is such that US 52 and Old Beatty Ford Rd formed a ridgeline of

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sorts for the site and surface drainage was toward Riles Creek and its tributaries, but there was no designated or regulated special flood hazard areas (i.e. floodplain) associated with these streams. Mr. Muire showed a map that depicted soil type, stream locations, watershed boundary and generalized soil characteristics. The soils were not considered prime agricultural soils as per Attachment 1 of the Staff Report. The information related to the soils was obtained from the Soil Survey of the County completed in 1993.

Mr. Muire highlighted the watershed details, erosion control, and biodiversity plan (Exhibit 15) for the proposed site.

Continuing with the power point, Mr. Muire provided a zoning analysis.

According to the staff report, the site's system area is located in Area One of the East Rowan Land Use Plan (LUP) and within the US 52 Corridor. Alternate substation location #3 (behind Carolina Perlite) brings the application into Area Three, as well, but given its location within the US 52 Corridor, the corridor recommendations are deemed applicable.

Area One contained the lands south of Bringle Ferry Road; east of Union Church and Barger Roads and paralleled the northeast side of US 52. The Plan recognized Area One as the least developed of the three (3) planning areas and was characterized by agricultural uses and low density residential.

Mr. Muire said the Zoning Ordinance was amended to consider utility scale solar facilities as a Conditional District (CD) in the Rural Agricultural (RA) and Commercial, Business, Industrial (CBI) districts. Conditional zoning is intended for proposals that may not be suitable for a general rezoning, but either by voluntary limitations or subject to required development standards that address anticipated impacts upon neighboring properties and the surrounding community, the use(s) may be appropriate. Furthermore, the CD process can allow for additional (not a reduction) standards to address compatibility as a condition of approval if agreed to in writing by the applicant and the County.

The ordinance discourages use of the CD process to acquire "early zoning for tentative uses which may not be undertaken for a long period of time". Although not defined by the ordinance, long time likely refers to more than 2 years from the time of approval as this is the vested period for initiating the project unless a longer duration is granted by the Commission. In this case, the applicant has requested its application be considered for granting of a four (4) year vested right. Per Section 21-11(c)5(a), the Commission may authorize up to a five (5) year vesting, "if warranted by the size and phasing of development, the level of investment, the
need for the development, economic cycles, and market conditions, or other considerations as determined by the Board in accordance with this subsection." Refer

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to last paragraph on page 4 of applicant's Exhibit 2 for its rationale for requesting a four (4) year vested right.

Mr. Muire reviewed the compatibility of uses.

NCDOT has issued a commercial driveway permit (Exhibit 5) for access onto US 52 and Old Beatty Ford Rd as depicted on the site plan. Aside from the staging and construction phase of the project, traffic generated by the site should be minimal. Average Annual Daily Traffic (AADT) information from NCDOT indicates US 52 has 7300 vehicles per day (2018 data) north of the site near its intersection with High Rock Rd and 6800 vehicles per day (2019 data) at a location south on US 52 in Stanly County. 2018 data for the segment Old Beatty Ford Rd beginning at Old US 80 is 1900 AADT and a location near Stokes Ferry Rd is 650 AADT.

US 52 Highway is identified as a boulevard in the Cabarrus-Rowan MPO's Comprehensive Transportation Plan (CTP) with a design capacity of 14,600 AADT. Although 50% under capacity, the CTP recommends improvements for US 52 that increase the current two (2) lane, sixty (60) foot right-of-way to a four (4) lane road and median in a one hundred ten (110) feet right-of-way. Funding shortfalls have continually delayed construction of this project, but right-of-way purchase has been tentatively scheduled for 2028.

The 4.1-mile segment of Old Beatty Ford Road from US 52 to Stokes Ferry Rd is identified as a minor thoroughfare with a sixty (60) foot right-of-way and design capacity of 13,100 AADT. No future changes are proposed for this road segment in the CTP.

The facility is proposing an interconnect with Duke Energy's transmission lines and has provided documentation that Duke is aware of their intent. As indicated by its site plan, a second point of interconnect may change between alternate substation #2 (on site) and alternate substation location #3 behind Carolina Perlite. The facility should require no provision of water or septic, unless the proposed modular storage trailer is either required by code or desire of the applicant.

Mr. Muire discussed the Specific Conditional District Standards per Section 21-64(a) of the Zoning Ordinance. The Site Plan depicts the system area at the required one hundred (100) foot setback from road rights-of-way and adjoining property lines. Likewise, all other proposed structures that are not solar collectors are located at least three hundred (300) feet from any residence, church or school on adjoining properties.

The site is not located within the conical or horizontal surfaces of the Mid Carolina Regional Airport, but is located just over one thousand (1,000) feet from the runway at Gold Hill Air Park. However, the zoning ordinance has no separation standards between utility scale solar systems and private airfields.

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Although this specific standard for Mid Carolina is associated with glare impacts, the applicant has provided a glare analysis (Exhibit 8) not only for the Gold Hill Air Park, but also accounts for the Stanly County Airport. The general finding from the applicant's report suggest its facility will not create glare impacts for pilots landing and leaving these runways.

The applicant has proposed using the Alternative Buffers or Screening and Existing Vegetation provisions authorized per 21-64(2)3(ii). Along the southern and eastern site boundary, where residential uses are located, the screening will consist of an eighty (80) foot buffer; fifty (50) feet of which will be undisturbed existing vegetation and thirty (30) feet of managed regrowth; refer to Exhibit 14. Fencing of the system area will consist of wildlife permeable fencing, aka "Deer Buster" as recommended by NC Wildlife Resources Commission. Refer to Applicant's Exhibit 10. Along the northern site boundary, screening will consist of eighty (80) feet of existing vegetation and along the western site boundary adjoining the Statesville Brick property no screening will be provided, just the one hundred (100) foot system area setback will be observed with fencing in place.

Mr. Muire showed a brief drone video of the site. Assistant Planning Director Shane Stewart provided the Board with a handout that was a site map of the drone footage being shown.

Commissioner Caskey pointed out the location of another solar farm that was visible in the drone footage.

Continuing with the staff report, Mr. Muire discussed the LUP recommendations. It was noted in the recommendations that:

- Areas currently served or having the potential to be served by water or sewer infrastructure are not preferred locations. The site is not currently served by municipal water or sewer infrastructure but the North Stanly-Pfeiffer Water District (Water District) does provide limited service in Rowan County. The Water District currently serves the Gold Hill Airpark (south of the site) and some industrial users on the west side of US 52. According to Water District staff, the system does have capacity to serve other Rowan users, but currently there are no plans to extend service. Stanly County Utilities Department indicated sewer service is located and terminates in an area behind Pfeiffer University but there are no plans for extension. In the event water service is extended to this site, the benefit is negated as the soils are poorly suited for septic systems, i.e. water without sewer is not seen as an advantage for the majority of potential developments for the site.
- Existing Industrial (IND) and Economic Development (ED) zoning districts, or sites/properties listed with the Rowan County Economic Development Commission (EDC), are not preferred locations. With exception of a portion of

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the Carolina Perlite property, none of these tracts are located in an IND or ED district, nor listed with the EDC for economic development.

- Encouraged in areas with low to moderate residential population densities in combination with buffers and screening. Census information for 2000 and 2010 found on pages 9 and 10 of the East LUP suggest population densities proximate to the site are in the middle to lower density categories of those in the planning area.
- Locations or areas of a site with topography such that screening/visual separation cannot be achieved from adjoining properties or roadways within a 3-year timeframe should be avoided. As noted herein, the site and its interior tend to sit lower than the adjoining ridgeline formed by US 52 and Old Beatty Ford Road. The applicant's proposed use of existing vegetation and treeline within its buffer areas, claims to achieve this standard in locations depicted on the site plan. Page 1 of the alternative Buffer Compliance packet (Exhibit 14) depicts the buffer transect which is supplemented with actual site photos of existing vegetation at areas identified on page 2 of Exhibit 14. As an alternative to existing vegetation and managed regrowth areas, the applicant has proposed installation of Type B screening along Benton tract consisting of a mixture of evergreen and deciduous species between four (4) and six (6) feet tall at time of planting. The applicant also proposed to modify the site access from US 52 such that the system area would not be visible.
- Site that will occupy prime soils or displace active farming operations are not preferred, but if approved should incorporate native plants or grasses as groundcover and include pollinator friendly vegetation. As noted, the soils at this site are not considered "prime", but 98% of the site acreage is currently in the agricultural deferral program for timber production and eventual harvesting. Management plans for pine forests attempt to have a rotation of timber stock sizes with intermediate thinning at 15-20 years and final harvest at 40 years and then replanting.
- Panel locations within the Special Flood Hazard Areas (SFHA) or placement of fill within these areas of a site is discouraged. No SFHA are associated with this site and proposed panel locations are depicted outside stream buffer areas.
- Subject to potential utility extensions, sites having identified poor soils or building / septic constraints are generally encouraged for selection. Refer to first bullet within this section of the Staff Report.
- Sites within the viewshed of a public park, National Register listed historic property or Rowan County landmark are not preferred. Applicant's Exhibit 9 contains an opinion from the North Carolina State Historic Preservation Office (SHPO) that indicates no historic resources would be affected by the site. Likewise, Staff is not aware of a park within the viewshed of the site or a County identified landmark that would be impacted.
- Utility scale solar energy systems locating within one (1) mile of another utility scale solar energy system is discouraged. The closest operating utility scale system located in Rowan County is over two (2) miles northwest of the site on St.

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Peters Church Road. A five hundred (500) acre solar facility located in Stanly County and bordering both Cabarrus and Rowan Counties was approved in 2018 and according to their Staff construction of the facility is imminent. Although this facility appears to be within the one-mile threshold, the County's adoption of its zoning ordinance and land use plans apply to lands in Rowan County not located within a zoning jurisdiction of a municipality. While not stated, the assumption would be the same "municipal exclusion" would also apply to adjacent counties.

- A maximum system acreage of 50 acres is preferred, but may be increased based on the site's ability to meet all other recommendations contained herein. This site is more than ten (10) times the recommended acreage and the Planning Board will need to determine whether it satisfies all other ordinance recommendations.
- Site locations along the East NC 152 and US 52 highway corridors are not preferred. Approximately thirty-one (31) acres on the east side of US 52 and 9.34 acres on the west side of US 52 are located within the US 52 Highway corridor, which is seven (7) percent of the total CD request.

Mr. Muire highlighted the staff recommendations as follows:

1. Increase riparian buffer to one hundred (100) feet from all perennial streams located in the Tuckertown Watershed (WS-IV) area and fifty (50) feet for streams outside the WS-IV area.

2. Provide consistent setback of fifty (50) feet around identified wetland areas.

3. Prior to commencing grading activity or construction, have an on-site survey conducted by a biologist for any federal or state-listed animal, plant or aquatic species to ensure there are no impacts to rare, threatened or endangered species. Provide copies of this study to Staff and applicable state and federal agencies for review and comment.

4. Re-seed all disturbed areas within the system area with pollinator friendly seed mixtures.

5. Compliance with disconnect length and associated recommendations contained in the NC Stormwater Design Manual for Solar Facilities to be deemed pervious.

Mr. Muire discussed the Board's deliberation process.

Commissioner Caskey questioned the size of the largest solar facility approved in Rowan County thus far, prior to adoption of the new zoning text regarding solar farms. Mr. Stewart responded the larges was 110 acres.

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Commissioner Caskey referred to comments that nothing would grow on the proposed property but he pointed out that trees were growing there. Commissioner Greene added that the types of growth depended on the land and water drainage.

Brian Bednar, Chief Executive Officer of Birdseye Renewable Energy (Birdseye) provided the history as to how the proposed site had been selected. Mr. Bednar said he was proud of the efforts that had been taken to improve the approach and plan for the project.

Landon Abernethy, Director of Development for Birdseye, provided a power point as he discussed the application and how large scale solar could fit into the County. Mr. Abernethy said Birdseye had easily complied with the new ordinance requirements for the proposed project.

Using the power point, Mr. Abernethy reviewed an overlay of the County's transmission infrastructure. Mr. Bednar said Birdseye wanted to make sure project was developed and screened appropriately as a benign use through screening and smart design.

Mr. Abernethy briefly highlighted where guidelines had been exceeded to account for public and county concerns. Mr. Abernethy said Birdseye had met with two (2) different individuals in an effort to address the safety concerns that had been brought to the Company's attention by the Gold Hill Air Park (Air Park) and the Volunteer Fire Department (VFD). Mr. Abernethy continued by saying there was an affidavit in the agenda packet from Patrick Lofvenholm, an independent flight instructor, who would address the Board and who had determined the concerns for the Air Park did not have merit from a flight instructor's point of view. Mr. Abernethy said an engineer, Chris Sandifer, was also present to address environmental concerns. With respect to fire and rescue response, Mr. Abernethy reported Birdseye had worked with North Carolina State University and the Rowan County Fire Marshal and Gold Hill VFD to provide in-person training for all first responders with information as to how to respond effectively to an emergency at the proposed site, both inside and outside of the fence line.

Using the power point, Mr. Abernethy showed the proposed site and proposed vegetative buffer along US Hwy 52. Mr. Abernethy also discussed the location of the substation.

Mr. Abernethy reviewed the Biodiversity Plan and discussed the goals for the stewardship of the wetland and maintenance of existing native buffers. According to Mr. Abernethy less than 300 acres would actually be under solar with the remaining acres in vegetative preservation.

Lastly, Mr. Abernethy highlighted the tax benefits to the County over the 40-year life of the proposed project.

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Patrick Lofvenholm of 149 Yager Road in Mooresville, North Carolina, said he had been a pilot and flight instructor for sixteen (16) years and he also operated a flight school. Mr. Lofvenholm said he had been asked to give a pilot's perspective regarding the concerns of those from the Gold Hill Air Park. Mr. Lofvenholm used a power point as he discussed the safety arguments for the rezoning proposal.

Chris Sannifer, of 3118 Marine Road in Spring Hope, North Carolina, said he was a registered Professional Engineer in North Carolina. Mr. Sannifer said he also served on Nash County's Planning Board. Mr. Sannifer reported the materials used for the solar panels were valuable but non-toxic and could be placed in a landfill, if required. Mr. Sannifer talked about the decommissioning plan and stated there had been no environmental studies to show any detriment to the environment.

Sam Nash came forward to address the Board. Mr. Nash said he had been a resident of Rowan County all his life. Mr. Nash said his family had roots in the County since the 1800's and they had always tried to be good stewards of the land and reasonable neighbors. Mr. Nash said his property did not perk and the family had always been challenged with what could be done with the property. Mr. Nash said growing trees for harvesting and leasing the land for hunting had helped to pay the taxes. Mr. Nash continued by saying approximately three (3) years ago the family had been presented with a proposal for a large solar project, which would allow the family to keep the property for generations. Mr. Nash felt property owners had the right to derive income from their property and he encouraged the Board to support the request.

Commissioner Klusman asked Mr. Nash what he had been able to grow on the property besides pine trees. Mr. Nash said Loblolly pines were the only thing he had been able to grow. Commissioner Klusman said she had been out to the property and she asked if Mr. Nash would be able to graze cattle there. Mr. Nash said the land did not absorb water and he would have to dig a lot of wells to grow healthy grass for the cattle.

John Ritchie of 310 Aviation Lane, Gold Hill, North Carolina, came forward as spokesperson for concerned Gold Hill citizens opposed to the large-scale solar project. Using a power point, Mr. Ritchie showed the proposed site and noted another 700-acre Misenheimer solar project that was slated to begin construction soon.

Mr. Ritchie said the Birdseye project was unusually hazardous to place next door to an airport due to the safety hazards it would cause for the Air Park.

Mr. Ritchie said the project would dominate the Gold Hill community and he pointed out the Rowan Solar Energy Systems Land Use Plan Recommendations included the following language, "to ensure utility scale systems are not a dominant land use". Using the power point, Mr. Ritchie pointed out the project was as large as the City of Salisbury.

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Mr. Ritchie continued by sharing the Land Use Recommendations via the power point. Mr. Ritchie said the project should not be allowed because of its inability to meet all of the recommendations as written.

Mr. Ritchie shared the possible aviation safety hazards the proposed project would create. Mr. Ritchie referred to the Mid Carolina Regional Airport and notes its specific safety exclusion from solar development. Mr. Ritchie questioned why the Gold Hill Air Park should not have the same protections.

Mr. Ritchie discussed the tax revenue comparison over the next 40 years and stated the Air Park would generate approximately $5-$8 million in tax revenue at modest growth rates. However; during the September 27, 2021 the Planning Board meeting minutes indicated the proposed project would only generate $2.5 million. Mr. Ritchie said if the project caused the Air Park's demise, Rowan could suffer a net loss of $2.5-$5.5 million in tax revenue going forward.

Continuing with the power point, Mr. Ritchie discussed Gold Hill tourism, adverse wildlife effects of adjacent twin mega-systems, and neighborhood sustainability.

In conclusion, Mr. Ritchie said the proposed re-zoning application for a utility-scale industrial solar project in Gold Hill should be denied for a multitude of reasons, including:

- Fails to comply with at least five (5) of Rowan County's Solar Energy System Land Use Recommendations
- May create multiple aviation safety hazards for Gold Hill Airpark/Airport, including for emergency Life Flight/first responder operations
- May cause a tax revenue loss of $2.5 to $5.5 million dollars for Rowan County
- May have a negative impact on decades long creation of Historic Gold Hill Village and associated Gold Hill tourism
- May create vehicle collision hazards due to deer funneling between solar mega sites
- May cause self-supporting Gold Hill Airpark to be unsustainable, disabling essential services required for existing homes such as wastewater treatment and road maintenance

The next speaker was Ken Wiseman of 300 Aviation Lane, Gold Hill. Mr. Wiseman said he was a 45-year professional pilot and currently serving as the chief pilot for a Fortune 100 company in Charlotte, North Carolina. Mr. Wisemen said he held aviation's top credentials.

Mr. Wisemen praised the Board for its wisdom to develop and approve "an incredible ordinance" to protect the Mid-Carolina Regional Airport. Mr. Wisemen said the Board had determined that airports and solar projects do not co-exist in that the Board had restricted industrial solar from being too close to the County's Airport. Mr. Wisemen

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pointed that that while Gold Hill might not be an FAA Airport, its users were FAA certified pilots who flew FAA certified planes in FAA airspace with charts and rules provided by the FAA. Mr. Wisemen said the difference between the two (2) airports was the Gold Hill Air Park did not require tax resources to pay for itself. Mr. Wisemen said life flights, law enforcement, the military and EMS can also use the Air Park.

Mr. Wisemen continued by discussing the safe zone the ordinance provided around the County's Airport. Mr. Wisemen did suggest to change the ordinance wording from, "not create bird strike (change to wildlife strike) hazards."

Using the power point, Mr. Wisemen discussed the safety buffer around the Air Park and how the overwhelming size of the proposed project would dominate the Gold Hill community.

Dr. Lance Riley, PhD of Aquatic Sciences and Environmental Engineering, 11311 Kluttz Road, Gold Hill, described himself as a leading source at the meeting on science and debate. Dr. Riley referred to earlier comments that had been made about the proposed site not growing anything but trees and the land being worthless. Dr. Riley asked who knew that 300 acres had previously dedicated as North Carolina Natural Heritage site until the land was timbered and completely decimated. Dr. Riley noted the land was still listed in 2021 as a Natural Heritage site and the jewel of Rowan County. Dr. Riley mentioned reptiles, amphibians, flowers, etc. that were endangered and protected that were found in the area. Dr. Riley said the request was not the environmentally right thing to do.

Cindy Wisemen of 300 Aviation Lane, Gold Hill said she would soon be retiring from a 39-year career in anesthesia in California. Ms. Wisemen said she and her husband were the newest members to the Air Park community and they had bought their home intentionally seeking a rural country setting. Ms. Wisemen said she would have never considered buying a home next to the proposed project. Ms. Wisemen shared that two (2) inquiries into the community had walked away when they learned of the threat of the solar project. Ms. Wisemen asked the Board to vote no on the request.

Darius Hedrick of 825 St. Stephens Church Road, Gold Hill, reported that 35 years ago the restoration efforts of Gold Hill had begun. Mr. Hedrick said he had served on the Rowan County Historic Properties Commission and that Rowan County was blessed with lots of historic sites and beautiful ground. Mr. Hedrick said as he traveled across the County, he found none of the sites to be more important than what was taking place in the restoration of Gold Hill. Mr. Hedrick asked the Board to vote no to the solar project.

Dr. John Featherstone of 361 Rowan Cabarrus Road in Gold Hill said he was born in Gold Hill and was a graduate of North Carolina State University with a Veterinarian degree. Dr. Featherstone provided a power point as he shared how his family had

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hunted, farmed and fished the land for years. Dr. Featherstone talked about how deeply his family would be directly impacted by the proposed solar project and the Stanly County solar project.

Pete Hoffman, a local attorney, said he was present to give advice about how the law worked in this matter. Mr. Hoffman said the other speakers had given reasons about why they did not want the project to be approved. Mr. Hoffman offered advice on how to deny the request in a manner that would survive court system.

Chairman Edds called for a recess at 9:00 p.m.

Chairman Edds reconvened the meeting at 9:05 p.m.

Connie Byrne, a Rowan County resident from the southern portion of the County, shared what she had learned and observed from those in support of, as well as opposed to the proposed solar project.

County Attorney Jay Dees informed the Board there was a caller online that wished to speak on the matter. Mr. Dees felt the Board should receive the comments.

The caller, Lucy Yelton, said she had grown up in Gold Hill and she expressed concern with the environmental impacts of the solar farm. In closing, Ms. Yelton asked the Board to disapprove the solar project.

Mr. Dees said the applicant would now have their allotted time for rebuttal.

Mr. Abernethy first addressed Ms. Yelton's environmental concerns and said there were no turbines proposed or cooling water at the site. With regards to Ms. Yelton's concerns with infiltration into groundwater, Mr. Abernethy said there were MSDS sheets that came with the modules and there were no toxic chemicals that prevented the modules from being disposed of in the landfill.

Julia Marshall of 8628 Middleton Pt. Lane, Edisto Is., South Carolina, shared that her family's land had been in the family since her grandfather had purchased it back between1940-1950. Ms. Marshall said the property had limited agricultural uses for harvesting timber and hunting leases. Ms. Marshal noted the residential use was limited by the land's inability to perk.

Nick Chirico of Gold Hill said he and his sister were co-owners of Carolina Perlite Company. Mr. Chirico said they had been approached by Birdseye several years ago about the possibility of the solar field. Mr. Chirico said the project would have to interface with the power line that ran in the back of Carolina Perlite's property. Mr. Chirico said they were amenable to the project in order to be able to maximize the value

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of the land. Mr. Chirico did not feel the project would interrupt his Company's operations and he noted that the power has to come from somewhere.

Susanne Todd, an attorney from Charlotte for the applicant, stated the site plan met all the County's ordinance requirements. Ms. Todd referred to safety issues that had been mentioned - both aviation and otherwise - and she noted that Birdseye was offering to provide training to all VFD in the County. Ms. Todd said new land use recommendations were factored into the decision for the chosen site. Ms. Todd felt if Rowan County was going to add a large-scale solar farm, the proposed site was the place to put it. Ms. Todd said an airpark resident told her they had the right to fly their plane over the proposed site at any time, which she agreed was true. However; Ms. Todd questioned whether the airport residents had the right to tell the other property owners what to do with their land. Ms. Todd said the County had approved amendments to its Zoning Ordinance that were intended to minimize the impacts of solar projects and she continued by highlighting those changes and discussing how Birdseye had exceeded the ordinance requirements in its proposal. Ms. Todd shared her opinion on the one-mile separation difference between solar farms. Ms. Todd felt that property owner Sam Nash was not being treated equally if Rowan County considered what Stanly County was doing (another large-scale solar farm). Ms. Todd said part of the Airpark had access to water but the rest of the area did not. Ms. Todd said the land use recommendations were guidelines. Ms. Todd said the application was consistent and also reasonable. Ms. Todd asked how the project could be detrimental to the community if citizens could not hear, see or smell the project. Ms. Todd continued by mentioning the economic benefits and taxes to be received over the life of the project. Ms. Todd said Birdseye had requested the four (4) years vested right due to being dependent on the start of construction/Duke Energy. In closing, Ms. Todd said none of the property owners that were adjacent to the site had expressed opposition to the application and she sought the Board's approval of the request.

James Schad of 124 Todd Drive, Mt. Gilead, NC sought the Board's support for the request. Mr. Schad said he believed in property rights and that he would like to be able to use the property for its highest and best use. Mr. Schad said he had his property logged about three (3) years ago and that the property would never perk. Mr. Schad continued by discussing the uses allowed in the zoning district for the area in question.

In response to an inquiry from Commissioner Klusman, Mr. Schad said he could grow trees on the property but it had not brought in the revenue he had hoped for.

At this point, Mr. Dees said the Chairman could close the public hearing unless there were questions of those who had spoken.

Commissioner Caskey referred to the safety aspect and flyer in the agenda packet for proposed fire training. Mr. Abernethy said he had talked to the Gold Hill VFD Chief and the Chief had made it clear he had concerns about his firefighters knowing how to

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respond at the solar site if there was an emergency. Mr. Abernethy said the Chief was under the impression there were no available curriculums. Mr. Abernethy said Birdseye had reached out to North Carolina State University and there were individualized training programs that had been developed. Mr. Abernethy said he had gotten back in touch with the Fire Marshal and VFD Chief to let them know that Birdseye was committed to provide in-person training for all first responders and anyone in the region that might respond to an emergency inside the solar farm fence line.

In response to Commissioner Caskey, Mr. Abernethy said there was an online training curriculum; however, Birdseye planned to hold in-person training on site. Mr. Abernethy said Birdseye reached out to the Fire Marshal about the training and she had suggested waiting until the decision on the project had been made by the Commissioners. According to Mr. Abernethy, Birdseye had never been asked to sponsor an emergency response training.

Commissioner Caskey raised questions regarding the tax value of the solar farm once it was built. Commissioner Caskey noted there was a state maximum tax rate the County could charge. Mr. Abernethy said the property would come out of the agricultural deferment program and then taxed at its valuation as a profit-making property. Mr. Abernethy said the business personal tax had an 80% tax abatement at the state level property tax and an accelerated appreciation schedule. Mr. Abernethy said the calculations were included in the information in the hearing binder.

Commissioner Caskey referred to an earlier public hearing held in the current meeting for Project Bishop. In comparison, the hearing was to consider an economic development tax incentive for an investment of approximately $400 million and the creation of 1,000 new jobs. Commissioner Caskey asked what the investment would be by the solar company and Mr. Abernethy said the investment was on the border of $90-$95 million and the calculations were set by the State.

With no further public input, Chairman Edds closed the public hearing.

Commissioner Caskey said dealing with property rights was always tough. Commissioner Caskey said the Board had approved several solar farms since he had been on the Board; however, none had been of this magnitude. Commissioner Caskey said he was glad the County had updated the ordinance regarding solar farms in order to help the Board make the right decisions for its citizens. Commissioner Caskey said the Board had agreed fifty (50) acres was the preferred size and the maximum acreage had been of importance to him when changing the ordinance. Commissioner Caskey was not in favor of supporting a solar farm that would be located within one (1) mile of another (Stanly County). Considering the request from a practical standpoint, Commissioner Caskey, said he would not want to live between two (2) giant solar farms. Commissioner Caskey discussed the safety aspect and expressed concern with online courses, which he felt were not the greatest. Commissioner Caskey said he understood

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Birdseye also wanted to provide some hands-on training. Commissioner Caskey, in closing, said the concerns that kept him from supporting the request was being located between two (2) large solar farms and he did not want Rowan County to get to the point of having larger and larger solar farms.

Commissioner Klusman said she was a retired dairy farmer on a farm that started in 1853 and she was also the mother of a pilot. Commissioner Klusman described farmers as conservationists. Commissioner Klusman said there were environmental rules for farmers to follow and the same rules applied for a tree farm. Commissioner Klusman said the Board had cleaned up its solar ordinance; however, she felt the Board should remember what the spirit and intent of the ordinance was. Commissioner Klusman said the word "preferred" had been used because the Board wanted to keep ther ability to allow our citizens to do what made sense on their farms and their property. where land won't do very much. Commissioner Klusman said she had visited the site and understood the soil there would not sustain a family. Commissioner Klusman said she knew how much work people had put into restoring historic Gold Hill to the place it is now. Commissioner Klusman said the spirit and intent of the ordinance allowed the Commissioners to be able to have larger solar farms. Commissioner Klusman reiterated that citizens had the right to use their property for the highest and best use. Commissioner Klusman said if the Board was going to choose a large site for a solar farm, the proposed location should be the site. Commissioner Klusman encouraged the Commissioners to approve the project.

Commissioner Greene said the Board was not required to approve any solar farm that did not meet the regulations. Commissioner Greene was of the opinion the proposed solar farm did not meet the regulations because of the distance from another solar project. Commissioner Greene disagreed with Attorney Todd who had stated the Stanly County solar farm did not "count". Commissioner Greene said the solar farm had access to water less than 2,000 feet away and therefore, there was the chance for future development. Commissioner Greene felt the proposed 500-acre solar farm would overshadow the community and change the nature of Gold Hill and it was not consistent or harmonious with the rest of the community. For the reasons, he had outlined, Commissioner Greene said he could not vote for the project.

Chairman Edds felt that over the years land in Rowan County had been cheap and for some time, the County had been desperate for development. Chairman Edds said when demand is not high then the prices are low and he felt the County became an easy target for some projects because the land was cheap. Chairman Edds said this was no longer the case and Rowan County land was valuable. Chairman Edds said when talking to the Economic Development Director (EDC), about projects coming Rowan County's way, one could see the County would be choosy about what it would accept.

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Chairman Edds expressed appreciation for Commissioner Caskey's inquiry and comments about the solar farm's total investment of $95 million as compared to an EDC incentive approved (earlier in the same meeting) for a $400 million project that would create 1,000 jobs. Chairman Edds gave examples of other EDC projects/job creation. Chairman Edds said as the Board weighed the projects and considered incentives, the Board considered the significant investment in order to benefit the community with jobs with the hope for people to improve their lives through those jobs from the private sector. Chairman Edds noted Birdseye had taken steps to address the concerns from the public and he appreciated how Birdseye had tried to fit the project. Chairman Edds said the solar farm would have a $95 million investment but with an 80% give back from the County and few jobs created, if any.

Chairman Edds shared several observations and noted he was not a real estate appraiser. Chairman Edds also mentioned he had achieved 37 hours of instructional time in an airplane and had been 3 hours away from obtaining his private pilot's license. Chairman Edds referred to Ms. Wiseman's comments and agreed that if he were considering moving from California to a pristine part of the country with an airpark there was no way he would choose the location if he had to look at 500 acres of solar.

Chairman Edds stated water access was close. Chairman Edds pointed out the new interchange built in southern Rowan County Water was put in with water and sewer approximately 6 to 7 miles away (the City of Kannapolis had agreed to install the water/sewer lines). In comparison, Chairman Edds said the proposed solar farm was only 1700 feet from water. Chairman Edds said the land would have tremendous value at some point.

Chairman Edds said historic Gold Hill had other assets, most of which was its people and they had worked hard to rebuild, reimagine and re-energize their community.

Chairman Edds said comments had been made that the Gold Hill Air Park was not necessarily an FAA airport. Chairman Edds said the comments had raised a question for him in that if the Board had put restrictions around the Mid-Carolina Regional Airport but not Gold Hill Air Park, was the County saying those pilots in Gold Hill had less value than those at the County's airport.

Chairman Edds disagreed with the issue of the Hwy 52 corridor and noted the ordinance did not say "on the road" or just mean road frontage. Chairman Edds pointed out that a housing subdivision nor an industry could be built only on the road frontage. Chairman Edds felt the spirit of the Hwy 52 corridor meant the County did not want to interrupt the corridor because of its opportunity and possibilities.

Chairman Edds believed Gold Hill would end up carrying an extremely large burden for the County because of the acreage that would be placed in solar. Chairman Edds said there would be a consolidation of 1200 acres of solar in the Gold Hill area. Chairman

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Edds said the Board was committed to private property rights but there was an asterisk because those rights also extended to the neighbors.

In closing, Chairman Edds said he could not support the request.

Following a brief discussion with Mr. Muire and Mr. Dees regarding procedural deliberations, Chairman Edds moved the following: Z 08-21 is not consistent with the Eastern Rowan Land Use Plan and is not reasonable based on following:

1. There is another solar energy system less than one (1) mile from the proposed site of this utility scale solar energy system.
2. The solar plan recommendation set fifty (50) acres as the maximum area for a solar facility, but that could be exceeded if all preferences were met, but in this case, they were not met.
3. The potentially high detrimental impact on the airport-based community that lies adjacent to the proposed site is not preferred.
4. Violates the solar ordinance by locating along the Hwy 52 corridor.
5. The site does have the potential to be served by water and/or sewer infrastructure.
6. The project is partially located in an existing industrial entrance.

The motion was seconded by Commissioner Pierce and passed 4-1 with Commissioner Klusman dissenting.

Commissioner Pierce moved to deny Z 08-21. The motion was seconded by Commissioner Caskey and passed 4-1 with Commissioner Klusman dissenting.

Chairman Edds called for a recess at 10:34 p.m.

Chairman Edds reconvened the meeting at 10:48 p.m.

7. PUBLIC HEARING FOR TA 02-21: TOM TURPIN AND PLANNING STAFF

Assistant Planning Director Shane Stewart presented the Staff report for Text Amendment (TA) 02-21. Mr. Stewart said the TA request was received from Tom Turpin to amend Section 21-34(c)(2)(a) of the Zoning Ordinance pertaining to allowed uses in the 85-ED-2 Zoning District. The Zoning Ordinance uses the Standard Industrial Classification (SIC) Manual as a means of identifying and categorizing uses by trade sector and organizing into a list of permitted and special uses allowed by zoning district. Currently, Motor freight transportation and warehousing (SIC 42), Wholesale trade – durable goods (SIC 50), and Wholesale trade – non-durable goods (SIC 51) are subject to the issuance of a special use permit. This request would shift these three (3) groups to permitted by right in the 85-ED-2 zoning district.

Mr. Stewart noted Planning Staff included some minor ordinance amendments to consider along with the requested change.

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Using a power point, Mr. Stewart reviewed the request and highlighted the proposed text amendments.

Procedurally, Mr. Stewart said the Board must develop a Statement of Consistency regarding the proposed zoning ordinance amendment describing whether its action was consistent with any adopted comprehensive plans.

Mr. Stewart reported the Planning Board met on October 25, 2021 and no one provided comments at the courtesy hearing held. The Planning Board voted 6-0 to recommend approval of the request with no changes based on the following Statement of Consistency: "TA 02-21 is consistent with the adopted land use plans and reasonable and appropriate based on the following: the request is beneficial to both business and commerce."

Chairman Edds opened the public hearing to receive public comment regarding TZ 02-21. With no one coming forward to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the following Statement of Consistency: "TA 02-21 is consistent with the adopted land use plans and reasonable and appropriate based on the following: the request is beneficial to both business and commerce." The motion was seconded by Commissioner Pierce and passed unanimously.

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

The text amendments were approved as follows. Existing text proposed for deletion appear ~~highlighted with strikethroughs~~ while new text appear as **bold red text.**

Chapter 14: NOISE

Sec. 14-12. - Permits to exceed.

(d) *Permit fee*. All applications for a permit to exceed shall be accompanied by a ~~twenty-five dollar ($25.00)~~ processing fee **as established by the board of commissioners**. This fee shall be nonrefundable except in cases of administrative error.

Chapter 21: ZONING ORDINANCE

Article III. Site Plans, Special Requirements, Rural Home Occupations, Special Use Permits, Conditional Zoning Districts, and Special Requirements in the NB district.
Sec. 21-51. Purpose.
Sec. 21-52. Site plan required.
Sec. 21-53. Permitted uses with special requirements **and rural home occupations (RHOs)**.
Sec. 21-54. ~~Maximum building size and setback requirements for certain uses listed as SR in the Rural Agricultural District~~.
Reserved
Sec. 21-55. General criteria for uses listed as SR in article III.
Sec. 21-56. Specific criteria for uses listed as SR in section 21-113.
Sec. 21-57. Review and approval of special uses.
Sec. 21-58. Review procedures.
Sec. 21-59. Evaluation criteria.
Sec. 21-60. Special use requirements for specific uses.
Sec. 21-61. Conditional zoning districts.
Sec. 21-62. Effect of approval for conditional zoning districts.

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Sec. 21-63. Application re-submittal for special use permits and conditional ~~zoning~~ districts.
Sec. 21-64. Conditional District Standards for Specific Uses.
Sec. 21-65. General criteria for uses listed as SR in the NB District in section 21-113.
Secs. 21-66--21-80. Reserved.
Article XII. Administration and Hearing Requirements
Sec. 21-311. Board of commissioners.
Sec. 21-312. Planning board.
Sec. 21-313. Board of adjustment (BOA).
Sec. 21-314. Planning department.
Sec. 21-315. Hearing procedures for zoning map and text amendments, **high density and** special use permits**,** ~~and~~ variances**,** and **appeals** ~~interpretations~~.
Sec. 21-316. Exceptions for mailed notice requirements for large-scale rezoning.
Sec. 21-317. High Density development permit application.
Secs. 21-318--21-330. Reserved
Article XIII. Appeals~~,~~ **and** Variances**.** ~~and Interpretations~~
Sec. 21-331. Appeals.
Sec. 21-332. Variances.
Sec. 21-333. Recordation of variances and conditions.
Sec. 21-334. ~~Interpretations~~ **Reserved**.
Sec. 21-335. Variance from watershed overlay.
Sec. 21-336. Judicial review of BOA decisions.
Secs. 21-337--21-360. Reserved.

Sec. 21-11. Permit choice, vested rights, and site-specific vesting plans.

Pursuant to G.S. 143-755, 160D-108, and 160D-108.1, provisions to secure a permit choice, vested right, or site-specific vesting plan shall be as follows:

(c) *Site-specific vesting plans*.

(1) Site-specific vesting plan. In accordance with G.S. 160D-108.1, a site-specific vesting plan means a plan submitted pursuant to this subsection describing with reasonable certainty the type and intensity of use for a specific parcel(s). The plan may be any one or more of the following plans or approvals: a planned development subdivision, a subdivision plat, a site plan, a special use permit, or a conditional zoning district ~~in accordance with section 21-281(2)~~.

Sec. 21-34. Economic development districts established for I-85.

(c) The district are labeled as 85-ED 1 through 4. "85" represents the relationship to I-85. "ED" represents the economic development designation for the sites.

(2) *85-ED-2.* In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the 85-ED-1 district then the 85-ED-2 district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

a. Certain industries shall be allowed as permitted uses with standards provided to protect adjacent neighborhoods. Other heavy industries and distribution and wholesale operations may be allowed as special uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Printing and publishing (SIC 27).

Drugs (SIC 283)

Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)

Rubber and miscellaneous plastics products (SIC 30).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

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Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Motor freight transportation and warehousing (SIC 42), except.

Dead storage of manufactured homes

Automobile dead storage (SIC 4226 pt.)

Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire (SIC 4226 pt.)

Non-Residential and Roof Mounted Solar Energy Systems (SIC 491 (pt)) subject to the size and locational restrictions of 21-56(6)c.

Service industries group:

Engineering and management services (SIC 87).

Wholesale trade group:

Wholesale trade--durable goods (SIC 50), except.

Motor vehicle parts, used (outdoor) [SIC 5015]

Scrap and waste materials (SIC 5093)

Wholesale trade--nondurable goods (SIC 51), except.

Livestock (wholesale) [SIC 5154]

Chemicals and allied products (SIC 516)

Petroleum and petroleum products (SIC 517)

b. The following are allowed with the issuance of a special use permit:

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Plastic materials, synthetic resins, etc. (SIC 282).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

~~Motor freight transportation and warehousing (SIC 42).~~

Transportation services (SIC 47).

Communications and telecommunication towers (SIC 48 (pt)).

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~~*Wholesale trade group:*~~

~~Wholesale trade--durable goods (SIC 50).~~

~~Wholesale trade--nondurable goods (SIC 51).~~

Services group:

Racing, including track operation (SIC 7948).

Sec. 21-53. Permitted uses with special requirements and rural home occupations (RHOs).

Uses listed as SR (Special Requirements) in section 21-113, except those in the NB zoning district, which are subject to section 21-65, shall comply with the pertinent regulations listed in the following subsections. Site plan approval by the zoning administrator shall be required unless expressly provided otherwise prior to issuance of a zoning permit and such approval shall be given if all requirements herein are met. The plan shall become part of the building permit.

(1) *Rural Home Occupations [RHO].*

a. *Purpose and Intent.* Rowan County recognizes the important role RHOs offer residents and the community in creating business opportunities to fulfill or supplement the resident's employment needs. Standards are established herein to protect adjoining properties from potential adverse impacts associated with these uses.

b. *Development Standards.* All proposed operations are subject to general standards identified in sections 21-~~54 through~~ 55, applicable specific standards in section 21-56, and other pertinent requirements of this chapter.

c. *Combination Use.* In addition to the principal residential use, development of a RHO may constitute a second principal use whose occupancy classification is subject to the North Carolina Building Code for non-residential use as determined by the Rowan County Inspections Department.

d. *Change in Operation.* RHOs permitted to comply with the provisions of section 21-55(2)~~b~~ shall be classified as non-conforming if a change in association between the residence and business operator occurs. As such, applicants should consider potential investment in the development of land and / or structures for RHOs and the inherent future limitations should the use become non-conforming. Many RHO locations would not adhere to the purpose and intent or land use recommendations for rezoning to a non-residential district.

(2) *Specific criteria for uses listed as SR.* The SR standards required in Section 21-~~54 &~~ 55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower (SIC 48 (pt)); and uses listed as SR in non-residential districts.

Sec. 21-54. ~~Maximum building size and setback requirements for RHOs.~~ Reserved

~~Building size and setbacks for certain uses listed as "SR" in Section 21-113 shall be as provided in this section.~~

~~(1) *Building size.* The maximum allowable building size for uses listed in section 21-113 as "SR" in the RA and RR districts shall not exceed ten (10) percent of the gross acreage of the lot, excluding right-of-way with a maximum of 12,000 sq. ft. in the RA district and 2,000 sq.ft. in the RR district. Existing accessory structures for personal use not associated with uses permitted in this section must be considered within the maximum allowable building size for the property listed in section 21-285.~~

~~(2) *Building Setbacks.* Maximum square footage and related setback requirements shall be as specified below.~~

~~*Building Square Footage*~~	~~*Setback, Front (in feet)*~~	~~*Setback, Side, Side Street and Rear Yards (in feet)*~~
~~0--2,000~~	~~30~~	~~20~~
~~2,001--4,000~~	~~40~~	~~30~~
~~4,001--8,000~~	~~50~~	~~40~~
~~8,001--12,000~~	~~60~~	~~50~~

~~Existing structures proposed for use as a rural home occupation that do not comply with these setbacks shall not be precluded from such use if all other requirements are met.~~

Sec. 21-55. General criteria for RHO uses listed as SR in Section 21-113.

Uses listed as SR in article III shall comply with the following criteria, as applicable:

(1) *Site plan.* A site plan shall be provided showing the existing lot and all existing and proposed buildings.

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(2) ***Residency.*** **The RHO business must be on or adjacent to the primary residence of the business owner / operator consistent with subsection (3) and located in either the RA or RR district.**

~~(2)~~ ~~*Location.* The RHO must be located on property which meets the following criteria:~~

~~a. The property must have at least thirty-five (35) feet of state road frontage. Properties that do not meet the requisite road frontage requirement are limited to a maximum building size of 2,000 sq. ft. and must comply with all other applicable standards herein.~~

~~b. The business must be on or adjacent to the primary residence of the business owner / operator but nonetheless shall be located on a lot containing required road frontage in subsection (a).~~

(3) ***Building size.*** **The aggregate or maximum square footage for a building(s) used as a RHO is based on the type of road frontage; lot acreage, excluding right of way; and zoning district, subject to:**

a. Location on a parcel containing at least thirty-five (35) feet of state road frontage.

1. 10% of the lot size with a maximum of 12,000 sq.ft. in the RA district.

2. 10% of the lot size with a maximum of 2,000 sq.ft. in the RR district.

b. Location on a parcel not meeting road frontage standard of 21-55 (3)(a).

1. 10% of the lot size with a maximum of 2,000 sq.ft. in the RA and RR districts.

Existing accessory structures for personal use not associated with uses permitted in this section must be considered within the maximum allowable building size for the property listed in section 21-285.

(4) ***Building Setbacks.*** **Setback requirements shall be as specified below.**

Building Square Footage	*Setback, Front (in feet)*	*Setback, Side, Side Street and Rear Yards (in feet)*
0--2,000	30	20
2,001--4,000	40	30
4,001--8,000	50	40
8,001--12,000	60	50

Existing structures proposed for use as a rural home occupation that do not comply with these setbacks shall not be prevented from such use if all other requirements are met.

~~(3)~~ **(5)** *Lighting.* The lighting shall be shielded to prevent light and glare spillover to adjacent residentially developed properties.

~~(4)~~ **(6)** *Square footage.* The maximum square footage allowed for a use shall include all buildings used for retail sales of any type on that property.

~~(5)~~ **(7)** *Parking.* Parking shall be provided off-street subject to article VII for that use.

~~(6)~~ **(8)** *Signage.* Signage shall be as prescribed in article VIII for the underlying district.

~~(7)~~ **(9)** *Noise.* Noise shall not exceed the levels prescribed in the county noise ordinance for residential districts.

~~(8)~~ **(10)** *Outdoor storage.* All outside storage areas including dumpsters shall be:

a. Sited to the rear of the building;

b. Not within the required setbacks.

c. Outdoor storage shall be screened as provided in article IX for that use.

~~(9)~~ **(11)** *Smoke, odors and dust.* The use will not create any smoke, odors, or dust at a level discernible at any of its lot lines.

~~(10)~~ **(12)** *Required licenses and permits.* The applicant shall provide a copy of all required licenses and permits prior to issuance of a zoning permit.

~~(11)~~ **(13)** *Handling waste and other by-products.* A description shall be provided of the method of collecting, handling, disposal and storage of all wastes, by-products, scraps, etc. which meets all applicable federal, state and local regulations and all other requirements of this chapter.

~~(12)~~ **(14)** *Activities.* Manufacturing activities are confined to the building.

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~~(13)~~ **(15)** *Outdoor display.* Outdoor display shall be limited to two thousand five hundred (2,500) square feet unless otherwise provided.

~~(14)~~ **(16)** *Screening*. Any structures and operational areas used for the business must be screened in accordance with Article IX. This requirement does not apply to a residence(s) on the same parcel or an adjacent parcel if in the same ownership as the land on which the RHO is located or is owned by an immediate family member as defined by this ordinance.

Sec. 21-241. Noise.

(b) *Applicability.* Regardless of zoning district, all existing uses in the mining and manufacturing division of the Standard Industrial Classification (SIC) and those seeking special use **or conditional district** approval in the transportation, communications, electric, gas, sanitary services, Services, and unclassified divisions of section 21-113, the table of uses, shall be subject to the decibel based standards of this section.

Sec. 21-315. Hearing procedures for zoning map and text amendments, high density and special use permits, variances, and appeals~~, and interpretations~~.

(1) Public notice. The following notice requirements shall apply to legislative, courtesy, and quasi-judicial hearings required by this chapter as indicated below except as provided in section 21-316 and otherwise indicated herein:

b. Mailed notice. In addition to the newspaper notice required above, the administrator shall provide mailed notice to the owner(s)~~,~~ **and** applicant~~,~~ of the subject property(s) and all property owners according to the county tax listings within one hundred (100) feet of the parcel(s) **or proposed rezoning boundary** ~~subject to the proposed action~~ for the above referenced requests except only mailed notice to the applicant of a text amendment. For the purposes of this section, the distance encompassed by a street, railroad, or other transportation corridor is not included within the one hundred (100) foot distance for adjacent properties. The notice must be deposited in the mail at least ten (10) days but not more than twenty-five (25) days prior to the hearing date. If, in the discretion of the administrator, the potential impact of the proposed action or the configuration of land parcels in the area warrants notification of additional property owners beyond this distance, such notice shall be provided.

(4) *Conduct of hearing.*

d. *Written citizen comments.* If a resident or property owner in the county submits a written statement regarding a proposed amendment, modification, or repeal to a zoning regulation authorized by G.S. 160D, Article 7 to the clerk to the **respective** board ~~of commissioners~~ at least two (2) business days prior to the proposed vote on such change, the clerk shall deliver the statement to the board. If the proposed change is the subject of a quasi-judicial proceeding, the clerk to the respective board shall provide only the names and addresses of the individuals providing written comment, which shall not disqualify any board member from voting.

(7) *Action.* Once a legislative or courtesy hearing is closed, the appropriate decision-making body shall take some form of action during the same meeting. Such action may include continuing the hearing to a later meeting. In cases where the planning board is authorized to make a recommendation, the board shall follow action procedures of Article XIV.

In quasi-judicial decisions, the board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the chair or other duly authorized member of the board and is effective upon filing with the **clerk to the respective board** ~~Planning Department~~.

ARTICLE XIII. APPEALS~~,~~ AND VARIANCES. ~~AND INTERPRETATIONS~~

Sec. 21-331. Appeals.

Appeals of orders or decisions of the zoning administrator shall be conducted as follows:

(1) *Notice of appeal.* Any person who has standing under G.S. 160D-1402 (c) or the county may appeal any order or decision of any administrator of this chapter to the board of adjustment (BOA). An appeal is initiated by filing a written notice of appeal with the clerk to the Board of Adjustment, which specifies the grounds for the appeal. The clerk shall note the date and time of receipt of the appeal. **The BOA shall hear all appeals within a reasonable time except as referenced in subsection (3).**

(3) *Stay of action.* An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from and accrual of any fines assessed during the pendency of the appeal to the BOA and any subsequent appeal in accordance with G.S. 160D-1402 or during the pendency of any civil proceeding authorized by law or appeals therefrom, unless the administrator who made the decision certifies to the BOA after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the development regulation. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed,

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the appellant may file with the official a request for an expedited hearing of the appeal, and the BOA shall meet to hear the appeal within fifteen (15) days after such a request is filed. ~~The BOA shall hear and decide all other appeals with a reasonable time.~~ Notwithstanding the foregoing, appeals of decisions granting a development approval or otherwise affirming that a proposed use of property is consistent with the development regulation shall not stay the further review of an application for development approvals to use such property; in these situations the appellant or county may request and the BOA may grant a stay of a final decision of development approval applications affected by the issue being appealed.

Sec. 21-332. Variances.

Requests for a variance from the requirements of this chapter shall be in accordance with the following criteria:

(1) *Application for variance.* An application for a variance shall be submitted to the BOA by filing a copy of the application with the administrator in the planning department. Hearings for such applications shall be in conformance with the applicable provisions of Article XII. **The BOA shall hear variance requests within a reasonable time.**

Sec. 21-362. Map amendments (rezoning).

(o) *Statute of limitation*. An action challenging the validity of a zoning map amendment adopted pursuant to this subsection shall be brought within ~~one (1) year~~ **sixty (60) days** of adoption.

8. FINANCIAL REPORTS

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

- Annual Cumulative Expenditure Comparisons as of October in FY 2021-22. $48,318,848
- Annual Cumulative Revenue Comparisons as of October in FY 2021-22. $70,767,661
- Annual Cumulative Current Year Property Tax Comparisons as of September in FY 2021-22. $55,528,366
- Annual Cumulative Sales Tax Comparisons as of July in FY 2021-22. $2,907,308

9. BUDGET AMENDMENTS

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

- Finance requested an encumbrance budget amendment to allocate restricted sales tax set aside for capital improvements by RSS and KCS in prior years that has not yet been used. $3,070,740
- County Manager – Requesting use of ARPA funds to distribute to distribute to all the Fire Districts and Rescue Squad in Rowan County. Board approved allocation on November 1, 2021. Budget amendment is to match the request. $1,250,000

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

10. ADJOURNMENT

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There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 10:56 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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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:	Valerie Steele, Airport & Transit Director
DATE:	11/10/2021
SUBJECT:	Hangar Development - TBE WA for Design and Bidding

Work Authorization for the design and bidding of new hangar development project. The project includes development of a Public Safety Hangar, a Corporate Hangar and a set of three (3) box hangars.

Approve the Work Authorization (contract) for the hangar development project by Talbert, Bright & Ellington, Inc. (TBE #3708-2103) for entry to the contract control process and signature by the County Manager..

ATTACHMENTS:

Description	Upload Date	Type
WA TBE #3708-2103 Hangar Development	11/10/2021	Exhibit

WORK AUTHORIZATION

ENGINEERING CONSULTING SERVICES BY:
TALBERT, BRIGHT and ELLINGTON, INC.

FOR:
NEW HANGAR BUILDINGS

AT:
MID-CAROLINA REGIONAL AIRPORT

REFERENCING:
NCDOT-DOA #:

TBE #3708-2103

I. PROJECT SUMMARY

Mid-Carolina Regional Airport (RUQ) proposes to develop the following:

- Public Safety Hangar
- Three (3) Box Hangars
- Corporate Hangar

The following assumptions were made for the purpose of this Work Authorization.

1. Public Safety Hangar

- Hangar
  - 150-foot wide by 100-foot-deep hangar (15,000 SF)
  - Group 2 Type 2 (000) Maintenance Hangar
  - Design aircraft: Bell 412 Utility Helicopter (56.0833-foot length including rotors by 15.0 feet high)
  - Design aircraft: Gulfstream G500 (87.0833-foot wingspan by 91.16-foot length by 25.5-foot tail height)
  - Foam-water fire protection system with wheeled and portable fire extinguishers
  - Hydraulic hangar door – 120 feet clear width by 28 feet clear height
  - Concrete slab on grade designed for design aircraft capacity
  - Roof slopes will match existing 1:12 pitch
  - Factory-finished exterior metal panels for wall and roof – colors will match existingstandard colors
  - Factory-finished interior metal liner wall panels to10' inside hangar
  - Exterior man doors as required with glazed panels
  - Vinyl-faced reinforced insulation (R-30 at roof with thermal blocks, R-19 at walls withthermal tape)
  - Painted exposed steel structure in hangar

- 3-color, 3-part resinous flooring in hangar
- Water heater
- Emergency eye wash and deluge shower
- Utility sink
- Supply for ice maker and refrigerator
- Waste for ice maker
- Waste for lavatory cart
- One (1) interior hose bib and one (1) frost-proof exterior hose bib
- Internally drained hangar floor with fuel-oil-water separator and backup
- Downspouts to terminate into storm system drainage
- Supply and exhaust fans
- HVLS fans
- Aircraft grounding system
- Lightning arrest system
- High bay LED interior lighting
- Exterior lighting and building-mounted apron lighting (photocell/timeclock)
- Building obstruction lighting (photocell)
- 120V convenience receptacles
- Two (2) 208V tug charger receptacles inside hangar
- 480V power for hangar door
- Two (2) 100A 600V aircraft GPU receptacles (one inside, one outside)
- Generator and Automatic Transfer Switch (ATS)

- Office
  - 100-foot wide by 25-foot-deep (2,500 SF)
  - Training room/emergency operations for 16 persons
  - Kitchen/Breakroom
  - Rest rooms with showers and lockers
  - 400 SF office space
  - Laundry room
  - Parts storage room
  - First aid room
  - 3-6 dormitories
  - Separate area for Novant with office, rest room and storage
  - No fire protection (other than portable fire extinguishers)
  - Plumbing, Mechanical and Electrical systems
  - Junction boxes and conduit to above ceiling for IT only (no cable or infrastructure)
  - Underground conduits into electrical room for future IT connections

2. Three (3) Box Hangars

- One (1) 56-foot-wide by 62-foot-deep row hangars (3,472 SF)
- Two (2) 65-foot-wide by 62-foot-deep row hangars (4,030 SF each)
- Group 3 Type 2 (000) Storage Hangar
- Design aircraft: King Air 100 (46-foot wingspan, 40 feet long, 15.5-foot tail height)

- No fuel transfer, welding, torch cutting, torch soldering, doping or spray painting in the hangar area
- No fire protection system (other than wheeled and portable fire extinguishers)
- Hydraulic hangar door – clear width (TBD) by 18-foot clear height
- Concrete slab on grade designed for design aircraft capacity
- Roof slopes will match existing 1:12 pitch
- Factory-finished exterior metal panels for wall and roof – colors will match existing standard colors
- Factory-finished interior metal liner wall panels to10 feet inside hangar
- Exterior man doors as required with glazed panels
- Vinyl-faced reinforced insulation (R-30 at roof with thermal blocks, R-19 at walls with thermal tape)
- Painted exposed steel structure in hangar (bid alternate)
- Internally drained hangar floor with fuel-oil-water separator and backup
- Downspouts will daylight with splash blocks
- Exhaust fans
- Aircraft grounding system
- Lighting arrest system
- High bay LED lighting
- Exterior lighting and building-mounted apron lighting (photocell/timeclock)
- Building obstruction lighting (photocell)
- 120V convenience receptacles (3-4 per bay)
- Electrical breaker box located outside of building
- Separately meter each tenant space

3. Corporate Hangar with Charter Management and Flight School

- Hangar
  - 150-foot wide by 100-foot-deep hangar (15,000 SF)
  - Group 2 Type 2 (000) Maintenance Hangar
  - Design aircraft: Gulfstream G500 (87.0833-foot wingspan by 91.16-foot length by 25.5-foot tail height)
  - Foam-water fire protection system with wheeled and portable fire extinguishers
  - Hydraulic hangar door – 120 feet clear width by 28-foot clear height
  - Concrete slab on grade designed for design aircraft capacity
  - Roof slopes will match existing 1:12 pitch
  - Factory-finished exterior metal panels for wall and roof – colors will match existing standard colors
  - Factory-finished interior metal liner wall panels to10 feet inside hangar
  - Exterior man doors as required with glazed panels
  - Vinyl-faced reinforced insulation (R-30 at roof with thermal blocks, R-19 at walls with thermal tape)
  - Painted exposed steel structure in hangar
  - 3-color, 3-part resinous flooring in hangar
  - Water heater
  - Emergency eye wash and deluge shower

- Utility sink
- Supply for ice maker and refrigerator
- Waste for ice maker
- Waste for lavatory cart
- One (1) interior hose bib and One (1) frost-proof exterior hose bib
- Internally drained hangar floor with fuel-oil-water separator and backup
- Downspouts to terminate into storm system drainage
- Supply and exhaust fans
- HVLS fans
- Aircraft grounding system
- Lightning arrest system
- High bay LED interior lighting
- Exterior lighting and building-mounted apron lighting (photocell/timeclock)
- Building obstruction lighting (photocell)
- 120V convenience receptacles
- Two (2) 208V tug charger receptacles inside hangar
- 480V power for hangar door
- Two (2) 100A 600V aircraft GPU receptacles (one inside, one outside)
- Generator and Automatic Transfer Switch (ATS)

- Office
  - 100-foot deep by 45-foot-wide (4,500 SF), single story
  - 2-hour fire rated shaft wall separation from hangar
  - Public areas:
    - Public lobby with reception
    - Concierge area
    - Publix unisex restrooms
    - Storage
  - Flight School areas:
    - Training room
    - Conference room
    - Bathroom with shower
    - Chief Pilot office
    - Director of Operations office
    - Owner's office
    - Break room
    - Staff rest room
    - Storage
  - Charter Operations areas:
    - Briefing room
    - Aircraft Manager's office
    - Maintenance office
    - Pilot's lounge
    - Quiet room
    - Pilot bathroom with shower
    - Storage

- Other areas service from hangar:
  - Parts storage
  - Lav cart
  - Galley
  - Mechanic's restrooms with showers and lockers
  - Storage
  - Electrical room
  - Custodial area
- Wet fire protection system with portable fire extinguishers
- Plumbing, Mechanical and Electrical systems
- Junction boxes and conduit to above ceiling for IT only (no cable or infrastructure)
- Underground conduits into electrical room for future IT connections

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Architectural and Engineering Services will be provided for preparation of design and bidding of the contract plans and specifications for one (1) schedule of work contained in one (1) set of bid documents, with the intent of all the work being funded by Rowan County, as depicted in the attached exhibits, for the Mid-Carolina Regional Airport in accordance with the Master Contract. This proposal for Schematic Design through Bidding and Permitting includes Ground Survey, Geotechnical, Architectural, Structural, Fire Protection, Plumbing, Mechanical, Electrical, and Civil Services for the above referenced Project Summary.

III. DESIGN CRITERIA AND REQUIREMENTS

- ADO Generated "Airport Sponsor Grant Expectations"
- FAA AC 150/5300-13A; Airport Design
- FAA AC 150/5320-6F; Airport Pavement Design and Evaluation
- FAA AC 150/5340-1M; Standards for Airport Markings
- FAA AC 150/5370-2G; Operational Safety On Airports During Construction
- FAA AC 150/5370-10H; Standards for Specifying Construction of Airports
- FAA AC 150/5340-30J Design and Installation Details for Airport Visual Aids

*Advisory Circulars used will be most up to date versions.

IV. WORK TASKS

BASIC SERVICES

The Engineer will prepare one (1) set of plans and specifications as part of the Design Phase services. The Architect and Engineer will prepare the following packages throughout design and bidding of the project:

SCHEMATIC DESIGN PHASE PACKAGE:

- Meeting with Owner to confirm program requirements
- Verify code and construction requirements
- Conduct geotechnical borings and provide evaluation report for the buildings
- Provide architectural package including plans, elevations and written narrative for project area
- Provide structural engineering written narrative
- Provide fire protection, plumbing, mechanical, electrical, and civil written narratives
- Meeting to approve schematic design deliverable

CONSTRUCTION DOCUMENT PACKAGE:

- General coordination with design team
- Provide background plans to design team
- Provide project construction documents plans and specifications for the project
- Participate in on-site meetings as required with the Owner to review project deliverables

BIDDING AND PERMITTING PACKAGE:

- Notify potential contractors and coordinate pre-advertisement meeting
- Submit plans to County for obtaining building permit
- Submit plans to NCDEQ for obtaining grading permit
- Respond to plan reviewer comments and revise plans as required
- Assist in distribution of plans and specifications to bidders
- Attend on-site pre-bid conference
- Respond to bidders' questions and requests for clarifications
- Prepare addenda as required
- Attend on-site bid opening
- Prepare bid tabulation of received bids
- Recommend low bidder to Owner
- This proposal includes only one bid advertisement, pre-bid conference and bid opening

Note: This Work Authorization does not include preparing a WBE/MBE/DBE plan or goal, nor will one be used for the project, since the construction will be funded by the County.

V. PROJECT SCHEDULE

Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer. Assumed schedule is as follows:

Phase	*Timeframe*
▪ Schematic Design Phase	2 months
▪ Construction Document Phase	4 months
▪ Bidding and Permitting	1 to 2 months

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

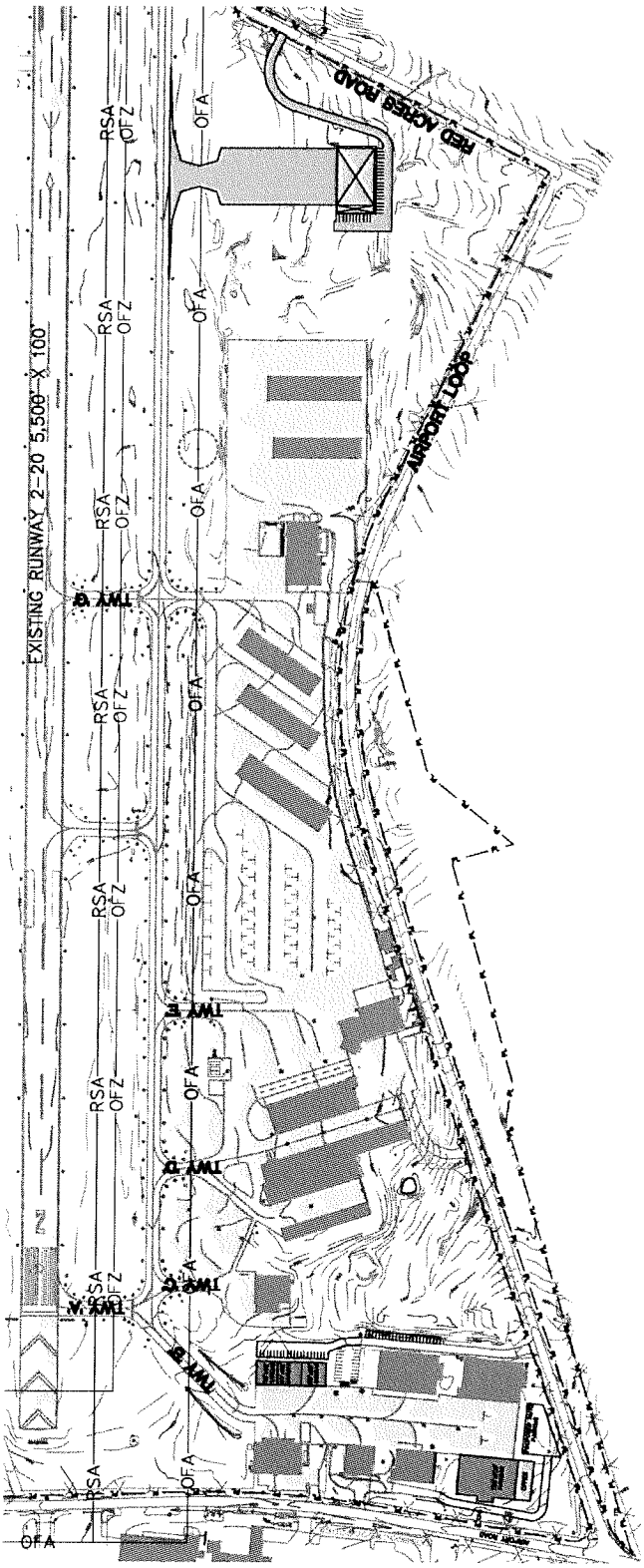
It is assumed that the design will follow standard FAA requirements and one (1) primary schedule of work will be provided (in one plan/specification set), with the intent of project funding being provided by one grant. It is assumed that at least three (3) responsive bids will be obtained during the first bid opening, so only one (1) bid opening is required, consistent with North Carolina Bidding Statutes. See Sections "I" and "II" above for additional assumptions related to the proposed scope of services.

VII. CONTACT/CLOSING

Agreed as to Scope of Services, Time Schedule, and Budget:

OWNER:	**ENGINEER:**
ROWAN COUNTY	**TALBERT, BRIGHT and**
130 West Innes Street	**ELLINGTON, INC.**
Salisbury, NC 28144	**3525 Whitehall Park Drive**
704-216-8180	**Suite 210**
	Charlotte, NC 28273
	704-426-6070
BY:	BY:
TITLE:	TITLE: VICE PRESIDENT
DATE:	DATE: 10/19/2021
WITNESS:	WITNESS:

Project Sketch



APPENDIX A: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services, but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

a. Effective date of contract.
b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
c. Nature, extent, and character of the project, the location thereof, and the time limitations.
d. Services, including performance and delivery schedules, to be rendered by the consultant.
e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
f. Delineation of the duties and responsibilities of the resident engineer/inspector.
g. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
k. Provision for the termination of the consultant services before completion of work.
l. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
m. Provision for preparation of an Engineer's Design Report and Final Report.

APPENDIX B: BASIC SERVICES LUMP SUM FEE AND NOT TO EXCEED

SUMMARY OF FEES

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

DESCRIPTION		ESTIMATED COST
BASIC SERVICES		
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	$	8,214.00
DESIGN PHASE (04)	$	132,912.00
BIDDING PHASE (05)	$	9,342.00
CONSTRUCTION ADMINISTRATION PHASE (06)	$	-
SUBTOTAL	$	150,468.00
EXPENSES	$	4,285.00
SUBTOTAL	$	4,285.00
SUBCONSULTANTS	$	1,110,330.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	$	-
SUBTOTAL	$	1,110,330.00
ADDITIONAL SERVICES		
ADDITIONAL SERVICES - CATEX	$	5,619.00
TOTAL	$	1,270,702.00

MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN $ 226	PM $ 205	SP $ 150	E5 $ 172	E4 $ 138	E2 $ 102	E1 $ 80	T5 $ 102	T2 $ 71	AD5 $ 79	AD3 $ 66
Preliminary project review w/Owner	2	0	4	0	0	0	0	0	0	0	0
Preliminary meetings with hangar tenants	0	8	0	0	0	0	0	0	0	0	0
Develop project scope/contract/revisions	2	4	4	0	0	0	0	0	0	0	2
Coordinate with subconsultants	2	4	0	0	0	0	0	0	0	0	2
Determine project approach	0	4	0	0	0	2	0	0	0	0	2
Develop preliminary estimate	0	2	0	2	0	0	0	2	0	0	0
MANHOUR TOTAL	6	22	8	2	0	2	0	2	0	0	6

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	$ 226	6	$ 1,356
Project Manager	PM	$ 205	22	$ 4,510
Senior Planner	SP	$ 150	8	$ 1,200
Engineer V	E5	$ 172	2	$ 344
Engineer IV	E4	$ 138	-	$ -
Engineer II	E2	$ 102	2	$ 204
Engineer I	E1	$ 80	-	$ -
Technician V	T5	$ 102	2	$ 204
Technician II	T2	$ 71	-	$ -
Admin. Assistant IV	AD5	$ 79	-	$ -
Admin. Assistant III	AD3	$ 66	6	$ 396
		Total	48	
SUBTOTAL				*$ 8,214.00*

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	$ 25	1	$ 25
Postage	LS	$ 25	1	$ 25
Miscellaneous expenses (prints, faxes, copies)	LS	$ 50	1	$ 50
Travel	LS	$ 50	1	$ 50
SUBTOTAL				*$ 150.00*

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Ground Surveying	LS	$ 56,680	1	$ 56,680
Geotechnical Investigation	LS	$ 26,000	1	$ 26,000
SUBTOTAL				*$ 82,680.00*

TOTAL PRELIMINARY ELIGIBLE COST: $ 91,044.00

MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

DESIGN PHASE (04)

DESCRIPTION	PRIN $ 226	PM $ 205	SP $ 150	E5 $ 172	E4 $ 138	E2 $ 102	E1 $ 80	T5 $ 102	T2 $ 71	AD5 $ 79	AD3 $ 66
PLANS											
Cover Sheet	0	0	0	0	0	0	0	2	2	0	0
Construction Safety and Phasing Plans	0	2	0	2	0	4	0	12	8	0	0
Geometric Layout and Marking Plans	2	4	0	8	0	24	0	20	8	0	0
Utility and Site Plans	0	16	0	8	0	32	0	36	8	0	0
Grading, Drainage and Erosion Control Plans	0	4	0	2	0	18	0	24	4	0	0
Miscellaneous Details	0	2	0	4	0	4	0	0	4	0	0
DESIGN											
Coordination/Meetings with Client, and FAA	4	8	4	0	0	0	0	0	0	0	0
Design coordination meetings	4	48	4	48	0	36	0	0	0	0	0
Sequence of construction	2	8	0	2	0	8	0	0	0	0	0
Construction safety and phasing plan	2	12	0	4	0	4	0	16	2	0	0
Ramp and parking lot layouts	0	6	0	24	0	8	0	36	0	0	0
Grading and Drainage design	0	36	0	48	0	4	0	60	0	0	0
Utility design	0	32	0	40	0	4	0	48	0	0	0
Prepare/submit (2) 7460's for each building	0	0	0	0	8	0	0	0	0	0	0
City/County permitting submittals	0	4	0	8	0	0	0	8	2	0	0
NCDEQ submittals	0	0	0	8	0	4	0	0	0	0	2
Specifications	0	8	0	0	0	8	0	0	0	0	4
Quantities	0	4	0	4	0	2	0	4	0	0	0
Quality assurance	4	8	0	0	0	0	0	0	0	0	0
Revisions	0	2	0	4	0	8	0	4	2	0	0
MANHOUR TOTAL	18	204	8	214	8	168	0	270	40	0	6

MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

DESIGN PHASE (04)

DIRECT LABOR EXPENSES:

CLASSIFICATION			BILL RATE	EST. MHRS		EST. COST
Principal	PRIN	$	226	18	$	4,068
Project Manager	PM	$	205	204	$	41,820
Senior Planner	SP	$	150	8	$	1,200
Engineer V	E5	$	172	214	$	36,808
Engineer IV	E4	$	138	8	$	1,104
Engineer II	E2	$	102	168	$	17,136
Engineer I	E1	$	80	-	$	-
Technician V	T5	$	102	270	$	27,540
Technician II	T2	$	71	40	$	2,840
Admin. Assistant IV	AD5	$	79	-	$	-
Admin. Assistant III	AD3	$	66	6	$	396
			Total	936		
SUBTOTAL					*$*	*132,912.00*

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT		UNIT RATE	EST. UNITS		EST. COST
Telephone	LS	$	50	1	$	50.00
Postage	LS	$	50	1	$	50.00
Miscellaneous expenses (review fees, prints, faxes, copies)	LS	$	175	1	$	175.00
Travel	LS	$	60	4	$	240.00
SUBTOTAL					*$*	*515.00*

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION			UNIT RATE	EST. UNITS		EST. COST
Architect - The Wilson Group	LS	$	1,027,650	1	$	1,027,650.00
SUBTOTAL					*$*	*1,027,650.00*

TOTAL DESIGN ELIGIBLE COST: **$ 1,161,077.00**

MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

BIDDING PHASE (05)

DESCRIPTION	PRIN $ 226	PM $ 205	SP $ 150	E5 $ 172	E4 $ 138	E2 $ 102	E1 $ 80	T5 $ 102	T2 $ 71	AD5 $ 79	AD3 $ 66
Coordinate advertisement	0	0	0	0	2	0	0	0	0	1	0
Distribute bid documents	0	0	0	0	0	0	0	0	2	2	0
Prebid meeting	0	6	0	0	0	0	0	0	0	0	0
Bidder question & answers	0	4	0	0	6	2	0	0	0	0	0
Prepare addenda	0	8	0	0	6	2	0	2	4	2	0
Bid opening, tabulation	0	8	0	0	0	0	0	0	0	2	0
Recommendation of Award	0	2	0	0	0	0	0	0	0	1	0
MANHOUR TOTAL	0	28	0	0	14	4	0	2	6	8	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	$ 226	0	$ -
Project Manager	PM	$ 205	28	$ 5,740
Senior Planner	SP	$ 150	0	$ -
Engineer V	E5	$ 172	0	$ -
Engineer IV	E4	$ 138	14	$ 1,932
Engineer II	E2	$ 102	4	$ 408
Engineer I	E1	$ 80	0	$ -
Technician V	T5	$ 102	2	$ 204
Technician II	T2	$ 71	6	$ 426
Admin. Assistant IV	AD5	$ 79	8	$ 632
Admin. Assistant III	AD3	$ 66	0	$ -
		Total	62	
SUBTOTAL				*$ 9,342.00*

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	$ 50	1	$ 50.00
Postage	LS	$ 100	1	$ 100.00
Copying	LS	$ 750	1	$ 750.00
Reproduction	LS	$ 800	1	$ 800.00
Advertisement	LS	$ 1,600	1	$ 1,600.00
Miscellaneous expenses (prints, faxes, copies)	LS	$ 200	1	$ 200.00
Travel	LS	$ 60	2	$ 120.00
EXPENSE DESCRIPTION				*$ 3,620.00*

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
-	-	-	-	-
SUBTOTAL				*$ -*

TOTAL BIDDING ELIGIBLE COST: $ 12,962.00

MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

ADDITIONAL SERVICES - CATEX

DESCRIPTION	PRIN $ 226	PM $ 205	SP $ 150	E5 $ 172	E4 $ 138	E2 $ 102	E1 $ 80	T5 $ 102	T2 $ 71	AD5 $ 79	AD3 $ 66
Prepare Categorical Exclusion	2	4	24	0	0	0	0	0	0	8	0
MANHOUR TOTAL	2	4	24	0	0	0	0	0	0	8	0

DIRECT LABOR EXPENSES:

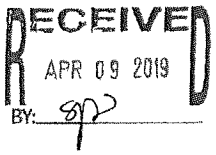
CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	$ 226	2	$ 452
Project Manager	PM	$ 205	4	$ 820
Senior Planner	SP	$ 150	24	$ 3,600
Engineer V	E5	$ 172	-	$ -
Engineer IV	E4	$ 138	-	$ -
Engineer II	E2	$ 102	-	$ -
Engineer I	E1	$ 80	-	$ -
Technician V	T5	$ 102	-	$ -
Technician II	T2	$ 71	-	$ -
Admin. Assistant IV	AD5	$ 79	8	$ 632
Admin. Assistant III	AD3	$ 66	-	$ -
		Total	38	
SUBTOTAL				*$ 5,504.00*

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	$ 10	1	$ 10
Postage	LS	$ 20	1	$ 20
Miscellaneous expenses (prints, faxes, copies)	LS	$ 25	1	$ 25
Travel	LS	$ 60	1	$ 60
SUBTOTAL				*$ 115.00*

TOTAL CATEX COST: $ 5,619.00

APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER CONTRACT BETWEEN ENGINEER AND OWNER



CONTRACT

FOR ENGINEERING, PLANNING AND RELATED SERVICES
FOR
ROWAN COUNTY

This AGREEMENT is made this 1 day of April, 2019 by and between ROWAN COUNTY, a body politic and corporate under the laws of the State of North Carolina, hereinafter called the **OWNER**, and TALBERT, BRIGHT & ELLINGTON, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the **ENGINEER**.

WHEREAS, the **OWNER** intends planning and engineering services for the future development of Mid-Carolina Regional Airport and other improvements and such other work for the **OWNER** as may be mutually agreed to, hereinafter called the Project, and

WHEREAS, the **OWNER** desires to engage a qualified and experienced engineer to perform professional engineering services for a period of five (5) years with an option of extending such services for an additional five (5) years and hereinafter set forth, and the **ENGINEER** has represented that it is qualified to provide such services and desires to do so.

NOW THEREFORE, the **OWNER** and the **ENGINEER**, for the considerations hereinafter set forth, agree as follows:

GENERAL

For the purpose of this CONTRACT, the Airport Manager is hereby designated as the **OWNER**'s representative to act for the **OWNER** in giving approvals and authorizations for the **OWNER** as hereinafter required and set forth. The **ENGINEER** will be notified in writing of any change in representation.

When mutually agreed by the **OWNER** and the **ENGINEER**, and after having received from the **OWNER** written approval of the **ENGINEER**'s Work Authorization, including an estimated cost for specified services, the **ENGINEER** shall provide professional engineering services as described below.

SECTION I – BASIC SERVICES

A. **Project Development Phase:** After authorization to proceed the **ENGINEER** shall:

1. Consult with **OWNER**, state, and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.

2. Advise **OWNER** as to the necessity of **OWNER**'s providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the **OWNER** in contracting for such services.

3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.

4. Prepare preliminary cost estimate for the Project.

5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.

6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.

7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the **OWNER** for submission to government agencies.

8. Assist the **OWNER** in obtaining financing for project.

9. Perform additional work as described and required by the work authorizations.

B. **Design Phase:** After written authorization to proceed the **ENGINEER** shall:

1. In consultation with the **OWNER** and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.

2. Prepare an **ENGINEER**'s report in accordance with FAA criteria, which shall include but not necessarily be limited to:

   a. An analysis and reasons for the design choices;
   b. An analysis of the manner in which the work will be accomplished; and
   c. A project cost estimate based upon the final design.

3. Advise the **OWNER** of needed special services as described in Section II – Special Services and assist the **OWNER** in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).

4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by **OWNER**, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.

5. Assist **OWNER** in submitting appropriate documents to state and federal agencies for necessary approvals and permits.

6. Furnish to the **OWNER** two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.

7. Perform additional work as described and required by work authorizations.

C. **Construction Phase:** During the Construction Phase, the **ENGINEER** shall provide the following services:

1. Assistance to the **OWNER** in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.

2. Assistance in preparation of formal contract documents for the award of construction contract.

3. Consult with and advise the **OWNER** and act as provided in the approved construction specifications and contract documents.

4. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. **ENGINEER** shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). **ENGINEER**'s efforts will be directed toward providing a greater degree of confidence for **OWNER** that the completed work of Contractor(s) will conform to the contract documents, but **ENGINEER** shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such

visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of the progress of the work, shall endeavor to guard **OWNER** against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.

6. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.

7. Recommend to **OWNER** change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of **OWNER** with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The **ENGINEER** is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the **OWNER** where changes are due to causes beyond the **ENGINEER**'s control.

8. Advise the **OWNER** of needed special services and assist the **OWNER** in acquisition of such services as appropriate.

9. Based upon **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observation and review, that the work has progressed to the point indicated, that to the best of **ENGINEER**'s knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not

thereby be deemed to have represented that continuous or exhaustive examinations have been made by **ENGINEER** to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that **ENGINEER** has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests, or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

10. Prepare **OWNER**'s applications for partial and final payments for submission to government agencies.

11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.

12. **ENGINEER** will prepare for **OWNER**, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to **ENGINEER** and which **ENGINEER** considers significant.

13. The **ENGINEER** shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the **ENGINEER** from liability for failure to perform properly duties undertaken by the **ENGINEER** under this Contract.

SECTION II – SPECIAL SERVICES

At written request of the **OWNER**, the **ENGINEER** shall accomplish such special services as required by the **OWNER** to complete the Project. At the option of the **OWNER**, special services may be provided by the **OWNER** through contracts with other professionals or may be provided by the **ENGINEER**. When the **ENGINEER** is requested to provide special services, such services may be provided by **ENGINEER**'s own forces or through subcontracts with other professionals. Compensation for Special Services provided by **ENGINEER** shall be in accordance with one of the

methods identified in Section V – Payment of Services. Special services, which may be requested include, but are not necessarily limited to the following:

A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.

C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.

D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the **OWNER**. When authorized by the **OWNER** the duties, responsibilities and limitations of authority shall be described in Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative.

E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.

F. Assistance to the **OWNER** as expert witness in litigation arising from development or construction of the Project.

G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the Project.

H. Extra work created by design changes, after approval of plans and specifications by the **OWNER** and FAA, and beyond the control of the **ENGINEER**, that may be requested or authorized in writing by the **OWNER** in connection with the Project.

I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the **OWNER** adopts such construction program.

J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond **ENGINEER**'s control.

K. Providing renderings or models for **OWNER**'s use.

L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.

M. Additional or extended services during construction made necessary by:

1. Work damaged by fire or other cause during construction.
2. A significant amount of defective or neglected work of Contractor(s).
3. Prolongation of the contract time of any prime contract by more than ten (10) days.
4. Acceleration of the process schedule involving services beyond normal working hours.
5. Default by Contractor(s).
6. The furnishing of a resident project representative other than an employee of the **ENGINEER**.

N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.

O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III – RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the **OWNER** shall:

A. Make available for **ENGINEER**'s use all record drawings, maps, soil data, etc.

B. Designate a person to act with authority on **OWNER**'s behalf and respond in a timely manner to submissions by **ENGINEER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.

C. Pay all costs associated with special services authorized by the **OWNER**, and all costs associated with obtaining bids from contractors.

D. Furnish **ENGINEER** as required for performance of **ENGINEER**'s basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which **ENGINEER** may rely upon in performing his services.

E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.

F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.

H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as **OWNER** may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

I. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope of timing of the **ENGINEER**'s services, or any defect in the work of Contractor(s).

SECTION IV – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative, assistants, and other field staff to assist **ENGINEER** in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, **ENGINEER** shall endeavor to

provide further protection for **OWNER** against defects and deficiencies in the work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of **ENGINEER** in **ENGINEER**'s agreement with the **OWNER** and in the construction contract documents, and are further limited and described as follows:

A. **General:** Resident Project Representative is **ENGINEER**'s agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor, keeping **OWNER** advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

B. **Duties and Responsibilities of Resident Project Representative:**

1. Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as **ENGINEER**'s liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist **ENGINEER** in serving as **OWNER**'s liaison with Contractor when Contractor's operations affect **OWNER**'s on-site operations; and

   b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work, according to the contract documents.

4. Shop Drawings and Samples:

   a. Record date of receipt of shop drawings and samples;

b. Receive samples, which are furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination; and

c. Advise **ENGINEER** and Contractor of the commencement of any work requiring a shop drawing or sample if the ENGINEER has not accepted the submittal.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is, in general, proceeding in accordance with the contract documents;

b. Report to **ENGINEER** whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise **ENGINEER** of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;

c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to **ENGINEER** appropriate details relative to tests, procedures, and startups; and

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to **ENGINEER**.

6. Interpretation of Contract Documents: Report to **ENGINEER** when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to **ENGINEER**. Transmit to Contractor decisions as issued by **ENGINEER**.

8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and

b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed

conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER**.

c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of material and equipment.

9. Reports:

   a. Furnish **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;

   b. Consult with **ENGINEER** in advance of scheduled major tests, inspections, or start of important phases of the work;

   c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to **ENGINEER** change orders, work directive changes, and field orders; and

   d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to **ENGINEER** for review and forwarding to **OWNER** prior to final payment for work.

12. Completion:

   a. Before **ENGINEER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;

   b. Conduct on-site review in the company of **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected; and

   c. Observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

C. **Limitations of Authority:** Resident Project Representative shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by **ENGINEER**.

2. Exceed limitations of **ENGINEER**'s authority as set forth in the contract documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

6. Accept shop drawing or sample submittals from anyone other than Contractor.

7. Authorize **OWNER** to occupy the Project in whole or in part.

8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER**.

SECTION V – PAYMENT OF SERVICES

The **OWNER** agrees to compensate the **ENGINEER** for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the **ENGINEER** and submitted to the **OWNER** for review and approval. The receipt of an approved Work Authorization will constitute the **ENGINEER**'s Notice-to-Proceed.

The **ENGINEER** is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the **OWNER**.

A. **Methods of Payment:** One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:

1. Per Diem: Under this method of payment, the **ENGINEER**'s compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct nonsalary expenses. The

current rates for labor include salaries, payroll costs, overhead and profit. These rates are adjusted annually by the **ENGINEER** in July of each year.

2. Lump Sum: For work that can be defined and delineated in advance, payment to the **ENGINEER** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.

B. **Terms and Conditions:** The basis of compensation described is based upon the following conditions:

1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the **ENGINEER**'s office, at the site of the Project, or travel status in connection with the Project.

2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.

3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

C. **Payment Schedules:**

1. Invoices shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts.

SECTION VI – MISCELLANEOUS PROVISIONS

A. **Estimates**: Since the **ENGINEER** has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the **ENGINEER** does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.

B. **Extra Work:** It is mutually understood and agreed that the **OWNER** will compensate the **ENGINEER** for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the **ENGINEER**'s control and when requested or authorized by the

OWNER. Extra work may also include special services as identified in Section II – Special Services. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in Section V – Payment of Services.

C. **Reuse of Documents:** All documents, including drawings and specifications prepared by **ENGINEER** pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purposes intended will be at **OWNER**'s sole risk and without liability or legal exposure to **ENGINEER**; and **OWNER** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**. Notwithstanding these provisions the **OWNER** shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. **Responsibility of the ENGINEER:**

1. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Contract.

2. Approval by the **OWNER** or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **ENGINEER** of his responsibility for the technical adequacy of his work.

E. **Period of Services**:

1. The provisions of this Section and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. **ENGINEER**'s obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.

2. If **OWNER** has requested significant modifications or changes in the extent of the Project, the time of performance of **ENGINEER**'s services and his various rates of compensation shall be adjusted appropriately.

3. If **OWNER** fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, **ENGINEER** may, after giving seven (7) days' written notice to **OWNER**, suspend services under this Contract.

4. If **ENGINEER**'s services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond **ENGINEER**'s control, **ENGINEER** shall on written demand to **OWNER** (but without termination of this Contract) be paid as provided for in Section V – Payment of Services. If such delay or suspension extends for more than one (1) year for reasons beyond **ENGINEER**'s control, or if **ENGINEER** for any reason is required to render services more than one (1) year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to an increase not to exceed ten (10) percent per year.

F. **Termination:**

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:

   a. Not less than ten (10) calendar days written notice of intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

2. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the **ENGINEER** is given:

   a. Not less than ten (10) calendar days written notice of the intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

3. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the **ENGINEER** is given:

   a. Not less than ten (10) calendar days written notice of the intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

4. Upon receipt of a termination notice, the **ENGINEER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the **ENGINEER** performing this Contract, whether completed or in process.

5. If this Contract is terminated by either party, the **ENGINEER** shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement

costs reasonably incurred by the **ENGINEER** relating to commitments, which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one phase and prior to authorization of the **OWNER** to begin the next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **ENGINEER**. If Contract is terminated by the **OWNER** for default of the **ENGINEER**, the amount due the **ENGINEER** may be adjusted to the extent of any additional cost incurred by the **OWNER** as a result of the **ENGINEER**'s default.

G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between **OWNER** and the **ENGINEER** arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the **OWNER** is located.

H. **Professional Liability: ENGINEER** maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to $1,000,000 for its negligent acts, errors, or omissions. If the OWNER desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

I. **Audit: Access to Records:**

1. The **ENGINEER** shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The **OWNER**, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.

2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the **OWNER** makes final payment.

J. **Civil Right Assurance:** During the performance of this Contract, the **ENGINEER**, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended

from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Report: The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the **OWNER** or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the **OWNER** shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the **OWNER** to enter into such litigation to protect the interests of

the **OWNER** and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. **Minority Business Enterprise (MBE) Assurances:**

1. Policy: It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Contract.

2. MBE Obligation: The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted Contracts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:
ROWAN COUNTY

BY: _____

TITLE: County Manager

DATE: 4-1-2019

WITNESS: _____

ADDRESS:
130 West Innes Street
Salisbury, NC 28144

ENGINEER:
TALBERT, BRIGHT & ELLINGTON, INC.

BY: _____

TITLE: Vice President

DATE: 3/28/19

WITNESS: Susan P. Sigmon

ADDRESS:
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

_____
FINANCE DIRECTOR

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:	November 10, 2021
SUBJECT:	Resolution Establishing Commission 2022 Meeting Schedule

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ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/10/2021	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

RESOLUTION
ESTABLISHING
BOARD OF COMMISSIONERS
2022 MEETING SCHEDULE

WHEREAS, the Rowan County Board of Commissioners recognizes the importance of public service and accommodating its citizens by providing the opportunity for public attendance at Commission meetings; *and*

WHEREAS, the Rowan County Board of Commissioners presently meets at 130 West Innes Street, Salisbury, North Carolina and holds its regular meetings the first and third Monday of each month, beginning at 3:00 p.m. and 6:00 p.m. respectively.

NOW, THEREFORE BE IT RESOLVED that the Rowan County Board of Commissioners hereby adopts the above meeting schedule and meeting times for 2022 in an effort to continue to encourage citizen participation at Board meetings.

BE IT FURTHER RESOLVED that the exceptions to the 2022 regular meeting schedule are approved as follows:

- Change the January 17, 2022 Meeting to Tuesday, January 18, 2022 (6:00 p.m.)
- Change the July 4, 2022 Meeting to Tuesday, July 5, 2022 (3:00 p.m.)
- Change the September 5, 2022 Meeting to Tuesday, September 6, 2022 (3:00 p.m.)

Adopted this 6th day of December 2021.

_____
Chairman
Rowan County Board of Commissioners

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:	Valerie Steele, Airport & Transit Director
DATE:	11/10/2021
SUBJECT:	Sale of Ground Lease Hangar T2 From Overcash to DRM Air

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Alan Overcash sold his ground lease hangar to DRM Air LLC. A new lease has been prepared and awaits signature.

Approve for signature on Consent Agenda

ATTACHMENTS:

Description	Upload Date	Type
Bill of Sale T2 Ground Lease Hangar	11/10/2021	Exhibit
New Lease Assignment T2 Ground Lease	11/10/2021	Exhibit

BILL OF SALE

Alan Day Overcash ("Seller"), for Fifty-Five Thousand Dollars, all of which has been paid contemporaneously to the execution of this Bill of Sale, and for which the personal property described herin shall be collateral, and good and valuable considerations, the receipt of which considerations is being acknowledged, herby grants, sells, assigns, transfers, conveys and delivers to **DRM Air LLC.** (Buyer), it's/his successors and assigns, the following items of personal property:

-Metal hangar building located at Hangar #2 (T2), Rowan County, North Carolina, Mid-Carolina Regional Airport

TO HAVE AND TO HOLD the said Personal Property, unto its successors and assigns, free and clear or any and all security interests, encumbrances or liens.

Seller represents and warrants that the Seller has a good and valid title to Personal Property sold and transferred hereunder and has the right and power to sell and transfer same to Buyer.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed this the 10th day of November, 2021.

Alan Day Overcash

DRM AIR LLC

Steven Ray Mozeley, for DRM Air LLC.

NORTH CAROLINA
COUNTY OF Rowan County
SEAL-STAMP

TANYA B LOGAN
NOTARY
PUBLIC
CABARRUS COUNTY, NC

I, a Notary Public of the County and State aforesaid, certify that Alan Day Overcash appeared before me this day and acknowledged the execution of the forgoing instrument. Wittiness my hand and official stamp or seal on this the 10th day of November, 2021

Tanya B Logan
Notary Public

My Commission Expires: 11/21/2023

NORTH CAROLINA

ROWAN COUNTY

ASSIGNMENT OF HANGAR LEASE

This Agreement made the 1st day of November, 2021 by and among Alan Day Overcash (hereinafter referred to as the "Tenant"), ROWAN COUNTY, a body politic (hereinafter referred to as the "Landlord"), and Steven Mozeley for DRM AIR LLC (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 1st day of November, 2021, Tenant succeeded to the rights, duties and obligations under that certain Lease Agreement (hereinafter referred to as the "Lease") dated the same date, in which, Rowan County as Landlord, and to which Landlord herein succeeded, for premises located in Rowan County, North Carolina, commonly known as T-Hangar T2 located at the Rowan County Airport, which premises are more particularly described in the Lease which is hereby incorporated by reference as if herein set forth in full.

WHEREAS, Tenant desires to assign, and Assignee desire to acquire Tenant's interest in and to, the Lease; and

WHEREAS, the Lease provides, among other things, that the Lease may not be assigned without the Landlord's prior written consent.

NOW, THEREFORE, in consideration of the sum of 55 Thousand 0 Hundred 0 and no/100 ($55,000.00) Dollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and of other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Tenant hereby assigns, transfers and conveys to Assignee, as of this date all of Tenant's right, title and interest in and to the Lease, together with any and all rights to Personal Property contained therein or thereon.

2. Assignee assumes the Lease as of the same date and agrees to perform and observe all of the covenants and conditions therein contained on Tenant's part to be performed and observed, which shall accrue from and after that date.

3. Landlord consents to the aforesaid assignment of the Lease by Tenant to the Assignee, upon the express condition that no further assignment of the Lease shall hereafter be made without prior consent of the Landlord.

4. Tenant shall remain liable for the performance and observance of the covenants and conditions contained in the Lease on its part to be performed and observed prior to formal approval of Landlord. As between Tenant and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Tenant harmless from all further liability thereunder. In the event of a default by Assignee which is not timely cured as required by the Lease, Tenant shall have the right to cure said default and re-enter and resume possession of the premise.

5. Any and all notices hereunder shall be sent to the respective parties at that address as inscribed on these presents at the signature section, or as otherwise hereinafter directed by one to the other in writing.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns, as the case may be, and may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TENANT:

Print Name: _____

Mailing Adress: 1641 Dale Earnhardt Blvd
Kannopolis, NC 28083

ASSIGNEE:

for DRM AR LLC

Print Name: Steve Mozeley for DRM AR LLC

Mailing Address: 6309 Brookshire Blvd
Charlotte, NC 28216

LANDLORD: ROWAN COUNTY
BY:

_____
Its: Chairman/Manager

Mailing Address: _____
_____

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: November 17, 2021
SUBJECT: Martin Starnes Contract Modification

Please see attached contract modification between Martin Starnes & Associates and Rowan County in relation to Rowan County's annual audit. This modification is to extend the completion date of the audit. There is no change in the original fees.

Please approve the contract amendment between Martin Starnes & Associates and Rowan County and authorize the Chairman to sign the amendment.

ATTACHMENTS:

Description	Upload Date	Type
Martin Starnes & Associates Contract Amendment	11/17/2021	Backup Material

LGC-205 Amendment **AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS** Rev. 10/2021

Whereas	Primary Government Unit: Rowan County, NC
and	Discretely Presented Component Unit (DPCU) (if applicable): N/A
and	Auditor: Martin Starnes & Associates, CPAs, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for Fiscal Year Ending: 06/30/21 and originally due on Audit Report Due Date: 10/31/21

hereby agree that it is now necessary that the contract be modified as follows.

☑ Modification to date

☐ Modification to fee

Original due date	Modified due date
10/31/21	01/31/22
Original fee	**Modified fee**

Primary (choose 1)	Other (choose 0-2)	Reason(s) for Contract Amendment
○	☐	Change in scope
◉	☐	Issue with unit staff/turnover
○	☐	Issue with auditor staff/workload
○	☐	Third-party financial statements not prepared by agreed-upon date
○	☐	Unit did not have bank reconciliations complete for the audit period
○	☐	Unit did not have reconciliations between subsidiary ledgers and general ledger complete
○	☐	Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
○	☑	Unit did not have information required for audit complete by the agreed-upon time
○	☐	Delay in component unit reports
○	☐	Software - implementation issue
○	☐	Software - system failure
○	☐	Software - ransomware/cyberattack
○	☐	Natural or other disaster
○	☐	Other (please explain)

Plan to Prevent Future Late Submissions

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Indicate NA if this is an amendment due to a change in cost only.

Rowan County is evaluating their year-end close procedures in order to improve the timeliness of finalizing their books and preparing for the audit. The auditor will be able to schedule the financial statement drafting services in the future, if they are engaged to perform this service in the original contract.

Additional Information

Please provide any additional explanation or details regarding the contract modification.

The County had new personnel responsible for completing the audit this year. There were also delays in the OPEB valuation report and tax schedules.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative* (typed or printed) Amber Y. McGhinnis	Signature* Amber Y McGhinnis
Date* 11/16/21	Email Address amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Rowan County, NC	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) Greg Edds, Chairman	Signature*
Date	Email Address Greg.Edds@rowancountync.gov

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved **Amended** Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

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

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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) N/A	Signature
Date of Pre-Audit Certificate	Email Address

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner
DATE:	11/19/21
SUBJECT:	Permission to release RFP for Door Access Control

Rowan County IT and Purchasing Departments wish to send out a Request for Proposals (RFP) for Door Access Control Services. The purpose of this RFP is to obtain a provider who can provide door access control for just under 140 doors in 25 County facilities.

Attached is the proposed RFP.

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 11/19/21
SUBJECT: Approval of Contract with The FRMT Group for Psychological Services at Sheriff Department

---

In accordance with House Bill 436: Support Law Enforcement Mental Health, the Rowan County Sheriff's Office will be required to administer a psychological screening examination, including a face-to-face, in-person interview conducted by a licensed psychologist, to determine the criminal justice officer's psychological suitability prior to employment. This requirement becomes effective on January 1, 2022. To prepare for this change an RFP was released and only one response was received. Purchasing Policy does allow for award as long as adequate solicitations where sent. The RFP was sent to four (4) companies. Two (2) companies expressed interest but only one (1) response was received timely. Due to the need to have this in place by January 1 and the sound reputation of the received proposal County staff felt it was best to move forward. Law Enforcement Services Group, PLLC dba The FMRT Group is a North Carolina based company. They will offer both in person and virtual option for these services. They currently provide these services to a large number of NC law enforcement agencies as listed in the attached response. This service will start January 1 and the initial term will be until June 30, 2023 with the option to renew for 4 additional one (1) year terms. The estimated expenditure for FY22 is $25,000.

Attached is the proposed contract with The FMRT Group and RFP with response.

Purchasing Director and Sheriff recommends that the Board of Commissioners authorize the County Manager to enter into a contract with The FMRT Group for a Psychological Services for the Sheriff Department for a fiscal year 2022 cost not to exceed $25,000.

ATTACHMENTS:

Description	Upload Date	Type
FMRT Contract	11/19/2021	Backup Material
Exhibit B RFP for Psych	11/19/2021	Backup Material
Exhibit C FMRT Response	11/22/2021	Backup Material

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **Law Enforcement Services Group, PLLC dba The FMRT Group** ("Provider").

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

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible

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for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

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

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

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

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior

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agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

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

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

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

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

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

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

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

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

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

THE COUNTY	THE PROVIDER
BY: _____	BY: _____
Name: Aaron Church	Name: _____
Title: County Manager	Title: _____

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EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

- Post-conditional offer psychological screening examination for law enforcement personnel with a finding of "Suitable or Not Suitable" for duty.
- Post-employment Fitness for Duty Evaluations when determined necessary by County with finding of "Suitable or Not Suitable" for duty.
- Follow up appointments as required by County.

Additional terms can be found in Exhibit B RFP 2022-013 and Exhibit C providers response.

B. Term of the Agreement.

The contract will have an initial term from January 1, 2021 until June 30, 2023 with the option to renew for four (4) additional one (1) year terms at a rate per service type that is agreed upon by both parties.

County will provide payment net 30 days from services results being received by County.

C. Payment to the Provider.

- Post-condition Offer Rate per employee $445
- Post-employment Fitness for Duty Rate per employee $1,250
- Follow up Post-condition Rate per visit $415
- Follow up Post employment Fitness for Duty Rate per visit $625

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

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

- General commercial liability in the minimum amount of $500,000 per occurrence / $1,000,000 aggregate with County listed as additional insured.

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- Workers' Compensation in the minimum amount of $500,000 employer's liability

- Professional liability in the minimum amount of $1,000,000 per occurrence with the County listed as additional insured

- Cyber liability in the minimum amount of $1,000,000 per occurrence with the County named as an additional insured

E. Contact Information.

THE COUNTY	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 Telephone: 704-216-8180	_____ _____ _____ _____ _____

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY	THE PROVIDER
BY: _____	BY: _____
Name: Aaron Church	Name: _____
Title: County Manager	Title: _____
Date: _____	

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

_____
(Signature of County Finance Officer)

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Exhibit B

REQUEST FOR PROPOSALS
#2022-013

Psychological Services for Rowan County Sheriff Department

ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144

704-216-8174

anna.bumgarner@rowancountync.gov

Date Issued: Tuesday, October 19, 2021

Questions Due: Tuesday, October 26, 2021

Date Due: Tuesday, November 9, 2021 at 3:00 pm ET

Administered by: Anna Bumgarner, Purchasing Director

REQUEST FOR PROPOSALS
RFP 2022-013
PSYCHOLOGICAL SERVICES FOR
ROWAN COUNTY SHERIFF DEPARTMENT

Rowan County is seeking proposals for Psychological Services for the Rowan County Sheriff's Department. The deadline for the submittal of **one original sealed proposal along with one complete copy** is **3:00 p.m. ET, Tuesday, November 9, 2021.** This will not be a public opening. Proposal can be delivered to Suite 31 of the J. Newton Cohen, Sr. Rowan County Administration Building, 130 West Innes Street, Salisbury, NC**.** Proposals received after this time will be returned unopened. Faxed and/or emailed proposals will not be accepted. Proposals should be clearly marked "PSYCHOLOGICAL SERVICES 2022-013" and sent or delivered to:

Rowan County Purchasing Department
PSYCHOLOGICAL SERVICES RFP 2022-013
130 W. Innes Street, Suite 31
Salisbury NC 28144

Proposal documents and any future addenda may be obtained for responding purposes by contacting Anna Bumgarner at the Rowan County Purchasing Department, 130 West Innes Street, Salisbury, NC 28144 or 704-216-8174 or anna.bumgarner@rowancountync.gov. Proposal documents are also available on the Rowan County website at https://www.rowancountync.gov/675/Purchasing.

Once the RFP is public all questions must be directed to the Purchasing Director. Any contact from the Respondent with County staff and/or the Board of Commissioners will be cause for rejection. All questions shall be submitted in writing to the Purchasing Director by 5pm ET on Tuesday, October 26, 2021.

Rowan County reserves the right to reject any and/or all proposals and to waive informalities therein and to award to multiple Respondents. Each proposal must include the Proposal Response Form signed and completed in all respects. Respondents should submit **one original sealed proposal and one complete copy**. For complete details, consult the proposal package.

This is the 19th day of October, 2021.

Rowan County

By: Anna Bumgarner
Rowan County Purchasing Director

Intent of Request for Proposals

The purpose and intent of the Request for Proposals (RFP) is to contract for Psychological Service for the Rowan County Sheriff Department. The following documents make up this RFP:

a. This Document
b. Proposal Response Form

Important Dates

Issue Date: Tuesday, October 19, 2021

Deadline for written questions: Tuesday, October 26, 2021 by 5pm ET

Deadline for submitting proposal: Tuesday, November 9, 2021 by 3pm ET

Submission of Proposals

Proposals shall be presented on the response form attached to the RFP and can be mailed or delivered to:

Rowan County Purchasing Department
PSYCHOLOGICAL SERVICES RFP 2022-013
130 W. Innes Street, Suite 31
Salisbury, NC 28144

The package shall be plainly marked "PSYCHOLOGICAL SERVICES RFP 2022-013". Must include one original and one copy of the proposal. No responsibility shall be attached to Rowan County for premature opening of any proposal not properly addressed or identified.

Respondent shall only have contract with the Purchasing Director once the RFP is made public. Any contact with County Staff and/or Board of Commission Member regarding the RFP once the RFP is made public will be grounds for dismissal.

Proposals are due on **Tuesday, November 9, 2021 at 3pm EST** in the J. Newton Cohen, Sr. Administration Building located at 130 W. Innes Street, Suite 31, Salisbury, NC 28144. Failure to submit a proposal by this deadline will disqualify the respondent from consideration in this project.

Questions

All questions, requests for clarification or additional information must be submitted in writing no later than 5pm on Tuesday, October 26, 2021.These written questions shall be submitted to Anna Bumgarner, Purchasing Director, by email at anna.bumgarner@rowancountync.gov. All question the County receives will be answered in an addendum to the RFP and posted on the County website by end of day on Tuesday,

November 2, 2021. It is the responsibility of the Respondent to check the website for said addenda. https://www.rowancountync.gov/677/Current-Bids-or-Request-for-Proposals-RF

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

Signed Proposals Considered an Offer

Receipt of a signed proposal shall be considered an offer on the part of the Respondent. The terms, conditions and specifications of this RFP will become part of the contract if the proposal shall be deemed approved and accepted by the County. In the event of a default on the part of the Respondent after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

Timeline to Execute Contract

As time is of the essence, the Respondent is required to begin and/or commence the work to be performed under this contract within the time specified by the Sheriff once contract is awarded.

Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

Non-Discrimination

The Respondent shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

Insurance Coverage

The selected Respondent shall not commence work under this contract until all insurance required under this section has been obtained. The Respondent shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Respondent agrees that during the term of this contract, the Respondent, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably

associated with the contract. At a minimum, the Respondent shall provide and maintain the following coverage and limits:

Comprehensive General Liability

The selected Respondent shall maintain Comprehensive General Liability coverage in amounts not less than:

- General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate.

A Certificate of Insurance shall be issued confirming this coverage under a Comprehensive General Liability policy. Each type of coverage requested herein must be specifically referred to in the certificate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance, and name the County as an additional insured.

Workers' Compensation Insurance

The selected Respondent shall maintain workers' compensation insurance as required by North Carolina law to cover all of the Respondents employees engaged in any work under the agreement. Workers' Compensation in the amount of $500,000 employer's liability

Professional Liability Insurance

The selected Respondent shall maintain professional liability insurance in the minimum amount of $1,000,000 per occurrence with the County named as an additional insured.

Cyber Insurance

The selected Respondent shall maintain cyber liability in the minimum amount of $1,000,000 per occurrence with the County named as an additional insured.

Collusive Bidding

The Respondent's signature on the Response Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude the County from obtaining the lowest possible competitive price.

General Indemnity

The Respondent shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Respondent (including its officers, agents and employees) in the performance or intended performance

of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Respondent. As an integral part of this contract, the Respondent agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

Assignment

The successful Respondent shall be the prime Contractor and shall be solely responsible for all contractual performance. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

Conflict of Interest

All Respondents must disclose in writing with their proposal the name of any owner, officer, director or agent who is also an employee of the County. All Respondents must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a bid, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

Errors and Omissions

The Respondent shall not take advantage of any errors or omissions in this RFP, and shall promptly notify the County of any omissions or errors found in this document.

Requirements

The Respondent must meet the following requirements:

- Must provide a minimum of three (3) references of current or recent contracts of work on similar projects to be considered
- Must have at least three (3) years' experience providing psychological services and/or three (3) years of providing the requested services
- Must hold the proper licensure/certification to provide psychological services

Evaluation Criteria

Price will be a major consideration in the County's evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, experience, references, quality,

performance and the Respondent's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Respondent's ability to provide a team of skilled, trained employees, maintenance costs, warranty provisions, and the Respondent's experience with similar projects will also be considered in the County's evaluation of the proposals submitted.

Award

The County reserves the right to accept, award and/or reject any and/or all proposals, in whole or in part, and waive any technicalities or irregularities. This contract will not be awarded solely on the basis of cost. It is the intend to award to one Respondent that the County, at its sole discretion, following an objective evaluation, will award this contract to the lowest responsible, responsive Respondent that submits the best overall proposal based on their ability to meet and exceed these minimum specifications. The County does reserve the right to award to multiple Respondents if it allows for the services to be performed in a timelier fashion.

The County reserves the right to determine the lowest responsive, responsible Respondent on the basis of an individual item, groups of items, or any way determined to be in the best interest of the County. Award shall be based on, but not limited to, the following factors (where applicable):

- Price
- Qualifications of Respondent, including past performance, general reputation, experience and service capabilities

Required Service

The County estimates that the below services will be needed for approximately 40-50 pre-hires per year and other services will be approximately 5-10 per year. The Respondent shall be able to provide the following services for the County:

- Provision of post-conditional offer psychological screening examinations for law enforcement personnel, including a face-to-face, in-person interview conducted by a licensed psychologist, to determine the criminal justice officer's psychological suitability to properly fulfill the responsibilities of the criminal justice officer. If face-to-face, in-person is not practicable, the face-to-face evaluation can be virtual as long as both the audio and video allow for a professional clinical evaluation in a clinical environment. Must offer a finding of "Fit" or Not Fit" for duty.
- Provision of post-employment Fitness for Duty Evaluations when determined necessary by the County (including, but not limited to post-use-of-deadly force) including a face-to-face, in-person interview conducted by a licensed psychologist, to determine the criminal justice officer's psychological suitability to properly fulfill the responsibilities of the criminal justice officer. If face-to-face, in-person is not practicable, the face-to-face evaluation can be virtual as long as both the audio and video allow for a professional clinical evaluation in a clinical environment. Must offer a finding of "Fit" or Not Fit" for duty.

- Provision of follow up appointments as required by County Policy. If face-to-face, in-person is not practicable, the face-to-face evaluation can be virtual as long as both the audio and video allow for a professional clinical evaluation in a clinical environment.

Award Matrix

Max Points	Selection Criteria - Psychological Services
35	**Services Provided** Ability to provide the following services: Post-conditional offer psychological evaluations, Fitness for Duty evaluations, and follow up appointments Excellent = 27-35 points Good = 18-26 Points Fair = 9-17 Points Poor = 1-8 Points
25	**Program Administration** Ability to provide appointments, verbal recommendations, and written assessments/reports in a timely manner. Also, ability to provide emergent appointments and virtual/video appointments if necessary. Assessment tools utilized. Excellent = 18-25 points Good = 11-17 Points Fair = 5-10 Points Poor = 1-4 Points
15	**References** *Timeliness, thoroughness, and quality of service* *Additional comments* Excellent = 12-15 points Good = 8-11 Points Fair = 4-7 Points Poor = 1-3 Points
25	**Contract Cost/Appointment type costs** Excellent = 18-25 points Good = 11-17 Points Fair = 5-10 Points Poor = 1-4 Points
100	**Total**

Proposal Response Form

Pricing

Submission of any proposal signifies the Respondent's agreement that its response and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Respondent. All prices submitted with the response shall remain in effect for the ninety (90) day period.

Post-conditional Offer Rate: $_____

Post-employment Fitness for Duty Rate: $_____

Follow up for Post-conditional Rate: $_____

Follow up for Post-employment Fitness for Duty Rate: $ _____

References:

Provide on a separate sheet the following for references:

- Company Name
- Address
- Contact Person
- Phone Number
- Email
- Additional notes

Signature

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Rowan County Purchasing Department
130 West Innes Street • Salisbury, NC 28144
Phone: 704-216-8174
Email: anna.bumgarner@rowancountync.gov

Addendum I RFP #2022-013 Psychological Services

Q1) Based on IACP (International Association of Chiefs of Police) Psych Services Section Guideline and the California POST, on pre-employment psychological evaluations, we determine suitability. They are Suitable or Not Suitable as pre-employment findings. Will this be acceptable? (Reference: Page 7, Required Service)

A1) Suitable or Not Suitable is acceptable.

Exhibit C

THE FMRT GROUP

Psychological and Medical Support
for Safety-Sensitive Employers

Proposal for
PSYCHOLOGICAL SERVICES 2022-013
for Rowan County Sheriff's Office

John F. Warren, III, PA-C, Ph.D., ABPP
President

Elizabeth Morris, M.A.
Chief Executive Officer and Management Team Member

Jennifer Beauchamp, M.A., SHRM-CP
Chief Operating Officer and Management Team Member

The FMRT Group
336.761.0764
facsimile: 866.222.5973
drwarren@fmrt.org / elizabeth@fmrt.org / jennifer@fmrt.org

11/05/2021

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Our Mission

The FMRT Group sets the standard for safety-sensitive employers when it comes to comprehensive psychological and medical evaluations.

Our Vision

The FMRT Group provides its clients with the ability to make the most informed hiring decisions possible and maximize their human capital investment post-hire. Through a combination of delivering world-class psychological services, having in-depth industry knowledge and cultural awareness, and through constant learning, The FMRT Group provides safety-sensitive employers unmatched levels of service, information, and support. All these make The FMRT Group the clear choice when employers seek to hire and retain personnel that holds a position of authority.

Our Core Values

- **Professional** – Exude professionalism when interacting with clients, clinicians, and with each other.
- **Positive** – Our offices are a positive environment in which we can communicate and share ideas.
- **Solution-Oriented** – Take intelligent risks and have positive ideas to remove obstacles.
- **Compliant** – Follow the standard operating protocol, guidelines, standards, and laws.
- **Committed** – Act like owners. Take ownership of the processes that are yours. Demand excellence from yourself and others.
- **Caring** – Relationships matter. Be honest, open, and have constructive conversations with each other. Be respectful to one another and all the stakeholders.

I. UNDERSTANDING OF SAFETY-SENSITIVE DEPARTMENT NEEDS

To make the most informed hiring decisions possible and maximize its human capital investment, the Rowan County Sheriff's Office is seeking comprehensive psychological services. The FMRT Group has the precise combination of qualifications and experience required to meet these needs.

FMRT sets the standard for safety-sensitive employers by:

- Offering appointments at seven North Carolina offices and one South Carolina office, as well as a virtual option (telepsych)
- Scheduling appointments promptly by a culturally-aware client services team member
- Licensed doctoral-level psychologists and advanced practice medical professionals spending quality time with our clients' applicants and employees
- Following the professional practice and ethical guidelines of the American Psychological Association and the American Board of Professional Psychology for clinical, forensic, police, and public safety psychologists, in addition to legal and industry standards
- Committing to quality and efficient medical assessments. Our advanced practice medical providers adhere to high standards of ethical, professional and business conduct, and are in full compliance with all applicable federal and state laws and regulations to include, but not limited to those prescribed by the North Carolina Medical Board, North Carolina Board of Nursing, and industry-specific Medical Screening Guidelines
- Providing next business day verbal recommendations
- Delivering comprehensive written reports within five-to-seven business days
- Providing employers with a secure online database to access pre-hire evaluation reports

II. BEFORE-HIRE SERVICES

A. The FMRT BRAINS™ Assessment

BRAINS™ is an acronym for **B**iographical **R**isks **A**nd **IN**consistencie**S**. It's an online, cost-effective, ADA-compliant assessment that is proprietary to The FMRT Group.

The BRAINS™ was designed for early identification of historical life events that range from commonplace to very serious and applicant attitudes that are inconsistent with successful employment. In the BRAINS™, the applicant must provide an accurate explanation of any potentially significant events and attitudes. Overall, the BRAINS™ was specifically designed to jump-start employment interviews and background investigations.

Authored by Drs. John F. Warren III and Gustavo R. Grodnitzky, the original BRAINS™ Assessment was introduced in 2007 following a pilot study within the applicant pool of a

large, municipal police department in North Carolina. In addition to helpful content in the assessment report, we found that the use of the BRAINS™ in hiring results in time savings (interviews and background investigations) of nearly 50%!

More than 550 FMRT clients representing public safety, fire service, and EMS agencies now use the BRAINS™ Assessment. The process and report formats benefit from ongoing updates by Dr. Warren. These changes involve the tweaking of particular BRAINS™ statements, revisions to the BRAINS™ administration website, and revisions to the report format. Our secure website, FMRT Online was developed as a means of providing immediate and secure employer access to their applicants' BRAINS™ reports.

Note: Both BRAINS™ and FMRT are trademarks of Law Enforcement Services Group, PLLC dba The FMRT Group.

B. Pre-Conditional Offer Screenings

Pre-conditional offer screening reports include qualitative and quantitative data results derived from biographical information, including, but not limited to, the FMRT BRAINS™ Assessment and a normal personality assessment. Report findings will either be "Issues for Further Consideration" or "No Issues." These findings are based on a data-driven matrix developed by Dr. John F. Warren III – FMRT's board-certified police and public safety psychologist.

Larger departments, typically those that have an academy, will choose this pre-conditional offer screening option. However, other departments may determine them useful as an early hiring step to support background investigations and initial interviews.

The pre-conditional offer screening reports are accessible within five-to-seven business days after the applicant completes required assessments through a secure website (FMRT Online).

Report findings will be either: No Issues of Note or Issues for Further Consideration.

C. Post-Conditional Offer Psychological Evaluations

Post-conditional offer psychological evaluations are conducted by doctoral-level psychologists who have deep industry knowledge and cultural awareness.

Applicant or employee appointments are scheduled within the week of the initial request or the following week. An FMRT client services team member will handle scheduling via phone or email, depending on employer preference.

The typical process for our post-conditional offer psychological evaluation is as follows:

1. Prior to the clinical interview appointment, our psychologist will prepare for the interview based upon the important background data gathered from the applicant-completed assessments listed below:
    - The Online Personal History Statement (NC F-3 or PHS)
    - The FMRT BRAINS™ Assessment
    - California Psychological Inventory 260 – Police and Public Safety Selection Report (CPI-PPSSR)
    - Personality Assessment Inventory – Public Safety Selection Report (PAI-PSSR)

2. Prior to the evaluation, designated personnel will:
    - Greet and check photo ID
    - Go over informed consent to ensure understanding
    - Administer a test of cognitive abilities, administer a writing skills assessment, and review the FMRT psychological history questionnaire

3. The clinical interview will consist of:
    - A mental status examination
    - A structured interview
    - A discussion of any concerning/inconsistent data

4. After the interview:
    - FMRT will provide the employer with a next-day verbal recommendation via email or phone, based on the employer's preference
        - Recommendations:
            i. Suitable
            ii. Not Suitable
            iii. Deferred, pending internal clinical consultation, testing, or records
    - Within five-to-seven business days, FMRT will send an email notification to alert a designated department employee(s) that the final post-conditional offer psychological report is ready for review via a secure website, www.fmrtonline.com. Each department has its own unique login information.

Report findings will be either: Suitable or Not Suitable.

D. Assessment Descriptions

Online Personal History Statement (PHS or NC F-3)
The NC F-3 collects standard background and demographic information. Once submitted, it is immediately available for employer access via FMRT Online.

The FMRT BRAINS™ Assessment
The FMRT BRAINS™ Assessment may be used prior to background investigations, interviews, and other early hiring steps. This assessment allows employers to read the applicants' typed explanations of every event they endorse to be true. The FMRT BRAINS™ Assessment interacts with the online PHS or NC F-3, allowing employers to see any possible discrepancies.

CPI260 – Police and Public Safety Selection Report (CPI260-PPSSR)
The CPI is a self-report questionnaire designed to measure normal-range human behavior. It consists of 260 true/false items representing concepts (such as tolerance, responsibility, integrity, empathy, and self-control) that are commonly used to describe and understand human behavior. The CPI Police and Public Safety Screening Report is a specialized report designed for use by licensed psychologists for evaluations of applicants for police and other public safety positions. This report helps the evaluator assess the psychological suitability of the applicant to perform the functions required by the position.

Personality Assessment Inventory – Public Safety Selection Report (PAI-PSSR)
This objective inventory of adult personality assesses psychopathological syndromes and provides information relevant for clinical diagnosis, treatment planning, and screening for psychopathology. The 344 PAI items constitute 22 non-overlapping scales covering the constructs most relevant to a broad-based assessment of mental disorders: four validity scales, 11 clinical scales, five treatment scales, and two interpersonal scales. To facilitate interpretation, and to cover the full range of complex clinical constructs, 10 scales contain conceptually derived subscales. The public safety selection report is based on a normative sample of more than 18,000 public safety job applicants, and it supplements the basic PAI profile and other indices with several innovative features designed specifically to help make employment screening decisions in the public safety field.

Wonderlic Cognitive Ability Test
The Wonderlic is a 12-minute, 50-question exam meant to assess the aptitude of applicants for their ability to learn, understand instructions, adapt and solve problems. The cognitive ability of each applicant is measured through the presentation of a variety of kinds of questions at varying degrees of difficulty. Questions often include math, language, analogies, and spatial problems. The Wonderlic test provides objecting information about the applicant that's not easily measured in other selection methods. Used in conjunction with psychological evaluations and other assessments, the combined information can provide a more holistic perspective of an applicant's ability to perform.

III. AFTER-HIRE SERVICES

A. Service Categories

Annual Psychological Evaluations

FMRT psychologists assess ongoing suitability for the position, which may include special teams. The clinician will identify any barriers to the continued assignment. The employer will receive a final report describing any found behavioral, cognitive, psychological, and/or substance use barriers to the employee's continued suitability for his or her position. Annual psychological evaluations include the Personality Assessment Inventory Police and Public Safety Selection Report assessment.

Report findings will be either: No Identified Psychological Barriers to Job Functioning or Identified Psychological Barriers to Job Functioning.

Coaching

The FMRT Group provides coaching services to support behavioral issues in the workplace. Coaching helps to identify obstacles to success, as well as to develop a plan to achieve goals in the client's work and professional life. The constructive feedback provided in coaching is designed to help the individual realize potential. An initial meeting includes the client, the client's employer, and the coach. The three can collectively identify specific behaviors and specific goals that would be relevant and beneficial. A final meeting with the client, employer and coach will occur to discuss progress.

The employer will receive "Attended/Did Not Attend" as the only feedback.

Counseling

The FMRT Group offers safety-sensitive focused short-term counseling for professionals when there are work-related problems that go beyond the scope of EAP or when the employee would prefer to speak with a culturally-sensitive psychologist. Unlike FMRT's evaluations, our dedicated psychologists do establish doctor-patient confidentiality. Counseling appointments are for the benefit of the employee; therefore, the employer will not receive any documentation or recommendations regarding these appointments.

The employer does not receive any information.

Critical Incident Appointments

Critical Incident (CI) appointments are confidential opportunities for the employee to speak with a culturally-sensitive mental health professional. These appointments are typically scheduled within 48-72 hours, dependent upon employer needs, and include the Symptom Checklist-90-Revised (SCL-90-R) assessment.

The psychologist will explore:

- Responses/reactions to an event
- Availability of family, social, church and other support systems
- Knowledge of professional resources available to them through their work and/or community (family doc, EAP, private providers, etc.)

The employee will also receive psycho-educational material for reference, in addition to a three-month follow-up with the psychologist.

The employer will receive "Attended/Did Not Attend" as the only feedback.

Fitness for Duty Evaluations - Psychological and Medical

FMRT follows the International Association of Chiefs of Police (IACP) guidelines for fitness for duty evaluations (FFDE). IACP asserts that fitness for duty evaluations arise due to (1) objective evidence that the employee may be unable to safely or effectively perform a defined job and (2) a reasonable basis for believing that the cause may be attributable to a psychological condition or impairment.

As a result, our fitness for duty opinions spring from:

- Knowledge of the specific job functionalities
- Knowledge about department concerns regarding specific job-related issues
- Psychological, medical, and behavioral findings during the time of the evaluation

Our FFDE will include clinical consultation and mental status examination with the employee, review of relevant records, relevant psychological and/or laboratory testing such as the Symptom Checklist-90-Revised (SCL-90-R) and the Minnesota Multiphasic Personality Inventory-2-Restructured Form (MMPI-2-RF), and a general physical (if referred for Medical FFDE due to a work-related nexus or after FMLA and clearance from PCP). After evaluation, you receive our concise, written report that addresses the specific question: *Is this employee able to safely perform essential job functions at this time?*

Report findings will be either: Fit for Duty or Not Fit for Duty.

Peer Support Evaluations

In accordance with the 2016 IACP Psychological Services Peer Support Guidelines, The FMRT Group supports the department with implementation, evaluation of prospective members, and ongoing training based on the "Psychological First Aid" model. FMRT clinicians are available when needs go beyond the roles of the peer support team members.

Peer Support evaluations include the following testing:

- CPI260 – Police and Public Safety Selection Report (CPI260-PPSSR)
- Fundamental Interpersonal Relations Orientation (FIRO-B)
- Myers-Briggs Type Indicator (MBTI)

Report findings will be either: Psychologically Suitable or Not Psychologically Suitable.

Post-Deployment Appointments

A number of FMRT's client agencies require post-deployment appointments of their returning veterans, as part of their standard protocol. We encourage agencies to offer all returning veterans this service. Following a similar format as a critical incident appointment, we view these sessions as a service to the employee and an opportunity to educate and inform about possible adjustment issues and avenues for help.

These are not fitness for duty evaluations because there are no work-related problems to address if the veteran has not returned to work. These appointments also include the Symptom Checklist-90-Revised (SCL-90-R) assessment.

The employer will receive "Completed" or "Did Not Complete" as the only feedback.

Psychological Promotional Evaluations

The FMRT Group's licensed clinicians review referral information and any performance or assessment data before assessing candidate background histories, cognitive abilities, interpersonal skills, and leadership abilities. These assessments focus on psychological and leadership style factors.

Psychological Promotional evaluations include the following testing:

- CPI260 – Police and Public Safety Selection Report (CPI260-PPSSR)
- Myers-Briggs Type Indicator (MBTI)
- PsychEval Personality Questionnaire with PsychEval Personality Questionnaire Interpretation (PEPQI)
- Thomas-Kilmann Conflict Mode Instrument (TKI)

Report findings will be either: No Psychological Barriers to Promotion or Psychological Barriers to Promotion.

Risk of Violence Evaluations

Risk of Violence (ROV) evaluations complement and extend fitness for duty evaluations to inform employer decisions about an employee. ROV evaluations are based upon consideration of both dynamic and stable risk factors regarding violence or dangerousness and

informed by comprehensive psychological examination(s) with mental status examination(s), psychological testing, and clinical consultations(s) with the employer and/or others including treatment providers and law enforcement.

Risk of Violence evaluations include the following testing:

- Minnesota Multiphasic Personality Inventory-2-Restructured Form (MMPI-2-RF)
- Symptom Checklist-90-Revised (SCL-90-R)

Report findings are noted as either "low - moderate - high" risk within the context of either: Fit for Duty or Not Fit for Duty.

Special Team Evaluations

The FMRT Group provides customized psychological evaluations for tactical, undercover, or other special teams. These evaluations are designed to explore intellectual, work ethic, and personality characteristics demanded by the special assignment. These evaluations also include the Myers-Briggs Type Indicator (MBTI) assessment.

Report findings will be either: Psychologically Suitable for Specialized Assignment or Not Psychologically Suitable for Specialized Assignment.

Training

The FMRT Group offers a number of training opportunities specific to safety-sensitive psychological and medical needs. Some of our training topics include:

- Biographical Information in Public Safety (The FMRT BRAINS™ Assessment)
- Anxiety Disorders: Signs, Symptoms, and Severity
- Fitness for Duty Evaluations vs. Critical Incident Appointments
- Recognizing Stress and Burnout: Putting Difficult Assignments into Perspective
- Communication and Culture
- Improved Decision-Making Skills and Ethics
- Managing Disordered Offenders
- Using Bio-Data Effectively
- Post-Shooting Trauma
- Community Policing
- Executive Coaching

Our team is also happy to develop customized training catering to the employer's needs. For example, in our peer support training, public safety peer support members are trained to recognize and address each other's needs, which creates a healthy and supportive culture that decreases incidence of administrative actions. Peer-to-peer support also provides a network of

response following critical incidents, line-of-duty deaths, and personal problems impacting work performance.

Workshop participants will:

- Learn about the peer support model
- Become aware of specific and personal work stressors
- Gain basic skills in understanding and addressing work stressors
- Receive resources for promoting peer support in their individual department

In our team-building training, attendees learn that success comes as much from team cooperation as from individual performance. Successful team formation and development is critical to achieving superior team performance. Team building focuses on developing specific team dynamics of trust, constructive conflict, commitment, accountability, and attention to achieve superior team performance.

Wellness Appointments

Wellness appointments are confidential opportunities for the employee to speak with a culturally-sensitive mental health professional. These appointments are for one hour and include the Symptom Checklist-90-Revised (SCL-90-R) assessment.

The psychologist will explore:

- Work challenges, adaptation, and coping with essential job functions. Perceived strengths and relative weaknesses
- Availability of family, social, church, and other support systems
- Knowledge of professional resources available to them through their work and/or community (family doc, EAP, private providers, etc.)

The employee will also receive psycho-educational material for reference.

The employer will receive "Attended/Did Not Attend" as the only feedback.

B. Assessment Descriptions

CPI260 – Police and Public Safety Selection Report (CPI260-PPSSR)
The CPI is a self-report questionnaire designed to measure normal-range human behavior. It consists of 260 true/false items representing concepts (such as tolerance, responsibility, integrity, empathy, and self-control) that are commonly used to describe and understand human behavior. The CPI Police and Public Safety Screening Report is a specialized report designed for use by licensed psychologists for evaluations of applicants for police and other public safety positions. This report helps the evaluator assess the psychological suitability of the applicant to perform the functions required by the position.

Fundamental Interpersonal Relations Orientation (FIRO-B)
The 54-item FIRO-B assessment measures interpersonal needs on three scales: inclusion, control, and affection. The FIRO-B reveals how interpersonal needs drive a person's behavior; shape a person's ability to build trust, influence others, and create productive relationships; facilitate the formation and re-engagement of teams; and highlight perceptual gaps that may inadvertently derail relationships. It generates a variety of comprehensive interpretive reports to support applications.

Minnesota Multiphasic Personality Inventory-2-Restructured Form (MMPI-2-RF)
Composed of 338 items, with the Restructured Clinical Scales at its core, the MMPI-2-RF builds on the strengths of the MMPI®-2 test to create a new standard. Psychometrically up-to-date, the MMPI-2-RF is linked to current models of psychopathology and personality. A comprehensive technical manual for the MMPI-2-RF reports empirical correlates of the scales in a range of settings, including mental health inpatient and outpatient clinics, substance abuse treatment centers, criminal court proceedings, personal injury and disability evaluations, and public safety employment evaluations.

Myers-Briggs Type Indicator (MBTI)
The MBTI helps individuals gain insight about themselves and how they interact with others while also helping improve how they communicate, learn, and work. It provides a powerful framework for building better relationships, driving positive change, harnessing innovation, and achieving excellence. The MBTI assessment makes Carl Jung's theory of psychological type both understandable and highly practical by helping individuals identify their preferences in four areas: where individuals focus their attention, how they take in information, how they make decisions based on that information, and how they deal with the world.

Personality Assessment Inventory (PAI)
This objective inventory of adult personality assesses psychopathological syndromes and provides information relevant for clinical diagnosis, treatment planning, and screening for psychopathology. The 344 PAI items constitute 22 non-overlapping scales covering the constructs most relevant to a broad-based assessment of mental disorders: four validity scales, 11 clinical scales, five treatment scales, and two interpersonal scales. To facilitate interpretation, and to cover the full range of complex clinical constructs, 10 scales contain conceptually derived subscales.

Personality Assessment Inventory Police and Public Safety Selection Report
The PAI Police and Public Safety Selection Report was created by Johnson, Robertsand Associates, Inc. (JR&A) in 1995. This special purpose employment selection report based on the PAI report was designed to be used by licensed psychologists in conducting psychological evaluations of applicants for police and other public safety positions. The principal purpose of the report is to help the evaluator assess the emotional stability of the applicant, in order to

screen out applicants who display job relevant psychopathology. It is generally paired with a test that assesses normal-range personality, such as the CPI.

PsychEval Personality Questionnaire with PsychEval Personality Questionnaire Interpretation (PEPQI)
The PEPQI assesses both normal and pathology-oriented personality traits to provide a multi-dimensional profile of your client. The combination of both domains in one assessment presents a unique perspective of your client's overall functioning. The report content contains normal personality traits, pathology-oriented personality traits, and occupational interests.

Symptom Checklist-90-Revised (SCL-90-R)
The SCL-90-R is a 90-item self-report symptom inventory developed by Clinical Psychometric Research. It is designed primarily to reflect the psychological symptom patterns of psychiatric and medical patients. The SCL-90-R is scored and interpreted in terms of nine primary symptom dimensions (somatization, obsessive-compulsive, interpersonal sensitivity, depression, anxiety, hostility, phobic anxiety, paranoid ideation, and psychoticism) and three global indices of distress (global severity index, positive symptom distress index, and positive symptom total). Ultimately, the 90 is a measure of current, point-in-time, psychological symptom status.

Thomas-Kilmann Conflict Mode Instrument (TKI)
The TKI is a tool that helps people understand how different conflict-handling styles affect interpersonal and group dynamics — and empowers them to choose the appropriate style for any situation. The TKI assesses an individual's typical behavior in conflict situations and describes it along the two dimensions of assertiveness and cooperativeness. It provides detailed information about how that individual can effectively use five different conflict-handling modes or styles.

IV. EXPERIENCE AND QUALIFICATIONS

A. ORGANIZATIONAL CHART

Law Enforcement Services Group, PLLC dba **The FMRT Group**	
President:	John F. Warren, III. Ph.D., PA-C, ABPP
Chief Executive Officer:	Elizabeth Morris, M.A.
Chief Operating Officer:	Jennifer Beauchamp, M.A., SHRM-CP
Chief Psychologist	Peter Schulz, Psy.D.
Medical Director:	Robert D. Rosen, M.D.
Research Psychologist:	Anthony D. Perillo, Ph. D.
Director of Operations:	Holly Lloyd
Director of Client Support:	Amanda Hopkins

Psychology Staff	**Medical Staff**
Dr. Christopher Baker	Rachel Beauchamp, FNP-C
Dr. Rebecca Barnette	Kelly Brillant, PA-C
Dr. Janice Dodge	Vanessa Cox, PA-C
Dr. Rebecca Gillespie	Brandi Knight, DNP
Dr. Samuel Gray	Tenika McCorkle, NP-C
Dr. Susan Leonard	Belinda McFee, PA-C
Dr. Alvin Malesky	Tami Miller, FNP-C
Dr. Todd Morton	Genevieve Morales, FNP-C
Dr. Amanda Poundstone	Katherine Murray, PA-C
Dr. Peter Schulz	Yolanda Nicholson, FNP-C
Dr. Laura Stewart	Dow Stick, NP-C
Dr. Peter Summers	

Client Support Team: Dana Dalton, Tamryn Darity, Bella Hughes, Jenna Kelly, Rebecca Kepley, Kaci Presgraves, Delonica Rogers, Evan Warren, and Jordyn Whitted.

B. POINT OF CONTACT

Employer inquiries can be directed to The FMRT Group's Chief Executive Officer and management team member, Elizabeth Morris. Having been with The FMRT Group since its inception in 2005, Elizabeth has been crucial in building the company to its successful standing today. Elizabeth is the first point of contact for questions or concerns.

Elizabeth Morris, M.A.
Chief Executive Officer
The FMRT Group
elizabeth@fmrt.org
(336) 761-0764 ext. 1011
Fax: (866) 222-5973

C. HISTORY AND ORGANIZATION ORIGIN

The President of The FMRT Group is both a board-certified forensic and police and public safety psychologist. In 2005, The FMRT Group recognized a growing need for pre-hire and post-hire psychological services among North Carolina safety-sensitive employers. Today, The FMRT Group has culturally aware members, which include the following teams:

- Management
- Growth and Development
- Client Services
- Psychological
- Medical
- Research

The FMRT Group's psychology staff members represent the discipline of clinical psychology and doctoral-level training with APA-approved internships from strong programs enhanced by professional work experiences with diverse agencies ranging from the Minneapolis-St. Paul Police Department to the Federal Bureau of Prisons. All FMRT professionals receive peer support, supervision, and mentoring by both our managing member Dr. John Warren, III and chief psychologist Dr. Peter Schulz. FMRT psychologists attend two annual Category I APA CE training events to learn from each other and enhance evidence-based psychological evaluations for safety-sensitive employers within accepted legal and ethical guidelines. In addition, both management and FMRT psychologists attend the Psychological Services Section training at IACP annual conferences. Complete curriculum vitae of all FMRT professionals are available upon request

V. SERVICE OPTIONS AND FEES PRICE LIST

A. Before-Hire Options and Fees

Before Conditional Offer Screening Options:

Biographical Assessment: The FMRT BRAINS™	$50.00

After Conditional Offer Psychological Evaluations Telepsych videoconference option available	$445.00
Optional Additional of EQ-I	*$150.00*

Due to the nature of our services, FMRT cannot file insurance claims/forms and must receive payment directly from the referring employer.

B. After-Hire Options and Fees

Annual Psychological Evaluations, including Special Team	$415.00
Coaching	TBD
Counseling (short-term)	$265.00 per hour
Critical Incident Appointments Cost includes one, recommended three-month follow-up appointment	$535.00
Fitness for Duty Evaluations - Psychological Follow-Up FFD Evaluations (when necessary)	$1,250.00 $625.00
Fitness for Duty Evaluations - Medical Follow-Up FFD Evaluations (when necessary)	$950.00 $535.00
Fitness for Duty Evaluations - Psychological & Medical Follow-Up FFD Evaluations (when necessary)	$2,000.00 $900.00
Peer Support Evaluations Peer Support Team Testing Only	$575.00 $265.00
Post-Deployment Appointments	$500.00
Psychological Promotional Evaluations	$675.00
Risk of Violence Evaluations Follow-Up Risk of Violence Evaluation (when necessary)	$1,650.00 $900.00
Special Team Evaluations	$595.00
Trainings	TBD
Wellness Appointments	$375.00

Due to the nature of our services, FMRT cannot file insurance claims/forms and must receive payment directly from the referring employer.

VI. ATTACHMENTS

A. THE FMRT GROUP'S CLIENT LIST

1. A-B Technical Community College Police Department
2. Aberdeen Fire Department
3. Aberdeen Police Department
4. Ada County Courthouse (ID)
5. Ahoskie Police Department
6. Alamance Community College
7. Alamance County Sheriff's Office
8. Albemarle Police Department
9. Allied Universal Security Services
    a. AUS – Charlotte
    b. AUS – Raleigh
    c. AUS – Winston-Salem
    d. AUS – West Virginia
    e. AUS – South Carolina
10. American Security Programs
11. Anderson County Sheriff's Office
12. Andrews Police Department – NC
13. Andrews Police Department (SC)
14. Angier Police Department
15. Anson County Sheriff's Office
16. Apex Fire Department
17. Apex Police Department
18. Appalachian Regional Healthcare System Police Department
19. Appalachian State University Police Department
20. Asheboro Police Department
21. Ashe County Sheriff's Office
22. ASG Private Police Agency
23. ASU Police Department
24. Asheville ABC LE Department
25. Asheville Airport Authority
26. Asheville Police Department
27. Asheville VA Medical Center Police Department
28. AS Solution
29. Atlantic Beach Police Department
30. Atlantic Beach Police Department (SC)
31. Aulander Police Department
32. Aurora Police Department
33. Avery County Sheriff's Office
34. Ayden Police Department
35. Badin Police Department
36. Bailey Police Department
37. Banner Elk Police Department
38. Beaufort County Community College Police Department
39. Beaufort County Sheriff's Office
40. Beaufort Police Department
41. Beech Mountain Police Department
42. Belhaven Police Department
43. Belmont Abbey College
44. Belmont University Campus Security
45. Benson Police Department
46. Bessemer City Police Department
47. Bethel Police Department
48. Beulaville Police Department
49. Billings Police Department
50. Biltmore Forest Police Department
51. Black Mountain Police Department
52. Blowing Rock Police Department
53. Blue Ridge Community College Police Department

54. Blue Ridge Public Safety
55. Bluffton Police Department (SC)
56. Boiling Spring Lakes Police Department
57. Boone Police Department
58. Boonville Police Department
59. Boston Healthcare Systems Police Services (MA)
60. Brevard Police Department
61. Brookford Police Department
62. Brunswick Community College Police Department
63. Brunswick County Sheriff's Office
64. Buncombe Co. Sheriff's Office
65. Burgaw Police Department
66. Burke County Sheriff's Office
67. Burlington Police Department
68. Burnsville Police Department
69. Butner Public Safety
70. Cabarrus County EMS
71. Cabarrus County Sheriff's Office
72. Caldwell County Sheriff's Office
73. Camden County Sheriff's Office
74. Camden Police Department (SC)
75. Candor Police Department
76. Canton Police Department
77. Cape Carteret Police Department
78. Capitol Special Police Department
79. Carolina Beach Police Department
80. Carrboro Police Department
81. Carthage Police Department
82. Cary Police Department
83. Caswell Beach Police Department
84. Caswell County Sheriff's Office
85. Catawba County Sheriff's Office
86. Catawba Police Department
87. Centralina Council of Governments
88. Chapel Hill Fire Department
89. Chapel Hill Police Department
90. Charlotte Fire Department
91. Charlotte-Mecklenburg Police Department
92. Cheraw Police Department (SC)
93. Cherokee Indian Police Department
94. Cherryville Police Department
95. Chesterfield County Sheriff's Office (SC)
96. Chester County Sheriff's Office (SC)
97. Chester Police Department (SC)
98. China Grove Police Department
99. Chowan University Police Department
100. Circle V Fire Department
101. Claremont Police Department
102. Clarendon County Sheriff's Office (SC)
103. Clayton Police Department
104. Cleveland County Sheriff's Office
105. Clio Police Department (SC)
106. Clinton Police Department
107. Clover Police Department (SC)
108. Clyde Police Department
109. Columbia Police Department (SC)
110. Coastal Carolina Campus Police Department
111. Columbus ABC
112. Columbus Police Department
113. Concord Fire Department
114. Concord Police Department
115. Conover Police Department
116. Conway Police Department (SC)
117. Cooleemee Police Department
118. Cornelius Fire Department
119. Cornelius Police Department
120. Crabtree Valley Special Police Department
121. Creedmoor Police Department
122. CSX Railroad/Transportation

123. Cumberland County Sheriff's Office
124. Dallas Police Department
125. Dare County Sheriff's Office
126. Dalrington County Prison (SC)
127. Davidson College Police Department
128. Davidson Police Department
129. Denmark Police Department (SC)
130. Denton Police Department
131. Developmental Associates
132. Dobson Police Department
133. Duck Police Department
134. Dunn Police Department
135. Duplin County Sheriff's Office
136. Durham County ABC Board
137. Durham County Sheriff's Office
138. Durham Emergency Communication
139. Durham Police Department
140. Durham Technical Community College Campus Police
141. Eagle Eye Company Police
142. East Bend Police Department
143. East Carolina Health Company Police
144. East Carolina University Police Department
145. East Spencer Police Department
146. Eden Police Department
147. Edenton Police Department
148. Edgecombe County Sheriff's Office
149. Elizabeth City Police Department
150. Elizabeth City State University Police Department
151. Elkin Police Department
152. Elon Police Department
153. Elon University Police Department
154. Emerald Isle Police Department
155. Enfield Police Department
156. Fairmont Dept of Public Safety
157. Farmville Police Department
158. Fayetteville Emergency Communication Center
159. Fayetteville Police Department
160. Fayetteville State University Police Department
161. Fletcher Police Department
162. Forest City Police Department
163. Forest Grove Police Department
164. Forsyth County EMS
165. Forsyth County Fire Department
166. Forsyth County Sheriff's Office
167. Forsyth Medical Center
168. Forsyth Technical Community College Police Department
169. Fountain Inn Police Department (SC)
170. Fountain Police Department
171. Village Police Department
172. Franklin County Sheriff's Office
173. Franklin Police Department
174. Franklinton Police Department
175. Fremont Police Department
176. Fuquay-Varina Police Department
177. Furman University Police Department (SC)
178. Garner Police Department
179. Gaston County Police Department
180. Gaston County Sheriff's Office
181. Gaston Police Department
182. Gastonia Fire Department
183. Gastonia Police Department
184. Gibsonville Police Department
185. Goldsboro Police Department
186. Goose Creek Fire and EMS (SC)
187. Goose Creek Police Department
188. Graham Police Department
189. Granite Falls Police Department
190. Granite Quarry Police Department
191. Greensboro Police Department

192. Greenwood Police Department (SC)
193. Greenville County Sheriff's County (SC)
194. Greenville Fire Department (SC)
195. Greenville Fire & Rescue
196. Greenville Police Department
197. Greenville Police Department (SC)
198. Greer Fire Department (SC)
199. Greer Police Department (SC)
200. Grifton Police Department
201. Guilford County Police Department
202. Guilford County Sheriff's Office
203. Guilford Technical Community College Police Department
204. Hamlet Police Department
205. Hampton County Sheriff's Office (SC)
206. Hanahan Police Department (SC)
207. Hanover Police Department
208. Hardeeville Police Department (SC)
209. Harnett Health System
210. Hartsville Police Department (SC)
211. Havelock Police Department
212. Haw River Police Department
213. Haywood County Sheriff's Office
214. Henderson County Emergency Services
215. Henderson County Sheriff's Office
216. Henderson Police Department
217. Hendersonville Police Department
218. Hertford Police Department
219. Hickory Fire Department
220. Hickory Police Department
221. High Point 911
222. High Point Police Department
223. High Point University Police Department
224. Highlands Police Department
225. Hillsborough Police Department
226. Hoke County Sheriff's Office
227. Holden Beach Police Department
228. Holly Ridge Police Department
229. Holly Springs Police Department
230. Hope Mills Police Department
231. Hot Springs Police Department
232. Hudson Police Department
233. Huntersville Police Department
234. Iredell County 911
235. Iredell County Sheriff's Office
236. Isle of Palms Police Department (SC)
237. Jacksonville Police Department
238. Johnson C. Smith University
239. Jonesville Police Department
240. Kannapolis Police Department
241. Kernersville Fire Department
242. Kernersville Police Department
243. King Police Department
244. Kingstree Police Department (SC)
245. Kinston Police Department
246. Kitty Hawk Police Department
247. Knightdale Fire Department
248. Knightdale Police Department
249. Kotzebue Police Department (AK)
250. Kure Beach Police Department
251. Lake Lure Police Department
252. Lake Royale Police Department
253. Lancaster Police Department (SC)
254. Landor University Department of Public Safety (SC)
255. Landis Police Department
256. Laurel Park Police Department
257. Lauren County Sheriff's Office (SC)
258. Laurinburg Police Department
259. Lee County Sheriff's Office (SC)

260. Lees- McRae College Police Department
261. Leland Police Department
262. Lenoir County Sheriff's Office
263. Lenoir Memorial Hospital
264. Lenoir Police Department
265. Lewiston Woodville Police Department
266. Lexington Police Department
267. Liberty Police Department
268. Lillington Police Department
269. Lincoln County Sheriff's Office
270. Lincolnton Police Department
271. Linville Land Harbor Special Police
272. Livingston College
273. Locust Police Department
274. Loris Police Department (SC)
275. Longview Police Department
276. Louisburg College Police Department
277. Louisburg Police Department
278. Lowell Police Department
279. Madison Police Department
280. Maggie Valley Police Department
281. Manning Police Department (SC)
282. Manteo Police Department
283. Marion Correctional Institute
284. Marion Police Department
285. Marlboro County Sheriff's Office (SC)
286. Mars Hill Police Department
287. Marshall Police Department
288. Marshville Police Department
289. Martin County Sheriff's Office
290. Matthews Fire Department
291. Matthews Police Department
292. Maxton Police Department
293. Mayodan Police Department
294. Maysville Police Department
295. McColl Police Department (SC)
296. Mebane Police Department
297. Mecklenburg County ABC Board
298. Mecklenburg County Sheriff's Office
299. Meredith College Police Department
300. Mid-Atlantic Private Protective Services
301. Middlesex Police Department
302. Mint Hill Police Department
303. Misenheimer Police Department
304. Mission Hospital Police Department
305. Mitchell County Sheriff's Office
306. Mocksville Police Department
307. Monroe Police Department
308. Montreat College Campus Safety
309. Montreat Police Department
310. Moore County Schools Police Department
311. Mooresville Police Department
312. Morganton Public Safety
313. Morrisville Police Department
314. Morven Police Department
315. Mount Airy Police Department
316. Mount Holly Police Department
317. Mount Olive Police Department
318. Mt. Gilead Police Department
319. Murfreesboro Police Department
320. Nags Head Police Department
321. Nash Community College Police Department
322. Nash County Sheriff's Office
323. Nashville Police Department
324. Navassa Police Department
325. NC Alcohol Law Enforcement Department
326. NC Arboretum Campus Police Department
327. NC A&T State University Police Department
328. Department of Environment and Natural Resource
329. NC Department of Insurance

330. NC Department of Public Safety
331. NC Division of Forest Resources
332. NCDPS Special Operations and Intelligence Unit
333. NC General Assembly Police Department
334. NC Marine Patrol, Division of Marine Fisheries
335. NC State Capitol Police Department
336. NC State Ports Authority
337. NC State University Police Department
338. NC Wildlife
339. New Bern Police Department
340. Newberry County Sheriff's Office (SC)
341. Newberry Police Department (SC)
342. New Hanover County Sheriff's Office
343. New Hanover County Regional Medical Center Police Department
344. Newland Police Department
345. Newport Police Department
346. Newton Police Department
347. Night Hawk Company Police
348. Norfolk Southern Railway Police Department
349. Norlina Police Department
350. North Carolina Industrial Commission
351. North Carolina Metropolitan Special Police
352. North Carolina Supreme Court
353. North Charleston Police Department (SC)
354. North State Company Police
355. North Topsail Beach Police Department
356. Northwest Police Department
357. North Wilkesboro Police Department
358. Norwood Police Department
359. Oak Island Police Department
360. Oakboro Police Department
361. Oconee County Sheriff's Office (SC)
362. Old Dominion Security Department (Burlington)
363. Old Fort Police Department
364. On Point Company Police
365. Onslow County Sheriff's Office
366. Orange County Sheriff's Office
367. Oriental Police Department
368. Oxford Police Department
369. Pamplico Police Department (SC)
370. Parkton Police Department
371. Pawleys Island Police Department (SC)
372. Pender County Sheriff's Office
373. Phoenix Special Police
374. Pickens County Sheriff's Office (SC)
375. Pickens Police Department (SC)
376. Pikeville Police Department
377. Pilot Mountain Police Department
378. Pinehurst Police Department
379. Pine Knoll Shore Fire and EMS
380. Pine Knoll Shore Police Department
381. Pinetops Police Department
382. Pineville Police Department
383. Pitt Community College Police Department
384. Pitt County Sheriff's Office
385. Pittsboro Police Department
386. Plymouth Police Department
387. Polkton Police Department
388. Pollocksville Police Department
389. Princeton Police Department
390. Princeville Police Department
391. Raeford Police Department
392. Raleigh Fire Department

393. Raleigh-Wake Emergency Communications Center
394. Ramseur Police Department
395. Randleman Police Department
396. Ranlo Police Department
397. Red Springs Police Department
398. Reidsville Police Department
399. Richlands Police Department
400. Rich Square Police Dept.
401. River Bend Police Department
402. Roanoke Rapids Police Department
403. Robersonville Police Department
404. Robbins Police Department
405. Rock Hill Police Department (SC)
406. Rockingham Co. Sheriff's Office
407. Rockingham Police Department
408. Rocky Mount Police Department
409. Rockwell Police Department
410. Rolesville Police Department
411. Rowan County Sheriff's Office
412. Roxboro Police Department
413. Rutherford County Sheriff's Office
414. Rutherfordton Police Department
415. Saint Augustine University Police Department
416. Salisbury Police Department
417. Salisbury VA Medical Center
418. Saluda Police Department
419. Sandhills Community College Police Department
420. Scotland County Sheriff's Office
421. Scotland Neck Police Department
422. Security Innovations Protective Services
423. Seneca Police Department (SC)
424. Seven Devils Police Department
425. Sharpsburg Police Department
426. Shaw University Police Department
427. Sheep Dog Public Safety
428. Siler City Police Department
429. Simpsonville Police Department (SC)
430. Smithfield Police Department
431. South Carolina Department of Natural Resources (SC)
432. South Eastern Company Police
433. Southport Police Department
434. Southern Pines Police Department
435. Southern Pines Fire Department
436. Southern Shores Police Department
437. Spartanburg Community College (SC)
438. Spencer Police Department
439. Spindale Police Department
440. Spring Hope Police Department
441. Spring Lake Police Department
442. Stallings Police Department
443. Stanfield Police Department
444. Stantonsburg Police Department
445. State Special Police
446. Statesville Fire Department
447. Statesville Police Department
448. Stem Police Department
449. Stokes County Sheriff's Office
450. Stoneville Police Department
451. Sugar Mountain Police Department
452. Summerton Police Department (SC)
453. Sumter County Sheriff's Office (SC)
454. Sunset Beach Police Department
455. Sunstates Security Services
456. Surf City Police Department
457. Surry County Sheriff's Office
458. Swain County Sheriff's Office
459. Swansboro Police Department
460. Sylva Police Department
461. Tabor City Police Department
462. Tarboro Police Department
463. Taylorsville Police Department

464. Taylortown Police Department
465. Tega Cay Police Department (SC)
466. Texas Rangers Major League Baseball Team
467. Thomasville Police Department
468. Topsail Beach Police Department
469. Town of Aberdeen
470. Town of Ahoskie
471. Transylvania County Sheriff's Office
472. Travelers Rest Police Department (SC)
473. Trent Woods Police Department
474. Troutman Police Department
475. Troy Police Department
476. Tryon Police Department
477. Tyrrell County Sheriff's Office
478. Union County DSS
479. Union County Sheriff's Office
480. Union County Sheriff's Office (SC)
481. Union County Telecommunicators
482. UNC–Asheville Police Department
483. UNC-Chapel Hill Police Department
484. UNC–Charlotte Police Department
485. UNC–Greensboro Police Department
486. UNC–School of the Arts Police Department
487. UNC–Wilmington Police Department
488. Union Department of Public Safety (SC)
489. USISS Agency, LLC
490. Valdese Police Department
491. Vance County Sheriff's Office
492. Vance-Granville Community College Public Safety
493. Vanceboro Police Department
494. Vass Police Department
495. Vidant Medical Police Department
496. Wadesboro Police Department
497. Wake County ABC Board
498. Wake County Sheriff's Office
499. WakeMed Campus Police Department
500. Wake Forest Baptist Medical Center Security
501. Wake Forest Police Department
502. Wake Forest University Police Department
503. Walhalla Police Department (SC)
504. Wallace Police Department
505. Ware Shoals Police Department (SC)
506. Warrenton Police Department
507. Washington Fire Rescue EMS Services
508. Washington Police Department
509. Waxhaw Police Department
510. Wayne Community College Police Department
511. Wayne Memorial Hospital Company Police
512. Waynesville Police Department
513. Weaverville Police Department
514. Weldon Police Department
515. Wendell Police Department
516. West Columbia Police Department (SC)
517. Western Carolina University Police
518. Western Carteret Fire and EMS
519. Westminster Police Department (SC)
520. West Texas VA Medical Center
521. West Union Police Department
522. Whispering Pines Police Department
523. Whitakers Police Department
524. Wilkes Community College Safety and Security Department

525. Wilkesboro Police Department
526. Wilkes County Sheriff's Office
527. Williamsburg County Sheriff's Office (SC)
528. Williamston Police Department
529. Wilmington International Airport Police Department
530. Wilmington Police Department
531. Wilson County Sheriff's Office
532. Wilson Fire Department
533. Wilson Police Department
534. Wilsons Mills Police Department
535. Wingate Police Department
536. Winston-Salem Fire Department
537. Winston-Salem Police Department
538. Winston-Salem State University Police Department
539. Winthrop University Police Department (SC)
540. Winterville Police Department
541. Woodfin Police Department
542. Woodland Police Department
543. Wrightsville Beach Police Department
544. Yadkin County Sheriff's Office
545. Yadkinville Police Department
546. Yancey County Sheriff's Office
547. York County Detention Center (SC)
548. York County Sheriff's Office
549. York County Public Safety Communications (SC)
550. York Police Department (SC)
551. Youngsville Police Department
552. Zebulon Police Department

B. REFERENCES

Mecklenburg County Sheriff's Office	
Address	700 E. 4th Street, Charlotte, NC 28202
Contact Person	HR Manager, Mary Dellinger
Phone Number	704-336-2543
E-mail Address	mary.dellinger@mecklenburgcountync.gov
Description of Services Performed	Pre-Conditional Offer Screenings; Post-Conditional Offer Psychological Evaluations
Charlotte-Mecklenburg Police Department	
Address	601 East Trade Street, Charlotte, NC 28202
Contact Person	Sergeant David Miller
Phone Number	(704) 432-1620
E-mail Address	dmiller1@cmpd.org
Description of Services Performed	Pre-Conditional Offer Screenings; Post-Conditional Offer Psychological Evaluations; Fitness for Duty Evaluations; Critical Incident Appointments
Guilford County Sheriff's Office	
Address	400 W. Washington Street
Contact Person	Sergeant Roy Jackson
Phone Number	(336) 641-7787
E-mail Address	rjackso@guilfordcountync.gov
Description of Services Performed	Pre-Conditional Offer Screenings; Post-Conditional Offer Psychological Evaluations; Fitness for Duty Evaluations; Follow-up Fitness for Duty Evaluations; Critical Incident Appointments; Peer Support Training and Evaluations; Special Team Evaluations
Greensboro Police Department	
Address	100 E. Police Plaza, Greensboro, NC 27401
Contact Person	Sergeant Ryan Todd
Phone Number	(336) 433-7380
E-mail Address	rb.todd@greensboro-nc.gov
Description of Services Performed	Pre-Conditional Offer Screenings; Post-Conditional Offer Psychological Evaluations; Fitness for Duty Evaluations; Peer Support Training and Evaluations; Critical Incident Appointments; Annual Psychological Evaluations

Proposal Response Form

Pricing

Submission of any proposal signifies the Respondent's agreement that its response and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Respondent. All prices submitted with the response shall remain in effect for the ninety (90) day period.

Post-conditional Offer Rate: $ 445

Post-employment Fitness for Duty Rate: $ 1,250

Follow up for Post-conditional Rate: $ 415

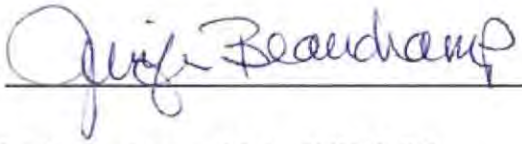
Follow up for Post-employment Fitness for Duty Rate: $ 625

References:

Provide on a separate sheet the following for references:

- Company Name
- Address
- Contact Person
- Phone Number
- Email
- Additional notes

Signature

Authorized Signature: 

Printed Name: Jennifer Beauchamp, M.A.,SHRM-CP

Title: Chief Operating Officer & Management Team Member

Date: 10/20/2021

Rowan County Purchasing Department
130 West Innes Street • Salisbury, NC 28144
Phone: 704-216-8174
Email: anna.bumgarner@rowancountync.gov

Addendum I RFP #2022-013 Psychological Services

Q1) Based on IACP (International Association of Chiefs of Police) Psych Services Section Guideline and the California POST, on pre-employment psychological evaluations, we determine suitability. They are Suitable or Not Suitable as pre-employment findings. Will this be acceptable? (Reference: Page 7, Required Service)

A1) Suitable or Not Suitable is acceptable.

11/02/2021

American Board of Professional Psychology

Be it known that

John Frank Warren, PhD

Has met the qualifying, examination, and professional standing requirements
for Specialty Board Certification in

Police & Public Safety Psychology

In witness whereof, the American Board of Professional Psychology
grants this diploma under Seal and Signature.

October 18, 2013

Diploma Number 7428

President, American Board of Police & Public Safety Psychology

President, American Board of Professional Psychology

Executive Officer, American Board of Professional Psychology

The North Carolina Psychology Board

hereby certifies that

Peter D. Schulz, Psy.D.

has met the requirements of the Board and is duly licensed as a

Licensed Psychologist

In witness whereof the Board has granted this document under its seal

Signatures on this eighth day of November, 2005

License Number 3176

NORTH CAROLINA PSYCHOLOGY BOARD

Chairperson

Vice Chairperson

Member

Member

Member

Member

Member

01/14/2008 15:37 FAX 9196546795 TRINGLE FORENSIC PSYCH 002

The North Carolina Psychology Board

hereby certifies that

Christopher Alan Baker, Psy.D.

has met the requirements of the Board and is duly licensed as a

Licensed Psychologist

In witness whereof the Board has granted this document under its seal
Signatures on this thirty-first day of August, 2016

License Number 5048

NORTH CAROLINA PSYCHOLOGY BOARD

_____	Chair
_____	Vice-Chair
Helen L. Bramley, Psy.D.	Member
Sarah Lynn Bello Lambert, BSN, MEd.	Member
_____	Member
J. Anthony Powell M.A.	Member
_____	Member

The North Carolina Psychology Board

hereby certifies that

Laura Knight Stewart, Psy.D.

has met the requirements of the Board and is duly licensed as a

Licensed Psychologist

In witness whereof the Board has granted this document under its seal
Signatures on this twenty-second day of December, 2020

License Number 5844

NORTH CAROLINA PSYCHOLOGY BOARD

Helen L. Bramley, Ph.D. — Chair
Vice-Chair
Member
Susan Hurt, PhD — Member
Member
Member
Member

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 11/19/21
SUBJECT: Approval of Change Order 1 with Carolina Siteworks for Roadway Project

---

Carolina Siteworks has submitted a change order for the roadway project. McGill Associates, PA has recommended that the change order be approved for this project. This change order covers two items and has a total cost of $16,987.

1. Clear trees as required and haul off debris. Install temporary 6" PVC sanitary sewer service diversion line, approximately 120 LF with 2 clean outs. Remove the temporary sewer line as required. Add 4 calendar days to the project construction time. Cost not to exceed $12,437.
2. Construct the utility system per the revised sequence. Replace the existing cone section on SSMH-2 and complete the work per SRU specifications. Add 1 calendar day to the project construction time. Cost not to exceed $4,550.00

These changes will bring the total cost of the project to $497,507.

Attached is the proposed Change Order One with Carolina Siteworks and budget amendment.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to approve Change Order One for the Roadway Project not to exceed $16,987 bringing the total cost of this project to $497,507.
AND
Approve the attached budget amendment to allocate funds for this project.

ATTACHMENTS:

Description	Upload Date	Type
Change Order 1 - Roadway Project	11/19/2021	Backup Material
Budget Amendment	11/22/2021	Backup Material

CAROLINA SITEWORKS, INC.
Post Office Box 280
China Grove, North Carolina 28023
Telephone: 704-855-7483
Fax: 704-855-9676

November 4, 2021

To: County of Rowan

Project: Rowan County Roadway Project
Salisbury, NC

REQUEST FOR CHANGE ORDER ONE:

Clear trees as required and haul off debris. Install temporary 6" PVC sanitary sewer service diversion line, approximately 120 LF with 2 clean outs. Remove the temporary sewer line as required.

Add 4 calendar days to the project construction time.

ADD TO TOTAL: $12,437.00

Construct the utility system per the revised sequence. Replace the existing cone section on SSMH-2 and complete the work per SRU specifications.

Add 1 calendar day to the project construction time.

ADD TO TOTAL: $4,550.00

NOTE: Pricing assumes a Dellinger or Precast Supply cone will fit the existing SSMH base / riser.

No demolition of unseen footings, concrete, or rocks is included. No density testing, extra grading, undercut, rock excavation, landscaping, permits, bonds, fencing, gates, handrails, or anything else not specified above included. No allowances for extra work included. No removal, repair, relocation, or other work included for any buried utility line in any location.

Respectfully submitted,

Darrell Shell
Carolina Siteworks, Inc.

Accepted as Contract: Carolina Siteworks, Inc.

_____ _____

_____ _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: ANIMAL SERVICES/COUNTY MANAGER

EXPLANATION IN DETAIL: Requesting the use of General Fund's unrestricted fund balance to cover change order related to the road that leads to the animal shelter.

Prepared by: JHOWDEN
Date: 11/19/2021

BUDGET INFORMATION:

-

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
FUND BALANCE UNRESTRICTED	R	1144112-495000	12,987	
C/A - ROAD ANIMAL SHELTER	E	1154112-575045	12,987	

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner
DATE:	11/19/21
SUBJECT:	Approval of Task Order 16 with McGill Associates, PA for Construction Phase Service for Water and Sewer Work on Access Road

---

Rowan County has a current contract with McGill Associates, PA that was entered into in February 2016 for Engineering Services related to the Rowan County Access Road Water and Sewer Construction. Task Order 7 authorized Construction Phase services for the roadway, however no task order included Construction Phase services for the water and sewer work. This Task Order 16 will add the water and sewer work to the Construction Phase services previously authorized. Total project compensation shall be a Lump Sum amount of $15,000 and shall be billed by percentage complete as work progresses, monthly. This amount shall be an addition to previously approved construction phase services for the project. This will bring the total contract with McGill to $48,000.

Attached is the proposed Task Order 16 with McGill Associates, PA.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to enter into a contract with McGill Associates, PA for Task Order 16 for construction phase services for the water and sewer work for a cost not to exceed $15,000.

ATTACHMENTS:

Description	Upload Date	Type
Task Order 16 McGill	11/19/2021	Cover Memo

TASK ORDER NO. 16

This **TASK ORDER NO. 16** dated the _____, day of September 2021, is a supplement to the **MASTER SERVICES AGREEMENT** dated February 19, 2016 between Rowan County, North Carolina, hereinafter referred to as "OWNER" and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled: **Rowan County Access Road Water and Sewer Construction Phase**

SECTION 1 - PROJECT DESCRIPTION:

A. Under previously issued Task Orders 7 and 13, ENGINEER was authorized to design, permit, and solicit bids for construction of the proposed access road from Julian Road to Corporate Center Drive (approximately 1,000 linear feet) along with extension of municipal water and sewer. Task Order 7 authorized Construction Phase services for the roadway, however no task order included Construction Phase services for the water and sewer work. This Task Order 16 will add the water and sewer work to the Construction Phase services previously authorized.

SECTION 2 - SCOPE OF SERVICES:

The following scope of services will be provided:

a. The addition of Construction Phase services for the water and sewer portion of the project.

SECTION 3 – COMPENSATION

A. The Owner shall pay the Engineer for services outlined in Task Order No. 16 for the PROJECT in accordance with our current Master Services Agreement Section 2 – Basic Services 2.4. Total project compensation shall be a Lump Sum amount of **$15,000** and shall be billed by percentage complete as work progresses, monthly. This amount shall be an addition to previously approved construction phase services for the project.

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. 16 in duplicate originals:

EXECUTED this _____ day of December, 2021.

McGill Associates, P.A.

By: _____

Douglas Chapman, PE
Hickory Office Manager

Rowan County

By: _____

Aaron Church
County Manager

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

By: _____

Jim Howden
Finance Director

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director
DATE: 11-19-21
SUBJECT: Annual Bond Report

As required by NC General Statute 162-9, attached is the Annual Bond Report for your approval.

Please approve the attached Annual Bond Report.

ATTACHMENTS:

Description	Upload Date	Type
Bond Report	11/19/2021	Cover Memo

Rowan County Bonds

Name	Position	Bond Amount	Total Premium	Term	Expires	Underwriter
Kevin L. Auten	Sheriff	$25,000.00	$443.00	4 Years	12/1/2022	Penn National
James M. Howden	Finance Director	$200,000.00	$1,850.00	2 Year	10/1/2022	Penn National
Tonya C. Parnell	Tax Administrator	$200,000.00	$675.00	1 year	11/1/2022	Ohio Casualty
Jonathan E. Brindle	Register of Deeds	$50,000.00	$200.00	4 Years	12/1/2022	SureTec Insurance
THE STATE SETS THE MAXIMUM BOND AMOUNT FOR SHERIFFS AT $25,000 AND FOR REGISTER OF DEEDS AT $50,000						

As required by NC General Statute 162-9, the board of county commissioners in every county shall take and approve the official bond of the sheriffs, which they shall cause to be registered and the original deposited with the clerk of superior court for safekeeping.

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: November 22, 2021
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
OCTOBER 2021 VTS REFUNDS	11/29/2021	Cover Memo

OCTOBER 2021 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS#	REFUND
ADAMS, TIMOTHY TURRELL	706 W KERR ST		SALISBURY	NC	28144	Vehicle Sold	231003312	108.44
AKERS, RICKY LEE	4215 LONG FERRY RD		SALISBURY	NC	28146	Vehicle Sold	154341842	235.23
BATES, DIANE CHRISTINE	13105 MEGAN DR		ROCKWELL	NC	28138	Vehicle Sold	154776400	131.87
BEAVER, ALAN LANE	1040 ASA LN		SALISBURY	NC	28146	Vehicle Sold	153681422	307.44
BEAVER, EDDIE LANE	1145 LAKE DR		CHINA GROVE	NC	28023	Vehicle Sold	231512784	276.88
BEEMER, SUSAN JAYNE	10000 GROVER CIRCLE		ANCHORAGE	AK	99507	Vehicle Sold	230522127	64.48
BLEVINS, CHAD SCOTT	144 BEECHWOOD DR		SALISBURY	NC	28147	Vehicle Totalled	154341830	27.36
BOSTICK, DAMON JAMAR	206 DOE RIDGE DR		CLEVELAND	NC	27013	Vehicle Sold	231512724	40.90
BRADLEY, DENNIS LEE	270 RIMER RD		SALISBURY	NC	28146	Vehicle Sold	153681414	17.37
CALVERT, GORDON MAURICE JR	1680 CORRIHER GRANGE RD		MOORESVILLE	NC	28115	Vehicle Sold	154058798	118.69
CAMPAGNA, CRYSTAL BRANDENBURG	440 MOUNT VERNON PARK RD		SALISBURY	NC	28147	Vehicle Sold	153806072	22.30
CAMPBELL, ELIZABETH HUDDLESTON	340 VINEYARD DR		SALISBURY	NC	28146	Vehicle Sold	153945366	15.94
COLLINS, KIRSTEN	701 COURT SIDE DR		SALISBURY	NC	28147	Vehicle Sold	230522079	76.21
CONDON, DAVID THOMAS	695 BERNHARDT RD		SALISBURY	NC	28147	Vehicle Sold	153681390	10.90
COOK, HARLEY REID	2655 MT HOPE CHURCH RD		SALISBURY	NC	28146	Vehicle Sold	154341820	77.92
COOK, TIMOTHY MARK	PO BOX 423		ROCKWELL	NC	28138	Vehicle Sold	154776404	15.83
CRYE, LOUIE SAM	409 TEMPLE TERRACE LN		STAR	NC	27396	Vehicle Sold	154856032	44.87
DICKSON, ROGER DALE II	444 STAFFORD ESTATES DR		SALISBURY	NC	28146	Vehicle Sold	154776182	79.68
DOGS BY ANDY K-9 SERVICESLLC	6460 YOUNT DR		SALISBURY	NC	28147	Vehicle Sold	153681436	78.71
DROLLETTE, KIMBERLY ANN	5192 NORTHVIEW DR		HICKORY	NC	28601	Situs error	309883436	123.34
ELLER, CHRISTOPHER LEE	423 SAINT PAULS BLVD UNIT 2E		NORFOLK	VA	23510	Reg . Out of state	154059146	72.73
FONDREN, EDGAR LONNIE SR	140 ARROW DR		CHINA GROVE	NC	28023	Vehicle Sold	153681432	98.44
FRAZIER, RHONDA S	841 ALTA WAY		KANNAPOLIS	NC	28081	Vehicle Totalled	231511500	22.95
GAGNON, SHARON SPONAUGLE	1555 LIBERTY RD		GOLD HILL	NC	28071	Vehicle Sold	153681408	2.95
GRANT, JOE ROBERT	695 SASSAFRAS LN		SALISBURY	NC	28147	Vehicle Sold	154341832	213.36
GULLEDGE, MELISSA REBECCA	5630 NC 152 W		CHINA GROVE	NC	28023	Situs error	308003940	190.85
HEAVNER, TONY EUGENE	1515 OAKRIDGE DR		SALISBURY	NC	28146	Vehicle Sold	153945350	79.27
HEDENSKOG, MARY PENNINGTON	1131 LEGION CLUB RD		SALISBURY	NC	28146	Vehicle Sold	154341828	182.54
HELMS, WILLIAM GARY	2400 KRISTEN LN		KANNAPOLIS	NC	28083	Vehicle Sold	231512760	21.66
HENDRIX, TERRY WAYNE	1206 BEATEN PATH RD		CHINA GROVE	NC	28023	Vehicle Sold	154776390	23.11
HERNANDEZ, JOSE DAVID ORTIZ	1125 PHILLIP ST		SALISBURY	NC	28147	Vehicle Sold	153681440	113.02
HIATT, CHRISTOPHER DAVID	250 SCRUB PINE DR		SALISBURY	NC	28146	Situs error	309411272	131.20
HIPPLE, AMANDA LYNN	PO BOX 864		FAITH	NC	28041	Vehicle Totalled	154533572	119.69
HIPPLE, AMANDA LYNN	PO BOX 864		FAITH	NC	28041	Vehicle Sold	154533590	24.14
JOHNSON, KHADECHA RENEE	330 WATERSTONE DR		SALISBURY	NC	28146	Vehicle Sold	154776364	25.15
JONES, BILLY RAY	2745 HOLLYWOOD DR		SALISBURY	NC	28144	Vehicle Sold	154341836	16.59
JOYNER, JOSEPH ALONZA	102 DEVYNNE CT		SALISBURY	NC	28146	Situs error	230616903	21.07

Tonya Parnell
Tax Collector

LAMBE, HANNAH JEAN-MARIE	11550 HIGHWAY 801		MOUNT ULLA	NC	28125	Tag Surrender	154941964	158.83
LEE, JENNIFER DIANA	10820 HIGHWAY 52		ROCKWELL	NC	28138	Situs error	307003788	146.51
LIMBERG LAWN AND LANDSCAPE INC	820 MAYHEW ST		MOORESVILLE	NC	28115	Vehicle Sold	154776370	24.91
LIMBERG LAWN AND LANDSCAPE INC	820 MAYHEW ST		MOORESVILLE	NC	28115	Vehicle Sold	154776374	136.44
LINEBERGER, KEVIN AULTMAN	700 BERNHARDT RD		SALISBURY	NC	28147	Vehicle Sold	154776394	64.42
MARTINEZ, LUDMILLA COLLEEN	1026 S FULTON ST		SALISBURY	NC	28144	Vehicle Totalled	231088203	128.98
MARTS, THOMAS EDWARD	1020 N MAIN ST		SALISBURY	NC	28144	Vehicle Totalled	230522097	62.73
MASON, ERIC BRUCE	302 HAWKINSTOWN RD		SALISBURY	NC	28144	Vehicle Totalled	231512727	3.72
MATTHEWS, KENNETH MICHAEL	1207 JACKSON ST		KANNAPOLIS	NC	28083	Vehicle Sold	232164579	64.01
MCMILLAN, JOHN ALLEN	2209 OLD MOCKSVILLE RD		SALISBURY	NC	28144	Vehicle Sold	231512775	25.80
MCMILLAN, JOHN ALLEN	2209 OLD MOCKSVILLE RD		SALISBURY	NC	28144	Vehicle Sold	231512808	39.98
MCMILLAN, JOHN ALLEN	2209 OLD MOCKSVILLE RD		SALISBURY	NC	28144	Vehicle Sold	231512802	52.67
MORENO MONDRAGON, RAFAEL	1077 MAIDSTONE DR	LOT 22	SALISBURY	NC	28147	Vehicle Sold	153945884	18.66
MOSS, ROBBIE LYNN	507 PARK ST		CHINA GROVE	NC	28023	Vehicle Sold	153681382	88.13
NEELY, JARVIS DEGAMA	256 WINDSOR DR		SALISBURY	NC	28144	Vehicle Sold	230522169	210.56
OVERTON, CHERINA IYESHIA	255 WATERSTONE DR		SALISBURY	NC	28146	Vehicle Sold	230407248	242.58
PEUGH, RANDALL LEE	2305 AIRPORT RD		SALISBURY	NC	28147	Vehicle Sold	153945358	5.05
PLEITEZ DE ESTRADA, MARIA ENMA	228 MORLAN PARK RD		SALISBURY	NC	28146	Vehicle Sold	230918028	63.63
PLUMMER, BECKY SHARPE	604 E 12TH ST		KANNAPOLIS	NC	28083	Vehicle Sold	231512739	9.75
PLUMMER, CHARLES FRANKLIN JR	604 E 12TH ST		KANNAPOLIS	NC	28083	Vehicle Totalled	231512817	94.50
RANKIN, GLORIA JEFFRIES	109 BEE TREE LN		SALISBURY	NC	28144	Tag Surrender	154776406	19.80
SHERMER, GORDON BRADLEY	608 GOLD HILL DR		SALISBURY	NC	28146	Vehicle Sold	230616948	11.33
SHOEMAKER, RICKY ALLEN	2367 DAUGHERTY RD		CHINA GROVE	NC	28023	Vehicle Sold	153681406	160.39
SHUPING, CARL LEE II	607 OAK BROOK DR		SALISBURY	NC	28146	Vehicle Sold	231512463	336.22
SHUPING, JIMMY LEE	1009 BONNET DR		NORTH MYRTLE BEACH	SC	29582	Reg . Out of state	153945480	5.04
SHUPING, JIMMY LEE	1009 BONNET DR		NORTH MYRTLE BEACH	SC	29582	Reg . Out of state	153945498	19.08
SHUPING, JIMMY LEE	1009 BONNET DR		NORTH MYRTLE BEACH	SC	29582	Reg . Out of state	153945474	17.63
SHUPING, JIMMY LEE	1009 BONNET DR		NORTH MYRTLE BEACH	SC	29582	Reg . Out of state	153945466	2.59
SIDES, JOSEPH ANDREW	245 BRIARWOOD LAKE DR		SALISBURY	NC	28147	Vehicle Sold	153681354	36.67
SLOAN, JASON ERIC	1205 E 11TH ST		KANNAPOLIS	NC	28083	Vehicle Sold	232164537	36.85
SMALLS-STOKES, SHEILA MARIE	136 RUGBY RD		SALISBURY	NC	28144	Vehicle Sold	231088194	114.33
WATSON, JAMES NORMAN	554 RIVER BIRCH DR		SALISBURY	NC	28146	Vehicle Sold	154341824	183.37
WHITE, JAMES EARL III	430 LASH DR APT 2G		SALISBURY	NC	28147	Vehicle Totalled	230522172	14.22
WOOD, TOMMIE LELAND	310 CRUSE RD		SALISBURY	NC	28146	Vehicle Sold	154058820	216.77
ZAHALSKY, PAUL MICHAEL	1300 LARCHMONT PL	APT 406	SALISBURY	NC	28144	Vehicle Sold	230522163	5.74
							TOTAL:	**$ 6,054.97**

Sonya Parnell
Tax Collector

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner
DATE:	11/22/21
SUBJECT:	Approval of a Lease Agreement with Lisa Trexler for Stokes Ferry Recycling Convenient Site

---

Environmental Management wishes to renew a Lease Agreement with Ms. Lisa Trexler for the property on Stokes Ferry Road used as a Recycling Convenient Site by Rowan County. Ms. Trexler has requested a new rate of $300 per month. This rate will be effective as of July 1, 2021. The County has paid Ms. Trexler the previous agreed upon amount of $175 for July-November of 2021 and will pay a lump sum amount of $625 upon approval. The FY 22 amount will not exceed $3,600. Please see attached lease for additional details.

Attached is the proposed Lease Agreement with Lisa Trexler.

Environmental Management and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to approve a Lease Agreement with Lisa Trexler for the Stokes Ferry Recycling Convenient Site for $300 per month for a term of five (5) years.

ATTACHMENTS:

Description	Upload Date	Type
Lease Agreement	11/29/2021	Cover Memo

NORTH CAROLINA

ROWAN COUNTY

GROUND LEASE

This Ground Lease is made and entered into this the __ day of _____, 2021, by and between Lisa M. Trexler, hereinafter "Lessor", and Rowan County, a body politic, hereinafter "Lessee".

WITNESSETH:

THAT WHEREAS, the Lessor is the Owner of a tract of land measuring approximately 120 feet by 120 feet located on Stokes Ferry Road, Rowan County, North Carolina, as shown upon the map attached hereto and incorporated herein as Exhibit A, (hereinafter the "Premises"), which Lessor wished to lease to Lessee pursuant to the terms herein contained.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. That the Initial Term of this Lease Agreement shall be for five (5) years beginning on July 1, 2021 and extending through June 30, 2026.
2. That, beginning July 1, 2021, the Lessee shall pay to the Lessor rent in the amount of three hundred and no/100 dollars ($300.00) per month for and during the Initial Term; provided, however, on each anniversary of this Lease Agreement the rental amount above shall increase by the percentage increase in the Consumer Price Index (CPI) South Region Average as published annually. To the extent Lessee has not paid the full amount for any month of the Initial Term as of the date this Lease Agreement is approved, Lessee shall pay to Lessor such sums due for any of those months. (NOTE: Lessee has paid $175.00 per month for July 2021 through November 2021 so shall pay Lessor the amount of $625.00 upon approval of this Lease Agreement, with the first full monthly payment of $300.00 to be made by Lessee in December 2021).
3. Lessor shall be responsible for all ad valorem taxes levied upon the premises; however, each party shall at all times during the period of this Lease Agreement hold the other party harmless from any claims, demands, actions, or causes of action that may result from either party's negligence or the negligence arising from Lessee's use of the Premises of the use of the Premises by any person, agent, firm or corporation acting on behalf of the Lessee.

4. Lessee agrees to maintain the Premises in a reasonably clean condition and shall keep the Premises enclosed with the current fencing and maintain the same to prevent unauthorized entry.
5. If the Lessor chooses not to renew this Lease Agreement for any additional period, it is understood and agreed that the fence, together with all other improvements or structures and fixtures erected on the Premises shall, in all respects, be retained by the Lessee and Lessee shall remove the same as of the Termination Date and return the Premises to its condition and use as a gravel lot.
6. In the event that any installment or rental as herein called for shall remain overdue and unpaid for a period of fifteen (15) days, or if any other condition of the Lease Agreement shall not have been complied with for a period of fifteen (15) days, this Lease Agreement shall be in default and the Lessor shall have the option of terminating the Lease Agreement, provided that prior to termination the Lessor gives Lessee at least ten (10) days written notice of the default , during such time the Lessee shall have an opportunity to cure such default and remedy the condition which the Lessor believes to have been breached.
7. This Lease Agreement may be terminated by Lessee with thirty (30) days written notice to Lessor that it no longer wishes to operate a convenience site on the Premises.
8. Lessor acknowledges that Lessee is a governmental entity, and the Lease Agreement validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lessee's obligations under this Lease Agreement, this Lease Agreement shall automatically expire without penalty to Lessee fifteen (15) days after written notice to Lessor of the unavailability and non-appropriation of funds. It is expressly agreed that Lessee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Lease Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis that affects generally its governmental operations. Section 5 above shall apply in this event.
9. Notices:
    a. if to Lessor: Lisa M. Trexler, 170 St. Matthews Road, Salisbury, NC 28146
    b. if to Lessee: ATTN County Manager, 130 W. Innes Street, Salisbury, NC 28144
10. This Lease Agreement shall be binding upon the heirs, executors, administrators, and assigns of Lessor, and the parties have caused this indenture to be executed the day and year first above written.
11. This Lease Agreement has been pre-audited in the manor required by the Local Government and Fiscal Control Act.
12. Laws of the State of North Carolina shall apply.

Signature Page: Trexler Lease (Convenience Site)

Lessee: Rowan County, a body politic

BY:

_____

Its: Manager/Chairman

Lessor: Lisa M. Trexler

_____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner
DATE:	11/22/21
SUBJECT:	Approval of Contract with S.E Collins, Inc for Engineering Services for Library Boiler Replacement

---

Rowan County Library has an approved budget item for a boiler replacement at headquarters. This work will require and engineer. North Carolina G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee. The County proposes to enter into a contract with S. E. Collins, Inc. for engineering services related to replacement of the boiler at the Library Headquarters. G.S. 143-64.32 authorizes units of local government to exempt contracts for these services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than $50,000. County policy states the County Manager may approve exemptions less than $20,000. Or that the Board of Commissioners may approve exemptions less than $50,000. Therefore, I am requesting Board approval to move forward with a contract for the above-mentioned services with S. E. Collins, Inc. for $4,800. S.E. Collins, Inc. will provide written project specification, bid documents, advertising, pre-bid meeting, bid opening/tabulation and final inspection.

Attached proposed contract with S. E. Collins, Inc.

Facilities, Library and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to approve a contract with S. E. Collins, Inc. for engineering services for boiler replacement at Rowan County Library for an amount not to exceed $4,800.

ATTACHMENTS:

Description	Upload Date	Type
Engineering Services Library Boiler	11/24/2021	Cover Memo

ROWAN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

This Agreement is made and entered into between Rowan County, North Carolina ("County") and _S. E. Collins., Inc._ ("Provider").

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

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

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

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

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

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

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

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

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

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

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

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

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

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

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

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

THE COUNTY	THE PROVIDER
BY: _____	BY: _S. E. Collins, Inc.___
Name: Aaron Church	Name: _Sam E. Collins, PE__
Title: County Manager	Title: _President__

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

With regard to Rowan County Library, Boiler replacement, Rowan County, NC, we shall provide consulting engineering services associated with and including written specifications for replacement of boiler, assistance with bidding, assistance with pay applications, and on site final inspection with written report.

B. Term of the Agreement.

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

C. Payment to the Provider.

The County shall pay the Provider a total of $4,800.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

E. Contact Information.

THE COUNTY	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 Telephone: 704-216-8180	S. E. Collins, Inc 1817 East Innes Street, Suite 201 Salisbury, NC 28146 scollins@scollinseng.com 704 638 6337

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY	THE PROVIDER
BY: _____	BY: S. E. Collins, Inc.
Name: Aaron Church	Name: Sam E. Collins, PE
Title: County Manager	Title: President
Date: _____	Sam E. Collins 11-22-21

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

_____
(Signature of County Finance Officer)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Sheriff Kevin Auten
DATE:	11-23-21
SUBJECT:	Resolution to Award Sidearm to Retiring Detective Teresa Haupt

---

Resolution to award sidearm to retiring Detective Teresa Haupt

Approve Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	12/1/2021	Cover Memo

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

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

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

RESOLUTION

ALLOWING RETIRING OFFICER TO PURCHASE SERVICE SIDEARM

WHEREAS, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award to a retiring member the service handgun of the retiring member; *and*

WHEREAS, Detective Teresa Haupt started with the Rowan County Sheriff's Office in July of 1992 and worked until 1998, and then returned in July of 2007, working till the present, she has 20+ years as a Rowan County Sheriff's Deputy; *and*

WHEREAS, Detective Teresa Haupt is retiring from the Rowan County Sheriff's Office effective November 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners to allow Detective Teresa Haupt to purchase her service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of $1.

This the 6th day of December, 2021.

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

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer
recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Shane Stewart
DATE:	November 24, 2021
SUBJECT:	Schedule Quasi-judicial Hearing for SUP 01-18 Amendment: Cellco Partnership for January 3, 2022

On March 19, 2018, the Board of Commissioners approved CUP 01-18 for a 165' wireless support structure for Cellco Partnership designed to accommodate up to five (5) wireless carriers with the initial being for Verizon Wireless at 280 Rimer Road on Parcel ID 422-179. Special Use permits remain valid for two (2) years to obtain a zoning permit for construction or must be renewed for an additional two (2) year period, which the applicant did not request resulting in an expired special use permit.

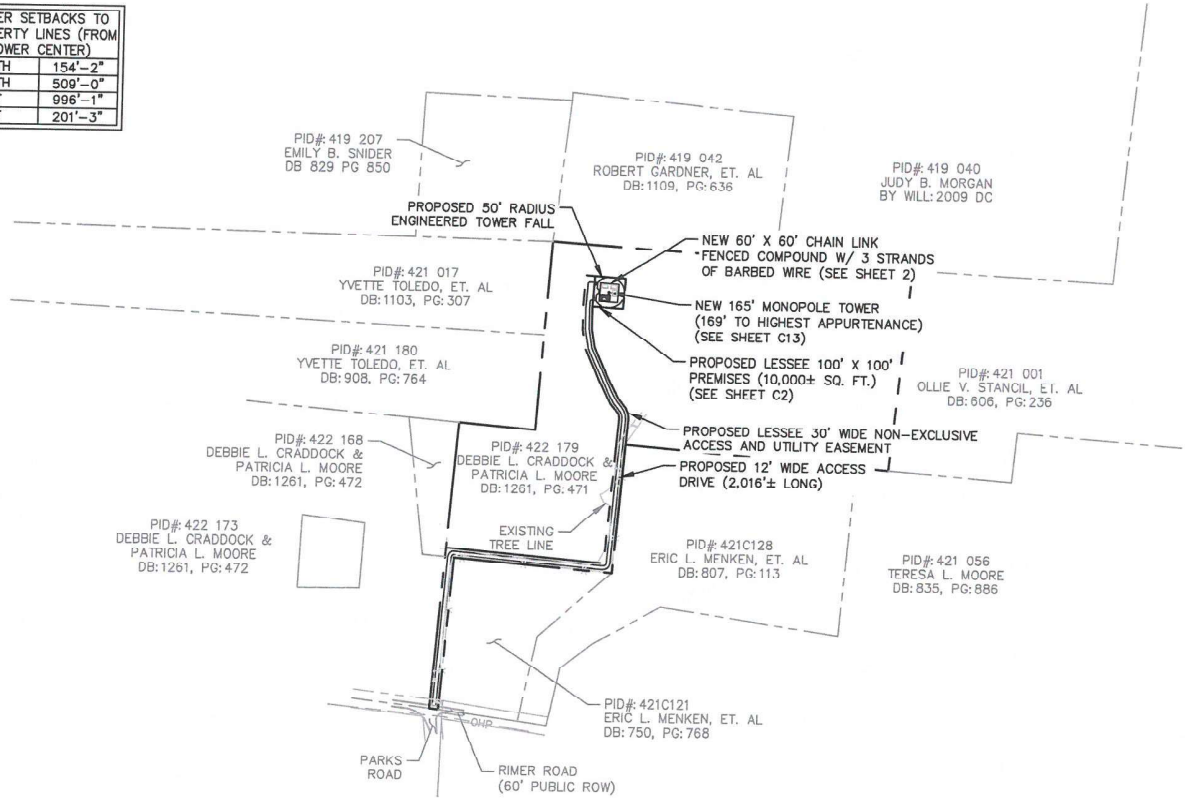
On November 4, 2021, Cellco Partnership submitted a request for the same 165' tower with no significant changes from the previous plan. Planning Staff will include all associated documentation for the request at the January 3rd meeting, assuming this date is selected.

Schedule quasi-judicial hearing for January 3, 2022. According to minutes from the previous meeting, one citizen did attend the meeting and voice concern about visibility at her property.

ATTACHMENTS:

Description	Upload Date	Type
Site Plan	11/24/2021	Exhibit
GIS Map	11/24/2021	Exhibit
Application	11/24/2021	Exhibit

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	154'-2"
SOUTH	509'-0"
EAST	996'-1"
WEST	201'-3"



SURVEY NOTE:

1. VERIZON WIRELESS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY DDE LAND SURVEYING & CONSULTING, PA DATED 01/23/17 AND SITE VISIT ON 10/03/16.

1 / C0 OVERALL PARCEL PLAN

SCALE: 1" = 400'

NORTH

0 200 400 800

GRAPHIC SCALE: 1" = 400'

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

K:\VTL_Wireless\30C_Verizon\2016 Sites\Mount Hope\CAD\CD\C0r-6B.dwg ----- 10/07/21 3:38 PM by: christopher.strange

verizon
8621 RESEARCH DRIVE
CHARLOTTE, NORTH CAROLINA 28262

PROJECT INFORMATION:

SITE NAME:
MOUNT HOPE
SITE No.: 304662
PROJECT #: 16675538
280 RIMER ROAD
SALISBURY, NC 28146
ROWAN COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770 619 4280
WWW.KIMLEY-HORN.COM
NC License F-0102

REV:	DATE:	ISSUED FOR:	BY:
8			
7			
6			
5			
4			
3			
2			
1			
0	09/20/21	CONSTRUCTION	DRC

LICENSER:

NORTH CAROLINA PROFESSIONAL SEAL 047704 ENGINEER DAVID RAINEY COUSINS 10/8/21

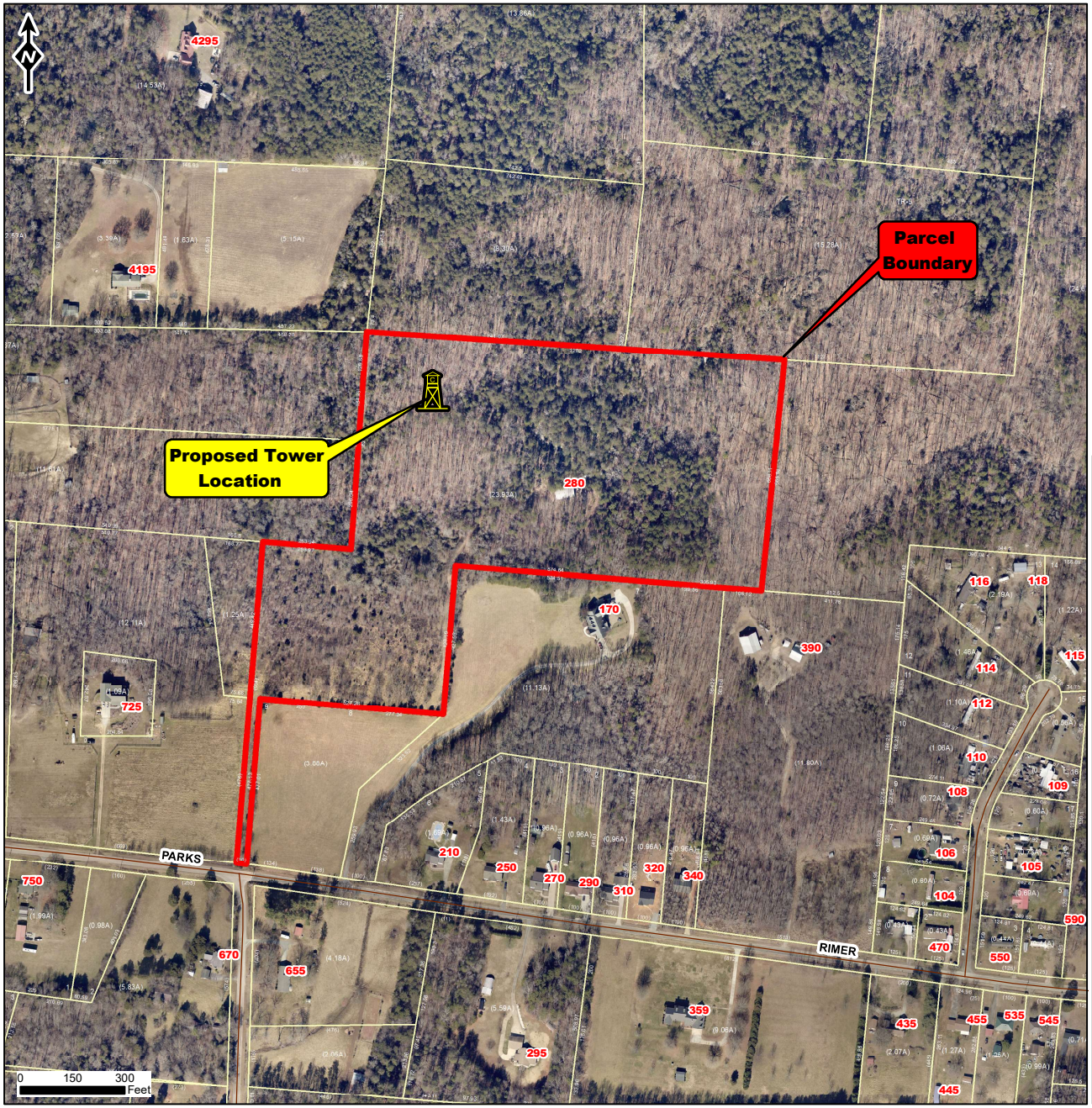
KHA PROJECT NUMBER: 018985210

DRAWN BY:	CHECKED BY:
WJW	DMF

SHEET TITLE: OVERALL PARCEL PLAN

SHEET NUMBER: C0

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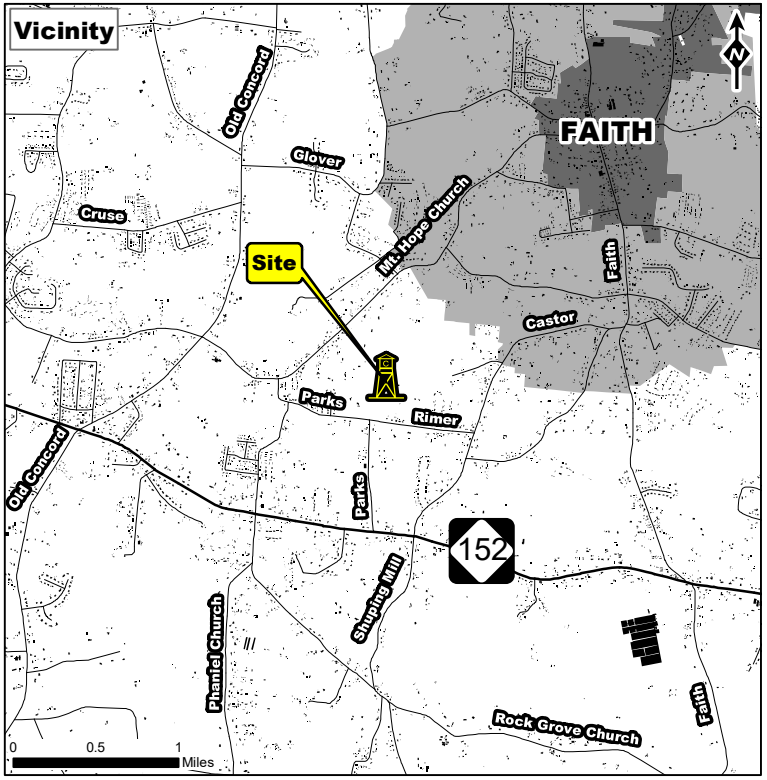
ROWAN COUNTY
NORTH CAROLINA
Be an original.

SUP 01-18 Amend.: Cellco Partnership

LEGEND

- Proposed Tower
- Property Boundary
- Parcels
- Roads
- Faith ETJ
- Faith Town Limits
- 5210 Addresses
- Feb / Mar 2021 Aerial Photo

Prepared by Rowan County Planning & Development: November 24, 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 # ~~CUP~~ SUP 01-18 AMEND
Date Filed 11/4/21
Received By SAS
Amount Paid $200 + $5,000 consult.
Office Use Only

~~CONDITIONAL~~ Special USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Debbie L. Craddock and Patricia L. Moore

Signature: Debbie L Craddock, Patricia L Moore

Phone: 704-798-2266 Email: N/A

Address: 725 Parks Road, Salisbury, North Carolina 28146

APPLICANT / AGENT INFORMATION:

Name: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC on behalf of Cellco Partnership d/b/a Verizon Wireless

Signature: W Britton Taylor III

Phone: 615-726-5757 Email: ltaylor@bakerdonelson.com

Address: 1600 West End Avenue, Suite 2000, Nashville, Tennessee 37203

PROPERTY DETAILS:

Tax Parcel: 422 179 (PIN 5656-04-83-5790) Zoning District: RA

Date Acquired: 2015 Deed Reference: Book 1261 Page 471

Property Location: 280 Rimer Road, Salisbury, North Carolina 28146

Size (sq. ft. or acres): 23.98 Street Frontage: 30'

Current Land Use: Forested and garage

Surrounding Land Use: North Vacant/Wooded
South Residential and Agricultural
East Residential, Vacant/Wooded and Agricultural
West Residential, Forested and Agricultural

PURPOSE & SECTION:

State purpose of conditional use permit:

Construction of a new 165' wireless telecommunication tower (with 4' lightning rod).

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

21-60(3) - Transportation, communications, electric, gas, and sanitary services group: Communications and Wireless Support Structures

ATTACHED DOCUMENTS:

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

Attached: Yes ☑ No ☐

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

OFFICIAL USE ONLY

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin
DATE: 11/24/2021
SUBJECT: Schedule Quasi-judicial Hearing for SUP 01-22

Russel Woolf and Danielle Soroka are requesting a special use permit to accommodate a 2,400 sq.ft. residential storage facility on Tax parcel 614 132. The proposed structure would be located on the parcel diagonally across the street from their house, and used to store personal items and for storage of their boat

Set quasi-judicial hearing for January 3, 2022.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	11/24/2021	Cover Memo
Site Plan	11/24/2021	Cover Memo
Evaluation Criteria	11/24/2021	Cover Memo
GIS Map	11/29/2021	Cover Memo
application	11/24/2021	Cover Memo

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: November 24, 2021
RE: **SUP 01-22**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Set quasi-judicial hearing for **SUP 01-22** for January 3, 2022

REQUEST

Russel Woolf and Danielle Soroka are requesting a special use permit to accommodate a 2,400 sq.ft. residential storage facility on Tax parcel 614 132. The proposed structure would be located on the parcel diagonally across the street from their house, and used to store personal items and for storage of their boat.

SPECIAL USE REQUIREMENTS

Section 21-60 (10) of the Zoning Ordinance indicates residential storage facilities are subject to the following standards (**staff comments in bold text**):

a. **The parcel shall be in fee simple ownership.** Yes, owned exclusively by Russel Woolf and Danielle Soroka.

b. **The structure shall be of compatible construction with surrounding area.** The applicant proposes a metal building, which is a façade common to most areas of the county.

c. **The maximum size allowed is three thousand (3,000) square feet.** The proposed building totals 2,400 sq.ft.

d. **No outdoor storage is allowed except as specifically provided otherwise.** None proposed.

e. **Minimum lot size shall be the same as for a single-family residence.** Lot size is 0.67 acres vs. minimum lot size of .46 acres (20,000 sq.ft.).

f. **Storage of vehicles shall not be in the front yard.** None proposed.

g. **Outside lighting shall be designed to prevent direct glare on adjoining residences.** None proposed.

h. **Setbacks shall be at a minimum the same as single family dwellings.** The proposed structure complies with the required 50' front, 10' side, and 20' rear setback.

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 structure would be accessible from Deer Lake Run.

2. **The use will not significantly detract from the character of the surrounding area.** The proposed structure will be under both the allowed 3,000 sq.ft. limit for residential storage facilities and the 10% limit for accessory structures on residentially developed lots (2,918 sq.ft.).

3. **Hazardous safety conditions will not result.** No hazardous safety conditions are envisioned based on the proposed use.

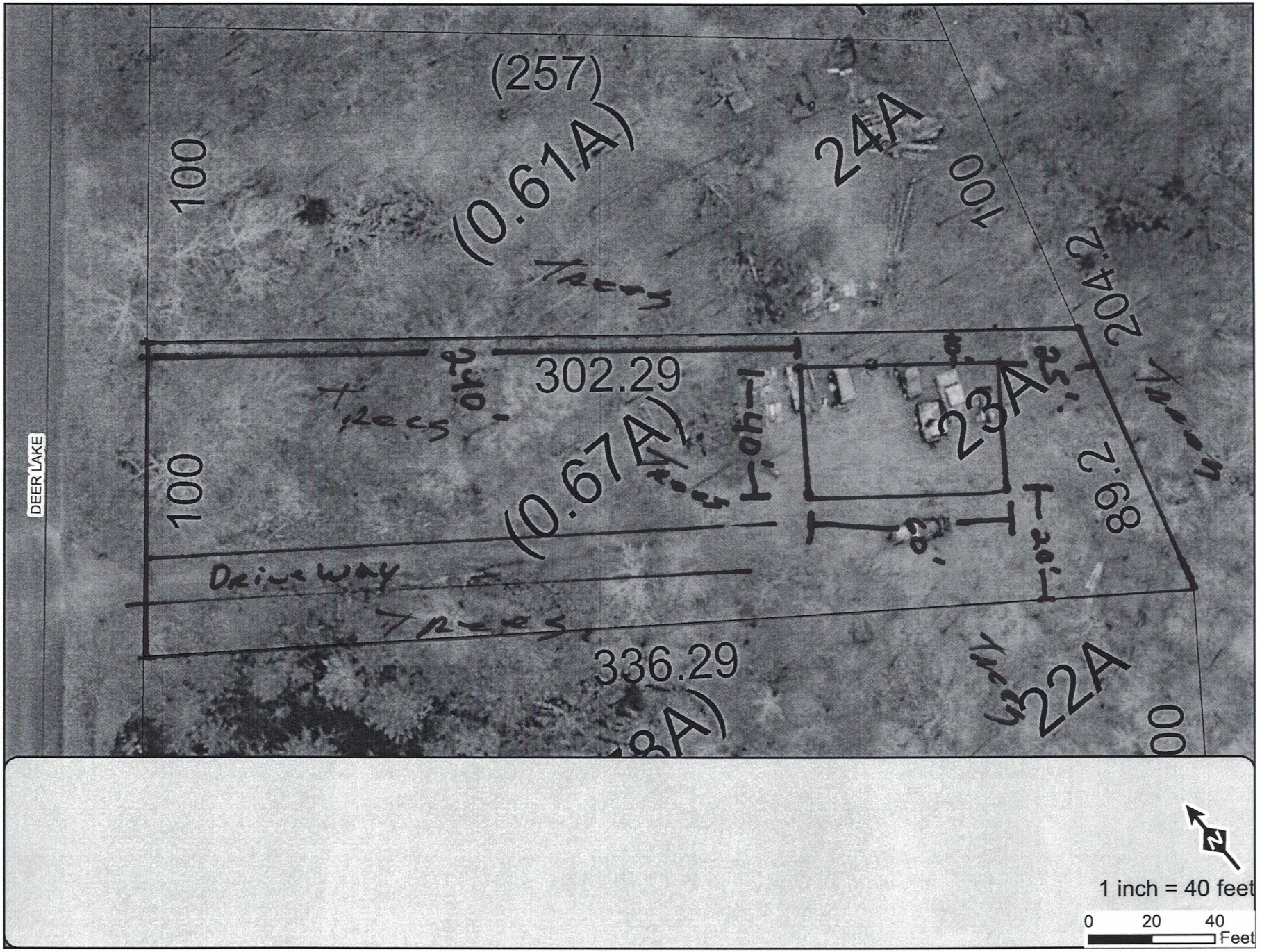
4. **The use will not generate significant noise, odor, glare, or dust.** Any associated impacts would be similar to that found on properties containing a residence.

5. **Excessive traffic or parking problems will not result**. N/A.

6. **The use will not create significant visual impacts for adjoining properties or passersby.** The structure will be on a wooded lot that does not have any adjoining residentially developed properties.

STAFF COMMENTS

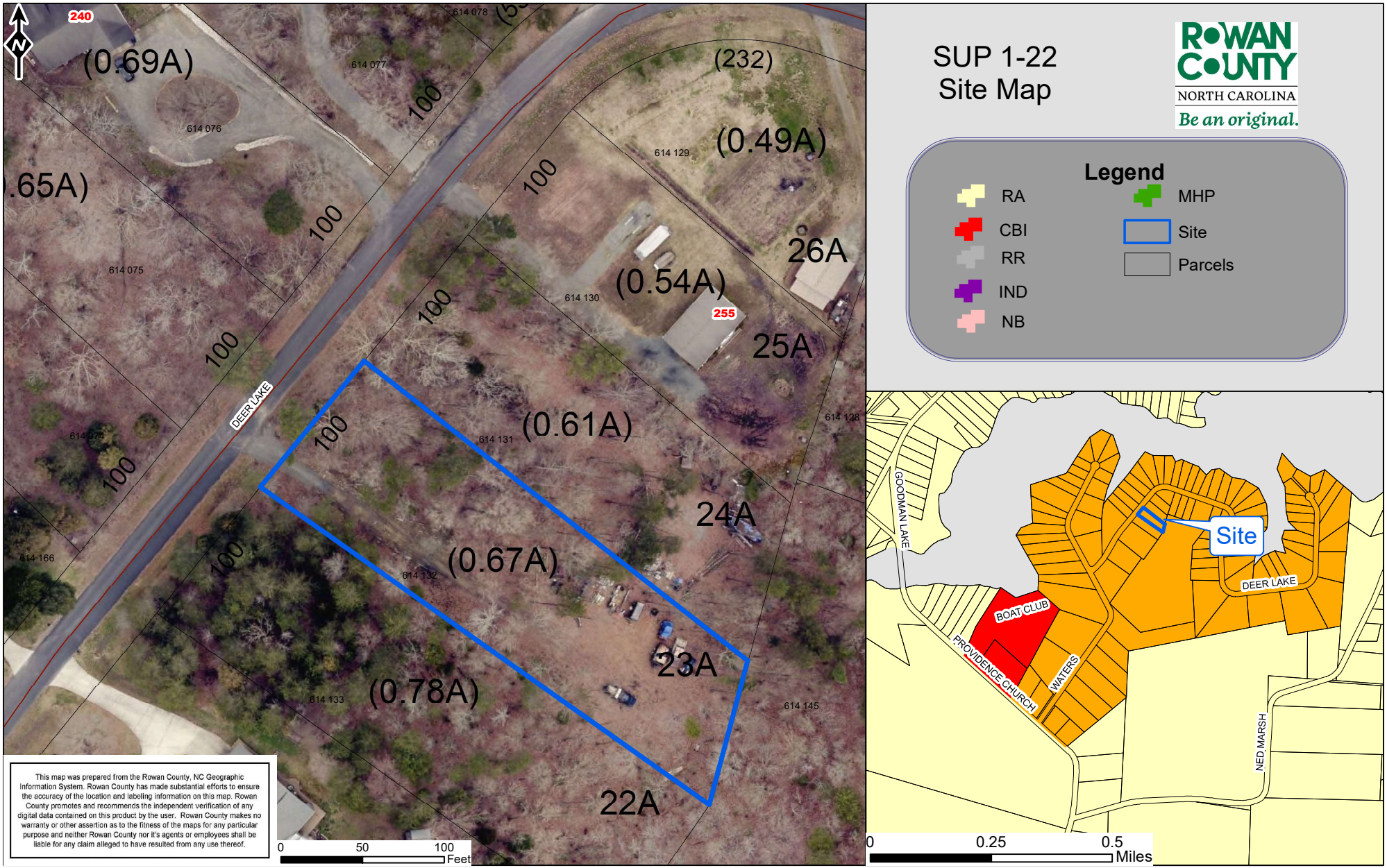
Set quasi-judicial hearing for January 3, 2022.


(257)
(0.61A)
24A
100
100
204.2
Trees
302.29
Trees
210'
(0.67A)
140'
23A
25'
89.2
100
Driveway
Trees
30'
336.29
22A
DEER LAKE
1 inch = 40 feet
0 20 40
Feet

1. A road had been cut in to the building site.
2. The building will be light tan and dark brown to blend into the landscape and surroundings. Also it will be 240' from the road with mature trees surrounding the building.
3. This building is going to be used as a Boathouse and for personal storage. No hazardous materials will be present.
4. The driveway will be completely graveled. The building will be used as a Boathouse and for personal storage.
5. No business will be run from this site. The only traffic to the building will be me and my wife.
6. The building will be light tan and dark brown to blend into the landscape and surroundings. Also it will be 240' from the road with mature trees surrounding the building. There are boathouse lots on either side of the lot, one partially wooded and one fully wooded with mature trees.

e

1. The building will only be used for a Boathouse and personal storage. No dangerous conditions will result by this building.
2. The property can only be used for storage and building a boathouse according to the neighborhood bi laws. The building will be built with residential attributes.
3. There are all shapes, sizes, and building materials used for boathouses and garages in this neighborhood. It will be a pleasant looking building with a residential feel.


SUP 1-22
Site Map
ROWAN COUNTY
NORTH CAROLINA
Be an original.
Legend
RA
CBI
RR
IND
NB
MHP
Site
Parcels
240
255
(0.69A)
(232)
(0.49A)
(0.54A)
(0.61A)
(0.67A)
(0.78A)
26A
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614 133
614 145
DEER LAKE
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GOODMAN LAKE
Site
DEER LAKE
BOAT CLUB
PROVIDENCE CHURCH
WATERS
NED MARSH
0
50
100
Feet
0
0.25
0.5
Miles
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 it's agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # SUP 01-22
Date Filed 11/29/21
Received By Aaron
Amount Paid $200
Office Use Only

SPECIAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:
Name: Russell Woolf & Danielle Soroka
Signature:
Phone: 704-236-7338 Email: russellwoolf@bellsouth.net
Address: 240 Deer Lake Run, Salisbury, NC 28146

APPLICANT / AGENT INFORMATION:
Name: Russell Woolf
Signature:
Phone: 704-236-7338 Email: russellwoolf@bellsouth.net
Address: 240 Deer Lake Run, Salisbury, NC 28146

PROPERTY DETAILS:
Tax Parcel: 614133 614 132 Zoning District: RS-3 RESIDENTIAL SUB-COUNTY
Date Acquired: 11/03/2021 Deed Reference: Book 1346 Page 216
Property Location: L23A WATERS EDGE SEC 2
Size (sq. ft. or acres): 0.65 Street Frontage: 100'
Current Land Use: Vacant

Surrounding Land Use: North Vacant Lot
South Vacant Lot
East Vacant Lot
West Vacant Lot

PURPOSE & SECTION:

State purpose of special use permit:

40' x 60' Boat House

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

Residential

ATTACHED DOCUMENTS:

Applicant must a site plan based on information required in Section 21-52.

Attached: Yes ☑ No ☐

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

OFFICIAL USE ONLY

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: TJ Brown, EM Division Chief
DATE: November 26, 2021
SUBJECT: Combined Preparedness Grant Application

Rowan County Emergency Services seeks authorization to apply for the Emergency Management Preparedness grants summarized below:

1. Emergency Management Performance Grant
    a. Amount: Variable depending on State award
    b. Purpose: Rowan County uses these funds to partially fund the Emergency Manager salary and to accomplish several preparedness plans and projects. The purpose of the EMPG is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards events, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act. EMPG funding is used to support a whole community approach to strengthen a state or community's emergency management program. Funds will also be used to purchase equipment to provide weather monitoring for use on incidents.

We respectfully request the board approve the request to apply for this grant.

ATTACHMENTS:

Description	Upload Date	Type
Grant Application	11/26/2021	Backup Material

ROWAN COUNTY EMERGENCY SERVICES
EM DIVISION
Be an original.
2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8900 **[f]** 704-216-8921

To: Rowan County Board of Commissioners

From: TJ Brown, Emergency Management Division Chief

Date: November 26, 2021

Re: Emergency Management Preparedness Grants Applications

Background:
Rowan County has used preparedness grants for several years to maintain and improve emergency preparedness goals. North Carolina Emergency Management has consolidated the process for grants applications. Applications for the Emergency Management Performance, Hazardous Materials Emergency Preparedness, Homeland Security Program, North Carolina Tier II (competitive), and North Carolina Tier II (non-competitive) grants are now accomplished using a single form and submitted simultaneously.

Objective:
Rowan County Emergency Services seeks authorization to apply for the Emergency Management Preparedness grants summarized below:

1. Emergency Management Performance Grant
    a. Amount: Variable depending on State award
    b. Purpose: Rowan County uses these funds to partially fund the Emergency Manager salary and to accomplish several preparedness plans and projects. The purpose of the EMPG is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards events, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act. EMPG funding is used to support a whole community approach to strengthen a state or community's emergency management program. Funds will also be used to purchase equipment to provide weather monitoring for use on incidents.

We respectfully request the Board allow Emergency Services to apply for the above listed grants.

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2022

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection *Select answer "Yes" or "No" for each grant.*	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	Yes
- Hazardous Materials Emergency Preparedness (HMEP)?	No
- North Carolina Tier II Competitive?	No
- North Carolina Tier II Noncompetitive?	No

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant *This is the agency applying for grants.*			
Applying agency	Rowan County Emergency Services		
Street address	**2727 Old Concord Rd, Suite D**		
City	**Salisbury**	ZIP + 4	**28146-8388**
Email	**tj.brown@rowancountync.gov**		
EIN/Tax ID number	**56-6000336**		
DUNS number	**074494014**		
SAM registered	Yes	Expiration date	Click or tap to enter a date.
Your name	**TJ Brown**		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact *This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.*			
Name	TJ Brown		
Agency	**Rowan County Emergency Services**		
Title	**EM Division Chief**		
Phone (work)	**704-216-8918**	Phone (mobile)	**704-798-3881**
Street address	**2727 Old Concord Rd, Suite D**		
City	**Salisbury**	ZIP + 4	**28146-8388**
Email	**tj.brown@rowancountync.gov**		

Field help

EM program manager

EM program manager *This is the local EM grants manager.*	
Name	**TJ Brown**
Email	**tj.brown@rowancountync.gov**

Field help

Grants MOA signatory

Grants MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.*			
Name	TJ Brown		
Agency	Rowan County Emergency Services		
Title	EM Division Chief		
Street address (not PO Box)	2727 Old Concord Rd, Suite D		
City	Salisbury	ZIP + 4	28146-8388
Email	tj.brown@rowancountync.gov		
Name	James Howden		
Agency	Rowan County Finance Department		
Title	Finance Director		
Street address (not PO Box)	130 W Innes St		
City	Salisbury	ZIP + 4	28144-4365
Email	james.howden@rowancountync.gov		
Name	Aaron Church		
Agency	Rowan County		
Title	County Manager		
Street address (not PO box)	130 W Innes St		
City	Salisbury	City	28144-4365
Email	aaron.church@rowancountync.gov		

Field help

Projects

Enter requested project information for each grant checked under **Grants selection**.

EMPG

*Point of contact (complete only if different from point of contact in **Contacts** section.)*

Point of contact *Complete only if the point of contact for this project is different from the identified "Grants point of contact".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

*MOA signatory (complete only if different from MOA signatory in **Contacts** section.)*

MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name The individual who signs the memorandum of agreement on behalf of the applicant.

Agency The agency name of the signatory.

Title The title within the agency of the signatory.

Street address, City, ZIP + 4, email The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Finance director

Finance director *The signature of the finance director of the agency is required for the memorandum of agreement.*	
Name	James Howden
Email	james.howden@rowancountync.gov

Field help

Project information

General information *Enter information describing the project.*	
Title	**Rowan County EMPG**
Description	**Funding used for EM Salary Support**
Goal	**Funding to support salary, benefits, and program cost for the local EM Program**
Construction/renovation required	No
Structural attachment required	No

Core capabilities addressed *Select primary and secondary (if applicable) core capabilities addressed by this project.*	
Primary	Operational Coordination
Secondary	Planning

Project timeline milestones *List the major project events and their completion dates.*	
Milestone	Completion Date
Click or tap here to enter text.	10/2022
Click or tap here to enter text.	11/2022
Click or tap here to enter text.	**1/2023**
Click or tap here to enter text.	**4/2023**
Click or tap here to enter text.	**7/2023**
Click or tap here to enter text.	**11/2022**
Click or tap here to enter text.	**3/2023**
Click or tap here to enter text.	**9/2022**

Field help

Budget

Complete **Organization details** if any personnel is funded by this grant, then complete the **Planning/Organization/Equipment/Training/Exercises costs** section.

Organization details

Enter the requested information if any personnel are funded by this grant.

EM program manager *Complete for EM program manager activity only.*	
Time allotted for EM	**100%**
Salary	**$62,145.56**
Date of employment in current position	8/5/2019
Have courses required by FEMA been completed? See Field help.	Yes
All personnel *Complete for all personnel supported by funds from this project.*	
All EMPG program funds (federal and match) allocated towards local emergency management personnel	**$198,416**
All EMPG Program funds (federal and match) allocated towards non-local emergency management personnel	**$ 0**
Number of local emergency management personnel	1
Number of local emergency management personnel supported (fully or partially) by the EMPG Program	**1**
Number of local emergency management FTE personnel supported (fully or partially) by the EMPG Program	**1**
Names of all EMPG-supported personnel	**TJ Brown**
Have each of the named EMPG-supported personnel completed courses as required by FEMA? See Field help.	Yes

Field help

Planning/Organization/Equipment /Training/Exercises (POETE) costs

Estimated Costs
For each cost item select an activity area and then enter a description and the cost amounts. Enter the total.

Activity area	Description	AEL# (if equipment)	Federal funding	Total amount (federal + match)
Planning	**Delivery of universal and optional preparedness activities**	Enter AEL#	$46333.39	$92666.78
Equipment (w/AELs)	**Provide situational analysis on incidents, to include CBRNE events**	04SN01-PTMS	$23325.18	$46650.36
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Total estimated costs			$69658.57	$139,317.14

Field help

Additional information (if needed)

HMEP

North Carolina Tier II Competitive

North Carolina Tier II Noncompetitive

Certification

Certification *Review each certification item and check where appropriate.*	
I certify that:	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). ☒ Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted. ☒ (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

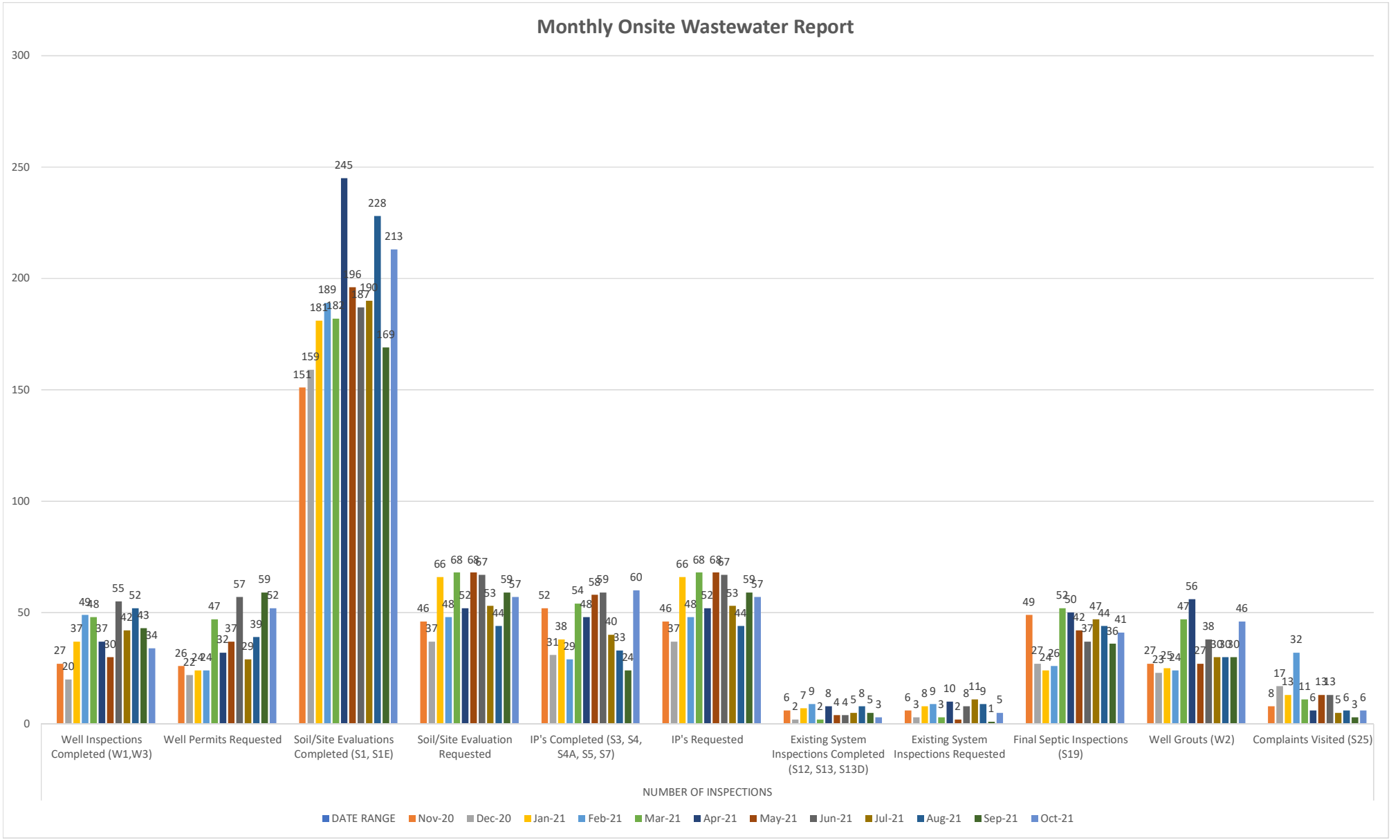
MEMO TO COMMISSIONERS:

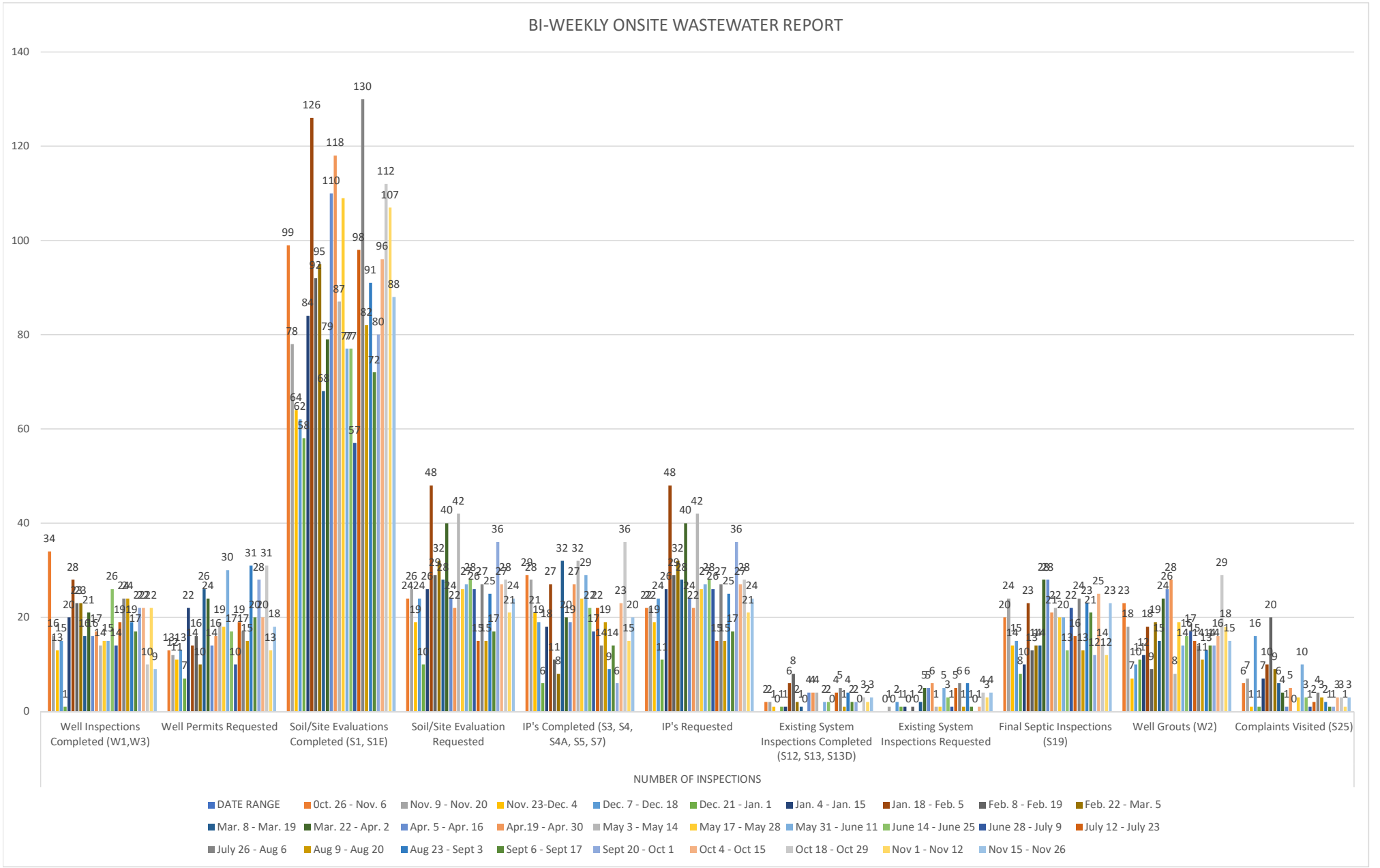
FROM: Alyssa Harris, Public Health Director
DATE: 11/29/2021
SUBJECT: Bi-Weekly Environmental Health Report

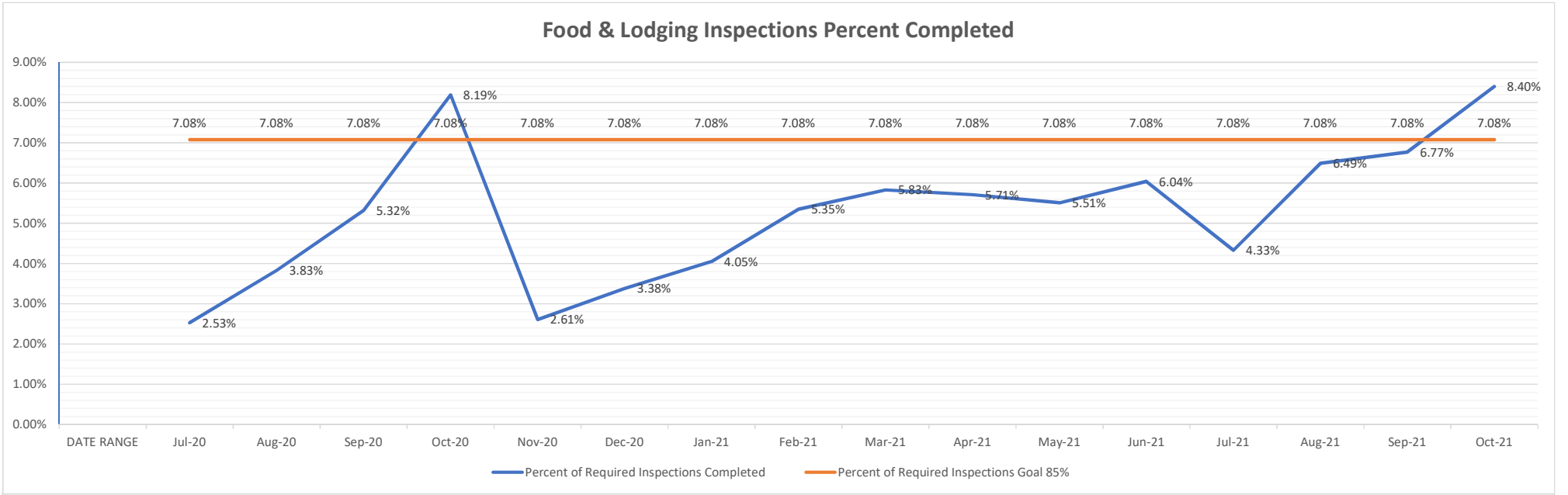
Please find the Bi-weekly Environmental Health Report attached.

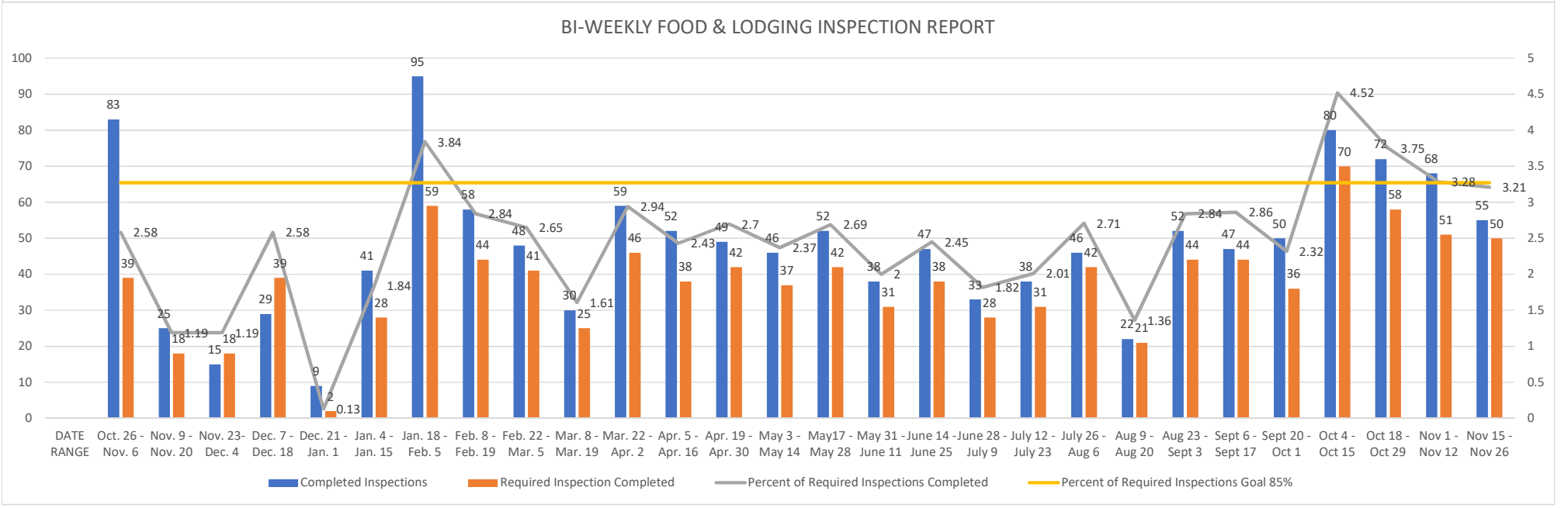
ATTACHMENTS:

Description	Upload Date	Type
Bi-weekly Commissioner Reporting Graphs_Nov21	11/29/2021	Backup Material
Bi-weekly Commissioner Reporting Charts_Nov21	11/29/2021	Backup Material


Monthly Onsite Wastewater Report
300
250
200
150
100
50
0
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed (S12, S13, S13D)
Existing System Inspections Requested
Final Septic Inspections (S19)
Well Grouts (W2)
Complaints Visited (S25)
NUMBER OF INSPECTIONS
DATE RANGE
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21


BI-WEEKLY ONSITE WASTEWATER REPORT
140
120
100
80
60
40
20
0
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed (S12, S13, S13D)
Existing System Inspections Requested
Final Septic Inspections (S19)
Well Grouts (W2)
Complaints Visited (S25)
NUMBER OF INSPECTIONS
DATE RANGE
Oct. 26 - Nov. 6
Nov. 9 - Nov. 20
Nov. 23-Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr.19 - Apr. 30
May 3 - May 14
May 17 - May 28
May 31 - June 11
June 14 - June 25
June 28 - July 9
July 12 - July 23
July 26 - Aug 6
Aug 9 - Aug 20
Aug 23 - Sept 3
Sept 6 - Sept 17
Sept 20 - Oct 1
Oct 4 - Oct 15
Oct 18 - Oct 29
Nov 1 - Nov 12
Nov 15 - Nov 26


Food & Lodging Inspections Percent Completed
9.00%
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
7.08%
2.53%
3.83%
5.32%
8.19%
2.61%
3.38%
4.05%
5.35%
5.83%
5.71%
5.51%
6.04%
4.33%
6.49%
6.77%
8.40%
DATE RANGE
Jul-20
Aug-20
Sep-20
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%


BI-WEEKLY FOOD & LODGING INSPECTION REPORT
DATE RANGE
Oct. 26 - Nov. 6
Nov. 9 - Nov. 20
Nov. 23- Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr. 19 - Apr. 30
May 3 - May 14
May17 - May 28
May 31 - June 11
June 14 - June 25
June 28 - July 9
July 12 - July 23
July 26 - Aug 6
Aug 9 - Aug 20
Aug 23 - Sept 3
Sept 6 - Sept 17
Sept 20 - Oct 1
Oct 4 - Oct 15
Oct 18 - Oct 29
Nov 1 - Nov 12
Nov 15 - Nov 26
Completed Inspections
Required Inspection Completed
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%

ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Nov-20	27	26	151	46	52	46	6	6	49	27	8	5 weeks 2 days
Dec-20	20	22	159	37	31	37	2	3	27	23	17	3 weeks 2 days
Jan-21	37	24	181	66	38	66	7	8	24	25	13	2 weeks 1 day
Feb-21	49	24	189	48	29	48	9	9	26	24	32	4 weeks 4 days
Mar-21	48	47	182	68	54	68	2	3	52	47	11	5 weeks 2 days
Apr-21	37	32	245	52	48	52	8	10	50	56	6	4 weeks 2 days
May-21	30	37	196	68	58	68	4	2	42	27	13	3 weeks 1 day
Jun-21	55	57	187	67	59	67	4	8	37	38	13	4 weeks 4 days
Jul-21	42	29	190	53	40	53	5	11	47	30	5	3 weeks 2 days
Aug-21	52	39	228	44	33	44	8	9	44	30	6	1 week 4 days
Sep-21	43	59	169	59	24	59	5	1	36	30	3	2 weeks 2 days
Oct-21	34	52	213	57	60	57	3	5	41	46	6	2 weeks 3 days
Nov-21												
Total	474	448	2290	665	526	665	63	75	475	403	133	

BI-WEEKLY ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
0ct. 26 - Nov. 6	34	13	99	24	29	22	2	0	20	23	6	4 weeks 4 days
Nov. 9 - Nov. 20	16	12	78	26	28	22	2	1	24	18	7	4 weeks 4 days
Nov. 23-Dec. 4	13	11	64	19	21	19	1	0	14	7	1	5 weeks 2 days
Dec. 7 - Dec. 18	15	13	62	24	19	24	0	2	15	10	16	4 weeks
Dec. 21 - Jan. 1	1	7	58	10	6	11	1	1	8	11	1	3 weeks 2 days
Jan. 4 - Jan. 15	20	22	84	26	18	26	1	1	10	12	7	2 weeks 3 days
Jan. 18 - Feb. 5	28	14	126	48	27	48	6	0	23	18	10	2 weeks 1 day
Feb. 8 - Feb. 19	23	16	92	29	11	29	8	1	13	9	20	3weeks 3 days
Feb. 22 - Mar. 5	23	10	95	32	8	32	2	0	14	19	9	5 weeks 2 days
Mar. 8 - Mar. 19	16	26	68	28	32	28	1	2	14	15	6	4 weeks
Mar. 22 - Apr. 2	21	24	79	40	20	40	0	5	28	24	4	4 weeks 3 days
Apr. 5 - Apr. 16	16	14	110	24	19	24	4	5	28	26	1	4 weeks 3 days

Apr.19 - Apr. 30	17	16	118	22	27	22	4	6	21	28	5	4 weeks 2 days
May 3 - May 14	14	19	87	42	32	42	4	1	22	8	0	3 weeks 2 days
May 17 - May 28	15	18	109	26	24	26	0	1	20	19	3	3 weeks 1 day
May 31 - June 11	15	30	77	27	29	27	2	5	20	14	10	3 weeks
June 14 - June 25	26	17	77	28	22	28	2	3	13	16	3	3 weeks 1 day
June 28 - July 9	14	10	57	26	17	26	0	1	22	17	1	4 weeks 4 days
July 12 - July 23	19	19	98	15	22	15	4	5	16	15	2	2 weeks 2 days
July 26 - Aug 6	24	17	130	27	14	27	5	6	24	14	4	3 weeks 3 days
Aug 9 - Aug 20	24	15	82	15	19	15	1	1	13	11	3	2 weeks
Aug 23 - Sept 3	19	31	91	25	9	25	4	6	23	13	2	2 weeks
Sept 6 - Sept 17	17	20	72	17	14	17	2	1	21	14	1	1 week 3 days
Sept 20 - Oct 1	22	28	80	36	6	36	2	0	12	14	1	2 weeks 2 days
Oct 4 - Oct 15	22	20	96	27	23	27	0	1	25	16	3	1 week 5 days
Oct 18 - Oct 29	10	31	112	28	36	28	3	4	14	29	3	2 weeks 3 days
Nov 1 - Nov 12	22	13	107	21	15	21	2	3	12	18	1	2 weeks 4 days
Nov 15 - Nov 26	9	18	88	24	20	24	3	4	23	15	3	2 weeks
Total	515	504	2496	736	567	731	66	66	512	453	133	

FOOD & LODGING REPORT				
	Completed Inspections	**Required Inspection Completed**	**Percent of Required Inspections Completed**	**Percent of Required Inspections Goal 85%**
DATE RANGE				
Jul-20	49	38	2.53	7.08
Aug-20	67	58	3.83	7.08
Sep-20	102	81	5.32	7.08
Oct-20	191	125	8.19	7.08
Nov-20	54	40	2.61	7.08
Dec-20	56	52	3.38	7.08
Jan-21	81	63	4.05	7.08
Feb-21	109	84	5.35	7.08
Mar-21	117	91	5.83	7.08
Apr-21	114	89	5.71	7.08
May-21	109	86	5.51	7.08
Jun-21	112	93	6.04	7.08
Jul-21	83	67	4.33	7.08
Aug-21	111	100	6.49	7.08
Sep-21	126	105	6.77	7.08
Oct-21	195	130	8.4	7.08
Nov-21				
Total	1676	1302	84.34	113.28

Required Inspections: 1553
Number of Establishments: 675

BI-WEEKLY FOOD & LODGING REPORT				
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
DATE RANGE				
Oct. 26 - Nov. 6	83	39	2.58	3.27
Nov. 9 - Nov. 20	25	18	1.19	3.27
Nov. 23-Dec. 4	15	18	1.19	3.27
Dec. 7 - Dec. 18	29	39	2.58	3.27
Dec. 21 - Jan. 1	9	2	0.13	3.27
Jan. 4 - Jan. 15	41	28	1.84	3.27
Jan. 18 - Feb. 5	95	59	3.84	3.27
Feb. 8 - Feb. 19	58	44	2.84	3.27
Feb. 22 - Mar. 5	48	41	2.65	3.27
Mar. 8 - Mar. 19	30	25	1.61	3.27
Mar. 22 - Apr. 2	59	46	2.94	3.27
Apr. 5 - Apr. 16	52	38	2.43	3.27
Apr. 19 - Apr. 30	49	42	2.70	3.27
May 3 - May 14	46	37	2.37	3.27
May17 - May 28	52	42	2.69	3.27
May 31 - June 11	38	31	2.00	3.27
June 14 - June 25	47	38	2.45	3.27
June 28 - July 9	33	28	1.82	3.27
July 12 - July 23	38	31	2.01	3.27
July 26 - Aug 6	46	42	2.71	3.27
Aug 9 - Aug 20	22	21	1.36	3.27
Aug 23 - Sept 3	52	44	2.84	3.27
Sept 6 - Sept 17	47	44	2.86	3.27
Sept 20 - Oct 1	50	36	2.32	3.27
Oct 4 - Oct 15	80	70	4.52	3.27
Oct 18 - Oct 29	72	58	3.75	3.27
Nov 1 - Nov 12	68	51	3.28	3.27
Nov 15 - Nov 26	55	50	3.21	3.27
Total	1339	1062	68.71	91.56

*Aug 9 - Aug 20 all three F&L Staff out at varying times
*Sept 27 - Oct 1 is missing data for 1 inspector due to software malfunction
*Thanksgiving Holiday Nov 25-26

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	11-29-21
SUBJECT:	Emergency Services Night-Shift Differential

Due to the schedule change to straight shifts, non-exempt employees in Telecommunications and Emergency Medical Services who work nights lost an opportunity to receive up to 4 hours of overtime pay each pay period. In order to provide an equal pay opportunity to the night shift employees, Emergency Services has proposed a night shift differential as follows:

- EMT/TC ($80 per pay period)
- AEMT ($85 per pay period)
- 911 Captain ($90 per pay period)
- 911 BC/Paramedic ($95 per pay period)
- EMS Lieutenant ($100 per pay period)
- EMS Captain ($105 per pay period)
- EMS BC ($110 per pay period)

1. This differential would only be available to full-time, non-exempt employees in 9-1-1/Telecommunications and in Emergency Medical Services (with one of the specific titles above) who are permanently assigned to a night shift.
2. Eligible employees who have no paid hours during a pay period due to an approved leave of absence will not receive the differential for that pay period.
3. If the eligible employee then moves to a day shift, the shift differential would no longer be paid.
4. Due to the administrative processing requirements of these differentials, employees will not be able to be permanently reassigned to or from a night shift during the middle of a pay period.

Please approve this request.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner
DATE:	11/29/21
SUBJECT:	Approval of Lease Agreement with John and Kate Schofield for 417 N. Main Street and 120 E. Kerr Street

---

Rowan County wishes to continue a lease agreement with John and Kate Schofield for 2 properties 1) 417 North Main Street, Salisbury approximately 1902 sq. ft. with parking for $1,505.75 per month and 2) 120 East Kerr Street, Salisbury approximately 8100 sq. ft. with parking for $6,648.75 per month. The only changes financially are (1) CPI increase at any extension, and (2) County paying prorata share of real estate taxes as Additional Rent, based on current 2021 values and tax rates being approximately $8,645.73 for both sites. These were requests from John and Kate Schofield.

Attached proposed Lease Agreement with John and Kate Schofield and applicable property tax cards.

County Attorney and Purchasing Director recommends that the Board of Commissioners authorize the County Manager to approve the Lease in substantial form as attached for property at 417 North Main Street in the amount of $1,505.75 per month and for property at 120 East Kerr Street in the amount of $6,648.75 per month plus prorata portion of real estate taxes based on the percentage of space occupied, being approximately $8,645.73 total for both locations.

ATTACHMENTS:

Description	Upload Date	Type
Schofield Lease	11/29/2021	Backup Material
Schofield Tax Card - 130 East Kerr Street	11/30/2021	Cover Memo
Schofield Tax Card - 417 North Main Street	11/30/2021	Cover Memo

STATE OF NORTH CAROLINA
ROWAN COUNTY **LEASE**

THIS LEASE, made this the __ day of _____, 2021, by and between John Schofield and wife, Kate Schofield, hereinafter called "Lessor", and **ROWAN COUNTY,** a body politic, hereinafter called "Lessee";

WITNESSETH:

WHEREAS, Lessor is the owner of the premises located at (1) 417 N. Main Street, Salisbury, NC known as "Corporate Square Building 2" consisting of approximately 1902 square feet together with designated parking spaces, and (2) 120 East Kerr Street, Salisbury, NC consisting of approximately 8100 square feet together with designated parking spaces, both collectively hereinafter referred to as the "Leased Area"; and

WHEREAS, Lessee has previously leased the Leased Area from Lessor pursuant to two (2) separate leases, one of which has expired, and the Lessor and Lessee believe it is in their best interest to combine the previously separate leases into one lease to have consistent Lease Terms, including renewals for the Leased Area; and

NOW, THEREFORE, for and in consideration of the mutual undertakings hereinafter set forth, the parties hereto mutually agree as follows:

1. PROPERTY LEASED: The Lessor, for and in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by the Lessee, hereby leases to Lessee above-described Leased Area.

2. LESSEE'S ACCEPTANCE OF PROPERTY: Lessee has occupied the Leased Area for a number of years, has had access to the buildings and improvements and parking areas and the Lessee accepts the same in their existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in such property or for any limitation of its use.

3. TERM OF LEASE AND OPTION TO EXTEND: The Initial Term of this Lease shall be for three (3) years and six (6) months commencing on January 1, 2022 and the same

shall terminate at midnight on June 30, 2024, subject to being extended as provided herein. Lessee shall have two (2) options to extend the Lease for three (3) years each by providing written notice of Lessee's intent to exercise such option provided to Lessor at least ninety (90) days prior to the end of the Term. Rent for any such subsequent Extension Term shall be increased by the average CPI increase as published in the Wall Street Journal for the three (3) previous years of the Initial Term or the first Extended Term.

4. **RENT AND ANNUAL ADJUSTMENTS**: Beginning January 1, 2022, the Lessee shall pay as rent:

A. For 417 N. Main Street, the rate of $9.50 per square foot for the 1902 square feet for the monthly sum of one thousand five hundred and five and 75/100 dollars ($1,505.75) as Base Rent;

and

B. For 120 East Kerr Street, the rate of $9.85 per square foot for 8100 square feet for the monthly sum of six thousand six hundred forty-eight and 75/100 dollars ($6,648.75) per month as Basse Rent.

The amounts in A and B above shall be adjusted per Section 3 above by the average CPI increase as published in the Wall Street Journal for the three (3) previous years of the Initial Term or the first Extended Term.

5. TAXES AS ADDITIONAL RENT: Lessee shall pay to Lessor as Additional Rent the prorata share of ad valorem real property taxes based on the percentage that its Leased Area square footage represents to the entire property for each 417 N. Main Street and 120 East Kerr Street.

6. USE OF LEASED PROPERTY: The Lessee may use and operate the leased premises as offices for North Carolina probation and parole officers or other state or county employees together with all other uses incidental thereto for the operation of county government.

7. MAINTENANCE AND REPAIRS:

a. By Lessor: During the term and any renewal of the Lease, Lessor shall maintain and keep in a good state of repair the structural portion of the premises, including roof, foundation and walls. Lessor shall also maintain and keep in a good state of repair the heating and air conditioning, all driveways, parking areas (including reasonable snow and ice removal), and those portions of the exterior plumbing lines that are not exposed and readily accessible and

the exterior of the premises.

b. By Lessee: During the term and any renewal of this Lease, Lessee shall keep and maintain the interior of the premises in a good state of repair, including interior electrical, plumbing, windows, ceilings, walls, and all of its fixtures and equipment.

8. COMPLIANCE WITH APPLICABLE LAWS: The Lessee shall, throughout the term of this Lease, at Lessee's sole expense, promptly comply with all laws and regulations of all federal, state and municipal governments, and appropriate departments, commissions, boards and officers thereof.

9. ALTERATIONS, ETC.: No alteration, addition or improvement to the leased property shall be made by the Lessee without written consent of the Lessor. Any alteration, addition or improvement made by the Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall, at the Lessor's option, become the property of the Lessor upon the expiration or other sooner termination of this Lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such alteration, addition or improvement at the Lessee's cost upon such termination of this Lease.

10. UTILITIES: The Lessee shall pay for its own standard utilities used in connection with the demised premises.

11. SERVICE: No janitorial services are provided by Lessor.

12. TERMINATION BY LESSOR UPON LESSEE'S DEFAULT: If the Lessee shall desert or vacate the leased property, or fail to make any monthly lease payment and the same shall remain unpaid for more than 15 (15) days after written notice of such default by the Lessor, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than twenty (20) days after written notice of such default by the Lessor, this Lease (if the Lessor so elects) shall thereupon become null and void, and the Lessor shall have the right to re-enter or repossess the leased property, either by summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Lessee, or other occupants thereof and their effects without being liable to any prosecution therefore.

13. RIGHT OF ENTRY: The Lessor, or its agents, shall have the right to enter the

leased property at all times, upon reasonable notice, in order to examine it, to show it to prospective purchasers or lessees, or to make such decoration, repairs, alterations, improvement or additions as the Lessor may deem necessary or desirable.

14. DAMAGE TO LEASED PROPERTY BY FIRE AND OTHER CASUALTY: If the leased property is completely destroyed or so damaged by fire or other casualty covered by insurance as to render it unfit for use, and such damage is so extensive that the repair or restoration cannot be completed within one hundred twenty (120) days, which fact shall be certified by a competent general contractor licensed as such in the State of North Carolina, either the Lessor or the Lessee may terminate this Lease on notice of at least ten (10) days and no more than thirty (30) days. Such notice shall be given within sixty (60) days after the date of such damage or destruction. If the Lease shall be terminated, the rent shall be terminated. All rent shall be apportioned to the date of termination, and all insurance proceeds relating to Lessor's policy shall belong to the Lessor. Otherwise, the Lease shall remain in full force and effect, and the Lessor shall make such repairs and replacements as shall be necessary to restore the premises to their condition at the time of the fire or to better condition, provided that Lessor's obligation hereunder shall not exceed the insurance proceeds available therefore; and the rent shall abate proportionately to the amount of the leased property which shall be unoccupiable during the time required for such repairs and restoration.

15. INSURANCE: The Lessor shall pay and provide for during the term of this Lease a policy of fire and extended coverage on the demised premises. Lessor shall not be liable for any damage to Lessee's fixtures or equipment caused by fire or other insurable hazards, regardless of the cause thereof; and Lessee hereby releases Lessor of and from all liabilities for such damage.

Liability: Lessee shall indemnify, defend and save harmless Lessor from and against any and all loss, cost, damages, expense and liability caused by any accident or other occurrence causing bodily injury, property damage or any other damage or injury to any person or property arising from the use or occupancy of the demise premises by the Lessee whether or not caused by a party indemnified under this contract.

Insurance**:** The Lessee, at his own expense, will carry bodily injury liability and property damage insurance in an amount of not less than one million dollars ($1,000,000) per occurrence with an insurance company licensed to do business in the State of North Carolina and shall provide a Certificate of Insurance consistent with the following requirements.

16. <u>ASSIGNMENT AND SUB-LETTING</u>: The Lessee shall not assign, mortgage or encumber this Lease, nor sublet or permit the leased property or any part thereof to be used by others, without the prior written consent of the Lessor in each instance.

17. <u>INDEMNITY</u>: The Lessee shall indemnify the Lessor against all liabilities, expenses, including reasonable attorney's fees, and losses incurred by the Lessor as a result of (a) failure by the Lessee to perform any covenant required to be performed by the Lessee hereunder; (b) any accident, injury or damage which shall happen in or about the leased property; (c) failure to comply with any requirements or any governmental authority; and (d) any mechanic's lien or security agreement or any materials used in the construction or alteration of any building or improvement thereon.

18. <u>MISCELANEOUS</u>. This Lease shall be governed by the laws of the State of North Carolina. Any provision(s) deemed illegal shall not destroy the entire agreement but may be severed therefrom with the rest and remainder of the Lease remaining in full force and effect. All notices shall be delivered in writing either by mail or electronic means addressed as follows:

Lessee: Rowan County Manager
130 West Innes Street
Salisbury, NC 28144

Lessor: John and Kate Schofield
_____
Salisbury, NC 28144

{Signature Page Follows}

WITNESS the hands and seals of the undersigned, the day and year first above written.

LESSEE:

ROWAN COUNTY

_____

Gregory C. Edds, Chair
Rowan County Board of Commissioners

LESSOR:

_____

John Schofield

_____

Kate Schofield

EXHIBIT A

LEASED AREA

GIS AERIAL

DATE 5/01/18 ROWAN COUNTY, NC PARCEL# 011 239 PAGE 1
TIME 10:05:36 PROPERTY CARD PROG# AS2006
USER RECTORGD FOR YEAR 2018

SCHOFIELD JOHN C
5 NORTH CIR
SALISBURY NC 28144-6916

PARCEL ID.. 011 239 PIN... 011 239
LOCATION... 130 E KERR ST
DEED YEAR/BOOK/PAGE.. 2013 1214 898
PLAT BOOK/PAGE.. OWNER ID.. 13558
LEGAL DESC: - DISTRICT.. 131 SALIS-DOWNTOWN
TOWNSHIP... 1 SALISBURY
NBRHOOD... 11C NBRHOOD 11C
NH CLASS.. 001 TWP-SALISBURY MAP 001-071

DESCRIPTION COMMERCIAL 1 DOWNTOWN MIXED-USE
EMERGENCY SERVICE NUMBER
MAINTAINED.. 5/16/2017 BY MCGUIRBA VALUED.. 6/09/2015 BY HOUCKNC
VISITED..... BY JR ROUTING#..
PARCEL STATUS... ACTIVE CATEGORY.. REAL-PER PROP - EXC RGVS

SALES HISTORY

DEED BK/PAGE	SALE DATE	SALES INSTRUMENT	DISQUALIFIED	SALE AMOUNT	STAMP AMOUNT	DEED NAME
1214 898	4/05/2013	WARRANTY DEED	LESS THAN $6.00			SCHOFIELD JOHN C
0634 0584	8/01/1987	SALE-CONVERTED	QUALIFIED	135,000		

LAND SEGMENTS

LND #	ZONE	STRAT CODE	LAND TYPE/CODE	LAND QTY	LAND RATE	DPT%	SHP%	LOC%	SIZ%	OTH%	ADD TOP%	TOT ADJ	CURRENT FMV
1		04	FF F2	200.000	800.00	94.00	.00	100.00	.00	.00	.00	94.00	150,400
			DPTH..	128		OTHER ADJ...			.00	.00	.00	.00	
	TOTAL ACRES..			.000							TOTAL LAND FMV..		150,400

IMPROVEMENT # 1 MAJOR IMPR-M

MAIN FIN AREA.. 9,950.00 ACT/EFF YR/AGE.. 1965 1988 27 VISITED.. 1/01/1988 BY
STRAT..... 04 DESCRIPT.... NBHOOD SHOPPING CENTER MAINTAINED.. 5/16/2017 BY MCGUIRBA
MAIN PERIM..... 498.00 MAIN GROUND SF.... 9,950.000
LOCATION #..... 130 E KERR ST

	COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CMPL
AC 04	CANOPY		100	2985.00	10.00			90.00				26,865	
MA 58M	NEIGHBORHOOD SHOP CT		100	9950.00	47.00	1.00		97.00	100.00		100	453,620	
EW 01	BRICK		100	498.00	.00							0	
- HC 57	PACKAGED HEAT/COOL (		100	9950.00	2.85							28,357	
- PL C	COMMERCIAL PLUMBING/		100	16.00	1000.00							16,000	

RCN...		PCT COMPLETE		100	x			524,843	
QUAL..	QG	C+-	QUALITY C+-		100.00	x			524,843	
DEPR..	40		AVERAGE LIFE 40 AGE	47.00						
COND..	C3	00024	COMM DEPR CONDITION	x100.00	47.00	-	246,675	246,675	T
--FMV...	MK	11C	MARKET ADJ		102.00	x		283,731	

```
DATE  5/01/18                          ROWAN COUNTY, NC          PARCEL# 011 239                    PAGE     2
TIME 10:05:36                               PROPERTY CARD                                      PROG# AS2006
USER RECTORGD                               FOR YEAR 2018
SCHOFIELD JOHN C                PARCEL ID.. 011 239                    PIN... 011 239
------------------------------  IMPROVEMENT #   1  MAJOR IMPR-M    ------------------------------------------------
+-----------------------------199-------------------------------+
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:                                                               5
5                                                               0
0                                                               :
:                                                               :
:                                                               :
:                                                               :
+-----------------------------199-----------------------------C+
5                                                               1
A                                                               5
+-----------------------------199-------------------------------+
 -------------     AC 04    CANOPY                                --------- TRAVERSE -----------------------------
  D  U      15.00    D  R     199.00    D  D      15.00    D  L     199.00
 -------------     MA 58M   NEIGHBORHOOD SHOP CT  FLOOR:  1.00  --------- TRAVERSE -----------------------------
  M  U      15.00    M  R     199.00    D  L     199.00    D  U      50.00    D  R     199.00    D  D      50.00
----------------------------------  IMPROVEMENT #   2  MISC IMPR-X     ------------------------------------------------
 MAIN FIN AREA..                    ACT/EFF YR/AGE.. 1985  2005   10         VISITED..  1/01/1988 BY
 STRAT.......... 04                 DESCRIPT.... ASPHALT PAVING              MAINTAINED..  5/16/2017 BY MCGUIRBA
 LOCATION #.....          130 E KERR ST
   COMPONENT TYPE/CODE/DESC   PCT      UNITS        RATE     STR#  STR%  SIZ%   HGT%   PER%  CDS%      COST      %CMPL
   ------------------------------------------------------------------------------------------------------------------
MS 63    ASPHALT PAVING       100     14000.00        2.00                                                  28,000
                                                                                                        ---------------
                       RCN...            PCT COMPLETE                  100     x                          28,000
                       QUAL.. QG  100    NO ADJUSTMENT                 100.00  x                          28,000
                       DEPR.. 01         ACTUAL/EFFECT LIFE 1           42.00  -          11,760          11,760  T
                     --FMV...                                                                              16,240
TOTAL PARCEL VALUES----         LAND /   OVR     IMPROVEMENTS / OVR    TOTAL LAND/IMPROVE                2017 VALUE
                FMV.....        150,400              299,971                 450,371                        450,371
                APV.....        150,400              299,971                 450,371                        450,371
-----------------------------------------    COMMENTS  -  ---------------------------------------------------
CANNON TILE WORKS
NC LICENSE PLATE AGENCY
BUNTS REAL ESTATE
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DATE 5/01/18 ROWAN COUNTY, NC PARCEL# 011 239 PAGE 3
TIME 10:05:36 PROPERTY CARD PROG# AS2006
USER RECTORGD FOR YEAR 2018
SCHOFIELD JOHN C PARCEL ID.. 011 239 PIN... 011 239
NC DEPT OF CORRECTIONS

DATE 5/01/18 ROWAN COUNTY, NC PARCEL# 011 395 PAGE 1
TIME 10:05:36 PROPERTY CARD PROG# AS2006
USER RECTORGD FOR YEAR 2018

SCHOFIELD JOHN C
PARCEL ID.. 011 395 PIN... 011 395
LOCATION... 417 N MAIN ST
DEED YEAR/BOOK/PAGE.. 2008 1116 432
5 NORTH CIR PLAT BOOK/PAGE.. OWNER ID.. 13558
LEGAL DESC: - DISTRICT.. 131 SALIS-DOWNTOWN
TOWNSHIP... 1 SALISBURY
SALISBURY NC 28144-6916 NBRHOOD... 11C NBRHOOD 11C
NH CLASS.. 001 TWP-SALISBURY MAP 001-071

DESCRIPTION EMERGENCY SERVICE NUMBER COMMERCIAL 1 DOWNTOWN MIXED-USE
MAINTAINED.. 5/16/2017 BY MCGUIRBA VALUED.. 6/09/2015 BY HOUCKNC
VISITED..... BY JR PREV PARCEL 0003461 ROUTING#..
PARCEL STATUS... ACTIVE CATEGORY.. REAL-PER PROP - EXC RGVS

SALES HISTORY

DEED BK/PAGE	SALE DATE	SALES INSTRUMENT	DISQUALIFIED	SALE AMOUNT	STAMP AMOUNT	DEED NAME
1116 432	3/06/2008	WARRANTY DEED	LESS THAN $6.00			SCHOFIELD JOHN C
0617 0901	3/01/1985	SALE-CONVERTED	QUALIFIED	1,000		

LAND SEGMENTS

LND #	ZONE	STRAT CODE	LAND TYPE/CODE	LAND QTY	LAND RATE	DPT%	SHP%	LOC%	SIZ%	OTH%	ADD TOP%	TOT ADJ	CURRENT FMV
1		04	FF F2	280.000	800.00	104.00	.00	100.00	.00	.00	.00	104.00	232,960
			DPTH..	168		OTHER ADJ...		.00	.00	.00	.00		
3		04	FF F3	45.000	600.00	94.00	.00	100.00	.00	.00	.00	94.00	25,380
			DPTH..	126		OTHER ADJ...		.00	.00	.00	.00		
	TOTAL ACRES..			.000							TOTAL LAND FMV..		258,340

IMPROVEMENT # 1 MAJOR IMPR-M

MAIN FIN AREA.. 8,000.00 ACT/EFF YR/AGE.. 1951 1988 27 VISITED.. 10/01/1991 BY
STRAT..... 04 DESCRIPT.... OFFICE MAINTAINED.. 5/16/2017 BY MCGUIRBA
MAIN PERIM..... 480.00 MAIN GROUND SF.... 8,000.000
LOCATION #..... 417 N MAIN ST

	COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CMPL
AC 20	MASONRY STOOP	100	904.00	15.00			90.00				12,204	
AC 26	SLAB	100	280.00	2.00			106.00				593	
MA 32M	OFFICE	100	8000.00	57.00	1.00		100.00			100	456,000	
EW 01	BRICK	100	480.00	.00							0	
- HC 57	PACKAGED HEAT/COOL (	100	8000.00	2.85							22,800	
- PL C	COMMERCIAL PLUMBING/	100	20.00	1000.00							20,000	
	RCN...		PCT COMPLETE				100	x			511,597	
	QUAL.. QG C+-		QUALITY C+-				100.00	x			511,597	
	DEPR.. 50		AVERAGE LIFE 50 AGE	45.50								
	COND.. C3 00006		COMM DEPR CONDITION	x100.00			45.50	-		232,776	232,776	T
	--FMV... MK 11C		MARKET ADJ				102.00	x			284,397	

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DATE  5/01/18                          ROWAN COUNTY, NC          PARCEL# 011 395                    PAGE     2
TIME 10:05:36                               PROPERTY CARD                                      PROG# AS2006
USER RECTORGD                               FOR YEAR 2018
SCHOFIELD JOHN C                PARCEL ID.. 011 395                    PIN... 011 395
---------------------------  IMPROVEMENT #   1  MAJOR IMPR-M    ---------------------------------------------
+----------------------------160-------------------------------+
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4                                                               :
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C                                                               8
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A                                             : :               :
+---------------------113---------------------+ :               :
                                              : :               :
                                              4 4               :
                                              0 0               :
                                              : :               :
                                              : :               :
                                              : :               :
                                              : B               :
                                              +7+-------40------+
 -------------     AC 20    MASONRY STOOP                        --------- TRAVERSE ------------------------------
  D  U       8.00    D  R     113.00    D  D       8.00    D  L     113.00
 -------------     AC 26    SLAB                                 --------- TRAVERSE ------------------------------
  M  D      32.00    M  R     120.00    D  U      40.00    D  L       7.00    D  D      40.00    D  R       7.00
 -------------     MA 32M   OFFICE                FLOOR:  1.00  --------- TRAVERSE ------------------------------
  M  U       8.00    D  U      40.00    D  R     160.00    D  D      80.00    D  L      40.00    D  U      40.00
  D  L     120.00
-----------------------------------  IMPROVEMENT #   2  MAJOR IMPR-M    ---------------------------------------------
 MAIN FIN AREA..       8,520.00     ACT/EFF YR/AGE.. 1991  1996   19         VISITED.. 10/01/1991 BY
 STRAT.......... 04                 DESCRIPT.... OFFICE                     MAINTAINED..  5/16/2017 BY MCGUIRBA
 MAIN PERIM.....        404.00      MAIN GROUND SF....   8,520.000
 LOCATION #.....          417 N MAIN
   COMPONENT TYPE/CODE/DESC   PCT      UNITS        RATE     STR#  STR%  SIZ%   HGT%   PER%  CDS%      COST      %CMPL
   ------------------------------------------------------------------------------------------------------------------------
MA 32W   OFFICE               100      8520.00       56.00    1.00         97.00              100         462,806
  EW 01   BRICK               100       404.00         .00                                                     0
- HC 57   PACKAGED HEAT/COOL (100      8520.00        2.85                                                24,282
- PL C    COMMERCIAL PLUMBING/100        16.00     1000.00                                                16,000
                                                                                                      ---------------
                       RCN...            PCT COMPLETE                  100     x                         503,088
```

DATE 5/01/18 ROWAN COUNTY, NC PARCEL# 011 395 PAGE 3
TIME 10:05:36 PROPERTY CARD PROG# AS2006
USER RECTORGD FOR YEAR 2018
SCHOFIELD JOHN C PARCEL ID.. 011 395 PIN... 011 395

IMPROVEMENT # 2 MAJOR IMPR-M

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CMPL
QUAL.. QG C+-			QUALITY C+-			100.00	x			503,088	
DEPR.. 50			AVERAGE LIFE 50 AGE		33.50						
COND.. C1	00040		COMM DEPR CONDITION	x100.00		33.50	-	168,534		168,534	T
--FMV... MK	11C		MARKET ADJ			102.00	x			341,245	

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DATE  5/01/18                          ROWAN COUNTY, NC          PARCEL# 011 395                    PAGE     4
TIME 10:05:36                               PROPERTY CARD                                      PROG# AS2006
USER RECTORGD                               FOR YEAR 2018
SCHOFIELD JOHN C                PARCEL ID.. 011 395                      PIN... 011 395
---------------------------------  IMPROVEMENT #   2  MAJOR IMPR-M    ---------------------------------------------
+-----------------------------142-------------------------------A+
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:                                                                 :
6                                                                 6
0                                                                 0
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:                                                                 :
:                                                                 :
+-----------------------------142-------------------------------+
 -------------     MA 32W   OFFICE                FLOOR:  1.00  --------- TRAVERSE -----------------------------
  D  L     142.00    D  D      60.00    D  R     142.00    D  U      60.00
---------------------------------  IMPROVEMENT #   3  MISC IMPR-X     ---------------------------------------------
 MAIN FIN AREA..                   ACT/EFF YR/AGE.. 1991  2006    9         VISITED.. 10/01/1991 BY
 STRAT......... 04                 DESCRIPT.... ASPHALT PAVING             MAINTAINED..  5/16/2017 BY MCGUIRBA
 LOCATION #.....          417 N MAIN ST
   COMPONENT TYPE/CODE/DESC   PCT      UNITS        RATE     STR#  STR%  SIZ%   HGT%   PER%  CDS%      COST      %CMPL
   ------------------------------------------------------------------------------------------------------------------
MS 63    ASPHALT PAVING       100     32000.00        2.00                                                  64,000
                                                                                                        ---------------
                        RCN...            PCT COMPLETE                  100     x                         64,000
                        QUAL.. QG  100    NO ADJUSTMENT                 100.00  x                         64,000
                        DEPR.. 01         ACTUAL/EFFECT LIFE 1           40.00  -         25,600          25,600  T
                      --FMV...                                                                            38,400
---------------------------------  IMPROVEMENT #   4  MISC IMPR-Y     ---------------------------------------------
 MAIN FIN AREA..                   ACT/EFF YR/AGE.. 1991  1991   24         VISITED.. 10/01/1991 BY
 STRAT......... 04                 DESCRIPT.... LIGHTING                   MAINTAINED..  5/16/2017 BY MCGUIRBA
 LOCATION #.....          417 N MAIN ST
   COMPONENT TYPE/CODE/DESC   PCT      UNITS        RATE     STR#  STR%  SIZ%   HGT%   PER%  CDS%      COST      %CMPL
   ------------------------------------------------------------------------------------------------------------------
MS 59    LIGHTING-SINGLE                1.00
                        DEPR.. 02         AVERAGE LIFE 25 AGE            75.00  -              0              0  T
```

DATE 5/01/18 ROWAN COUNTY, NC PARCEL# 011 395 PAGE 5
TIME 10:05:36 PROPERTY CARD PROG# AS2006
USER RECTORGD FOR YEAR 2018
SCHOFIELD JOHN C PARCEL ID.. 011 395 PIN... 011 395

IMPROVEMENT # 4 MISC IMPR-Y

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CMPL
		PCT COMPLETE				100					
--FMV...										1,000	

TOTAL PARCEL VALUES----	LAND / OVR	IMPROVEMENTS / OVR	TOTAL LAND/IMPROVE	2017 VALUE
FMV.....	258,340	665,042	923,382	923,382
APV.....	258,340	665,042	923,382	923,382

COMMENTS -

ARTISTIC IMAGES
AMERICAN FORMS MFG
NC DEPT REVENUESAUNDERS & GOFORTH ATTORNEYS AT LAW
CHARLES W FRICK PI
CORPORATE SQUARE NEW CONST ON CARD #2 1-1-92 ADDED PAVING &
FLOOD LIGHTS 1-1-92

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner
DATE:	11/29/21
SUBJECT:	Approval of Contract with Strategics Consulting for Federal Lobbying Services

---

Rowan County recently received proposals from four (4) responses for Federal and State Lobbying Services. After interviews the County wishes to award the contract for Federal Lobbying Services to Strategics Consulting at a rate of $5,000 per month.

Attached proposed contract with Strategics Consulting.

The Board of Commissioners authorize the County Manager to approve a contract in substantial form with Strategics Consulting for Federal lobbying services for an amount not to exceed $5,000 per month.

ATTACHMENTS:

Description	Upload Date	Type
Draft Contract	11/30/2021	Cover Memo

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **Strategics** ("Provider").

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

1. Services To Be Performed. The Provider agrees to perform Federal Lobbying Services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be for one year beginning on January 1, 2022 and extending through December 31, 2022. The contract shall renew automatically. Either party can cancel the agreement with 30 days written notice prior to the end of the Initial Term or any Extended Term.

3. Payment. The County agrees to pay the Provider $5,000 per month for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

DRAFT

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

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

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

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

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds.

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It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

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

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

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

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

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

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

DRAFT

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

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

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

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

20. Restricted Companies List. Provider represents that as of the date of this Agreement, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to NC General Statutes 147-86.58. Provider also represents that as of the date of this Agreement, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State treasurer pursuant to NC General Statutes 147-86.81.

21. Contract Information. Any updates or changes should be reported to:

THE COUNTY	THE PROVIDER
ANNA BUMGARNER,	LESLIE MOZINGO
PURCHASING DIRECTOR	Strategics
130 West Innes Street	_____
Salisbury, NC 28144	_____
Telephone: 704-216-8174	Telephone: 202-255-5760
	Email: leslie@strategics.consulting

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

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

THE COUNTY	THE PROVIDER
BY: _____	BY: _____
Name: Aaron Church	Name: _____
Title: County Manager	Title: _____
Date: _____	Date: _____

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

_____
(Signature of County Finance Officer)

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EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

- Yearly strategy meetings to set specific goals for upcoming year and future years
- Provider will aid in monitoring legislation and policies that potential effect the County
- Provider shall provide bi-weekly updates to the Board of Commissioners by email
- Provider shall be available for phone calls and meetings with Board of Commissioners on an as needed basis

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner
DATE:	11/29/21
SUBJECT:	Approval of Contract with McGuireWoods Consulting, LLC for State Lobbying Services

---

Rowan County recently received proposals from four (4) responses for Federal and State Lobbying Services. After interviews the County wishes to award the contract for State Lobbying Services to McGuireWoods Consulting at a rate of $5,000 per month.

Attached proposed contract with McGuireWoods Consulting, LLC.

The Board of Commissioners authorize the County Manager to approve a contract in substantial form with McGuireWoods Consulting, LLC for State lobbying services for an amount not to exceed $5,000 per month.

ATTACHMENTS:

Description	Upload Date	Type
Draft Contract	11/30/2021	Cover Memo

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **McGuireWoods Consulting LLC** ("Provider").

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

1. Services To Be Performed. The Provider agrees to perform State Lobbying Services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be for one year beginning on January 1, 2022 and extending through December 31, 2022. The contract shall renew automatically.

3. Payment. The County agrees to pay the Provider $5,000 per month for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the

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County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

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

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

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

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement is subject to termination by either party upon Thirty (30) days written notice, unless otherwise agreed to by the parties in writing. In the event of termination, Provider's final bill for services performed through the effective date of termination will be on a prorated basis based on the fee unless the parties have otherwise agreed in writing. The County agrees that if a conflict of interest arises between County and another Provider's clients that cannot be resolved by mutual agreement of the parties, this Agreement may be terminated immediately by either party upon written notice.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior

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agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

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

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

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

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

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

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

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

19. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of

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Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

20. Restricted Companies List. Provider represents that as of the date of this Agreement, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to NC General Statutes 147-86.58. Provider also represents that as of the date of this Agreement, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State treasurer pursuant to NC General Statutes 147-86.81.

21. Contract Information. Any updates or changes should be reported to:

THE COUNTY	THE PROVIDER
ANNA BUMGARNER,	
PURCHASING DIRECTOR	McGuireWoods Consulting, LLC
130 West Innes Street	501 Fayetteville Street, Ste 500
Salisbury, NC 28144	Raleigh, NC 27601
Telephone: 704-216-8174	Telephone:

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

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

THE COUNTY	THE PROVIDER
BY: _____	BY: _____
Name: Aaron Church	Name: _____

Title: County Manager

Date: _____

Title: _____

Date: _____

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

_____
(Signature of County Finance Officer)

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EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

- Yearly strategy meetings to set specific goals for upcoming year and future years
- Provider will aid in monitoring legislation and policies that potential effect the County
- Provider shall provide bi-weekly updates to the Board of Commissioners by email
- Provider shall be available for phone calls and meetings with Board of Commissioners on an as needed basis

B. No Attorney-Client Relationship Established.

Provider is a wholly owned subsidiary of the law firm McGuireWoods LLP ("McGuireWoods law firm"). Occasionally lawyers at the McGuireWoods law firm provide non-legal services to Provider clients, but Provider does not provide legal services or advice, nor does this Agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship between the McGuireWoods law firm and County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege unless County hires the law firm to provide legal services. This Agreement does not affect the attorney-client relationship, or the privileged nature of any communications, between County and the McGuireWoods law firm pursuant to a separate engagement for legal services, whether established before or after the date of this Agreement. If County desires

legal services, County may enter into a separate engagement with the McGuireWoods law firm; it is not necessary for County to engage the McGuireWoods law firm in order to obtain Provider's services, or vice versa.

C. Conflicts of Interest:

County acknowledges that it is engaging Provider and is not represented by the McGuireWoods law firm under this Agreement, and County consents to the McGuireWoods law firm's representation of other persons and entities on legal matters, including litigation, that may adversely affect County's interests, directly or indirectly, but are unrelated to the specific representation County has asked Provider to undertake on its behalf. Additionally, County consents to Provider's representation of other persons and entities on matters unrelated to the specific representation County has asked Provider to undertake on County's behalf under this Agreement and that may adversely affect County's interests, directly or indirectly.

D. Limitation of Liability:

Provider's maximum liability relating to services rendered under this Agreement (whether in tort, contract, strict liability, or otherwise) will be limited to the fees paid to Provider for the portions of its services giving rise to liability. In no event will Provider be liable for any consequential, special, indirect, incidental, or punitive damages or expenses (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of the possible existence of such damages. This provision will survive the termination or expiration of this Agreement.

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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:	Scott Shelton, Vice President, Rowan EDC
DATE:	November 19, 2021
SUBJECT:	Public Hearing & Summary Presentation - EDC 'Project Excelsior'

The Rowan EDC requests that the Board of Commissioners consider an incentive request from 'Project Excelsior.'

The company is an existing employer in Rowan County that is considering our community for a potential expansion.

If Rowan County were chosen, the company would add 40 jobs over the next two years and invest approximately $10.5 million in building improvements and new equipment.

ATTACHMENTS:

Description	Upload Date	Type
Project Summary	11/19/2021	Cover Memo
Draft Amendment	11/19/2021	Cover Memo

November 19, 2021

ROWANEDC

PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC IMPACT SUMMARY

SUMMARY OF PROPOSED EXPANSION OF PROJECT EXCELSIOR IN ROWAN COUNTY

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Submitted by:
The Rowan EDC

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
Be an original.

November 19, 2021

The Honorable Gregory C. Edds
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

Re: Summary of Proposed Expansion of Project Excelsior in Rowan County

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Council, please allow me to present to you this summary of the proposed expansion of Project Excelsior in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in Rowan County. This document addresses the primary drivers and impacts of the project and is designed to provide you the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens. In order to accomplish this, we have relied on a variety of public and private sector partners. At this time, in addition to company representatives from Project Excelsior, we would like to thank:

- Melanie Underwood, Existing Industry Expansion Manager, Economic Development Partnership of NC
- Steve Abbott, President, Abbott Consulting Group

In the preparation of this document, we have strived to utilize factual data and realistic projections. It is our intent that this document serves as a resource as you deliberate potential actions.

Please do not hesitate to contact our offices with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,

Scott Shelton

Scott Shelton
Vice President

Contents

1. Project Description
2. Regulatory Approval Process
3. Requested Assistance
4. Model of County Revenue – 10-Year Horizon
5. Closing
6. Draft Incentive Agreement Amendment

1. Project Description

About The Company

The company behind Project Excelsior is an existing manufacturer in Rowan County. The company is well respected in its field and currently employs a large number of people in our community.

The Proposed Project

Project Excelsior is experiencing a susbtantial increase in demand for its products and plans to expand to meet this demand. The company will either expand one of its current facilities or establish a new facility somewhere in the southeast.

If our community were chosen, the company would create 40 new jobs over the next two years. Approximately 85% of these new jobs would be in the production and logistics categories. The remaining positions would be managerial and sales positions.

The company would also invest approximately $10.5 million in facility improvements and new equipment. The majority of these improvements would be completed by the end of 2023.

2. Regulatory Approval Process

Zoned appropriately for the proposed use, there does not appear to be any regulatory barriers to this project moving forward. The company will work with Rowan County staff to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

3. Requested Assistance

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and Rowan County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all of the criteria in the contract, a grant based on a percentage of the property tax will be paid. The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes the categories of grants, including the minimum investment required and the percentage of new taxes paid that would be used as the basis for the grant:

Grant Category	***Minimum Taxable Investment Required***	***Percentage of Paid Taxes Returned as a Grant***
Level 1 Grant	$5 million	75%
Level 2 Grant	$50 million	80%
Level 3 Grant	$100 million	85%

The company previously received a Level 1 Grant from the Board of Commissioners and has not yet completed its initial five-year grant term. In order to avoid having to enter into a second grant agreement with the company for this potential expansion, the Rowan EDC proposes that the Board consider

amending the original five-year grant agreement to extend its term by two years. During these two additional years, the company would receive a grant equal to only 33% of the new taxes paid.

In order to illustrate the revenue impact of this potential project on Rowan County, we have projected revenue returns over a 10-year period. These projections are provided below in Section 4.

We respectfully ask that the Board of Commissioners consider approving this request. A 'Draft' copy of the proposed incentive agreement amendment is attached.

Other Potential Assistance

We are also working with 'Project Excelsior' and the Economic Development Partnership of North Carolina to pursue a grant from the State from its One North Carolina Fund, which is a discretionary program that offers cash grants for job creation.

If approved, Rowan County will have to apply for the grant on behalf of the company. Though the required local match amount for this grant is yet to be determined, it will likely be satisfied through the County's Investment Grant.

4. Model of County Revenue – 10-Year Horizon

If Rowan County were chosen, Project Excelsior would begin installing new equipment in early 2022. The majority of building improvements and new equipment installation will be completed by December 31, 2023. The overall investment timeline is based on information provided to the Rowan EDC by the company.

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of .6575
- $9.75 million of new equipment and construction occurs prior to December 31, 2023
- The expansion is complete by December 31, 2025, with a total investment of $10.5 million
- Investment for the original project and the proposed expansion would overlap in FY 23-24, FY 24-25, and FY 25-26
- The grant percentage for those three overlapping fiscal years is 75%
- The grant percentage for the two additional years is 33%
- Depreciation for business personal property was estimated using the State of North Carolina's 2021 Depreciation Schedule A
- Eleven-year lifespans were assumed for all business personal property depreciation

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures.

Incorporating the above framework, the following outcomes are projected:

- During the first two fiscal years of the original project (FY 21-22, FY 22-23), Rowan County would collect $146,426 in revenue and provide incentive grants totaling $109,819. The County would retain $36,606 during this period.

- During the three fiscal years that the original project and the proposed expansion overlap (FY 23-24, FY 24-25, FY 25-26), Rowan County would collect $439,473 in revenue and provide incentive grants totaling $329,605. The County would retain $109,869 of revenue during this period.

- During the final two incentivized years (FY 26-27, FY 27-28), Rowan County would collect $241,894 in revenue and provide incentive grants totaling $79,825. The County would retain $162,069 during this period.

- During the three non-incentivized years (FY 28-29, FY 29-30, FY 30-31), Rowan County would collect $240,645 of new revenue.

- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated $1,068,438 disburse a $519,249 grant and retain an estimated $549,189 of new revenue.

Project Excelsior:

Calendar Year	2020	2021	2022	2023	2024
Fiscal Year	FY 21-22	FY 2022-23	FY 23-24	FY 24-25	FY 25-26
Real Property Investment	$0	$0	$0	$0	$0
Current Real Property Tax Rate	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*
Real Property Taxes	$0	$0	$0	$0	$0
Incentive Grant Rate	*0%*	*0%*	*0%*	*0%*	*0%*
Incentive Grant	$0	$0	$0	$0	$0
Net County Revenue	$0	$0	$0	$0	$0
Personal Property - Machinery & Equipment	$11,660,000	$10,610,000	$21,640,000	$23,400,000	$21,800,000
Current Personal Property Tax Rate	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*
Personal Property Taxes*	$76,665	$69,761	$142,283	$153,855	$143,335
Incentive Grant Rate	*75%*	*75%*	*75%*	*75%*	*75%*
Incentive Grant	$57,498	$52,321	$106,712	$115,391	$107,501
Net County Revenue	$19,166	$17,440	$35,571	$38,464	$35,834
Total Property Taxes (Real & Personal)	$76,665	$69,761	$142,283	$153,855	$143,335
Total Incentive Grant (Real & Personal)	**$57,498**	**$52,321**	**$106,712**	**$115,391**	**$107,501**
Total Net County Revenue (Real & Personal)	**$19,166**	**$17,440**	**$35,571**	**$38,464**	**$35,834**

Project Excelsior:

Calendar Year	2025	2026	2027	2028	2029	
Fiscal Year	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	10 Year Sum.
Real Property Investment	$0	$0	$0	$0	$0	
Current Real Property Tax Rate	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	
Real Property Taxes	$0	$0	$0	$0	$0	**$0**
Incentive Grant Rate	*0%*	*0%*	*0%*	*0%*	*0%*	
Incentive Grant	$0	$0	$0	$0	$0	**$0**
Net County Revenue	$0	$0	$0	$0	$0	**$0**
Personal Property - Machinery & Equipment	$19,630,000	$17,160,000	$14,670,000	$12,010,000	$9,920,000	
Current Personal Property Tax Rate	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	
Personal Property Taxes*	$129,067	$112,827	$96,455	$78,966	$65,224	**$1,068,438**
Incentive Grant Rate	***33%***	***33%***	*0%*	*0%*	*0%*	
Incentive Grant	**$42,592**	**$37,233**	$0	$0	$0	**$519,249**
Net County Revenue	$86,475	$75,594	$96,455	$78,966	$65,224	**$549,189**
Total Property Taxes (Real & Personal)	$129,067	$112,827	$96,455	$78,966	$65,224	**$1,068,438**
Total Incentive Grant (Real & Personal)	**$42,592**	**$37,233**	**$0**	**$0**	**$0**	**$519,249**
Total Net County Revenue (Real & Personal)	**$86,475**	**$75,594**	**$96,455**	**$78,966**	**$65,224**	**$549,189**

5. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Excelsior would create a total of forty new full-time jobs, as well as add $10.5 million to the County's tax base. This expansion would also generate approximately $549,189 of net tax revenue for the County over the next ten years.

On behalf of your Economic Development Council, we look forward to providing you any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.

6. Draft Incentive Agreement Amendment

AMENDMENT TO RELOCATION AND EXPANSION
ASSISTANCE AGREEMENT BETWEEN PROJECT EXCELSIOR
AND ROWAN COUNTY, NORTH CAROLINA

This AMENDMENT (the "Amendment") to the Relocation and Expansion Assistance Agreement dated _____ (the "Agreement") is entered into between Project Excelsior and Rowan County, a North Carolina body politic, and as amended is hereby effective the 6th day of December 2021 as follows:

1. In the sixth paragraph of the Agreement, in the first sentence, the amount of *"$17.51 million*" is amended to read *"$28.01 million*."

2. In Article I, Section 2), subsection d), of the Agreement, the first sentence shall be deleted and amended to read "*For the first five (5) years of the Agreement, multiply the property taxes applicable to the New Property Value for each applicable Property by 75% (0.75). For the sixth and seventh years of the Agreement, multiply the property taxes applicable to the New Property Value for each applicable Property by 33% (0.33).*"

3. In Article I, Section 3) of the Agreement, the fifth sentence shall be deleted and amended to read "*For the first five (5) years of the Agreement, payment of the Grant shall be equal to Seventy-Five Percent (75%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Section 2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant. For the sixth and seventh years of the Agreement, payment of the Grant shall be equal to Thirty-Three Percent (33%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Section 2 above at the prevailing Rowan County tax rate for the tax year of the requested Grant.*"

4. In Article II, Section 2), of the Agreement, in the first sentence, "*five separate tax years*" is amended to read "*seven separate tax years*."

5. In Article III, Section 1), of the Agreement, in the first sentence, "*142 Full Time Equivalents*", is amended to read "*182 Full Time Equivalents*". In the second sentence, "*142 FTEs*" is amended to read "*182 FTEs*."

6. In Article III, Section 2), of the Agreement, the number of new FTEs by fiscal year is amended to the following:

County Fiscal Year	*Number of New FTE (in aggregate)*
FY 2021-22	*83*
FY 2022-23	*139*
FY 2023-24	*174*
FY 2024-25	*182*
FY 2025-26	*182*

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IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

(Company Name)
_____
By: _____
Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)
Name_____

ROWAN COUNTY, NORTH CAROLINA
_____
Gregory C. Edds
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:
_____
Carolyn Barger
Clerk to the Board of Commissioners

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

_____
James M. Howden
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

_____
John Dees II
County Attorney

DRAFT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart
DATE: November 24, 2021
SUBJECT: Quasi-judicial Hearing for SUP 02-21 Amendment: Taylor Clay Products

---

Taylor Clay is requesting an amendment to their Special Use Permit (SUP) approved on September 7th to increase the approved building expansion square footage from 7,875 to 12,000 at their existing brick manufacturing operation at 1225 Chuck Taylor Lane. Per section 21-58 and 21-60 (3)(a), operations that are subject to a special use permit as identified by the table of uses (21-113) in the Zoning Ordinance require a special use permit for all new and expansion of existing operations. Taylor Clay received previous special use permits (formerly identified as conditional use permits) in 2002 and 2006 for the addition of a brick kiln and a new building addition respectively.

1. After chairman statement, sworn oath to those testifying
2. Receive staff report
3. Petitioner statements, if any
4. Statements by others sworn in
5. Close hearing
6. Consider 3 findings of fact with separate motions on each (unless 1 motion to adopt findings from previous hearing).
7. Motion to approve or deny SUP 02-21 Amendment

ATTACHMENTS:

Description	Upload Date	Type
Chairman's Speech	11/24/2021	Exhibit
Staff Report	11/24/2021	Exhibit
Site Plan	11/24/2021	Exhibit
GIS Map	11/24/2021	Exhibit
Evaluation Criteria	11/24/2021	Exhibit
Application	11/24/2021	Exhibit
Procedural Checklist	11/24/2021	Exhibit

Greg Edds, Chairman

SUP 02-21 Amend.: CHAIRMAN'S SPEECH

The hearing for consideration of amending SUP 02-21 is now in session and will focus on an application submitted by Bryce Evans on behalf of Taylor Clay Products for a 12,000 sq.ft. building expansion on Tax Parcel 408-020 located at 1225 Chuck Taylor Lane.

If you feel that any member of the Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

1. Approve the permit as requested or with additional conditions;
2. Continue the request; or
3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept **sworn** testimony. **No** hearsay evidence is admissible.

Shane Stewart will present the case for the County.

DEPARTMENT OF PLANNING & DEVELOPMENT
NOVEMBER 23, 2021
STAFF CONTACT: SHANE STEWART

SUP 02-21 AMEND.: Taylor Clay

REQUEST: 12,000 SF expansion to existing brick manufacturing operation

Parcel ID: 408-020

Location: 1225 Chuck Taylor Ln.

Acreage: Apx. 29 AC plus 39 AC on adjacent Parcel ID 408-079

Zoning: IND

Floodplain: N/A on 408-020

Watershed: N/A

Property Owner: Taylor Clay Products

Applicant: Bryce Evans

Existing Use: Brick Manufacturing (SIC 3251)

SUP REQUEST DETAILS

Taylor Clay is requesting an amendment to their Special Use Permit (SUP) approved on September 7th to increase the approved building expansion square footage from 7,875 to 12,000 at their existing brick manufacturing operation at 1225 Chuck Taylor Lane. Per section 21-58 and 21-60 (3)(a), operations that are subject to a special use permit as identified by the table of uses (21-113) in the Zoning Ordinance require a special use permit for all new and expansion of existing operations. Taylor Clay received previous special use permits (formerly identified as conditional use permits) in 2002 and 2006 for the addition of a brick kiln and a new building addition respectively.

SPECIAL USE REQUIREMENTS: SEC. 21-60 (3)(A)

- Minimum Lot Size: The minimum lot size shall be five (5) acres for manufacturing uses. **The site totals 29 Acres per GIS.**

- Location of structures, storage of materials: Principal structures and storage of flammable / hazardous materials shall be 2 times the required buffer. **The proposed addition will be 110' to the nearest property corner, which is a parcel owned by Taylor Clay (parcel ID 408-079). The nearest property use is the Cabarrus Concrete batch plant at 1155 Chuck Taylor Ln. No buffer would be required between two "heavy impact" uses.**

- Site Location: Primary access to arterial or major collector street; not applicable to expansion of existing facilities predating 2004. **N/A. Operation existed prior to 2004.**

- Security Restrictions: Access shall be controlled through gates / fences to prevent unauthorized access to operational area. **Both access driveways are gated.**

- Dust, odor, glare: Shall not be noticeable at adjacent residential property lines. **The nearest residence is located approximately 750 feet from the addition located at 4970 S Main St on the west side of US 29. Staff does not anticipate a change in these levels as a result of this small addition.**

- Removal and reclamation: Removal bonds are not required for expansions to operations existing prior to 2004. **N/A.**

- Screening: Expansions to existing facilities are subject to screening standards from section 21-216. **N/A. Nearest land use is a concrete batch plant, which does not require screening.**

- Separation: New facilities shall be no closer than ½ mile from a church, licensed daycare, public or private school, health care facility, public park, or existing inhabited dwelling. This standard does not apply to expansion of existing facilities. **N/A.**

EVALUATION CRITERIA: SEC. 21-59

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria (see enclosed applicant responses):

1. Adequate transportation access to the site exists. **Peeler Road was re-aligned in 2015 to eliminate the at-grade rail crossing to S. Main St. (US 29) in favor of a new bridge over the highway approximately 1/3 mile north. The resulting ¼ mile dead end road segment approximately 24 feet in pavement width providing access to Taylor Clay, Walk-On Products, and a few other businesses was re-named Chuck Taylor Ln., which connects to the 300 Block of Peeler Rd. Peeler Rd. is classified as a major thoroughfare providing an important railroad crossing between Henderson Grove Church Rd. to the north and Webb Rd. to the south (3.86 mile stretch).**

   NCDOT traffic count information collected in 2016 north of S. Main St. estimate annual average daily traffic (AADT) at 3,300 along Peeler Rd. Comparatively, the Comprehensive Transportation Plan (CTP) estimates road capacity at 13,600 AADT, which represents a figure primarily based on pavement width and speed limit rather than a single measure of assessing the road's operational capacity. While the frequency and volume of use is unknown, the operation does use a rail spur for part of their operational needs.

2. The use will not significantly detract from the character of the surrounding area. **Taylor Clay began operation at this location in 1949 expanding through the years to over include over 250,000 sf under roof (estimate through aerial imagery). Coupled with their adjacent Parcel ID 408-079, Taylor Clay owns 68 acres serving as the primary use within the 128 acre Industrial (IND) district. Other uses include Cabarrus Concrete at 1155 Chuck Taylor Ln., a small solar facility at 170 Furniture Dr., several small businesses between S. Main St. and the railroad, and several businesses along Chuck Taylor Ln. including Walk-On Products at 1170. Additionally, the facility is proximate to the 360 acre property historically referred to as the "Platinum" site zoned 85-ED-2.**

3. Hazardous safety conditions will not result. **None envisioned.**

4. The use will not generate significant noise, odor, glare, or dust. **Previous special use permits were improved in 2002 and 2006.**

   Noise – Regulated by section 21-241 of the Zoning Ordinance based on decibel levels at the property line.
   Odor – Subject to existing air permit with NCDEQ.
   Glare – Staff is unaware of any potential glare issues. Previous staff reports noted only building mounted lights, which should not present glare issues.
   Dust – Surfacing on the majority of operational areas is gravel. Staff does not recall receiving any dust complaints at the facility.

5. Excessive traffic or parking problems will not result. **The site plan presented may be a historic one as the parking areas identified do not match aerial imagery. According to the applicant, no additional employees are proposed as part of this expansion. Section 21-166 of the Zoning Ordinance would not require additional parking to what is available on site. Eleven (11) new gravel parking spaces are proposed as part of this plan.**

6. Use will not create significant visual impacts for adjoining properties or passersby. **The addition will not be visible from adjacent roads or properties.**



PUBLIC NOTICE November 23, 2021 – Mailed notice to eight (8) adjoining land owners (within 100 feet of the subject property).

November 23, 2021 – Sign posted on property.

FINDINGS OF FACT The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:

1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

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

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

The following findings of fact were made for the approval in September.

1. **The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.**

   FACT: The 7,875 square foot addition to the existing staff estimated 250,000 square foot facility will be subject to Building Inspections plan review and permitting.

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.**

   FACT: No material evidence was presented suggesting this request would injure property values.

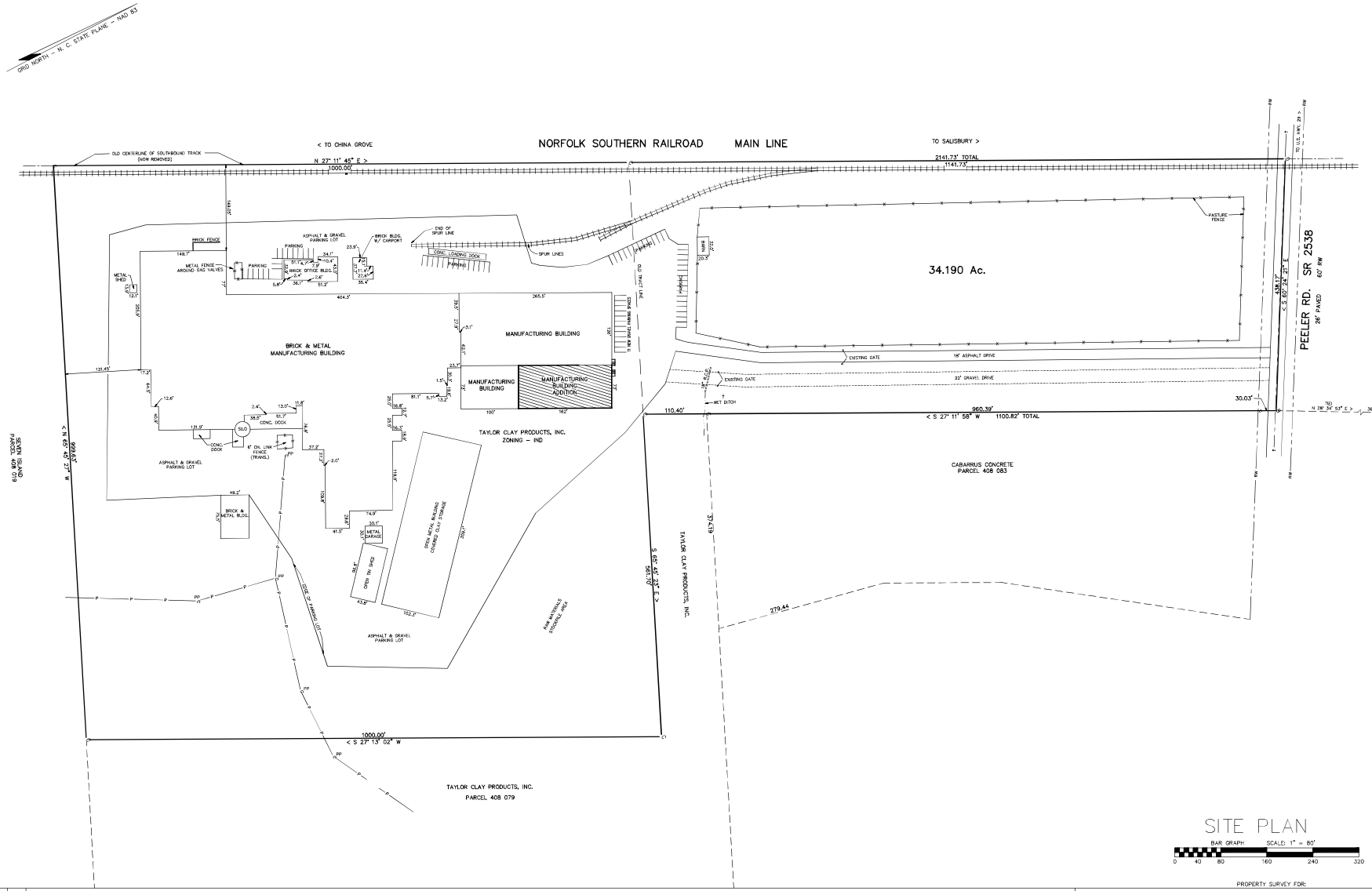
3. **That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.**

   FACT: According to the staff report, Taylor Clay Products began operation at this location in 1949.

   FACT: This request complies with all seven (7) specific special use standards designed to address impacts associated with heavy impact uses.

   FACT: The Eastern Rowan Land Use Plan identifies this property as a Commercial / Industrial Area and within the I-85 / US 29 corridor, both of which support the request.

STAFF COMMENTS This request complies with the heavy impact standards designed to address new and expanded brick manufacturing and similar uses.



SITE PLAN

BAR GRAPH SCALE: 1" = 80'

0 40 80 160 240 320

PROPERTY SURVEY FOR:

TAYLOR CLAY PRODUCTS, INC.

SCALE: 1" = 80'

DATE: OCT. 18, 2021

LITAKER TOWNSHIP – ROWAN COUNTY, NORTH CAROLINA
REF. TAX MAP 408 PARCEL 20, DEED BOOK 344 PAGE 29 & DEED BOOK 587 PAGE 353.

L–1

LEGEND	
⊁	Existing Stone
○	Existing Iron
○	New Iron
⊞	Point
◁	New R.R.S.
?	Centerline
RW	Right–of–Way

SUP 02-21: Taylor Clay Products

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ZONING

- RS
- RR
- RR-AO
- MHP
- CBI
- IND
- 85-ED-2
- 85-ED-3
- Salisbury Zoning

Parcel ID 408-020

Parcels

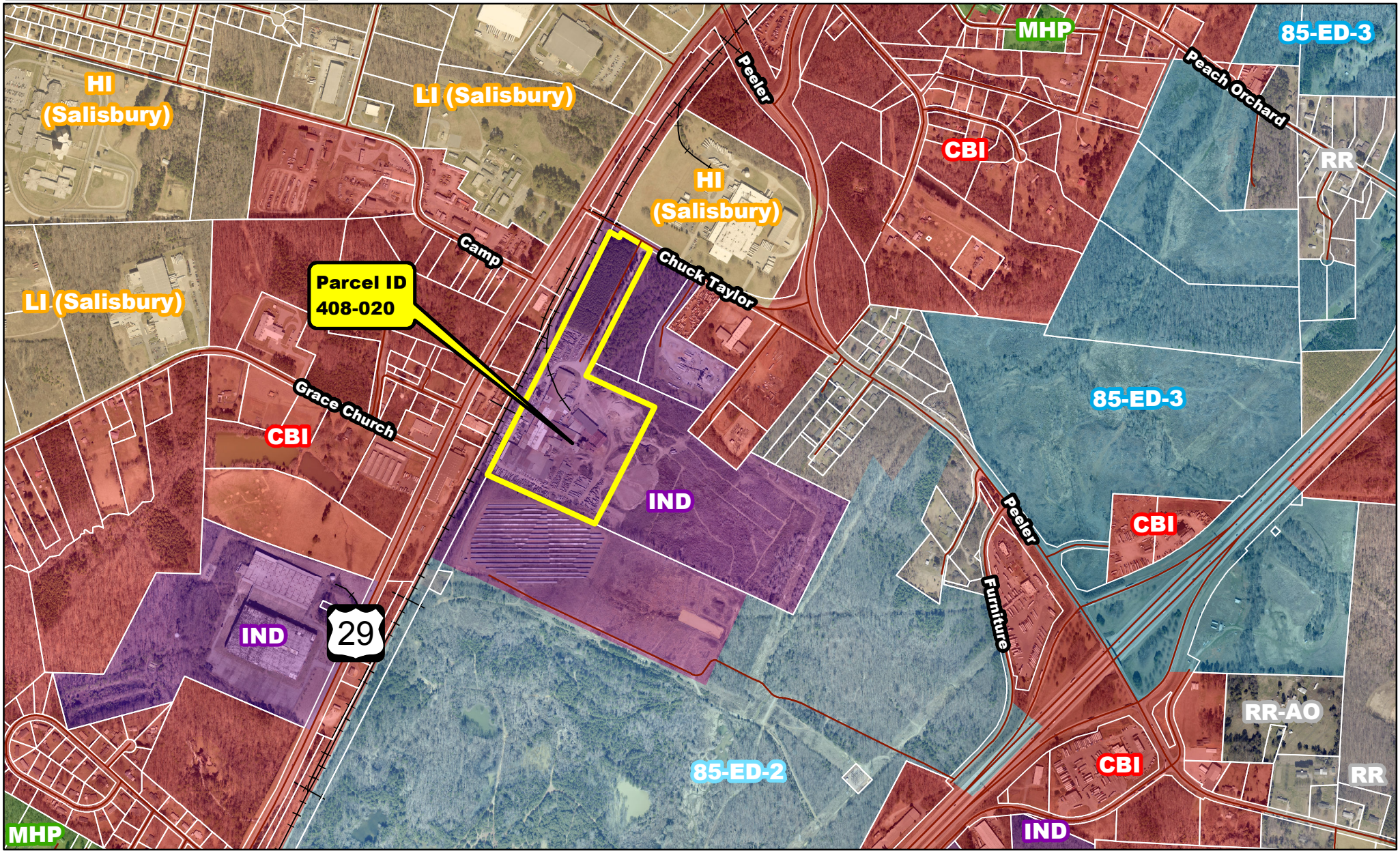
Roads

0 500 1,000 Feet

N

Feb. / Mar. 2021 Aerial Imagery

Prepared by RC Planning Department: August 25, 2021



Taylor Clay Products Statement of Evaluation Criteria

1. Adequate transportation access to the site exists. **The existing site conditions meet this requirement. The proposed addition will not take up existing parking areas and will not result in increased traffic.**
2. The use will not significantly detract from the character of the surrounding area. **All new construction will match the construction of the existing building in both design and use. The adjacent properties are also primarily used for commercial purposes.**
3. Hazardous safety conditions will not result. **The proposed addition will not result in the storage of any hazardous materials or production of hazardous products.**
4. The use will not generate significant noise, odor, glare, or dust. **The proposed addition will match the existing building materials in style and finish. There will not be any additional glare or noise resulting from this addition. Current dust levels will decrease slightly as undeveloped soils are replaced by a new structure.**
5. Excessive traffic or parking problems will not result and the use will not create significant visual impacts for adjoining properties or passersby. **The proposed addition will not create additional traffic, nor will the proposed addition reduce the available parking areas onsite. The proposed addition will be screened by existing trees and will blend in with the existing buildings onsite. The proposed addition will be located roughly 1,000 feet from the nearest roadway (Chuck Taylor Lane) and will not provide any visual impacts to adjoining properties or passersby. Per our revised site plan there will be additional parking at the Northern Side of the existing building**

Statement Prepared By:



RECEIVED
OCT 2 2 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 # SUP 02-21 AMEND
Date Filed 10/22/21
Received By SAS
Amount Paid $200.00

Office Use Only

Energov SUP-016826-2021

SPECIAL ~~CONDITIONAL~~ USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Taylor Clay Products

Signature:

Phone: 704-236-2411 Email: taylor@taylorclay.com

Address: 1225 Chuck Taylor Lane, Salisbury NC 28147

APPLICANT / AGENT INFORMATION:

Name: Bryce Evans

Signature:

Phone: 704-640-1833 Email: baevans09@att.net

Address: 129 Brandon Drive, Salisbury, NC 28144

PROPERTY DETAILS:

Tax Parcel: 408 020 Zoning District: IND

Date Acquired: 03/13/2013 Deed Reference: Book 1213 Page 552

Property Location: 1225 Chuck Taylor Lane

Size (sq. ft. or acres): 34 Acres Street Frontage: 340 Ft.

Current Land Use: Commercial - Manufacturing

Surrounding Land Use: North Chuck Taylor Lane
South Solar Farm
East Commercial
West Railroad Tracks

PURPOSE & SECTION:

State purpose of conditional use permit:

Taylor Clay seeks a conditional use permit to construct a 12,000 square foot addition to their existing manufacturing operations.

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

21-60 (3)(a)

ATTACHED DOCUMENTS:

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

Attached: Yes ☑ No ☐

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

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Public Hearing: 12/6/21 3. Notifications Mailed: 11/23/21 4. Property Posted: 11/23/21 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified: ___/___/___

Checklist for Review of Special Use Permits

Overview. Special uses are assumed to be generally compatible with other land uses permitted in the zoning district in which the special use is proposed, but due to their unique characteristics or potential impacts on the surrounding areas or the county as a whole, individual consideration of their location, design, configuration and/or operation at the proposed location is required. Specific conditions may be attached to a special use permit application in order to ensure conformance with the zoning district, other county ordinances or to address the project's impacts to the surrounding area.

Applicant: Bryce Evans

Property Owner: Taylor Clay Products

Tax Parcel: 408-020 **Location:** 1225 Chuck Taylor Ln.

Request: SUP for 12,000 sf addition to existing brick manufacturer

Special Use Requirements. Has the applicant provided the following specific items necessary for consideration? For any item indicated as "NO", compliance with the condition(s) should be required prior to

	YES	NO
Minimum Lot Size: Shall be five (5) acres.		
Location of structures, storage of materials: Two (2) times the required buffer		
Site Location: Access to arterial / collector st. (not applicable to pre 2004 operations)		
Security Restrictions: Access controlled through gates / fences.		
Dust, odor, glare: Not noticeable at adjacent residential property lines.		
Removal & reclamation: (not applicable to pre 2004 operations)		
Screening: (not applicable to pre 2004 operations)		
Separation standards: (not applicable to pre 2004 operations)		

Evaluation Criteria. Has the applicant demonstrated that their proposal can comply with the following general special use evaluation criteria? For any item indicated as "NO", condition(s) may be added to bring the proposal into compliance.

	YES	NO
Adequate transportation access to the site exists.		
The use will not significantly detract from the character of the surrounding area.		
Hazardous safety conditions will not result.		
The use will not generate significant noise, odor, glare, or dust.		
Excessive traffic of parking problems will not result.		
The use will not create significant visual impacts for adjoining properties or passersby.		

Required Findings. All decisions regarding a special use permit application shall not be approved or denied unless each of the following findings has been made. A motion and vote on each finding is necessary. In order for the special use permit to be granted, all three (3) findings must be satisfied.

	YES	NO
Motion 1: The development of the property in accordance with the proposed condition will not materially endanger the public health or safety.		

Supporting Fact(s): _____

Motion 2: That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.		

Supporting Fact(s): _____

Motion 3: That the location and character of the development in accordance with conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.		

Supporting Fact(s): _____

Additional Conditions. Specific conditions attached to the application that ensure conformance with the zoning district, other county ordinances or that address the project's impacts to the surrounding area.

Condition 1: _____

Condition 2: _____

Additional Conditions: _____

Permit Decision. A simple majority vote is only needed. Note that vacant seats and disqualified members are not counted in computing majority.

MOTION TO: GRANT ☐ DENY ☐ CONTINUE ☐

ROWAN COUNTY
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: 11/18/2021
SUBJECT: Public Hearings For Muliple Road Names

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

Conduct a public hearing for each of the four proposed road names.

ATTACHMENTS:

Description	Upload Date	Type
Farmstead_Memo	11/17/2021	Cover Memo
Farmstead_GIS_Map	11/22/2021	Cover Memo
Farmstead_Petition	11/29/2021	Cover Memo
HobbyFarm_Memo	11/17/2021	Cover Memo
HobbyFarm_GIS_Map	11/22/2021	Cover Memo
HobbyFarm_Petition	11/17/2021	Cover Memo
OldWoodleaf_Memo	11/17/2021	Cover Memo
OldWoodleaf_Background_Info	11/17/2021	Cover Memo
OldWoodleaf_GIS_Map	11/22/2021	Cover Memo
SummersDale_Memo	11/17/2021	Cover Memo
SummersDale_GIS_Map	11/22/2021	Cover Memo
SummersDale_Petition	11/17/2021	Cover Memo

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

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin
RE: Road Names
DATE: November 17, 2021

ROAD NAME CHANGE— A PUBLIC HEARING HAS BEEN SET

The following road name change has been submitted to the Rowan County Planning Department and is presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held to consider and receive comment for the following road name request:

Proposed Name: Farmstead Ln
Currently Known As: N/A
Location: 2000 Block Old Union Church Rd.
Property Owners: Frank Small, ALDI INC, Jane Dower, Russell Woolf, Daisy Martin, Margret Kluttz, Edna, England, Faye Preston, Elbert Kluttz, Katrina Koons


2085
2099
2075
1980
OLD UNION CHURCH RD
60
CRANE CREEK
JENNY
Farmstead Ln
0
200
400
Feet
N

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

Kluttz Lane ✗
Boyd ✗

Elbert Kluttz
704-633-3484

Frank Jr – no sign

BOC
not state road

Sent 9/28 to Columbia via work order
9/29/21 - Farmstead Lane


2085
2099
2095
2075
1980
450
JENNY DR
2535

ROWAN COUNTY
Planning and Development
Road Naming
911 Addressing

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

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

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

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

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

NEW NAME PROPOSED FOR THE ROAD:

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

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

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

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

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

ROAD NAME PETITION

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

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

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

_____

State road numbers(s). Complete the following that is applicable:
(Secondary road (SR) & Four Digits) SR_____(Highway Number) NC#_____
US#_____

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

Petitioners:

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

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

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

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

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

SIGNATURE Elbert M. Kluttz

Address 3250 Bringle Ferry Rd.

City Salisbury State NC Zip 28146

Telephone: Home 704 633-3484 Other _____ Tax map/parcel number 054A007, 054A009, 054A008,

DATE: _____

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

Signature, address and telephone number of PROPERTY OWNER:

1. **SIGNATURE** (Daisy K Martin)
Address 925 Faith Rd
Salisbury NC 28146
Map _____ Parcel 054A013
Phone #: 704 636 8244

2. **SIGNATURE** Elbert M. Kluttz
Address 3250 Bringle Ferry Rd.
Salisbury NC 28146
Map _____ Parcel (see above)
Phone #: 704-633-3484

3. **SIGNATURE** _____
Address _____
Map _____ Parcel _____
Phone #: _____

4. **SIGNATURE** _____
Address _____
Map _____ Parcel _____
Phone #: _____

5. **SIGNATURE** _____
Address _____
Map _____ Parcel _____
Phone #: _____

6. **SIGNATURE** _____
Address _____
Map _____ Parcel _____
Phone #: _____

7. **SIGNATURE** _____
Address _____
Map _____ Parcel _____
Phone #: _____

8. **SIGNATURE** _____
Address _____
Map _____ Parcel _____
Phone #: _____

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing

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

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

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

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

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

ROAD NAME PETITION

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

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

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

Petitioners:

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

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

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

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

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

SIGNATURE Ruth S. Leonard

Address 2078 POLO RD

City Winston-Salem State NC Zip 27106

Telephone: Home 336-413-0782 Other 336-774-0008 Tax map/parcel number 054A010

DATE: 9/21/2021

Road name agreed on:

1. Farmstead Lane
2. _____
3. _____

Signature, address and telephone number of PROPERTY OWNER:

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

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

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

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

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

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

7. **SIGNATURE** Ruth S. Leonard & (Faye's consent Faye L. Preston

Name: Faye Preston and Ruth Leonard
Mailing Address: 2078 Polo Road
City, State: Winston Salem, NC 27106
Property Address: 0 Old Union Church Road
Map/Parcel#: 054A010
Phone: 336-413-0782

8. **SIGNATURE** _____

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

9. **SIGNATURE** _____

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

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing

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

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

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

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

ROAD NAME PETITION

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

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

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

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

Petitioners:

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

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

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

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

SIGNATURE Katrina Rooks + Love LLC

Address 5348 Chandley Farm Circle

City Centreville State VA. Zip 20120

Telephone: Home 703.868.4852 Other 703.803.9777 Tax map/parcel number 054A 006

DATE: 9/20/21

Road name agreed on:
1. ~~Homestead~~ Farmstead Lane
2. _____
3. _____

Signature, address and telephone number of PROPERTY OWNER:

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

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

3. **SIGNATURE** _____
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   City, State: Salisbury, NC 28146
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   Map/Parcel#: 054A014
   Phone: _____

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   Mailing Address: 925 Faith Road
   City, State: Salisbury, NC 28146
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   Phone:_____

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   City, State: Centreville, VA 20120
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PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO RETURNING PETITION.

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

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

ROAD NAME PETITION

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

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

State road numbers(s). Complete the following that is applicable:
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Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE_____

Address_____

City_____ State_____ Zip_____

Telephone: Home_____ Other_____ Tax map/parcel number_____

DATE:_____

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

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   Phone:_____

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   City, State: Lincolnton, NC 28092
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   Mailing Address: 22 View Pointe Rd
   City, State: Prosperity, SC 29127
   Property Address: 0 Old Union Church Road
   Map/Parcel#: 054A012
   Phone:_____

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

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   Mailing Address: 2078 Polo Road
   City, State: Winston Salem, NC 27106
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ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing

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SIGNATURE_____

Address_____

City_____State_____Zip_____

Telephone: Home_____Other_____Tax map/parcel number_____

DATE:_____

Road name agreed on:

1. _____
2. _____
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Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE Jane R Dower

Address 309 West Main St

City Lincolnton State NC Zip 28092

Telephone: Home 704-516-9073 Other _____ Tax map/parcel number 054A015

DATE: 22 Sept 2021

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

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

Rowan County



September 28, 2021

Old Union Church Rd

1:4,806

0 210 420 840 Feet

0 0.0375 0.075 0.15 Miles

Rowan County GIS

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

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin
RE: Road Names
DATE: November 17, 2021

ROAD NAME CHANGE— A PUBLIC HEARING HAS BEEN SET

The following road name change has been submitted to the Rowan County Planning Department and is presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held to consider and receive comment for the following road name request

Proposed Name: Hobby Farm Ln
Currently Known As: Carter Loop St
Location: Carter Loop St
Property Owners: Maria Alvarado, Glen Hilton, Stolz Family Limited, John Kluttz


(1.03A)
575
6
1
632.08
ORGAN CHURCH
ORGAN CHURCH RD 60
(131)
(132)
(334)
(1.03A)
585
7
2
(158)
(4.55A)
180
379
(138)
(139)
(200)
(316)
(178)
(0.93A)
419.87
(0.97A)
8
91
180
117
595
280
160
299
349
2135
CARTER LOOP
318
(217)
651
310
88.8
(4.83A)
144.36
321
195
185
314
245
(318)
231.58
(0.75A)
234.83
640
(668)
(4.53A)
617
Hobby Farm Ln
0
50
100
Feet
N

BOC to Columbus 9/23/24 Cabo DOT then to Commissioners

ROWAN COUNTY
Planning and Development
Road Naming
911 Addressing

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

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

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

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

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

NEW NAME PROPOSED FOR THE ROAD:

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

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

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

First Choice: HOBBY FARM LANE
Second Choice: ~~ROOSTER LANE~~ ROCKING Horse Lane
Third Choice: ~~ROCKING HORSE LANE~~ ROOSTER Lane

add ok per Columbus 9/29/24

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

ROAD NAME PETITION

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

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

Location of road: Describe the location of road in relation to major highways or state road
ADJACENT TO SR 1006 & SR 2565

State road numbers(s). Complete the following that is applicable:
(Secondary road (SR) & Four Digits) SR 2629 (Highway Number) NC#_____
US#_____

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

not Salisbury 28144

Petitioners:

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

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

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

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

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

SIGNATURE [signature]

Address 180 CARTER LOOP STREET

City ROCKWELL State NC Zip 28138 374 016

Telephone: Home 704-796-5875 Other 704-956-5810 Tax map/parcel number 374 087

DATE: 3-26-21

Road name agreed on:

1. Hobby Farm Lane
2. Rocking Horse Lane
3. Rooster Lane

Signature, address and telephone number of PROPERTY OWNER:

1. **SIGNATURE** [signature]
   Address 185 CARTER LOOP STREET
   ROCKWELL, NC 28138
   Map 374 Parcel 010
   Phone #: 704-956-5810

2. **SIGNATURE** [signature]
   Address 14324 FOUNTAIN LN
   Charlotte NC 28278
   Map 374 Parcel 034
   Phone #: 704-236-3307

3. **SIGNATURE** [signature]
   Address 185 Carter Loop St.
   Rockwell, NC 28138
   Map 374 Parcel 010
   Phone #: 980 521-22-39

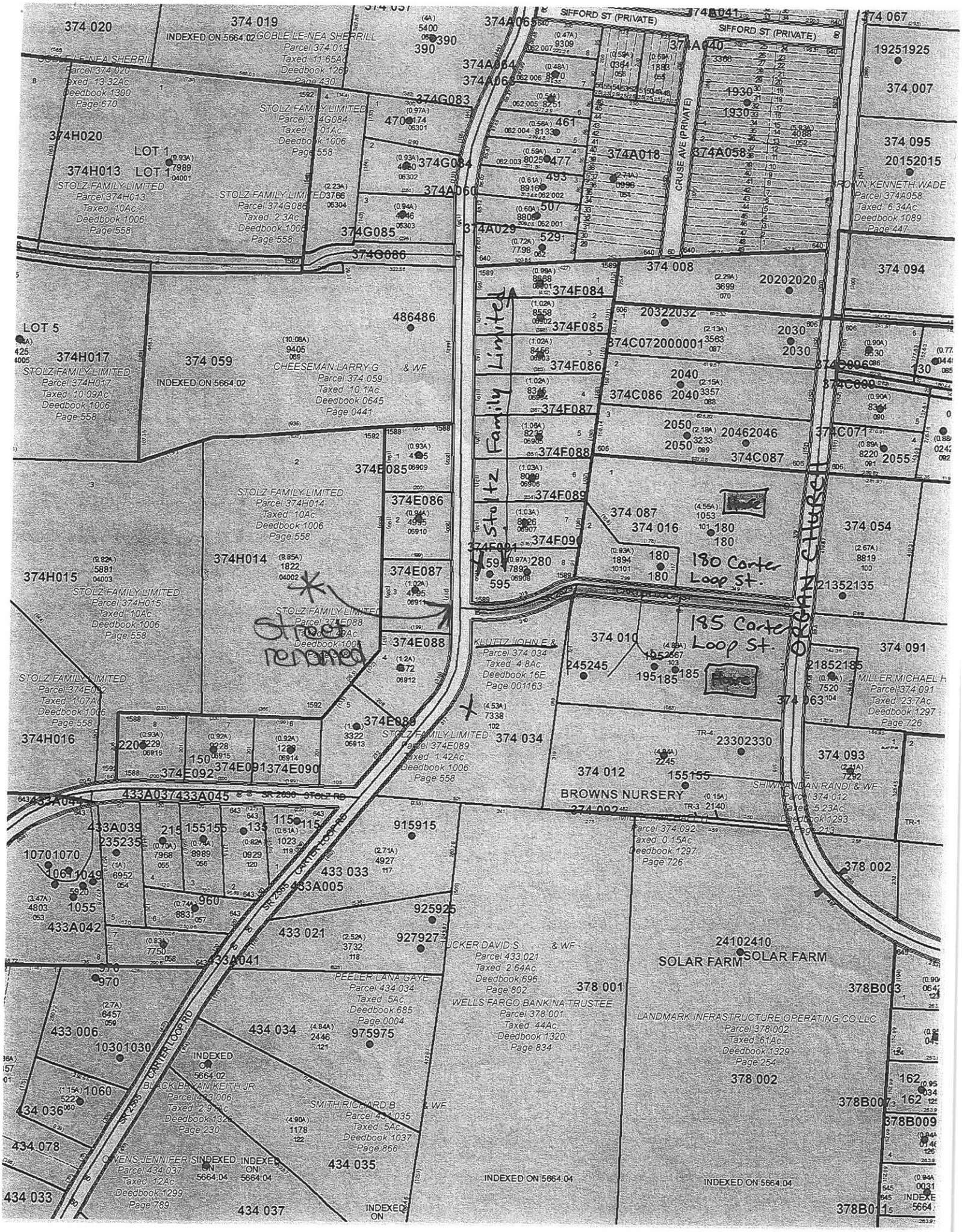
4. **SIGNATURE** _____
   Address _____
   Map 374F Parcel 091
   Phone #: Could not get signature because to a law firm.

5. **SIGNATURE** _____
   Address _____
   Map _____ Parcel _____
   Phone #: _____

6. **SIGNATURE** _____
   Address _____
   Map _____ Parcel _____
   Phone #: _____

7. **SIGNATURE** _____
   Address _____
   Map _____ Parcel _____
   Phone #: _____

8. **SIGNATURE** _____
   Address _____
   Map _____ Parcel _____
   Phone #: _____


SIFFORD ST (PRIVATE)
CRUSE AVE (PRIVATE)
CARTER LOOP RD
SR 2535
374 020
374 019
INDEXED ON 5664.02
GOBLE LE-NEA SHERRILL
Parcel 374 019
Taxed 11.65Ac
Deedbook 1269
Page 430
GOBLE LE-NEA SHERRILL
Parcel 374 020
Taxed 13.32Ac
Deedbook 1300
Page 670
374A065
374A041
374 067
19251925
374A064
374A066
374A040
374 007
374G083
STOLZ FAMILY LIMITED
Parcel 374G084
Taxed 1.01Ac
Deedbook 1006
Page 558
374H020
LOT 1
374H013
LOT 1
STOLZ FAMILY LIMITED
Parcel 374H013
Taxed 10Ac
Deedbook 1006
Page 558
374G084
374A060
STOLZ FAMILY LIMITED
Parcel 374G086
Taxed 2.3Ac
Deedbook 1006
Page 558
374G085
374G086
374A029
374A018
374A058
374 095
20152015
BROWN KENNETH WADE
Parcel 374A058
Taxed 6.34Ac
Deedbook 1089
Page 447
374 008
374 094
374F084
20202020
LOT 5
374H017
STOLZ FAMILY LIMITED
Parcel 374H017
Taxed 10.09Ac
Deedbook 1006
Page 558
486486
374 059
INDEXED ON 5664.02
CHEESEMAN LARRY G & WF
Parcel 374 059
Taxed 10.1Ac
Deedbook 0645
Page 0441
374F085
374C072000001
374F086
374C086
374F087
374C090
374C071
374F088
374C087
374E085
374E086
STOLZ FAMILY LIMITED
Parcel 374H014
Taxed 10Ac
Deedbook 1006
Page 558
374F089
374 087
374 016
374 054
374H014
374F091
374F090
374E087
374H015
STOLZ FAMILY LIMITED
Parcel 374H015
Taxed 10Ac
Deedbook 1006
Page 558
STOLZ FAMILY LIMITED
Parcel 374E088
Taxed 1.49Ac
Deedbook 1006
Page 558
374E088
KLUTTZ JOHN E &
Parcel 374 034
Taxed 4.8Ac
Deedbook 16E
Page 001163
374 010
374 091
21852185
MILLER MICHAEL H
Parcel 374 091
Taxed 23.7Ac
Deedbook 1297
Page 726
STOLZ FAMILY LIMITED
Parcel 374E092
Taxed 1.07Ac
Deedbook 1006
Page 558
374H016
374E089
STOLZ FAMILY LIMITED
Parcel 374E089
Taxed 1.42Ac
Deedbook 1006
Page 558
374 034
374 063
374E092
374E091
374E090
433A037
433A045
SR 2535 STOLZ RD
433A039
433A042
433A041
915915
433 033
433A005
925925
927927
433 021
TUCKER DAVID S & WF
Parcel 433 021
Taxed 2.64Ac
Deedbook 696
Page 802
WELLS FARGO BANK NA TRUSTEE
Parcel 378 001
Taxed 44Ac
Deedbook 1320
Page 834
378 001
24102410
SOLAR FARM
SOLAR FARM
378B003
378 002
LANDMARK INFRASTRUCTURE OPERATING CO LLC
Parcel 378 002
Taxed 61Ac
Deedbook 1329
Page 254
PEELER LANA GAYE
Parcel 434 034
Taxed 5Ac.
Deedbook 685
Page 0004
434 034
975975
433 006
10301030
INDEXED ON 5664.02
BLACK BRYAN KEITH JR
Parcel 433 006
Taxed 2.91Ac
Deedbook 1326
Page 230
SMITH RICHARD B & WF
Parcel 434 035
Taxed 5Ac.
Deedbook 1037
Page 866
434 036
434 078
434 035
OWENS JENNIFER
Parcel 434 037
Taxed 12Ac.
Deedbook 1299
Page 789
INDEXED ON 5664.04
INDEXED ON 5664.04
INDEXED ON 5664.04
INDEXED ON 5664.04
434 033
434 037
378B007
378B009
378B011
BROWNS NURSERY
374 092
Parcel 374 092
Taxed 0.15Ac.
Deedbook 1297
Page 726
374 012
155155
SHIWANDAN RANDI & WF
Parcel 374 012
Taxed 5.23Ac.
Deedbook 1293
Page 213
374 093
23302330
TR-4
TR-3
TR-1
Stoltz Family Limited
180 Carter Loop St.
185 Carter Loop St.
Church
Store
Store
remained

PAR ID: 374F091	NBHD: 00417	JURIS CD: 113 ROCKWELL RURAL FIRE DISTRICT	Route #:
PIN #:	ROWAN CO NC - Property Card	Printed: RUTLEDRE 02/01/21 12:48	Card: 1 of 0

Ownership: 6247550

STOLZ FAMILY LIMITED PARTNERSHIP
PO BOX 30
NORTH GARDEN VA 22959

Subd:

Legal: 12 vacant residential

0 CARTER LOOP RD

L8 1.32ac

Zoning: RA
Plat: 6227

Sale Dt	Db/Pg	Instr	VC	Price	Grantee
01/03/07	1006/558	SNP	6		STOLZ FAMILY LIMITED PARTNERSHIP

The property that did not sign

Sketch Vectors

Vector

Improvement Description: R Residential

Assessment: 2021

Story:	Grade:	Style:	Base Factors		Depreciation		
Style	Bedrooms:	Ext Wall:	Area Fact:		Table:		
Year Blt:	Full Baths:	Foundation:	Const Fact:		Mktadj:		
Eff Year:	Half Baths:	Fireplace:	Grade Fact:		Fun Dep:		
MGFA:	Addl Fixt:	Heating:	St Hgt Fact:		Ecn Dep:		
Upper:	Tot Fixt:	Well/Septic:	Tot Base Adj:	1.00000	Loc Obs Dep:		
Addn:	-	C&D Descr:	Base Model:	1	RCN/SF:		
SFLA-htd:	-	-	Adj Base		RCNLD/SF:		

Land:	$23,375	Excluded:
BLDG:	$0	Ag Use: U
Market:	$23,375	
Deferred:	$23,115	
Exempt:	$0	
Taxable:	$260	
Last Yr:	$260	

DWELL ADDNS

L#	B	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	%Gd	Table	% Cmp	RCNLD

Total RCN:

Total ADJRCNLD:

Pricing Ladder

Adj Base	
Plumbing * Grade	
Heat/Air * Grade	
FP/Other * Grade	0
Base Dwelling RCN	
C&D Adjustment	
Addl Physical Adj	
Dwelling Adj	
Adjusted Base RCN	
Additions RCN	
Dwelling RCN	
Physical Depr %	
Functional %	
Economic %	
Location Obs %	
Dwelling RCNLD	
NBHD Factor Adj	
PCT Complete	
Adjusted RCNLD	

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

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin
RE: Road Names
DATE: November 17, 2021

ROAD NAME CHANGE— A PUBLIC HEARING HAS BEEN SET

The following road name change has been submitted by the Rowan County Planning Department and is presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held to consider and receive comment for the following road name request:

Proposed Name: Old Woodleaf Rd
Currently Known As: N/A
Location: 2000 Block Woodleaf Rd.
Property Owners: Ann Scott, Harry Hip, Pilot Developers LLC, Barbara Dockings, Terry Smith

BOC
State Rd - but DOT already uses name

Ealey, Pamela C

From: Poplin, Aaron M <Aaron.Poplin@rowancountync.gov>
Sent: Wednesday, August 18, 2021 11:08 AM
To: Hawks, Earl C.; Ealey, Pamela C
Cc: Rollans, Adrian; Muire, Ed D.; Stewart, Shane A.
Subject: RE: 2012 Woodleaf

I think Old Woodleaf Rd would be fine especially since the DOT already has it that way. I would be fine in keeping the address numbers since it would be an easier transition and it would correct the odd/even conflict 2012 currently has.

ROWAN COUNTY
NORTH CAROLINA
Be an original.

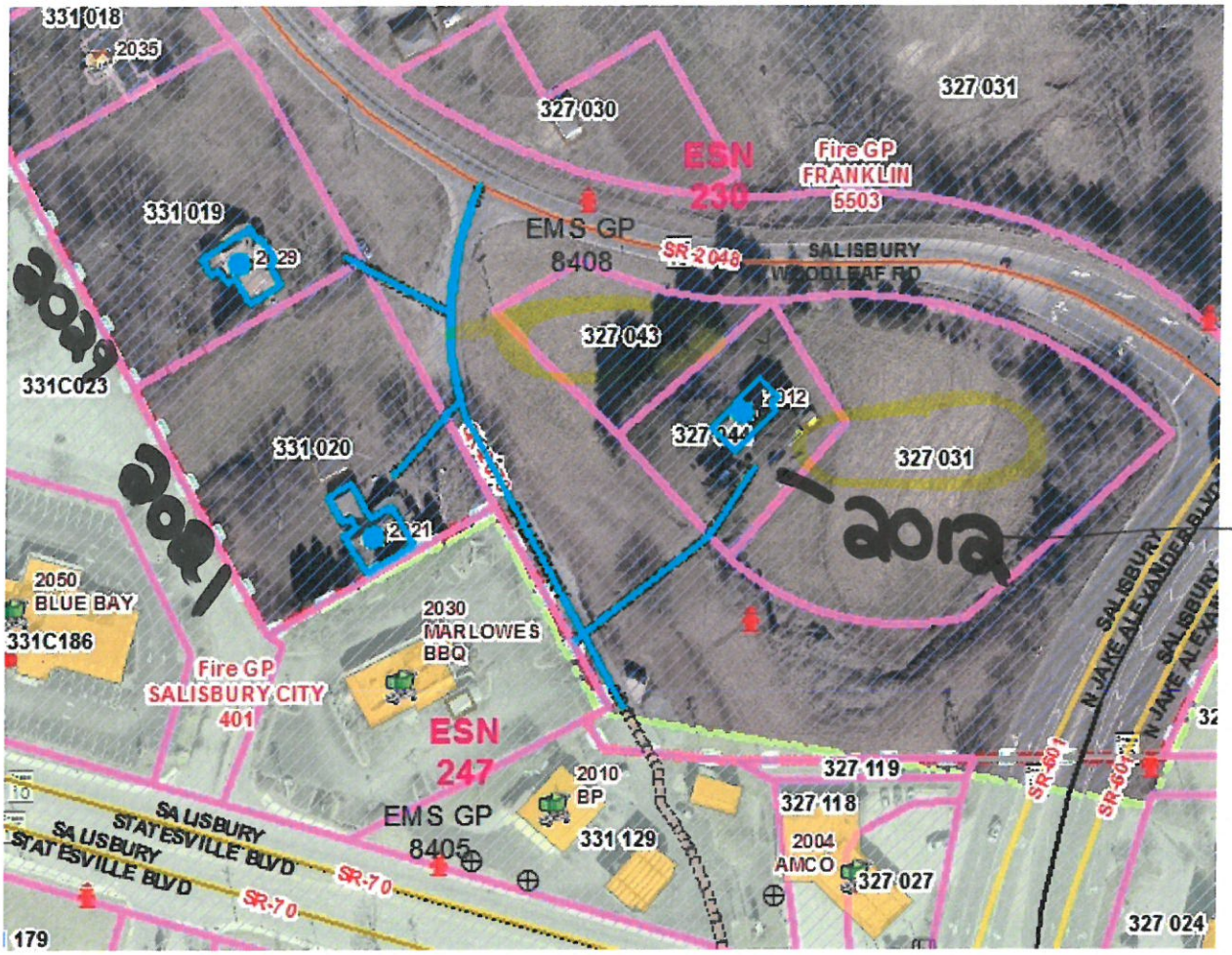
Aaron Poplin| CFM
Planner
Rowan County Planning & Development
402 N. Main St. | Suite 204 | Salisbury, NC 28144
P (704) 216-8600 | **F** (704) 216-7986

From: Hawks, Earl C.
Sent: Wednesday, August 18, 2021 10:37 AM
To: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>; Poplin, Aaron M <Aaron.Poplin@rowancountync.gov>
Cc: Rollans, Adrian <Adrian.Rollans@rowancountync.gov>; Muire, Ed D. <Ed.Muire@rowancountync.gov>; Stewart, Shane A. <Shane.Stewart@rowancountync.gov>
Subject: RE: 2012 Woodleaf

What ya'll think about just naming this section of road to "OLD WOODLEAF RD" (that's what NCDOT has it as) then we just change the addresses .... Also should we readdress the homes or "make" the existing addresses work ?

What are ya'll thoughts ?

kseitz@ncdot.gov



Vacant? Send per Aaron

Thanks,
Columbus

Columbus Hawks | GIS Manager / 911 Analyst
Rowan County Information Technology / Rowan County 911
130 W Innes St, Salisbury, NC 28144 or
1090 Corporate Center Dr
[p] 704.216.8604 [m] 704.239.2226
www.rowancountync.gov

ROWAN COUNTY GEOGRAPHIC INFORMATION SYSTEM Be an original.

ROWAN COUNTY INFORMATION TECHNOLOGY Be an original.

(2) Petition ?

(1) Code DMV for record of using Old Woodleaf - he was remote

Do file - put in DOT
ASK residents to A name to

From: Rollans, Adrian
Sent: Friday, August 13, 2021 9:20 AM
To: Price, Susan K <Susan.Price@rowancountync.gov>

Cc: Hawks, Earl C. <Columbus.Hawks@rowancountync.gov>
Subject: RE: 2012 Woodleaf

Well it is now.
They sorta moved the road if you remember.

AR

From: Price, Susan K
Sent: Thursday, August 12, 2021 6:25 PM
To: Rollans, Adrian <Adrian.Rollans@rowancountync.gov>
Subject: 2012 Woodleaf

Is 2012 Woodleaf on the wrong side of road.



ROWAN COUNTY
NORTH CAROLINA
Be an original.

Susan K Price
Senior Elections Clerk
Rowan County Board of Elections
1935 Jake Alexander Blvd., W. | Suite D10| Salisbury, NC 28147
P (704) 216-8151 | F (704) 216-8145
susan.price@rowancountync.gov
www.rowancountync.gov\elections

2079-RF-1

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
P.O. BOX 25201
RALEIGH 27611-5201

JAMES G. MARTIN
GOVERNOR

THOMAS J. HARRELSON
SECRETARY

DIVISION OF HIGHWAYS

WILLIAM G. MARLEY, JR., P.E.
STATE HIGHWAY ADMINISTRATOR

JULY 91

MEMORANDUM TO: Mr. D. B. Waters
Division 9

FROM: L. J. Ward, P. E., Manager
Planning and Environmental Branch

SUBJECT: Change Secondary Road Numbers

We have been authorized to make the following changes in Secondary Road Numbers on County Maps as indicated below. We request that you make similar changes on your file maps in Division and District, and have the necessary changes made by your sign supervisor on the ground. We are changing our basic county maps accordingly. If our plan does not fit actual ground conditions, please return this with letter of explanation and recommendations.

County ROWAN

Petition No. 9.8091456

Length:

Board Approval .08 Miles

County Map .08 Miles

Report Date _____

Road Name Old Woodleaf Road

Date of Approval • 7-11-91

Old Numbers _____

New Numbers SR-2079 NL

Cancel Numbers _____

System Addition ✓

System Deletion _____

System Reassignment _____

Number Reassignment _____
(See Map)

Remarks: SEE ATTACHED MAP

LJW/pr
cc: Bridge Department
Traffic Engineering
Right of Way

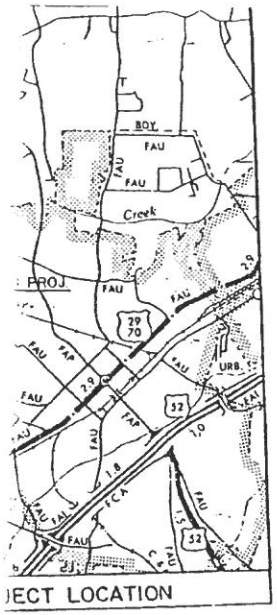
An Equal Opportunity/Affirmative Action Employer

PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY

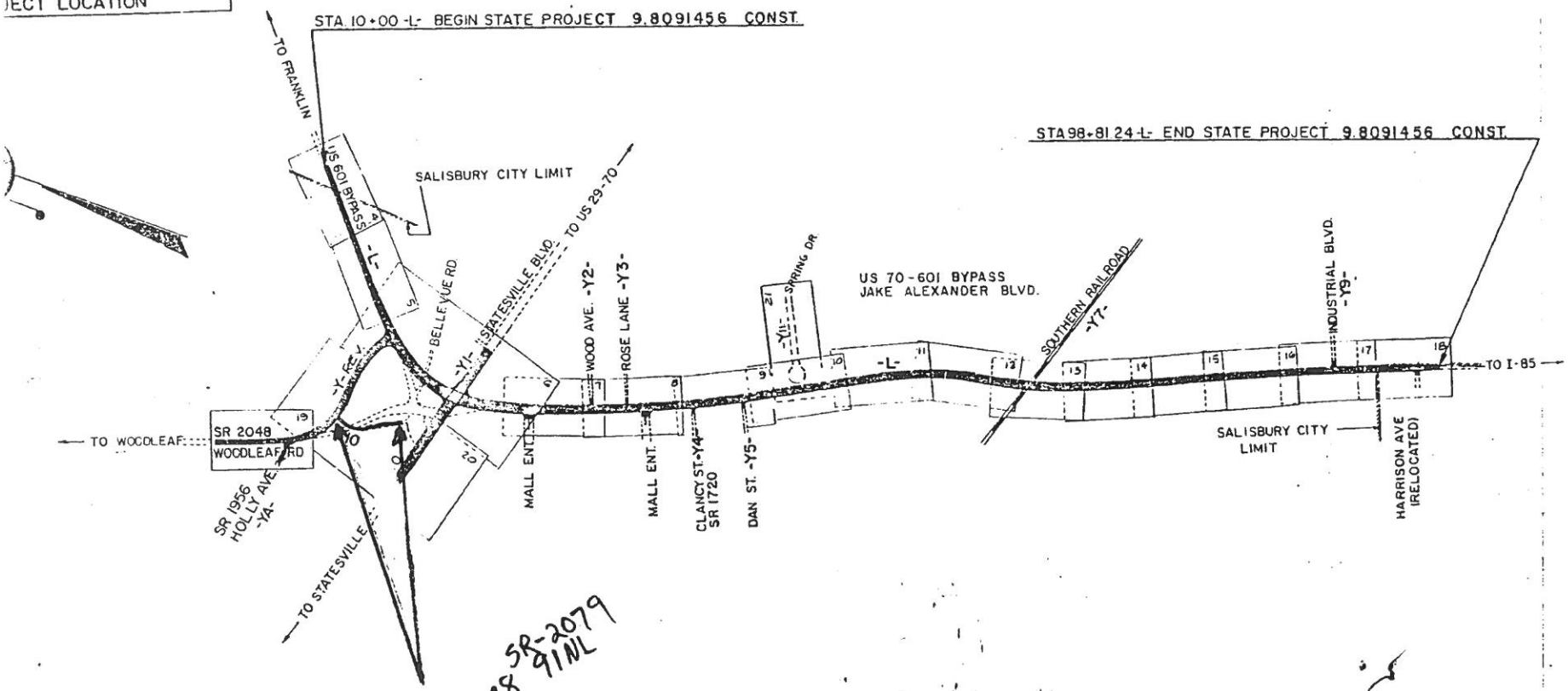
ROWAN COUNTY

LOCATION: US 601 RELOCATED FROM NORTH OF STATESVILLE BLVD. TO SOUTH OF HARRISON AVE. (RELOCATED)

TYPE OF WORK: GRADING, PAVING, DRAINAGE, CURB & GUTTER, THERMOPLASTIC PAVEMENT MARKING AND SNOWPLOWABLE PAVEMENT MARKERS



JECT LOCATION



BUILD .08 SR-2079 91NL

LENGTH ROADWAY PROJECT 9.8091456, [illegible] = 1.682 MILES

TOTAL LENGTH STATE PROJECT 9.8091456 = 1.682 MILES

County Line ..
City or Town Lir
Exist. Right of W
Prop. Right of W
Prop. Right of W
Exist. Control of
Prop. Control of
Property Line .
Easement Line
Slope Stake Lin
Exist. Fence ..
Prop. Woven Wir
Prop. Chain Lin
Exist. Road ..
Prop. Road ..
Guardrail ...
Survey Line ..
Denotes Line E
Bridge .....
Culvert .....
Railroad ....
Woods .....
Exist. Telephon
Prop. Telephon
Tower Pole an
Exist. Power P
Prop. Power Po
Sanitary Sewer
Water Line ...
Gas Line ....
Prop. Wheelch

G
40 20 0
20 10 0
50 25 0
PROFIL
10 5 0
PROFI

JOSEPH X NORT
PROJ

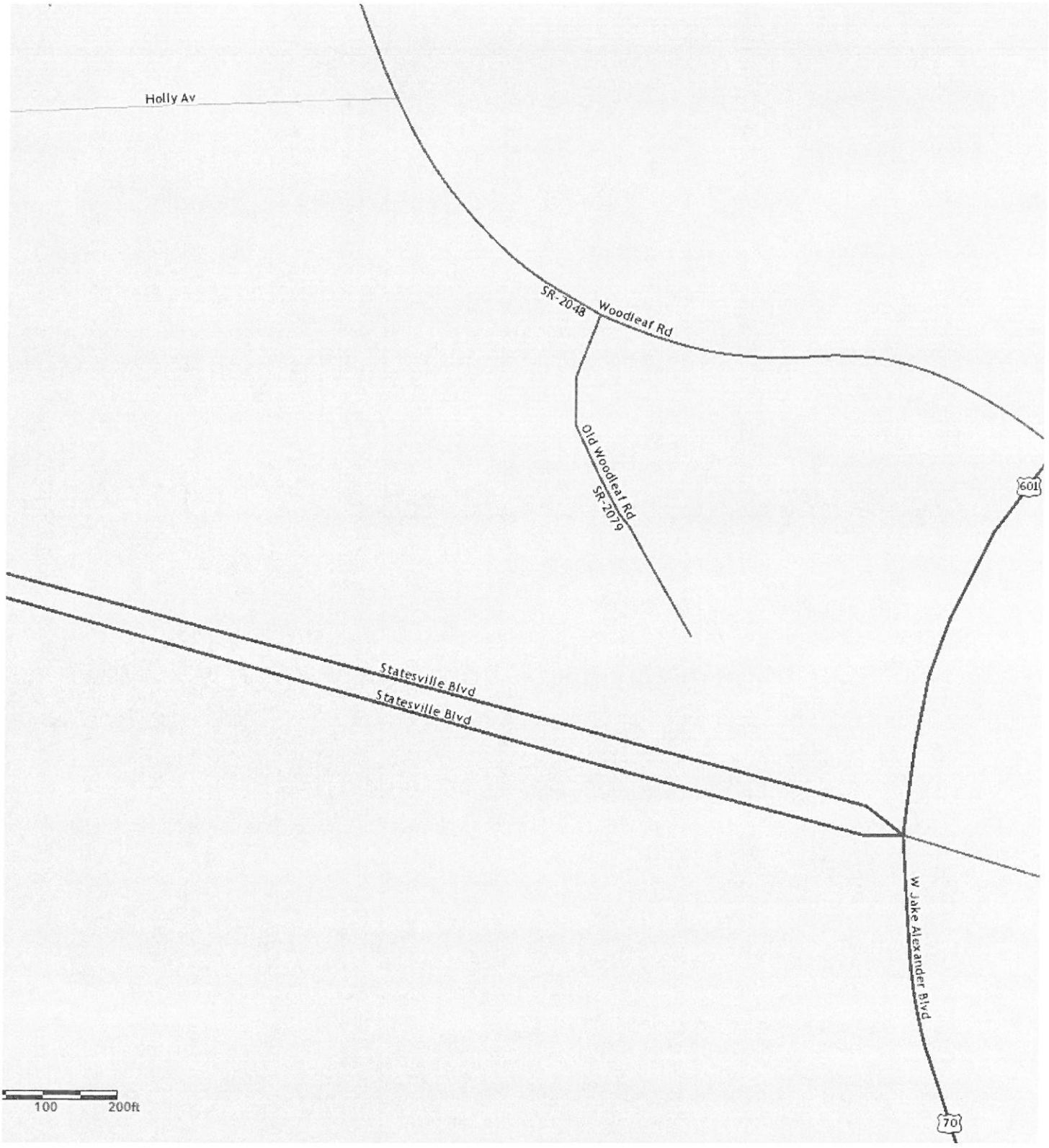
Ealey, Pamela C

From: Goldston, Eric <egoldston@ncdot.gov>
Sent: Wednesday, August 18, 2021 12:09 PM
To: Ealey, Pamela C
Subject: SR 2079 (Old Woodleaf Rd)
Attachments: Change Secondary Road Numbers-07.01.1991.pdf

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

Pam,

Attached is document that shows when DOT gave this road new number in 1991 when this intersection was realigned. Let me know if you need anything else.



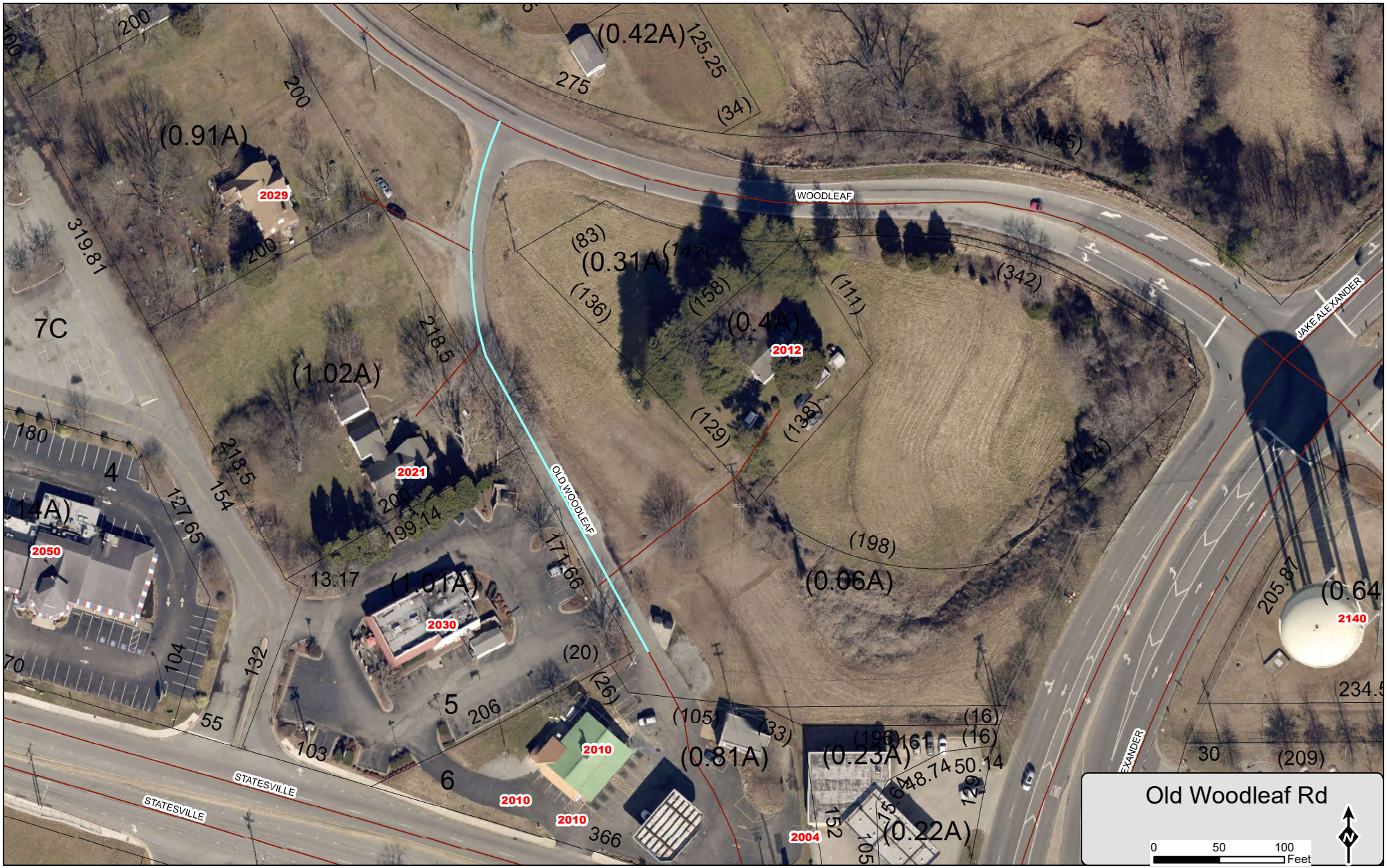
Eric Goldston
Assistant District Engineer
Division 9, District 1
North Carolina Department of Transportation

704 630 3200 Office

egoldston@ncdot.gov

4770 South Main Street
Salisbury, NC 28147

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.


Old Woodleaf Rd
0 50 100 Feet
N
WOODLEAF
OLD WOODLEAF
JAKE ALEXANDER
STATESVILLE
(0.42A)
(0.91A)
(0.31A)
(0.4A)
(1.02A)
(1.01A)
(0.06A)
(0.81A)
(0.23A)
(0.22A)
(0.64
7C
4
(14A)
5
6
2029
2012
2021
2050
2030
2010
2004
2140
125.25
275
(34)
(465)
200
319.81
(83)
(147)
(136)
(158)
(111)
(342)
218.5
154
127.65
180
199.14
171.66
13.17
(129)
(138)
(214)
(198)
205.87
104
132
70
55
(20)
(26)
206
(105)
(33)
(16)
(196)
161
103
366
48.74
50.14
129
152
105
30
(209)
234.5

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

MEMORANDUM

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FROM: Aaron Poplin
RE: Road Names
DATE: November 17, 2021

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The following road name change has been submitted to the Rowan County Planning Department and is presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held to consider and receive comment for the following road name request:

Proposed Name: Summers Dale Ln
Currently Known As: N/A
Location: 3300 Block Smith Rd.
Property Owners: Chad Thomas, CMH Homes, Dale Perry, David Hargett


317.95
123.35
200
78.43
602.13
(4.42A)
(1.07A)
8353
8260
(1.03A)
SMITH
297.63
96.55
8347
(1.86A)
119
(232)
40.45
39.62
66.97
231.81
(304)
8254
678.9
(0.29A)
(579)
51.63
424.49
8255
266.88
158.55
(3.59A)
192.18
(1A)
207.9
85.31
8345
433.8
41.36
164.64
(5.91A)
470.05
(6.19A)
(2.37A)
165.27
146
(5.11A)
RAE
267.64
309
172
594.83
1055.63
344.79
Summers Dale Ln
0
50
100
Feet
N

BOC
no DOT not state road

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing

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

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NEW NAME PROPOSED FOR THE ROAD:

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

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

First Choice: Sommers Dale Lane X
Second Choice: Mason Lane -
Third Choice: Mason Miller Lane

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

ROAD NAME PETITION

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

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

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

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

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

Workorder 9/29/21

Petitioners:

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

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

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

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

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

SIGNATURE [signature]

Address 1124 Charlotte Hwy

City Troutman State NC Zip 28166

Telephone: Home _____ Other 704-528-7960 Tax map/parcel number 246186

DATE: 9-28-21

Road name agreed on:
1. Sommers Dale Lane
2. Mason Lane
3. Mason Miller Lane

Signature, address and telephone number of PROPERTY OWNER:

1. **SIGNATURE** [signature]
   Property Address: 0 Smith Road
   Map/Parcel#: 246186
   Phone: 704-528-7960
2. **SIGNATURE** refused to sign
   Property Address: 8333 Smith Road
   Map/Parcel#: 246392
   Phone: _____
3. **SIGNATURE** _____
   Property Address: 8345 Smith Road
   Map/Parcel#: 246385
   Phone: _____
4. **SIGNATURE** _____
   Property Address: 8255 Smith Road
   Map/Parcel#: 246396
   Phone: _____

5. Signature no sign
   Address 8347 Smith Rd
   Parcel 246 199
   Phone: _____

Petitioners:

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

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

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

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

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

SIGNATURE Freedom Homes will Sign here

Address _____

City _____ State _____ Zip _____

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

DATE: _____

Road name agreed on: 1. [illegible]
2. Sommer Dale Lane
3. _____

Signature, address and telephone number of PROPERTY OWNER:

1. **SIGNATURE** _____
   Property Address: 0 Smith Road
   Map/Parcel#: 246186
   Phone: _____
2. **SIGNATURE** _____
   Property Address: 8333 Smith Road
   Map/Parcel#: 246392
   Phone: _____
3. **SIGNATURE** _____
   Property Address: 8345 Smith Road
   Map/Parcel#: 246385
   Phone: _____
4. **SIGNATURE** Bobby Dwayne Sommers
   Property Address: 8255 Smith Road
   Map/Parcel#: 246396
   Phone: 980 333 1524

Sommer Dalehane

Petition leader: must own property along the proposed roa

SIGNATURE Miles will sign here

Address

City State Zip

Telephone: Home Other Tax n

DATE:

Road name agreed on: 1.
2.
3.

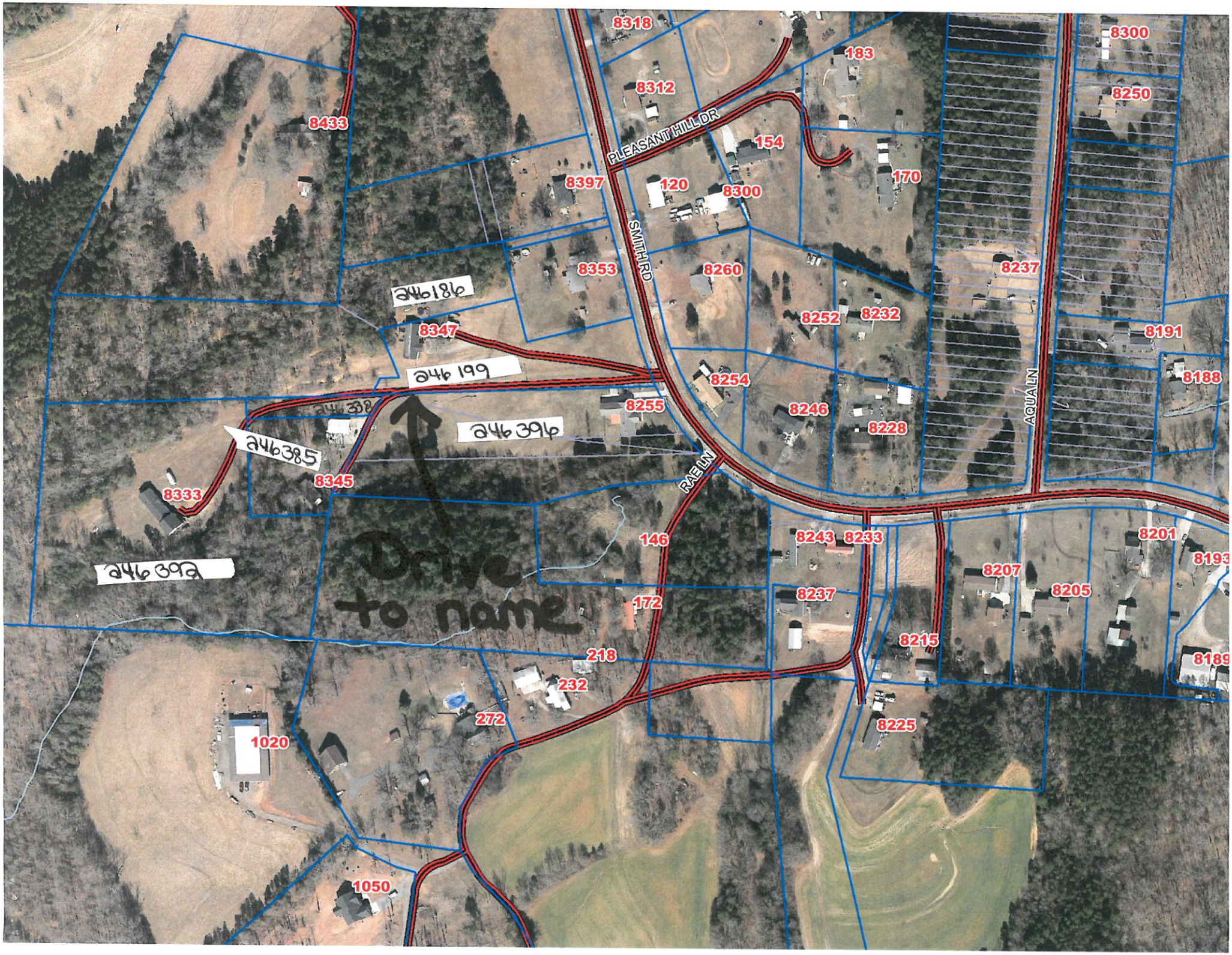
Signature, address and telephone number

1. **SIGNATURE**
   Property Address: 0 Smith Road
   Map/Parcel#: 246186
   [redacted]

2. **SIGNATURE**
   Property Address: 8333 Smith Road
   Map/Parcel#: 246392
   Phone:

3. **SIGNATURE**
   Property Address: 8345 Smith Road
   Map/Parcel#: 246385
   Phone: 704 617-1790

4. **SIGNATURE**
   Property Address: 8255 Smith Road
   Map/Parcel#: 246396
   Phone:


8318
183
8312
8300
8250
8433
PLEASANT HILL DR
154
170
8397
120
8300
SMITH RD
8353
8260
8237
246186
8347
8252
8232
8191
246 199
8254
8188
246 398
8255
8246
8228
AQUA LN
246385
246396
8345
RAE LN
8333
146
8243
8233
8201
8193
Drive to name
8207
8205
246392
172
8237
8215
218
8189
232
272
8225
1020
1050

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart
DATE: November 24, 2021
SUBJECT: Consider SNIA 08-21: ABR Properties

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from ABR Properties LLC to construct a 15,000 sq.ft. race shop on Lot 53 of Mooresville Motorsports. Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

This request meets all standards of approval.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	11/24/2021	Exhibit
Application	11/24/2021	Exhibit
Site Plan	11/24/2021	Exhibit

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: November 23, 2021
RE: **SNIA 08-21; ABR Properties LLC**

BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Approve / Deny / Table **SNIA 08-21**

REQUEST

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from ABR Properties LLC to construct a 15,000 sq.ft. race shop on Lot 53 of Mooresville Motorsports. Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Applicant: King Engineering
Location: 407 Performance Rd.
Zoning: IND
Watershed: WS II BW (Coddle Creek)

Property Owner: ABR Properties Inc.
Tax Parcel: 239-058
Purpose: Race Shop

STAFF CALCULATIONS

- Total lot area (less r/w): **36,750 sf**
- Current total built upon area: **0 sf**
- Proposed structure size: **15,000 sf**
- Proposed other improvements: **6,063 sf (based on plan acreage)**
- Total coverage after development: **21,063 sf (58% per plan)**
- Allowable coverage by right: **4,410 sf (12%)**
- Coddle Creek Watershed Acreage Total: **11,885 AC (10% = 1,188 AC)**
- Acres approved for SNIA: **167 AC (.014% of 10%)**

- Percentage removed from 10% allocation total: **14% of 100%**

STAFF COMMENTS This request meets all standards for approval.

DocuSign Envelope ID: 05F19E0D-AA14-45C0-B881-3F9B659A944B

Rowan County Department of Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # SNIA 08-21
Date Filed 11/17/21
Received By SAS
Amount Paid $200.00

Office Use Only
SNIA-016951-2021

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: Alex Bowman DocuSigned by: 6721EC311FE2465... ABR PROPERTIES LLC

Signature:

Phone: _____ Email: CBIBY@BIBYMGMT.COM

Address: PO BOX 811
CORNELIUS, NC 28031

APPLICANT / AGENT INFORMATION:

Name: Samuel L. King, Jr.

Signature: Samuel L. King

Phone: 828-403-5586 Email: samkingjr@gmail.com

Address: 401 Poteat Drive, Morganton, NC 28655

PROPERTY DETAILS:

Tax Parcel: 239 - 058 Zoning District: IND

Location: 407 Performance Rd

Size (sq. ft. or acres): 0.84 Watershed: WS-II (Coddle Creek)

Current Land Use: vacant

List the current or proposed use of the property and a general description of what will be constructed under this application:

New 15,000 SF manufacturing building with 5 standard parking spaces and 1 handicap space to serve 5 employees

DocuSign Envelope ID: 05F19E0D-AA14-45C0-B881-3F9B659A944B

Will there be ***land disturbing activity*** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☐ No ☑

Structures: Existing 0 sq.ft. Proposed 15,000 sq.ft.

Other Impervious Coverage: Existing 1,759 sq.ft Proposed 4,304 sq.ft

Remaining Undeveloped Area: 15,61 sq.ft. 42.7 % of Property

Storage of toxic and/or hazardous material: Yes ☐ No ☑

If Yes, a spill containment plan must submitted with application.

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.

Attached: Yes ☑ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.

Samuel L. Kepley
Signature

November 3, 2021
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: 12/6/21 3. Board of Commissioners Action: Approved _____ Denied _____ 4. Date Applicant Notified: ___/___/___

DocuSign Envelope ID: 05F19E0D-AA14-45C0-B881-3F9B659A944B

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project.

✓ Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA

✓ Project included within an SNIA Overlay Area.

(b) Lot Dimensions.

✓ Actual dimensions and acreage of the lot to be built upon and the location of any right of ways that may affect development on the lot.

✓ Average lot size (in square feet).

(c) Built Upon Area.

✓ The accurate location and use of all existing and proposed buildings and other structures and location and size, in square feet, of all built-upon areas including parking and loading facilities.

✓ The percent of the project that will be covered with an impervious surface.

✓ The area, in acres, to be left natural

(d) Streams / Rivers.

N/A The accurate location of all perennial streams and natural drainage areas on the property on the site plan.

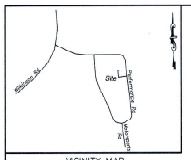
(e) Buffers.

N/A The location of all required buffer areas shown on a site plan.

Lot size less r/w & esmts.	.84 AC 36,750	Other coverage	6,063
Allowable coverage by right	4,410	Total coverage	21,063
Allowable coverage with 70%	25,725	Undisturbed acreage	15,687
Existing coverage	0	Watershed acres	11,885 AC
Pre-1994 coverage	0	Acres approved for SNIA	167 AC
Building size	15,000	Percentage Removed	1.4%

Checked By: SAS Date: 11/23/21

Comments: _____



VICINITY MAP

Parcel ID 239-074
Mulkern Properties LLC
DB 1254, PG 706
Lot 62, BOM 9995, PG 2252
ZONE: IND
USE: SERVICE GARAGE

Parcel ID 239-075
David Jensen
DB 746, PG 414
Lot 63, BOM 9995, PG 2252
ZONE: IND
USE: SERVICE GARAGE

20' Drainage Easement

N 08°28'55" W 150.02'

EXIST SEPTIC FIELD

PROP. SEPTIC MARK

15.30'

100.00'

NEW BUILDING
100' x 150'
(15,000 SF)

PARCEL 239 - 058
LOT 53, MOORESVILLE
MOTORSPORTS CENTER, PH 1
BOM 9995, PG 2062
0.83 Acres Total
0.09 Acres in R/W
0.84 Acres Developable

new asphalt

existing asphalt

150.00'

WHEEL STOP (TYP)

CONCRETE BOLLARD W/ HANDICAP SIGN

43'

10'

43'

15.00'

27'

8'

27'

S 85°24'25" W 299.97'

299.99'

44.39'

N 83°53'25" E 299.58'

299.09'

N 83°53'25" E 277.08'

Parcel ID 239-057
Craig . Briggs
DB 884, PG 379
Lot 54, BOM 9995, PG 2062
ZONE: IND
USE: SERVICE GARAGE

Parcel ID 239-059
ABR Properties, LLC
DB 1324, PG 889
Lot 52, BOM 9995, PG 2062
ZONE: IND
USE: MANUFACTURING

Parcel ID 239-060
Barry Daniluk & Sherry Daniluk
family trust
DB 1316, PG 90
ZONE: IND
USE: SERVICE GARAGE

16" RCP

15" RCP

12" RCP

EXIST. MAG NAIL(T)
EL: 778.60

EXIST. MAG NAIL(T)
EL: 784.25

S 06°24'35" E 149.75'

S 06°24'35" E 149.75'

Performance Road, NCDOT 50' R/W
Deed Book 1230, Page 810

GENERAL NOTES

1. DEVELOPER:
ABR PROPERTIES LLC
P. O. BOX 811
CORNELIUS, NC 28031-0811

2. CIVIL SITE WORK CONTACT
SAM KING, JR., PE PLS
401 POTPAT DRIVE
MORGANTON, NC 28655
PHONE: (828) 403 - 5586
email: samking2@gmail.com

3. PROPERTY ADDRESS: LOT 407 PERFORMANCE RD

4. SUBJECT PROPERTY PARCEL ID NUMBER: 239 - 058, ROWAN COUNTY

5. SUBJECT PROPERTY LIES WITHIN ZONE "X", 0.2% ANNUAL FLOOD HAZARD AREA PER FEMA PANEL NUMBER 37104686 00 K, JUNE 16, 2009.

6. DEVELOPMENT IMPERVIOUS SUMMARY
TOTAL AREA = 36,734 SF, (0.84 AC)

NEW BUILDING:	15,000 SF
EXIST ASPHALT PAVING:	1,656 SF
NEW ASPHALT PAVING:	3,364 SF
CONCRETE PAVING:	900 SF
EXIST GRAVEL:	103 SF
TOTAL IMPERVIOUS:	21,063 SF

% IMPERVIOUS = 21,063/36,734 x 100 = 57.34%

7. SUBJECT PROPERTY ZONED ROWAN COUNTY "IND".

8. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AGENCY FOR THE EXACT FIELD LOCATIONS OF ALL WATER, SEWER, ELECTRIC, TELEPHONE, TELEVISION AND ANY OTHER UNDERGROUND AND OVERHEAD UTILITY BEFORE STARTING CONSTRUCTION. THE OMISSION FROM OR THE INCLUSION OF UTILITY LOCATIONS ON THE CONTRACT DRAWINGS IS NOT TO BE CONSIDERED AS THE NONEXISTENCE OF OR A DEFINITE LOCATION OF EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE.

9. SUBJECT PROPERTY LIES WITHIN WS-II CODDLE CREEK WATERSHED AREA.

10. WELL AND SEPTIC AREAS BY OTHERS. LOCATION OF WELL AND SEPTIC AND CONSTRUCTION AUTHORIZATION TO BE OBTAINED THROUGH THE ROWAN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.

11. PARKING SUMMARY
5 EMPLOYEES, ONE SHIFT, 8 S, M-F

STANDARD PARKING SPACES	5 EA
HANDICAP SPACES	1 EA
TOTAL SPACES	6 EA

12. PROPOSED USE: "MANUFACTURING"

LEGEND

- DENOTES SET IRON AS DESIGNATED
- DENOTES EXISTING MONUMENTATION
- DENOTES COMPUTED POINT
- RIGHT OF WAY
- PROPERTY LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD UTILITY
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UTILITY POLE

SITE DEVELOPMENT PLAN

20 0 10 20 40 80

1 inch = 00 ft.

KING ENGINEERING OF CONCORD, PLLP
35 CHURCH STREET, S., SUITE 107
CONCORD, NORTH CAROLINA 28025
PHONE (828) 403 - 5586
F-1435

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 14520 11/2/2021 SAMUEL L. KING, JR.

New Building For:
ABR PROPERTIES, LLC
407 Performance Road
Mooresville, North Carolina

DRAWN BY: S.K
DESIGN BY: S.K
PROJ. MGR: S.K

NO.	DATE	DESCRIPTION OF REVISIONS

PROJECT NUMBER:
2021-115

SHEET NUMBER
C2

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director
DATE: 11-19-21
SUBJECT: W.T. Group Presentation of ADA Evaluation and Transition Plan

---

John McGovern from the W.T. Group will present the results of the ADA self-evaluation and transition plan for adoption.

The Human Resources Department recommends the adoption of the ADA Self-Evaluation Final Report and Transition Plan.

ATTACHMENTS:

Description	Upload Date	Type
ADA Evaluation Final Report	11/19/2021	Cover Memo
Transition Plan Summary	11/19/2021	Cover Memo

AMERICANS WITH DISABILITIES ACT ACCESS AUDIT AND TRANSITION PLAN

FINAL REPORT TO ROWAN COUNTY, NORTH CAROLINA

SUMMARY AND RECOMMENDATIONS

AUGUST 20, 2021

WT Group | 2675 Pratum Avenue | Hoffman Estates | IL 60192 wtgroup.com

ROWAN COUNTY BOARD OF COMMISSIONERS

Chair Greg Edds

Vice Chair Jim Greene

Commissioner Mike Caskey, Jr.

Commissioner Judy Klusman

Commissioner Craig Pierce

COUNTY STAFF PROJECT TEAM

Aaron Church, County Manager

Kelly Natoli, Assistant County Manager and Human Resources Director



The WT GROUP ACCESSIBILITY PRACTICE PROJECT TEAM

John N. McGovern, JD
Principal-in-Charge

Shelley A. Zuniga, CASp, CTRS, Certified ADA Coordinator
Principal

Tanya R. Scheibe, RAS
Project Manager

Ahren A. Hoffman, CTRS, CPE
Project Manager

Heidi Lapin, RAS
Project Manager

Tatum Storey, MSW
Accessibility Specialist



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Program Access Test	page 19
Transition Plan	page 20
Community Engagement	page 21
Funding Access Retrofits	page 22
Implementation Strategies	page 24
Conclusion	page 25

INTRODUCTION

The accessibility of the Rowan County sites is mandated by federal law, the Americans with Disabilities Act (ADA). This report is a summary of our findings and recommendations to make Rowan County facilities more accessible to people with disabilities. The site reports contain all of the detail, and all recommendations. This report also includes recommendations which meet the federal and North Carolina requirements, and incorporate smart practices.

For efficiency, we urge the integration of ADA initiatives. Whether it is in regard to County buildings, public right–of-way (PROW), or parks and park assets such as playgrounds, one integrated plan should be adopted and implemented. The County cannot implement all of our recommendations at once; no local government can do so. We suggest a phased approach to retrofits. It is important that Rowan County staffs gain a good understanding of these findings and recommendations. We suggest a step-by-step approach, as described below.

A GUIDE TO THIS REPORT

There are approximately 3,600 access deficits identified in the 47 site reports. The ADA requires that the access audit identify every access deficit at every site. For each deficit, a solution must be identified.

As discussed later in more detail, the County does **not necessarily have to make every site accessible**. It **does** have to make every program it conducts within its sites accessible. Due to the nature of the County sites audited though, many are unique.

In this report, we identify some broad solutions, such as refreshing all accessible parking, as a way to address issues identified in the site reports, and as a way for the County to better manage compliance. This gives the County flexibility within its compliance efforts to move resources so that they are applied with optimal impact. We offer these systemic changes as a complement to a site-by-site approach. The County will determine how to proceed, and many counties apply a hybrid of a systemic and site-by-site approach.

The scope of our work does not include the design of a solution. Our recommendations are performance based. For example, if a parking stall at a community center needs to be made accessible with proper striping and signage, we will make that recommendation, and will note the dimensions and sign type. The design of a solution is a task for County staff or contractors.

We recommend the following to facilitate review:

First, **read this Final Report**. It provides a “big picture” review of the issues and solutions.

Second, read the 47 site reports. Use your computer and you’ll have instant access to the report for that site and the photos.

Third, use your knowledge of the sites and the expertise of County staff. County staff know County sites better than we do, and County leadership know the staff better than we do. Blend in what you know with what we recommend in the report. There are many ways to solve access problems, and the successful alternative may well be one you define.

REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) is a comprehensive federal civil rights law. This portion of the report describes the ADA mandates and applies them to the County.

Americans with Disabilities Act (ADA) General Mandates

The Americans with Disabilities Act (ADA) is a comprehensive federal civil rights law that prohibits discrimination on the basis of disability. It became effective on January 26, 1992, and has been amended by Congress only once, by a statute adopted in 2008.

The ADA has three principal chapters or titles.

Title II applies to the County and the approximately 89,000 other units of state and local government across the country, and it requires the County to make parks, facilities, policies, communications, and programs, accessible to and usable by people with disabilities.

Title I prohibits private employers of 15 or more, or any unit of state or local government regardless of the number of employees, from discrimination on the basis of disability.

Title III prohibits privately owned places of public accommodation of all size, such as restaurants, fitness centers, hotels, and nonprofit agencies that are open to the public, from discrimination on the basis of disability.

The subject of this report is County facilities. As with any statute, there is some overlap. A space used principally by County employees that might be visited by a member of the public is not solely an employee space, and must have a level of accessibility for that visitor if he or she has a disability. The County has relationships with many entities and nonprofits, and when a nonprofit uses or benefits from the use of County property or resources, the nonprofit is strictly prohibited from discrimination on the basis of disability.

The ADA is to be broadly interpreted. In this section of the final report, we will define terms as they are defined by the ADA. In the remainder of this section, we will:

- review the ADA administrative requirements for the County;
- review the ways in which the ADA applies to new design and construction;
- review the ADA requirements for existing facilities;
- review the ADA Transition Plan requirement;
- review ADA requirements for County public facing policies;
- review the ADA requirements for County programs, and
- review the ADA requirements for County communications.

Finally, this section concludes with a review of the limitations on the accessibility requirements, including technical infeasibility and the concepts of undue burden.

The ADA Administrative Requirements

The US Department of Justice (DOJ) published the title II implementing regulation in 1991, and it became effective on January 26, 1992. It has been amended once, and those changes became effective March 15, 2011. The DOJ title II regulation is here.

The County faces many administrative requirements under title II of the ADA. In this section of the report, we will describe and review five key administrative requirements.

35.106 Notice Requirement: The County must make its citizens aware of the "…protections against discrimination assured them…" by the ADA. In doing so, the County must provide information about how parks, facilities, programs, policies, and communications are affected by the ADA. We recommend the County do so in a way that is inviting and welcoming, and consistent with the way in which the County communicates with members of other protected classes. The County appears to meet this requirement.

35.107(a) Designation of Responsible Employee: The County must appoint at least one employee "…to coordinate its efforts to comply with and carry out…" its obligations under the ADA. Known as the ADA Coordinator, this role is responsible for investigating complaints regarding noncompliance, as well as coordination of overall ADA implementation. The County does have an ADA Coordinator and meets this requirement.

35.107(b) Complaint Procedure: The County must have a process by which disputes regarding accessibility at sites, effective communications, and inclusion in programs and services can result in "…prompt and effective resolution…". DOJ refers to this as a "grievance procedure", and we know the County does have such a process. We do recommend that the County change the way it refers to this process.

Naming it a complaint process or grievance process gives it the appearance of an adversarial process. It need not be, and in fact, many believe that a more positive approach yields "prompt and effective resolution" in a much more customer-friendly way. We suggest the County consider renaming the process to Access and Inclusion Solutions Process, or some other appropriate name that is inviting, not adversarial.

35.130(b)(7) Make Reasonable Modifications: The County must make reasonable modifications that enable access to programs and facilities, when so requested by a person with a disability, unless doing so creates an undue burden (see page 12 of this report). The statute and the DOJ regulation identify many actions or devices that are a reasonable modification. In addition, court decisions and DOJ settlement agreements help further define the term and the limits on the concept of reasonable modification. The DOJ ADA website is a good source of information on this subject at www.ada.gov.

35.150(a)(3) Writing Requirement: The County, whenever it denies a request for a reasonable modification, must create a writing. This is a mandate once it is determined by County staff that a request would create an undue burden (again, see page 12 of this report). Importantly, the writing is to be signed by "…the head of the entity or his or her designee…". In making this

decision, the entity is to consider "…all resources available for use in the funding and operation of the service, program, or activity…".

We recommend the County Board of Commissioners delegate authority to the County Manager, who can then delegate that authority to department heads or program managers, allowing them to make such decisions. We recommend that writings produced by all departments be kept together in one location for ease of access and analysis. These have great risk management value and will help the County forecast the types of requests it will receive.

The ADA Requirements for New Design and Construction

Many of the ADA requirements are open to some interpretation regarding compliance. There is, however, one set of requirements that is clear: all County new design and construction must comply with the federal 2010 Standards for Accessible Design and any State of North Carolina requirements that are more stringent from an access perspective. The DOJ regulation at section 35.151 establishes this requirement, and permits new design and construction to vary only when it is "structurally impracticable" to fully comply.

Experts estimate that design and construction for ADA compliance adds not more than 1% to the facility cost. For the County, it is critical that all designers and contractors understand this mandate and comply with this mandate. Plan review and effective project management by County staff assure that plans and ongoing construction are compliant. The investment of human resources towards this goal is much less costly than removing barriers after a facility or park asset has been constructed or installed.

New design and construction includes the design and construction of alterations and additions, therefore alterations and additions must strictly adhere to the 2010 Standards. The DOJ title II regulation, at 35.151(b)(4), establishes a requirement that when alterations or additions occur at an existing County facility, that a "path of travel" is required to connect the accessible elements of the existing facility with accessible elements in the altered area or addition. In preparing the regulation, DOJ recognized the inequity of a result whereby the accessibility portion of an alteration or addition, the path of travel, could require more fiscal resources than the alteration or addition. The regulation therefore introduces the concept of disproportionality, which permits the County to limit path of travel costs to 20% of the cost of a project

Three clarifications are necessary regarding the concept of disproportionality.

First, the County may elect to apply the concept of disproportionality; it is not required to do so. If the County wishes to make the cap 30% of the cost of the alteration or addition, it may do so. The ADA sets the floor, not the ceiling.

Second, the path of travel must be applied when the alteration or addition is to a primary function area. A primary function area is "…a major activity for which the facility is intended." Examples in the title II regulation include "…the dining area of a cafeteria, the meeting rooms in a conference center, as well as offices and other work areas in which the activities of the public entity using the facility are carried out."

Third, some work at an alteration or addition is simply maintenance and the cost of that work may be deducted from the determination of the cost of the alteration or addition, thereby

affecting the amount necessary to meet the 20% disproportionality test. At most sites these non-alteration costs are very small. In a world where every County penny is important, it is appropriate to properly apply the concept of disproportionality.

Access requirements for new design and construction are important in the context of the County Capital Improvement Plan (CIP). CIP projects, designers, and contractors meet or exceed federal and local requirements.

The ADA Requirements for Existing Facilities

The title II requirements for existing facilities begin with a requirement that the **programs** within those facilities and sites are what is to be made accessible. DOJ title II at 35.149 clearly states that "…no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity."

The term "program" is to be broadly interpreted. For the County, a program is the opportunity made available to the public. Making public comment at a County meeting is a program. Getting a permit is a program. Having picnic tables in a park is a program. Providing testing for the coronavirus is a program. Voting is a program. Think broadly here, and understand that a program is not just an organized activity for which one registers and participates.

In applying 35.149, it is a violation of the ADA if a County program cannot be accessed by a person with a disability because the facility in which the program is located is inaccessible.

Title II at 35.150 discusses the parameters for making existing facilities accessible. It requires the County to view that program "…in its entirety…" at 35.150(a). This is interpreted to mean that all of the locations of a program, e.g., every County fishing area, must be viewed before determining which will be made accessible and which will be left as is until next altered or replaced. This latter statement is made clear at 35.150(a)(1), where the County is told by DOJ that these requirements do not "…necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities…".

Making a program accessible does not always require making a facility accessible. This is explained by DOJ at title II 35.150(b), where it reviews some of the methods to make a program accessible. The non-structural methods, include, but are not limited to:

- Relocating a program from an inaccessible site to a site that is accessible;
- Providing a program at two or more sites, one of which is not accessible and at least one of which is accessible;
- Redesign or acquisition of equipment to make program participation possible;
- Bringing the program to the person with a disability by making home visits;
- Construction of new accessible facilities to house the program;

- Providing extra staff to facilitate interaction by program beneficiaries; and
- Use of accessible rolling stock or other means of conveyance.

Elsewhere in title II, the County is required to make changes to rules and policies as well.

These nonstructural alternatives may be effective in making a program accessible. However, when nonstructural alternatives are not effective in making the program accessible, 35.150(b) requires the County to make alterations to existing parks, facilities, and assets, and when doing so, to treat the alteration as new work and comply with title II 35.151. The County must also give the highest priority "…to those methods that offer services, programs, and activities…in the most integrated setting appropriate". This mandate is integral to the ADA and reflects the clear intent by Congress that separate is not equal. Additionally, the County must disperse the accessible programs that are to be retrofit.

The 2011 title II regulation amendments introduced the concept of safe harbor for the County and other states and local governments at 35.150(b)(2). In essence, if the County in designing and constructing an asset, prior to March 15, 2012, complied with the 1991 Standards for Accessible Design, cannot be penalized if the Standards change at a later date.

An example of safe harbor is the reach range requirement. In the 1991 Standards, reach range could be as high as 54" above the finished floor (aff) if a side approach was used, and only 48" aff if a forward approach was used. In the 2010 Standards, because of confusion about forward reach and side reach, the maximum reach range was simply reduced to 48" aff. The safe harbor concept applies here, and at County facilities designed and constructed before March 15, 2012, where a proper side reach can be used, an operating mechanism can be as high as 54" aff. However, if that hypothetical operating mechanism is at 55" aff, it failed to meet the 1991 Standards and must be retrofit to meet the 2010 Standards maximum of 48" aff.

The ADA Transition Plan Requirement

The title II regulation, at 35.150(c) and 35.150(d), make clear the requirements of the Transition Plan. A transition plan is a phased order of retrofit for existing parks and facilities. The County, in pursuing compliance with this requirement, has wisely chosen to exceed the minimum requirements for the content of a Transition Plan. At 35.150(d), the requirements are:

- Describe the deficits at every County asset;
- Describe a solution for each deficit, or if it is to be left as is, describe why (see 1.9 of this report);
- Specify the year or by what date in which the retrofit will occur; and
- Name the County official responsible for assuring compliance.

No County plan can be effective, however, without cost references or estimates. In developing the Transition Plan, the County has required cost references or cost estimates to enable effective planning for the retrofits that will occur. A key issue for the County is understanding

guidance as to by what date all retrofits must be completed. The title II regulation, at 35.150(c), discussing the time period for compliance, offers this guidance:

> "Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of January 26, 1992, but in any event as expeditiously as possible."

To suggest that this is not helpful guidance to the County is an understatement, for several reasons.

First, it would be literally impossible for the County to have, in 1992, made all of the necessary retrofits by January 26, 1995. In fact, it would be literally impossible for the County to make all retrofits that are necessary during any three-year period in the last 30 years.

Second, when the title II regulation was amended by DOJ and made effective March 15, 2011, this language was not updated with a new compliance date.

Third, when the 2010 Standards were published and included for the first time certain types of recreation assets, there was no change to the completion date of 1995.

The County can draw guidance from the statement above by acknowledging that retrofits will occur as soon as is possible. This requires a balancing of County resources, integration of Transition Plan retrofits with CIP activity and other County plans, and making Transition Plan work a higher priority than discretionary development and acquisition.

Regarding parks and facilities, there is other guidance by DOJ. If there is only one of a type of asset it must be made accessible. This would apply to the County headquarters and other one-of-a-kind facilities that serve the public. If there are numerous assets of the same or similar type, such as health centers, libraries, and parks, not necessarily all must be made accessible.

When this recurring asset issue arises, DOJ does not specify a percentage or ratio that must be accessible. Our work in preparing the transition plan recommendations relies on making a minimum of one of every three recurring assets accessible, and dispersing accessible assets throughout the County. This assures that no matter where a resident is, some County assets are near him or her and are accessible.

Lastly, title II at 35.150(d)(a) requires the County to provide an opportunity for the public to participate in the development of the transition plan. The County implemented a robust community engagement process, conducting public feedback sessions and focus groups, and these greatly influenced our recommendations. This is discussed in more detail on page 22.

The ADA Requirements for County Communications

The title II regulation, at 35.160, requires that County communications to the public with disabilities must be "as effective" as communications to those without disabilities. People with certain health conditions such as deafness or impaired vision may not be able to ascertain the message within the communication. People with a cognitive impairment may not understand

the message. People with physical disabilities that limit their ability to use a mouse may not be able to get the cursor to the content on the website.

More and more local governments were using their websites for communication with the public as well as with employees. Certainly today, in a COVID-19 era, that reliance has only grown.

The broad communication requirements apply to the County website, letters, hard copies of contracts, aural communication that might occur at a County governing board meeting, emails, phone calls, and more.

The ADA Limitations: Technical Infeasibility and Undue Burden

Title II does impose some restraint on the making of reasonable modifications, removal of architectural barriers, and making communications accessible. DOJ expects that these restraints will be implemented as an exception, rather than the rule.

In the 2010 Standards, technical infeasibility is defined within section 106.5 regarding Defined Terms. The County need not make retrofits when doing so is technically infeasible. Again, recognizing that the ADA sets a floor and not the ceiling, the County can choose to make the retrofit. A retrofit to an existing facility may be deemed as technically infeasible when it meets the condition described below:

> "With respect to an alteration of a building or a facility, something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements."

Title II also defines undue burden. The concept of undue burden typically includes three elements: undue administrative burden, undue economic burden, and fundamental alteration. DOJ requires at 35.130(a)(3) that the County bear the burden of demonstrating that denial of a request by a person with a disability rises to the level of one of these three conditions. Each is cited and discussed below.

35.150(a)(3) Undue Administrative Burden: DOJ and the US Congress recognized that there may be circumstances in which a small municipality, or a municipality in a rural area, will find it difficult to administratively obtain the personnel, devices, and processes by which it can make reasonable modifications, or remove barriers. This circumstance will be hard to show in Rowan County.

35.150(a)(3) Undue Financial Burden: DOJ and the US Congress recognized that there may be circumstances in which a municipality will find it difficult to provide the fiscal resources to make a modification or to remove barriers. This circumstance will be hard to show in Rowan County. The FY 21-22 Budget (excluding debt payments and fund transfers) exceeds $160,000,000. While some of these expenditures are funded by restricted sources of income, there is still a substantial amount that is funded by unrestricted sources. DOJ guidance requires that the entire County budget be considered before claiming Undue Financial Burden. The

County must consider unexpended operating and capital budget resources in making the determination that it can or cannot grant a request for modification. With budgets in this range, it will be very, very difficult to show Undue Financial Burden.

As an important final note, County staff must be made aware of this. Often, local government staff will consider only the budget for which they exercise control, in making decisions about Undue Financial Burden. That is not the correct approach. If a high-level County employee departs for a job in another state, and there are $10,000 in salary savings from an unrestricted revenue source due to that departure, it is the burden of the County to show why that $10,000 could not be allocated to fund a request for reasonable modification.

35.130(b)(7) Fundamental Alteration in Nature of the Service, Program, or Activity: DOJ and the Congress recognized that a circumstance may arise where a local government will find it difficult to provide the requested modification based on disability because in doing so the fundamental nature of the service, program, or activity will be changed.

As an example, sand volleyball is very popular. However, a person using a wheelchair will be unable to negotiate the sand surface in a beach volleyball court. If he or she requests a modification such as replacing the sand with a hard surface court (wood, asphalt, concrete, etc.), the County could do so, as the engineering is not complex. Were that to happen however, the very nature of sand volleyball would be changed.

These same three concepts apply to County communications. These must be as effective for people with communication impairments as the County communications for people without disabilities are effective. Language identical to 35.150(a)(3) and 35.130(b)(7) is found at title II 35.164.

COMMON ISSUES

In our work, some common big picture issues arose that complement the recommendations in the specific site reports. One of these is that ways in which maintenance affects access to assets at County sites.

Maintenance

The County uses a conscientious staff to maintain its sites and facilities. However, over time, every site yields to wear and tear. The recommendations below describe ways in which attention to maintenance can specifically address some access deficits.

1. **Provide training** to maintenance staffs regarding the features of an accessible route and how to ensure that it remains unobstructed so that park amenities, e.g., garbage cans or signs, are placed adjacent to the accessible route.

2. **Add door closer checks** to maintenance staff checklists, and record observations on a regular basis. When too much force is required to open a door, adjust the closer.

3. **Purchase some new tools**. The County needs battery-powered 2’ digital levels, and tools to measure pounds of force that are designed for this purpose. Do not use 4’ digital

levels. Acquire door gauges for measuring door pressure. These tools can be assigned to staff for scheduled spot-checks at doors.

Changes in Level and Gaps

The routes and sidewalks that make up the County's network of accessible routes are in fair condition. Wear and tear, settling, weather, and other factors combine to cause changes in level, and gaps along portions of those accessible routes, making that portion noncompliant and a barrier to many visitors with physical and sensory disabilities.

Removing changes in level and gaps has a significant universal design benefit too, as more people with all types of conditions can more easily use County routes, such as staff pushing carts of supplies, parents with kids in strollers, and people using an assistive device such as a wheelchair, Segway, or walker.

4. **Add** change in level of more than .25" **to maintenance safety checklists** in 2022. This will help identify and correct these problems before they expand. Make or buy pre-measured shims and distribute to employees for their use and ease of measurement.

5. **Add inspections for gaps** of greater than .5" **to maintenance safety checklists** in 2022. Identify and fill these gaps before they expand. **In the alternative, consider resurfacing segments of deteriorated asphalt routes**.

6. **Eliminate changes in level** by the end of 2024. Using the rationale that the most severe changes in level are the greatest barriers to access, make changes in level of greater than .75" the highest priority. Make changes in level of between .5" and .75" the second priority. Make beveling of changes in level of .25" to .5" the third priority. ***Consider acquiring or contracting for a grinder.***

7. **Adopt** a policy about the use of Other Power-Driven Mobility Devices (OPDMD) at County sites, and promote that policy to the general public. Every day, people with limited physical mobility start to use a Segway or similar machines. We have included a sample policy in our deliverables.

   Per the new ADA title II regulation published September 14, 2010, County policies or processes permitting the use of OPDMDs were required as of March 15, 2011.

   These assistive devices provide great benefits to people with disabilities. The policy could, at a minimum, address times of allowed use (dawn to dusk, or building hours), speed limits, off-limits areas, status of the user as a person with a disability, and minimum age. It is important to note that a wheelchair is not a power driven mobility device. That device has a separate definition and is allowed in facilities and parks. We provided a guidance memo for your use. The Department of Justice has a good advisory on this topic. It is here.

Obstructed Accessible Routes

Employees **may** see an accessible route as an empty 36" wide space in which a potted plant or garbage can is a perfect fit. However, that blocks or obstructs the accessible route.

8. **Provide training to park and facility maintenance, recreation, and administration staffs** regarding maintenance of accessible routes at county facilities.

Employee Work Areas

The County employs many qualified and skilled full time staff, making services available to residents. The County employs many more on a part-time or seasonal basis. The County likely has employees with disabilities and in the future, will have **more** employees with disabilities, in all categories of employment.

It is important to address access to work areas, and the title II regulation, the work of the Access Board, and the work of the Department of Justice do so. In section 203.9 of the 2010 Standards for Accessible Design, the treatment of employee areas is made clear.

Generally, a person with a disability should be able to **approach**, **enter**, and **exit** the work area. This is addressed by requirements for accessible routes and accessible means of egress. Other factors are door width, and threshold changes in level.

Excluded from this exception are several types of common spaces in employee areas. Spaces such as the ones below must meet the access guidelines as they are excluded from the definition of employee-only areas:

- corridors;
- toilet rooms;
- kitchenettes for employee dining use, and
- break rooms.

In short, the key issues are the accessible route, changes in level, doors and entries, and maneuvering space once within the work area. This approach is effective so long as when the County hires an employee with a disability, or a current employee acquires a disability, it will remove architectural barriers in work areas or make other accommodations.

The two recommendations below are important for all employees at all County sites.

9. **Address accessibility in the County personnel policies**, and note that, upon request by an employee, the County will make reasonable accommodations, which **may** include the removal of architectural barriers in work spaces.

10. **Require new construction, and alterations or additions** that include employee work areas to be designed and constructed so they are compliant with the 2010 Standards for Accessible Design.

Accessible Parking

The County maintains approximately 1,550 standard parking spaces at sites, and 91 more that are designated as accessible parking stalls. The test for the ratio of accessible stalls to all stalls is per parking lot. See our site reports for details.

11. **Create a parking stall template**. A suggested template is below.

Parking Stall Dimensions

Stalls are a minimum of 8' wide. An adjacent access aisle must also be a minimum of 5' wide. The access aisle must be diagonally striped with **high quality paint**. The access aisle can be shared by two accessible stalls.

The collection of signs must include the US Department of Transportation R7-8 standard sign (the blue icon in a wheelchair). Below that must be the statewide fine sign. Unless the County has adopted a higher fine by ordinance, the sign must note the statewide fine. Federal settlement agreements require a third sign, on at least one stall, that says VAN ACCESSIBLE. This stall must be 11' wide with a 5' access aisle. An acceptable alternate is 8' and 8'.

Finally, the bottom edge of the R7-8 sign is a minimum of 60" above the finished grade. We suggest that the signpost be centered at the head of the accessible stall and we suggest that the curb cut and detectable warning run the distance of the access aisle.

The most common deficit in accessible parking stalls and access aisles is the slope. The 2010 Standards limit the slope to **not more than 2.08% in any direction**. **This is a challenging requirement that can take considerable effort to meet.**

Connection to the Accessible Route

The access aisles should connect to an accessible route. The maximum running slope for the accessible route is 5%, and to account for heaving and settling, we recommend 4%. The maximum cross slope is 2%.

Passenger Loading Zone

The loading zone, if provided, must have an access aisle adjacent and parallel to vehicle pull-up space. The loading zone access aisle must be a minimum of 60" wide and 20' long.

12. In 2023 **implement a plan to correct or refresh every accessible stall** at every County facility. Incorporate this task into other plans that require parking lot repair, restriping, or resurfacing.

Running Slope and Cross Slope

There are many sites with running slopes steeper than permitted. At some sites this was a minimal issue, but at other sites it was a significant variance. This condition naturally occurs when concrete settles, or when connections between new and old routes are off by fractions of an inch. Cross slope is equally important, as it serves drainage as well as access purposes.

13. **Revise standard specifications and details** so that in new construction and alterations the slope of the AR shall not exceed 1:21, or 4.7%, as opposed to 1:20, or 5%. This allows room for field error.

14. **Revise standard specifications and details** so that in new construction and alterations the ramp slope shall not exceed 1:13, or 7.7%, as opposed to 1:12, or 8.33%. This allows room for field error. It also makes ramps easier to use for everyone, not just people with disabilities. This universal design approach is also a risk management tool.

15. **Revise standard specifications and details** so that in new construction or alterations the cross slope shall be an integral part of the project and shall not exceed 2% or 1:50.

Detectable Warnings

The US Access Board suspended the detectable warning requirement in the late 1990's, for several years. It was restored in 2002. However, it is not required in the 2010 Standards. **As a smart practice, WT Group recommends the use of detectable warnings.**

The detectable warnings at curbs **that are not compliant** are often a concrete cross-cut, or a grid laid on wet concrete to create a diamond indentation. Over time these should be replaced.

16. As with parking, **develop a template for detectable warnings**.

17. In the same year that parking is refreshed, **implement a plan to correct or refresh every detectable warning** at every curb or crossing at County facilities. If necessary, phase this out over a two or three-year period.

18. Weather greatly affects the life of detectable warnings. We recommend the use of durable, metal plates as opposed to plastic plates.

Door Opening Force Requirements

County facilities and buildings have hundreds of doors. Many have closer mechanisms.

Some of these need adjustment to bring the pounds of force (lbf) necessary into compliance (5 lbf for interior doors and a recommended 8.5 lbf for exterior doors). However, some of the closers are just old. The wear and tear of 20 or more years erodes the closer effectiveness.

19. **Evaluate and determine the age of door closers.**

20. **Add door closer maintenance checks** to safety checklists in 2022 and for closers with 10 years of service or less, aggressively maintain them for effectiveness.

21. **Purchase and install new door closers** for all exterior doors (with closers 20 years old or more) and 50% of interior doors in 2024 or as soon as is possible.

22. **Purchase and install** new door closers for all remaining interior doors (with closers 20 years old or more) in 2026 or as soon as is possible.

23. **Consider acquiring, installing, and maintaining** power assisted door openers for County facilities with heavy consumer traffic.

Signage

County signs serve several purposes. First, signs assist wayfinding in large sites such as the Courthouse. Second, signs identify important permanent elements of facilities, such as restrooms. Third, signs facilitate access by people with vision and physical limitations.

The 2010 Standards treats two types of signs differently. Signs for permanent spaces, such as a bathroom, must be in both Grade 2 Braille and raised lettering. Signs that are directional or informational only require visual lettering of a certain size. Be certain to incorporate these approaches into signs in buildings and sites operated by the County.

24. **Revise the sign template in use by the County** in 2022, that describes where and in which facilities signs will be used. The template could include sign size, mounting height and location, size of characters, space between characters, contrast between characters and background, icons or symbols used in the signs, County information in the signs (name of facility? phone number? main office number?), and more.

25. **Implement signage template and refresh** County signs in 2024.

Bathrooms

Bathrooms are an essential part of a visit to a Rowan County site. Exercise, food and beverage, social activities, and more all rely on one of the oldest designs known to us. Making those facilities accessible is tremendously important.

26. **Develop a bathroom template in 2022**. Confirm it with the State of North Carolina. This is a list of criterion for restrooms, not a design template. Be sure to include temporary facilities such as portable toilets in the template. The template should address the toilet, grab bars, items in the stall such as toilet paper and hooks, the stall, operating mechanisms, mirrors, sinks, hand towels, and more.

27. **Include facility bathroom renovations** in the County Capital Improvement Plan.

28. **Consider the use of automatic flush controls**. These have environmental benefits and are also a great way to eliminate some accessibility problems.

29. **In the interim, implement non-structural modifications recommended in each section of this report,** such as lowering mirrors, remounting grab bars, changing the height of toilets and urinals, installing compliant stall hardware, and so forth. These less costly changes on a site-by-site basis will serve your customers well until resources are available to renovate restrooms on a comprehensive scale.

30. **Make at least one portable toilet**, where provided at a site, accessible. This includes a portable toilet placed at a picnic shelter or adjacent to sports fields. These must be accessible and must be served by **an accessible route**.

    The County has sites with portable toilets; this must be addressed. Use our single-user toilet checklist, and require compliance by County vendors.

Alarms

In existing facilities where an aural or audible fire alarm system is provided, a visual alarm is not required unless the building was constructed after January 26, 1992 or has been upgraded since that same date.

If an alarm in an existing facility is audible only, it need not be modified to include a visual alarm unless it is replaced or upgraded in the future.

31. **Determine in 2022** if systems have been upgraded or replaced since 1992.

32. **Develop a plan in 2023** for the installation of aural and visual alarms in renovations.

33. **Retrofit construction that has occurred since 1992** to include aural and visual alarms by the end of 2026.

Publications and Online Information

The use of a site grid in the Rowan County print and online materials is an important tool for residents and can now be used to communicate about accessibility. Create one to incorporate the access work the County staff completes, and indicate in your grid the location of accessible voting sites, One-Stop Centers, and other assets.

34. **Update website** information to reflect County plans regarding access, and to note which sites are accessible or will be made accessible.

Maintenance Buildings

Maintenance areas are addressed in specific site reports, and employee areas are addressed earlier in this report. We note earlier that the County can apply a different standard to employee work areas, but employee work areas are not exempted from access requirements. County maintenance staff should receive training in regard to applying the **approach**, **enter**, **and exit** strategy so that they understand the reason for the various requirements.

35. **Train maintenance staff supervisors** in accessibility concepts that are applicable to the maintenance building.

36. **Implement recommendations regarding parking, accessible route, changes in level, gaps, doors, and alarm systems** at the maintenance areas.

PROGRAM ACCESS TEST

The US DOJ test for existing facilities is known as the “program access test”. A “program” is an opportunity made available by the County. It can be as diverse as eating a sandwich at a picnic table in a park or attending a meeting and making public comment. A program is not just an activity for which a person registers and pays a fee.

We note early in this section that the program access test does not apply to new construction or alterations and additions. New construction and alterations and additions must be designed and

constructed to comply with the 2010 Standards for Accessible Design. In the title II regulation, section 35.150(b) describes the methods an entity can use to make programs accessible. They include:

- Redesign or acquisition of equipment;
- Reassignment of services to accessible buildings;
- Assignment of aides to program beneficiaries;
- Delivery of services at alternate accessible sites;
- Alteration of existing facilities and construction of new facilities;
- Use of accessible rolling stock or other conveyances; and
- Any other methods that result in making its services, programs, and activities readily accessible to and usable by individuals with disabilities.

Importantly, this section notes that a "...public entity is not required to make structural changes in existing facilities..." when any other method, such as those noted above, are effective. An element of the program access test is dispersion. For example, if there are 20 recurring assets of the same type, the number to be accessible shall be dispersed throughout the County.

What is the right number, or ratio of accessible to inaccessible, for recurring assets? That is an unknown today. US DOJ has not, and likely never will, established a ratio or percentage. We do know that DOJ guidance indicates that unique or infrequently occurring assets are more likely to require alteration than frequently occurring assets. We recommend the County adopt an approach requiring that a minimum of one of three recurring sites be made accessible. Additionally, unique sites shall be made accessible.

The program access test for the County and other units of state and local government is radically different than the approach to existing facilities that a business or nonprofit may take. Our approach of one-of-three has been accepted by Federal District Courts, the US DOJ, the Department of Interior, state courts, and state enforcement agencies. We know it is an effective approach that allows counties to optimize resources and make sites accessible to residents.

The concept of technical infeasibility is an important exception. The US DOJ 2010 Standards for Accessible Design note that when meeting the technical requirements, if the movement of a load bearing wall or element is required, technical infeasibility may arise. Rowan County need not make alterations at a site when it is technically infeasible to do so.

TRANSITION PLAN

The County must have a transition plan per 35.150(d) of the DOJ title II regulation. The plan should identify the barrier, the corrective work, the date by which the work will occur (in our reports, the Phase), and the person responsible for barrier removal.

Barriers should be removed as soon as is possible. Phasing the work to be done allows for access to occur and makes the best use of the resources of Rowan County. We recognize that each phase could require up to four fiscal years for implementation. The County should determine the annual activity within its fiscal years.

We have made cost **references** for planning purposes for the retrofits recommended. We note that these are not estimates and should be used only for planning purposes. The final design, the year in which the work will occur, the relationship with the contractor, and many other factors must be considered before a cost estimate is made.

Our total of all cost references is $6,144,496.00. Our phasing is described below.

- In **Phase One**, we recommend work in two categories: easy to do with existing staff and fiscal resources (low-hanging fruit), and work at recently built sites that is not compliant (such as parking). We suggest that completion of this phase requires five fiscal years. Cost references for Phase One are $2,607,613.75.

- In **Phase Two**, we recommend work in areas that are new to the 2010 Standards. This typically includes sports fields and courts, playgrounds surfaces, playground components, and other park assets. We suggest that completion of this phase requires three fiscal years. Cost references for Phase Two are $1,177,273.05.

- In **Phase Three**, we recommend work in areas in two categories: elements not yet addressed by a final Standard, such as picnic areas or trails, and elements where correction is complex or costly. We suggest that completion of this phase requires three fiscal years. Cost references for Phase Three are $1,203,146.85.

- We do phase some work as **County Option**. This is work at a site or element with access deficits where we believe the County already meets the program access test and need not make these sites accessible, until later altered for another purpose. Cost references for County Option are $908,446.85.

- Lastly, we identify some work as **smart practices**. These are not mandated but are effective in providing more access. The total in this category is $248,015.50.

As noted earlier, we urge the County to incorporate retrofits in other work underway or already planned. This is a more efficient way to address compliance. The Transition Plan should not stand in a silo, separate and apart from the CIP and other processes.

COMMUNITY ENGAGEMENT

Community engagement is an integral part of the Transition Plan process. The County is to host two community engagement events on August 26, 2021.

The first is at 10:00 a.m. Eastern on Zoom. The second is at 6:30 p.m. Eastern, also on Zoom.

A separate report noting the access preferences and priorities will be provided to the County after both meetings have concluded.

FUNDING ACCESS RETROFITS

We have developed this section to discuss some of the potential funding sources other counties, cities, special districts, and governmental entities have used for ADA compliance. This is intended as primer on this topic and is not intended as a comprehensive list.

No Dedicated Federal Source

There is no dedicated source of federal funds for accessibility renovations to existing sites. This will not likely change in the future. Federal funding is unpredictable.

Earmarks

Some of our clients have pursued Congressional earmarks for access work. Earmarks were unpopular, and have not been in place for almost 20 years. However, recent agreements between the political parties in Washington DC indicate that that Congressional earmarks may be restored. We suggest that this is a viable option in communities of influence such as Rowan County.

Community Development Block Grant Funds

Several of our clients have acquired federal Community Development Block Grant (CDBG) funds for accessibility renovations at existing sites. CDBG funds often have a scale of priority. It is important to establish accessibility as a priority for CDBG applications.

State Grants Programs

Several states, and several of our clients, have successfully pursued state legislation to set aside dedicated state funds that can be used for specific purposes, including access retrofits. To name a few, Illinois, North Carolina, Colorado, Ohio, Florida, and Texas all have sources of revenue funded in various ways, such as a real estate transfer tax.

While the various states have all at times not fully funded these grant programs, they remain an effective tool for counties regarding site acquisition and development.

State Discretionary Funds

Most state legislatures provide some type of discretionary funding for members of the legislature. In some states, these are relatively small grants of under $50,000. These can be a viable option for a county with good relationships with state legislators. In others however, they are larger, as much as $1,000,000. If available, this should be considered by the County.

Special Accessibility Legislation

At least one state (Illinois) has adopted legislation that allows municipalities and special purpose park districts to levy a tax that can be used only for recreation for people with disabilities. The funds can be used for access retrofits at existing sites and facilities. Statewide, local entities in Illinois levy an estimated $50,000,000 annually for this purpose.

Private Giving

Some of our clients have successfully sought private gifts for accessibility purposes. The private giving area is subject to fluctuations depending on the economy, political issues, and related fiscal impacts. In our experience, private giving works best when an agency has an employee dedicated to this purpose.

Corporate Giving

Some of our clients have successfully sought grants from corporations. These may, for corporate purposes, come from marketing (such as naming rights to a facility) or from community giving. Also, many corporations have a related foundation that manages corporate giving. In our experience, corporate giving works best when an agency has an employee dedicated to this purpose.

Community Foundations and Other Foundations

Community foundations, which operate on a regional basis, have also been involved in accessibility giving. Perhaps the greatest example here is the multi-million dollar Kellogg Foundation project that improved accessibility in Michigan, Ohio, Indiana, Illinois, and other states that bordered the Kellogg headquarters in Michigan.

Other Methods

There are many other methods, some of which are crafted by a community to meet a unique set of circumstances. These include:

- A New Jersey community takes 100% of accessible parking fines and applies those funds towards recreation for people with disabilities.
- Several Illinois park districts have added a $1 to $10 surcharge to every registration, with the fees generated being earmarked for access and inclusion expenses.
- Several communities have successfully sought budget increases to address accessibility backlogs, just as they have with maintenance backlogs. Those increases may be general fund allocations, proceeds from successful referenda, or reallocations of under expended funds originally budgeted for other municipal purposes.

Risk Management

Investing in safety saves money by avoiding legal expenses related to injuries on County properties. The same concept applies here. Investing in retrofits saves the County the cost of staff time and attorneys to defend against ADA lawsuits or administrative complaints.

While we do not believe a decision about access should hinge solely on risk management factors, we do recommend that Rowan County be aware of this factor going forward. ADA enforcement continues to grow and touch more and more communities. Relief under the ADA is intended to be injunctive in nature, but the time consumed and cost of litigation can be a great drain on human and fiscal resources.

IMPLEMENTATION STRATEGIES

Title II of the ADA is relatively straightforward. That said, we offer some suggestions below regarding implementation of the several mandates in the regulation.

1. ***Maintain a strong relationship with disability advisory groups***. Make it a point to continue to seek out and work with these groups, and seek their feedback on future initiatives. Developing these relationships will help greatly in meeting the ADA mandates and improving the quality of life for all, including those with disabilities.

2. ***Acquire and maintain the Certified ADA Coordinator credential***. There is no nationwide credential required for ADA implementation. However, a Certified ADA Coordinator will benefit the County, keeping it current on implementation strategies and smart practices from school districts, special purpose districts, counties, and cities throughout the United States. Maintain this credential for the employee who currently possesses it.

3. ***Identify available sign language interpreters and enter into agreements*** before situations arise where the County needs such services. Negotiate rates, availability, environments where the work will occur, and so forth.

4. One of the title II requirements for communications produced by the County requires the County to respond to inquiries in the form in which the inquiry is made. We also believe that this is the courteous way to respond. Here, if an inquiry to the County comes in the form of a Braille document, the response from the County should also be in Braille.

   We recommend the County either locate the nearest Braille printer and enter into an arrangement for use, or simply acquire one and have employees learn how to use it. For a review of this topic by the American Foundation for the Blind, visit this site.

5. ***Acquire assistive listening systems***. There are three principal types: inductive loop systems, infrared systems, and FM systems. These devices are helpful for persons with some residual hearing. These devices separate speech from ambient noise and amplify speech. People who are deaf or hard of hearing may prefer, for various reasons, one type of device. The National Association of the Deaf has a brief review of the topic here.

6. ***Monitor the development of the website accessibility requirements***. The Department of Justice suspended the website accessibility guideline in 2016 because technology had advanced so much that the old guideline, developed in 2011, was obsolete. The plan was that the Department of Justice would reevaluate the guidance and issue a final and enforceable Standard in 2018.

   That plan was not executed. A 2017 Presidential directive required that for every new regulation, the issuing agency must rescind two. This caused significant turmoil in the world of accessibility, where there are only three regulations (title II, title III, and the 2010 Standards). To rescind one of the three would have disastrous consequences for North Carolina residents with disabilities. The present Administration will not require such a rescission. That said, it is likely some new ADA regulations will be issued, but it is

impossible to predict when. However, the County must remember that its website must be usable by people with disabilities.

7. ***Develop an ongoing series of disability training for employees***. Every day, new products appear on the market, agencies issue new enforcement decisions, and counties and cities develop and refine new strategies for inclusion and access. Keep current on these developments and share this news with County staffs.

8. ***Require employees to add access and inclusion subject matter to their "diet" of continuing education***. It is important to seek out and attend training events that relate to the work of the employee, and focus on access and inclusion.

9. ***Stay current on technology related to disability***. The last several years have seen new treatments for diabetes and seizure disorders, new tools for communicating with people who are deaf, and new mobility devices. As more people acquire a disability, the market will change to serve them.

CONCLUSION

Rowan County has a variety of facilities and sites. The skilled staff operates facilities and sites the community wants, needs, and enjoys. This report identifies some issues that are typical in a local government infrastructure, and some that are unique to the County. The County takes steps towards accessibility every year and that helps greatly. That said, access work should occur every year during the transition plan.

The number of County residents with disabilities will only rise over time. This demographic fact is another consideration for the County, as the typical incidence of disability for those 65 or older is above 40%, compared to 15% for the population as a whole. As Rowan County residents live longer, this will become a growing concern.

While no one can say with certainty how long the County can stretch these projects, the County should make access retrofits an ongoing part of its annual plans and budgets. US Department of Justice officials have said work must be completed as soon as is possible. **Be certain to understand that the County could be forced to accelerate its pace. Making access work a high priority is critical.**

Submitted by:

John N. McGovern, JD
Partner, Principal-in-Charge
WT Group Accessibility Practice

JNM/SAZ/ROWAN COUNTY FINAL REPORT 202101

WT Group

ROWAN COUNTY, NC
TRANSITION PLAN SUMMARY
August 19, 2021

Summary	Phase					
Site Name	1	2	3	4-Option	5-Smart Practice	Grand Total
789 Campbell Rd	$14,582.75	$36,020.75	$2,380.00	$0.00		$52,983.50
Administration Building	$79,460.20	$24,738.00	$64,082.25	$14,307.25	$18,875.00	$201,462.70
AG Center, EMS Station #87	$103,668.20	$44,480.75	$31,072.75	$5,129.25	$749.00	$185,099.95
Animal Shelter	$21,106.40	$700.00	$4,886.00	$393.75	$0.00	$27,086.15
China Grove Library	$62,502.30	$10,867.00	$770.00	$0.00	$0.00	$74,139.30
Cinema				$64,047.10		$64,047.10
Communications Center	$7,743.25	$0.00	$3,290.00	$8,228.50	$0.00	$19,261.75
Courthouse	$290,654.80	$140,901.00	$296,614.25	$35,981.20	$2,204.00	$766,355.25
Crawford Building	$284,035.25		$30,933.00			$314,968.25
Criminal Justice Center	$1,260.00	$4,536.00	$158,623.85	$4,593.75	$0.00	$169,013.60
Dan Nicholas Park	$435,625.80	$240,056.45	$64,952.50	$471,870.50	$60,281.25	$1,272,786.50
Dunn's Mountain Park	$51,166.50	$4,828.00	$12,419.00		$6,240.00	$74,653.50
Dunn's Mountain Recycling Center		$13,515.00	$2,212.00			$15,727.00
Eagle Point Nature Preserve	$1,589.00	$1,092.00	$28,120.00	$0.00	$1,960.00	$32,761.00
Ellis Park	$113,956.15	$97,712.85	$14,108.50	$3,578.40	$14,053.25	$243,409.15
EMS Station #82	$2,009.00	$2,457.00	$60,032.00	$25,138.75		$89,636.75
EMS Station #83	$0.00		$63,568.50			$63,568.50
EMS Station #84	$210.00	$7,604.00	$44,263.00			$52,077.00
EMS Station #85	$25,751.25		$3,500.00			$29,251.25
Facilities Warehouse	$50,327.70	$31,041.50	$28,231.00	$2,749.25		$112,349.45
Goodnight Recycling Center		$17,298.00		$0.00		$17,298.00
Green House AG Building	$2,764.50	$7,079.50			$1,120.00	$10,964.00
Health Dept/DDS	$203,327.60	$2,528.00	$14,875.00	$7,140.00	$539.00	$228,409.60
Law Office	$8,695.00			$3,234.00		$11,929.00
Leased Storage Area			$2,406.25			$2,406.25
Magistrate Office	$41,861.25		$0.00			$41,861.25

2675 Pratum Avenue
Hoffman Estates, IL 60192

224.293.6333
wtengineering.com

ROWAN COUNTY, NC
TRANSITION PLAN SUMMARY
August 19, 2021

Summary	Phase					
Site Name	1	2	3	4-Option	5-Smart Practice	Grand Total
Mid Carolina Regional Airport	$70,462.55	$29,139.25	$26,944.25	$49,073.50	$329.00	$175,948.55
Providence Recycling Center		$17,490.00				$17,490.00
Recycling Center	$10,181.50	$2,380.00	$7,554.75	$0.00	$1,500.00	$21,616.25
Residences			$7,400.00			$7,400.00
Rock Grove Recycling Center		$12,845.50		$0.00		$12,845.50
Rockwell Library	$39,230.30	$11,642.75	$3,801.50	$514.50		$55,189.05
Salisbury Library	$145,292.30	$61,167.75	$22,329.50	$49,490.00	$12,000.00	$290,279.55
Satellite Jail	$33,402.25	$4,760.00	$0.00	$5,880.00	$868.00	$44,910.25
Sheriff and STG on 3rd Floor	$30,098.95		$24,928.75	$2,380.00		$57,407.70
Sheriff's Station-Landis	$11,779.25	$30,066.75		$2,535.75	$0.00	$44,381.75
Sloan Park	$114,983.45	$207,372.25	$102,300.75	$115,610.90	$121,420.00	$661,687.35
Stokes Ferry Recycling Center		$18,983.00				$18,983.00
Tax Assessors Office	$132,927.45	$9,567.25	$27,220.50	$29,526.00	$3,377.00	$202,618.20
Tower Equipment Storage		$2,072.00	$3,178.50			$5,250.50
Transportation Office	$83,599.50	$62,747.00	$25,608.50	$0.00	$2,500.00	$174,455.00
West End Plaza	$105,165.85		$4,529.00		$0.00	$109,694.85
West Rowan Library	$28,193.50	$15,618.25	$16,011.00	$7,044.50	$0.00	$66,867.25
Woodleaf Recycling Center		$3,965.50				$3,965.50
Grand Total	$2,607,613.75	$1,177,273.05	$1,203,146.85	$908,446.85	$248,015.50	$6,144,496.00

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Randy Cress, Assistant County Manager/CIO
DATE:	November 30, 2021
SUBJECT:	Open Broadband Update

An update will be provided by Randy Cress and Open Broadband regarding the status of Broadband deployment.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Public Health Director
DATE: 11/05/2021
SUBJECT: Request for PORT program

PORT provides a vital service to address mental health and substance use in Rowan County. This program is needed now more than ever as we work to address the longer-term impact and worsening of community health issues due to COVID-19. PORT is an essential team to connect individuals to services, to reduce misuse in our community, to reduce the effects on families, and to reduce the economic impact of overdose and substance use for Rowan County.

The current funding approval for PORT will end in December 2021. RCPH respectfully requests that we be allowed to continue this much-needed program with the use of American Rescue Plan Act (ARPA) funds. A budget for FY2022 is attached showing the contractual cost for our Harm Reduction Program Coordinator, as well as the salary/fringe for our current Certified Peer Support Specialist (CPSS), our Community Paramedic. On behalf of PORT and those working through this multi-faceted disease, we thank you for your strong consideration of our request.

ATTACHMENTS:

Description	Upload Date	Type
SBAR for PORT Grant	11/5/2021	Cover Memo
PORT budget	11/5/2021	Backup Material
PORT Report_October 2021	11/5/2021	Backup Material
Full Proposal to Continue PORT Funding for FY 22	11/5/2021	Backup Material
Payroll Worksheets for New Position, Ashley, and Jeff -Salary and Fringe for 2022	11/5/2021	Backup Material

To: Rowan County Board of Commissioners
From: Alyssa Harris, Public Health Director
Amy Smith, Health Education Specialist
Date: November 5, 2021
Re: Post-Overdose Response Team and ARPA Funding Request

Situation:

In 2019, Rowan County Public Health was awarded a $285,326 grant from Blue Cross and Blue Shield of North Carolina for the implementation of a Post Overdose Response Team (PORT). Since the program's inception and in collaboration with Rowan County Emergency Services and the Center for Prevention Services, our agency has worked together to assist both active users and those individuals that are in recovery by offering access to much-needed resources and referrals to treatment. When this grant ended last December, the Rowan County Board of Commissioners graciously agreed to use Medicaid Cost Settlement funding to support this program during FY2021 with the desire to see positive results within our community and a return on investment.

Background:

COVID-19 has exacerbated our substance use and mental health concerns in Rowan County and in North Carolina. In 2020 alone, North Carolina reported that 8 individuals died per day to drug overdose. Here in Rowan, the number of overdoses that PORT has responded to has more than doubled since COVID-19 (141 calls pre-COVID vs 333 calls post-COVID). In addition to the number of overdoses increasing, Rowan County has also seen the number of overdose fatalities increase by almost thirteen-fold since COVID's inception. Whereas there were 3 overdose fatalities from October 2019 to March 2020, that number increased to 40 overdose deaths in 2021. Substance use impacts a wide range of community issues, including the spread of diseases like hepatitis and HIV, neglect and abuse of children, domestic violence, increased costs for the Rowan County Detention Center, and increase costs for our local emergency department.

Assessment:

PORT provides a vital service to address mental health and substance use in Rowan County. This program is needed now more than ever as we work to address the longer-term impact and worsening of community health issues due to COVID-19. PORT is an essential team to connect individuals to services, to reduce misuse in our community, to reduce the effects on families, and to reduce the economic impact of overdose and substance use for Rowan County.

Recommendation:

The current funding approval for PORT will end in December 2021. RCPH respectfully requests that we be allowed to continue this much-needed program with the use of American Rescue Plan Act (ARPA) funds. A budget for FY2022 is attached showing the contractual cost for our Harm Reduction Program Coordinator, as well as the salary/fringe for our current Certified Peer Support Specialist (CPSS), our Community Paramedic. On behalf of PORT and those working through this multi-faceted disease, we thank you for your strong consideration of our request.

American Rescue Plan Act (ARPA) Funds

PORT COVERAGE 1155270

Account Name	Description	January 2022 - December 2022	Total
Contracted Services	Harm Reduction Coordinator	55,400.00	55,400.00
Total Contracted Services			**55,400.00**
Salary/Fringe	Community Paramedic	70,350.00	70,350.00
	Certified Peer Support Health Specialist	51,400.00	51,400.00
	Peer Health Specialist (New Position	51,240.00	51,240.00
Total Salary/Fringe			**172,990.00**
Supplies	Naxolone	5,000.00	5,000.00
	Materials for Narcan Kits	4,000.00	4,000.00
Total Supplies			**9,000.00**
Meeting Expenses	5th Annual Substance Use Forum	3,000.00	3,000.00
Total Meeting Expenses			**3,000.00**
Total PORT budget 1/22-12/22			**240,390.00**

	Overdoses	Fatalities	Treatment	Resources	Peer Counsling	Received Sevcies	Narcan	People who Declined Help	SUCCECCFUL CONTACT	Received Services	Successful Contact	People who declined help	Referrals	Treatment	Resouces	Narcan	
Jan-21	58	8	2	6	6	14	11	9	27	24%	47%	16%	1	1			
Feb-21	42	3	2	5	4	11	74	11	28	26%	67%	26%					
Mar-21	62	6	1	8	4	13	13	10	33	23%	57%	16%					
Apr-21	84	6	0	4	9	13	44	11	31	15%	37%	13%	1		1	1	
May-21	63	4	0	6	5	11	53	9	28	17%	44%	14%					
Jun-21	83	5	2	4	3	9	50	13	29	11%	35%	16%					
Total for 6 months	**392**	**32**	**7**	**33**	**31**	**40**	**245**	**63**	**176**	10%	45%	16%	**2**	**1**	**1**	**1**	
Jul-21	77	2	0	9	8	17	26	14	38	22%	49%	18%					
Aug-21	64	4	2	3	7	12	27	12	27	19%	42%	19%					
Sep-21	59	8	1	5	6	12	47	11	26	20%	44%	19%	1	1			
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Total for 6 months	**200**	**12**	**3**	**17**	**21**	**41**	**100**	**37**	**91**	**21%**	**46%**	**19%**	**1**	**1**	**0**	**0**	
Total for July 2019-June-020	**592**	**44**	**10**	**50**	**52**	**81**	**345**	**100**	**267**	**14%**	**45%**	**17%**	**3**	**2**	**1**	**1**	
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TOTAL Jul-Oct	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	#DIV/0!	#DIV/0!	#DIV/0!	**0**	**0**	**0**	**0**	
TOTAL YTD	**592**	**44**	**10**	**50**	**52**	**81**	**345**	**100**	**267**	14%	45%	17%	**3**	**2**	**1**	**1**	

Proposal to Continue PORT Funding for CY 22:

In 2019, Rowan County Public Health was awarded a $285,326 grant from Blue Cross and Blue Shield of North Carolina for the implementation of a Post Overdose Response Team (PORT). This grant was a part of BCBS' ongoing efforts to address substance abuse disorder and the opioid epidemic, which was escalating throughout the state. Since the program's inception and in collaboration with Rowan County Emergency Services and the Center for Prevention Services, our agency has worked together to assist both active users and those individuals that are in recovery by offering access to much-needed resources and referrals to treatment. When this grant ended last December, the Rowan County Board of Commissioners graciously agreed to continue to financially support this program during FY 2021 with the desire of wanting to see more positive results within our community and a return on investment.

Currently, the PORT team consists of a Certified Peer Support Specialist, a Community Paramedic, and a Harm Reduction Program Coordinator; all of whom work together to provide immediate response following an opioid overdose. Rowan County Emergency Services is an instrumental part of this program, and they provide the basic demographics and contact information from all opioid overdose calls. Once this information is received, PORT will make initial contact with this individual within 24-72 hours in order to offer support, connection to services, treatment options, as well as a Narcan kit, if one is requested. The Certified Peer Support Specialist then continues to follow up with this individual in a 1 month/3 month/ 6 month interval timeframe after the initial 911 call has been made. In addition to opioid response services, PORT also partners with community agencies to provide support groups and educational opportunities that focus on substance use disorders and the mental health issues that are oftentimes are associated with this disease.

Like many other agencies, PORT services have been greatly impacted by the coronavirus. Immediately following the start of travel restrictions, stay-at-home orders, and social distancing protocols, there was a countywide surge in Rowan of alcohol purchases and substance use. Many support groups and other services that target individuals suffering from substance use disorders were temporarily unavailable, making recovery even less sustainable to many, especially those who were new in their recovery journey. Strong and supportive social networks are known to be a critical part in motivating individuals into treatment and giving them the hope of knowing that long-term recovery is possible. Unfortunately, this year with COVID-19 and all its restrictions, these much-needed and supportive social networks were somewhat non-existent to so many in need.

With respect to the Covid-19 guidelines and restrictions that were put in place, PORT transitioned to putting more efforts towards community outreach. Mobile Narcan distributions stations continued in an effort to prevent and to reduce the risk of an opioid related overdose death. Almost simultaneously as travel restrictions were put in place at the start of the pandemic, there were increased reports of fentanyl analogues being found in a variety of substances. Fentanyl, an extremely potent and versatile opioid, has been found in illicitly made substances like heroin, cocaine, methamphetamines, ecstasy, and street produced Xanax.

Fentanyl not only significantly increases the risk of overdose among those that use opioids, it also increases the risk of overdose among our youth and individuals who engage in other forms of illicit drug use, whether for the first time or in social settings. Community Outreach Walks also began as another way to offer support to those in need: and because of their success, they are now done on a monthly basis. This service has not only helped with the distribution of Narcan kits and making referrals for treatment, it has helped us make more contacts with our ever-increasing homeless community and those who are unable to receive support from our local homeless shelter.

During his past year especially, PORT has collaborated with our county's IT Department and GIS Manager to strengthen its data collection efforts. By being able to do this, PORT is able to gather demographic information for each individual served, identify veteran status if applicable, determine access to medical insurance, as well as determine active drug use areas or "Hotspots" within Rowan County. Currently, PORT is also creating a quality assessment survey to receive direct feedback from the programs participants on how the program can improve as we move forward.

In addition to incorporating technology into its daily practices, PORT is also offering a new educational model, known as the Community Resiliency Model (CRM). This model is known to empower individuals with the necessary resiliency skills to help them better control and/or overcome their addictions and/or any past traumas. This model offers six wellness skills that focus on the importance of communication and what is happening in the present moment instead of what happened in one's past. By offering this new educational piece, afflicted individuals have a new set of skills that could allow them to become more resilient to past traumas and/or bad experiences, with the overall personal goal of creating a more healthy and productive life.

Even with all these new services in place, this past year and half has been very demanding and life-altering for much of our community. In 2020 alone, North Carolina reported that 8 individuals died daily due to drug overdose. Here in Rowan, the number of overdoses that PORT has responded to has more than doubled since COVID-19 (141 calls pre-COVID vs 333 calls post-COVID). In addition to the number of overdoses increasing, Rowan County has also seen the number of overdose fatalities increase by almost thirteen-fold since COVID's inception. Whereas there were 3 too many overdose fatalities from October 2019 to March 2020, that number tragically increased to 40 overdose deaths in 2021 alone. The timing of these deaths, our community being hit by COVID-19, and COVID-19's lingering effects on one's mental health is not coincidental, by any means.

In addition to people losing their lives and families being devastated from their loved one's loss, our county's problem with drug use/abuse also affects our county's economy and adds additional stressors to so many of our community partners. When upper management staff were asked how drug use/abuse affects Novant Health, Rowan Medical Center (NHRMC), the Rowan County Detention Center, Rowan County Department of Social Services, as well as our own agency, the following was shared with us:

- NHRMC, from January 2020 to August 2021, saw IV Drug Hospitalizations costing over $2.3 million dollars for the treatment of 174 cases or $13,553/case for ED, inpatient, and/or outpatient care.

- The Rowan County Detention Center also sees a direct correlation with drug use and the rate of crime; and as a result of this problem, there is an increase in operating cost in the following ways:

    - an increase in medical costs and in the cost of medical contracts for inmate healthcare
    - an increase in costs for detoxification services and/or mental health services
    - an increase in the costs for meals due to a higher inmate population
    - an increase in the costs of transportation for inmates to attend court in other counties, as a result of prior arrests outside of Rowan County for drug activity
    - an increase in the likelihood of more altercations among the inmates and/or with staff due to the mental health status of the inmate and/or the state of not having access to drugs and coming off of them. As a result of this, there may be an increase in cost to the county for worker's compensation or overtime to fill this position in an officer's absence
    - an increase in cost to hire and train a new employee to replace an officer who may choose to apply for a less stressful position within Rowan County Sheriff's Department or to replace an officer that has chosen to leave the county altogether
    - an increase in the costs for bond as a result of a pre-trial release program, which can sometimes cost the county even more money if and when the individual does not show up for his/her court appearance

- The Rowan County Department of Social Services' budget is also affected as a result of drug use and abuse among our county residents. Last year alone, it was reported that most of the children who entered into our foster care program were impacted by their parents' substance use disorders. This factor alone will most likely impact the need for mental health/psychiatric treatment in the near future for our younger citizens.

- Rowan County Public Health has also seen a direct correlation in the increase in the number of cases of hepatitides, which is a public health treat and is often a result of drug use and the sharing of dirty needles and supplies. From December 2020 to September 2021, there were 69 cases of Acute Hep A and 325 cases of Chronic Hep C. Please note that Chronic Hep C is often the result of untreatable Acute Hep C, which the majority of results from IV drug use.

The fact is that our county's economy will continue to be stressed if we do not address the problem of drug use within Rowan County. In addition to the economy being affected, the reoccurrence of crime and our recidivism rate will most likely continue to increase, if we do not

find a way to successful treat this problem. In addition to the economical, criminal, and public health issues mentioned above, the following sobering facts just itinerate the issue that our community and PORT continue to face:

- 75% of all overdose deaths occur within a 3-mile radius of I-85 and Innes Street
- 74% of all overdoses in Rowan County are from opioids
- Heroin and unknown opioids account for 81% of all opioid deaths in Rowan County
- The majority of overdoses in Rowan County are by Caucasian males; ages 24-45 years old
- Fentanyl alone accounts for 6% of opioid overdoses, however, it is showing up in 80% of all illicit drugs including heroin, cocaine, and street manufactured Xanax
- In September 2021, there were 28 known suicides or suicide attempts in Rowan County; which most likely involved a mental health issue and/or some form of drug use/abuse

In closing, it is important to point out that even though our community still has some major obstacles to overcome, as it relates to mental health and drug use/abuse, PORT has been very successful since its inception in July 2019. Over the past three years, PORT, on average, has assisted 46.6% of its clients by offering or referring them to community resources and/or a form of treatment. Below are two testimonies and at least three lives that have been saved because of the existence of PORT:

- Participant #1 was referred from Rowan County Emergency Services after an overdose. He is someone who has struggled with substance use disorder for many years. He is a 28-year-old white male. He was on probation when PORT met him. At that time, he had neither a car nor a license. He engaged in illegal activities to support his habits. Today, he is employed, lives at a halfway house, and has gotten a car and his license back. These are his words.

  " Ashley Creek's voice was one of the first that I heard after my overdose. She talked to me as a person who had been through what I had just been through; and for the first time, she gave me a moment of clarity. I am now working with a mutual aid program in recovery and that one phone call made all the difference in my life. Since my overdose, Ashley has been a viable part of my life with her willingness to speak with me based her experience and the strength and hope that she shares with me. She helps me walk through emotions and situations and knows how to guide me through situations where I would otherwise resort to getting high again. Today, I am 284 days consecutively free from any mind-altering substances."

- Participant #2 was referred to PORT from Rowan County Emergency Services following an overdose from prescription opiates. The participant is 47-year-old white male. He had been given an opioid prescription to treat back pain and still had the prescription in his home. After speaking with the participant, he shared that his wife had just passed

away from COVID-19. After his loss, he recalled that he still had the prescription pain meds in his home and took them thinking that it might just numb the pain. However, the amount was too much, and he then experienced an overdose. PORT was able to reach out to participant and pair he and his son with free Grief Counseling through NHRMC. He reports today that they are doing much better. Here are a few of his words.

"Nothing will prepare anyone for what happened to me and my son. Grief counseling helped tremendously; and if I hadn't gone through it, I wouldn't be where I am today. My son and I are surviving, it's not perfect, but we are making it. People need to know that we need people to help us through these hard times; we can't do it alone. If you have the right people around you, anything is possible."

The current funding for PORT will unfortunately end at the end of this year. With that said, Rowan County Public Health is respectfully requesting that we be allowed to continue this much-needed program with the use of American Rescue Plan Act (ARPA) funds. A budget for CY 2022 is attached showing the contractual cost for our Harm Reduction Program Coordinator, as well as the salary/fringe for our current Certified Peer Support Specialist, our Community Paramedic, and for an additional FT Peer Support Specialist. Lastly, you will see line items to purchase Narcan and supplies for PORT, as well as for any expenses related to the 5th Annual Substance Use Forum.

On behalf of PORT and those working through this multi-faceted disease, we thank you for your strong consideration of our request.

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2022 BUDGET YEAR

Key in gray sections only

Department Name	Health				
Position Title	Community Paramedic				
Hours *(per week)*	40	Increase		Grade	13HR
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 48,807.65	$ -	$ -	$ 48,808.00
Health Insurance	$910 / Mo	10,920.00	-	-	10,920.00
Medicare	1.45%	708.00	-	-	710.00
Retirement	10.21%	4,984.00	-	-	4,990.00
Social Security	6.20%	3,027.00	-	-	3,030.00
Workers Comp (Varies)	0.80%	391.00	-	-	400.00
401(k)	3.00%	1,465.00	-	-	1,470.00
Total Salary / Benefits		70,302.65	-	-	70,328.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 70,302.65	$ -	$ -	$ 70,328.00

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2022 BUDGET YEAR

Key in gray sections only

Department Name	Health				
Position Title	Temp Peer Support Specialist				
Hours *(per week)*	40	Increase		Grade	10
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 33,252.00	$ -	$ -	$ 33,252.00
Health Insurance	$910 / Mo	10,920.00	-	-	10,920.00
Medicare	1.45%	483.00	-	-	490.00
Retirement	10.21%	3,396.00	-	-	3,400.00
Social Security	6.20%	2,062.00	-	-	2,070.00
Workers Comp (Varies)	0.80%	267.00	-	-	270.00
401(k)	3.00%	998.00	-	-	1,000.00
Total Salary / Benefits		51,378.00	-	-	51,402.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 51,378.00	$ -	$ -	$ 51,402.00

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2022 BUDGET YEAR

Key in gray sections only

Department Name	Health				
Position Title	Temp Peer Support Specialist				
Hours *(per week)*	40	Increase		Grade	10
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 33,109.00	$ -	$ -	$ 33,109.00
Health Insurance	$910 / Mo	10,920.00	-	-	10,920.00
Medicare	1.45%	481.00	-	-	490.00
Retirement	10.21%	3,381.00	-	-	3,390.00
Social Security	6.20%	2,053.00	-	-	2,060.00
Workers Comp (Varies)	0.80%	265.00	-	-	270.00
401(k)	3.00%	994.00	-	-	1,000.00
Total Salary / Benefits		51,203.00	-	-	51,239.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 51,203.00	$ -	$ -	$ 51,239.00

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Carolyn Barger, Clerk to the Board
DATE:	October 25, 2021
SUBJECT:	Discussion Regarding Annual Planning Retreat

The Board is asked to discuss its preferences as to when it wishes to hold its Annual Planning Work Session.

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: November 17, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	11/29/2021	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To deobligate FY20 HMEP Grant.

Prepared by: Lisa Bevis
Date: 11/10/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
FY20 HMEP	R	1144330-434085-43345		9,600
FY20 HMEP	E	1154330-585000-43345		9,600

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 05-378
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 11/10/21		Date:	Posted by:
Signature: J. Howder		Signature:	Approved by:

ROWAN COUNTY 911 EM
EMERGENCY SERVICES
EM DIVISION
Be an original.
2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8900 [f] 704-216-8921

TO: Cole Owen
FROM: TJ Brown, EM Division Chief
DATE: November 4, 2021
RE: HMEP Grant
CC: Allen Cress, ES Chief
Karen Hamby, Area 11 Coordinator
Lisa Patton, Grants Manager
Lisa Bevis, Assistant Finance Director

Due to a myriad of reasons, we will not be able to utilize Grant#: 693JK31940033HMEP, MOA#: 2060015, Title: HMEP Enhanced Hazardous Chemical Facility Pla, with a performance period of 10/1/2020 to 9/30/2021.

We respectfully request to de-obligate the this grant funding.

DocuSign Envelope ID: 0B4DD395-B70E-4F4F-92FB-390B04725BBC

North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

Hazardous Material Emergency Preparedness Grant Program (HMEP)

Fiscal Year 2020
AL #: 20.703
Grant#: 693JK31940033HMEP

SUBAWARD NOTIFICATION

TJ Brown
Rowan County
2727 Old Concord Rd.
Salisbury , NC 28146-6319

Period of Performance: October 1, 2020 to September 30, 2021
Project Title: HMEP Enhanced Hazardous Chemical Facility Pla
Total Amount of Award: $9,600.00
MOA #: 2060015

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Hazardous Material Emergency Preparedness Grant Program (HMEP) has been approved for funding. In accordance with the provisions of FY 2020 HMEP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.
For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity employer

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To deobligate CDBG/HOME grant budgets. Projects have been completed.

Prepared by: Lisa Bevis
Date: 11/10/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
IDF U-442 Grant	R	23448504-431014-10540		547,375.59
IDF U-442 Grant	E	23548504-590031-10540		547,375.59
CDBG-ED 13-E-2612 Grant	R	23448504-431012-10413		103,670.75
CDBG-ED 13-E-2612 Grant	E	23548504-590032-10413		103,670.75
FY11 CDBG	R	23448504-431012-10411		12,391.31
FY11 CDBG Rehab	E	23548504-590030-10411		10,678.31
FY11 CDBG Admin	E	23548504-590025-10411		1,713.00
CDBG-ED 2016-2587	R	23448504-431013		139,530.35
CDBG-ED 2016-2587	E	23548504-590036		139,530.35

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 05379
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 11/10/21		Date:	Posted by:
Signature: J. Howden		Signature:	Approved by:

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | D Detail | M Months | S Seg Find | T Totals | P Project Strings | U User Defined Fields

Account

Fund	2030 ...	CDBG/HOME	Acct	2030-48-4820-4850-0000-0000-334-4-431014-10540	
Org	23448504 ...	CD ST REV	Acct name	OTHER STATE GRANTS	Account Notes
Object	431014 ...	OTHR GRNT	Type	Revenue	Status Active
Project	10540 ...	IDF U-442 GRANT	Rollup	...	
			Sub-Rollup	...	

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2022/05	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	Life
Original Budget	-547,375.59	-547,375.59	-547,375.59	.00	-1,133,000.00
Transfers In	.00	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	-547,375.59	-547,375.59	-547,375.59	.00	-1,133,000.00
Actual (Memo)	.00	.00	.00	.00	-585,624.41
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	-547,375.59	-547,375.59	-547,375.59	.00	-547,375.59
Percent used	.00	.00	.00	.00	51.69

« < 1 of 2 > »

Display detail information for current account.

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | Detail | Months | Seg Find | Totals | Project Strings | User Defined Fields

Account

Fund	2030 ...	CDBG/HOME	Acct	2030-48-4820-4850-0000-0000-334-5-590031-10540	
Org	23548504 ...	CD ST EXP	Acct name	INFRASTRUCTURE	Account Notes
Object	590031 ...	INRSTRTR	Type	Expense	Status Active
Project	10540 ...	IDF U-442 GRANT	Rollup	...	
			Sub-Rollup	...	

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | GAAP W/CARRY FORWARD | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2022/05	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	Life
Original Budget	547,375.59	547,375.59	547,375.59	.00	1,133,000.00
Transfers In	.00	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	547,375.59	547,375.59	547,375.59	.00	1,133,000.00
Actual (Memo)	.00	.00	.00	.00	585,624.41
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	547,375.59	547,375.59	547,375.59	.00	547,375.59
Percent used	.00	.00	.00	.00	51.69

« < 2 of 2 > »

Display detail information for current account.

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | D Detail | M Months | S Seg Find | T Totals | P Project Strings | U User Defined Fields

Account

Fund	2030 ...	CDBG/HOME	Acct	2030-48-4820-4850-0000-0000-334-4-431012-10413	
Org	23448504 ...	CD ST REV	Acct name	CDBG GRANTS	Account Notes
Object	431012 ...	CDBG GRNT	Type	Revenue	Status Active
Project	10413 ...	CDBG-ED 13-E-2612 GR/	Rollup	...	
			Sub-Rollup	...	

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2022/05	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	Life
Original Budget	-103,670.75	-103,670.75	-103,670.75	.00	-1,000,000.00
Transfers In	.00	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	-103,670.75	-103,670.75	-103,670.75	.00	-1,000,000.00
Actual (Memo)	.00	.00	.00	.00	-896,329.25
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	-103,670.75	-103,670.75	-103,670.75	.00	-103,670.75
Percent used	.00	.00	.00	.00	89.63

« ‹ 1 of 3 › »

Display detail information for current account.

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | Detail | Months | Seg Find | Totals | Project Strings | User Defined Fields

Account

Fund	2030	CDBG/HOME	Acct	2030-48-4820-4850-0000-0000-334-5-590032-10413	
Org	23548504	CD ST EXP	Acct name	ROAD CONSTRUCTION	Account Notes
Object	590032	RD CNST	Type	Expense	Status: Active
Project	10413	CDBG-ED 13-E-2612 GR/	Rollup		
			Sub-Rollup		

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | GAAP W/CARRY FORWARD | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2022/05	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	Life
Original Budget	103,670.75	103,670.75	103,670.75	.00	1,000,000.00
Transfers In	.00	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	103,670.75	103,670.75	103,670.75	.00	1,000,000.00
Actual (Memo)	.00	.00	.00	.00	896,329.25
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	103,670.75	103,670.75	103,670.75	.00	103,670.75
Percent used	.00	.00	.00	.00	89.63

« ‹ 2 of 3 › »

Display detail information for current account.

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | D Detail | M Months | S Seg Find | T Totals | P Project Strings | U User Defined Fields

Account

Fund	2030 ...	CDBG/HOME	Acct	2030-48-4820-4850-0000-0000-334-4-431012-10411	
Org	23448504 ...	CD ST REV	Acct name	CDBG GRANTS	Account Notes
Object	431012 ...	CDBG GRNT	Type	Revenue	Status Active
Project	10411 ...	FY11 CDBG GRANT	Rollup	...	
			Sub-Rollup	...	

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2022/05	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	Life
Original Budget	-12,391.31	-12,391.31	-12,391.31	.00	-400,000.00
Transfers In	.00	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	-12,391.31	-12,391.31	-12,391.31	.00	-400,000.00
Actual (Memo)	.00	.00	.00	.00	-387,608.69
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	-12,391.31	-12,391.31	-12,391.31	.00	-12,391.31
Percent used	.00	.00	.00	.00	96.90

« ‹ 1 of 4 › »

Display detail information for current account.

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | Attach | Detail | Months | Seg Find | Totals | Project Strings | User Defined Fields

Account

Fund	2030	CDBG/HOME	Acct	2030-48-4820-4850-0000-0000-334-5-590030-10411	
Org	23548504	CD ST EXP	Acct name	REHABILITATION	Account Notes
Object	590030	REHAB	Type	Expense	Status Active
Project	10411	FY11 CDBG GRANT	Rollup		
			Sub-Rollup		

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | GAAP W/CARRY FORWARD | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2022/05	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	Life
Original Budget	10,678.31	10,678.31	10,678.31	.00	360,000.00
Transfers In	.00	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	10,678.31	10,678.31	10,678.31	.00	360,000.00
Actual (Memo)	.00	.00	.00	.00	349,321.69
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	10,678.31	10,678.31	10,678.31	.00	10,678.31
Percent used	.00	.00	.00	.00	97.03

« < 4 of 4 > »

Display detail information for current account.

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | Detail | Months | Seg Find | Totals | Project Strings | User Defined Fields

Account

Fund	2030	CDBG/HOME	Acct	2030-48-4820-4850-0000-0000-334-5-590025-10411	
Org	23548504	CD ST EXP	Acct name	ADMINISTRATION	Account Notes
Object	590025	ADMIN COST	Type	Expense	Status: Active
Project	10411	FY11 CDBG GRANT	Rollup		
			Sub-Rollup		

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | GAAP W/CARRY FORWARD | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2022/05	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	Life
Original Budget	1,713.00	1,713.00	1,713.00	.00	40,000.00
Transfers In	.00	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	1,713.00	1,713.00	1,713.00	.00	40,000.00
Actual (Memo)	.00	.00	.00	.00	38,287.00
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	1,713.00	1,713.00	1,713.00	.00	1,713.00
Percent used	.00	.00	.00	.00	95.72

« < 2 of 4 > »

Display detail information for current account.

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | Attach | Detail | Months | Seg Find | Totals | Project Strings | User Defined Fields

Account

Fund	2030	CDBG/HOME	Acct	2030-48-4820-4850-0000-0000-334-4-431013-	
Org	23448504	CD ST REV	Acct name	CDBG-ED 2016-2587	Account Notes
Object	431013	CDBG-ED	Type	Revenue	Status: Active
Project			Rollup		
			Sub-Rollup		

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2022/05	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	Life
Original Budget	-139,530.35	-139,530.35	-139,530.35	.00	.00
Transfers In	.00	.00	.00	.00	-180,935.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	-139,530.35	-139,530.35	-139,530.35	.00	-180,935.00
Actual (Memo)	.00	.00	.00	.00	-41,404.65
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	-139,530.35	-139,530.35	-139,530.35	.00	-139,530.35
Percent used	.00	.00	.00	.00	22.88

« ‹ 1 of 1 › »

Display detail information for current account.

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | Detail | Months | Seg Find | Totals | Project Strings | User Defined Fields

Account

Fund	2030	CDBG/HOME	Acct	2030-48-4820-4850-0000-0000-334-5-590036-	
Org	23548504	CD ST EXP	Acct name	CDBG-ED 2016-2587	Account Notes
Object	590036	CDBG-ED	Type	Expense	Status: Active
Project			Rollup		
			Sub-Rollup		

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | GAAP W/CARRY FORWARD | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2022/05	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	Life
Original Budget	139,530.35	139,530.35	139,530.35	.00	.00
Transfers In	.00	.00	.00	.00	190,035.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	139,530.35	139,530.35	139,530.35	.00	190,035.00
Actual (Memo)	.00	.00	.00	.00	50,504.65
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	139,530.35	139,530.35	139,530.35	.00	139,530.35
Percent used	.00	.00	.00	.00	26.58

« < 1 of 1 > »

Display detail information for current account.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: FIRE DIVISION

EXPLANATION IN DETAIL: Request the transfer of funds to cover annualized part time needs within the Emergency Services Fire Division. Through November, 80% of budget already utilized.

Prepared by: JHOWDEN
Date: 11/17/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
SALARIES - PART TIME	E	1154332-510015	30,000	
MEDICARE	E	1154332-520010	435	
SOCIAL SECURITY	E	1154332-520020	1,860	
WORKERS COMP	E	1154332-520025	690	
SALARIES - REGULAR	E	1154371-510005		32,985

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Period - Journal # 05-574
Disapproved:		Disapproved:	Keyed By:
Amended:		Amended:	Date Keyed:
Date: 11/17/21		Date:	Posted By:
Signature: J. Howden		Signature:	Date Posted:

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2022 BUDGET YEAR

Key in gray sections only

Department Name	Fire Division				
Position Title	Part time employees				
Hours *(per week)*		Increase	$ 32,990.00	Grade	
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		No

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 30,000.00	$ -	$ -	$ 30,000.00
Health Insurance	$910 / Mo	-	-	-	-
Medicare	1.45%	435.00	-	-	440.00
Retirement	10.21%	-	-	-	-
Social Security	6.20%	1,860.00	-	-	1,860.00
Workers Comp (Varies)	2.30%	690.00	-	-	690.00
401(k)	3.00%	-	-	-	-
Total Salary / Benefits		32,985.00	-	-	32,990.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 32,985.00	$ -	$ -	$ 32,990.00

Org code: 1154332 FIRE DIVISION EXPENDITURES Type: E
Object code: 510015 SALARIES-PART TIME Status: A
Project code: Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4242	EMERGENCY MANAGEMENT
Department	4330	EMERGENCY SERVICES
Division	4332	FIRE DIVISION
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SALARIES-PART TIME Short desc: SAL-PT
Reference Acct: Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	3,603.85	.00	.00	23,000.00
02	4,429.88	.00	.00	.00
03	3,381.08	.00	.00	.00
04	3,734.54	.00	.00	.00
05	3,285.73	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	18,435.08	.00	.00	23,000.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	18,435.08	Original Budget	23,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	18,435.08	Carry Fwd Budget	.00
Available Budget	4,564.92	Carry Fwd Bud Tfr	.00
Percent Used	80.15	Revised Budget	23,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	60,000.00
Actual-Last Yr	.00	MANAGER	60,000.00
Estim-Actual	23,000.00	PRESENT	23,000.00
	.00	COMMISSION	.00
		APPROVED	23,000.00

18,435. ÷
5. =
3,687.000 *

3,687.000 ×
12. =
44,244.000 *
Annualized

44,244.000 + Annualized
23,000.000 - Budget
21,244.000 * Short fall

Org code: 1154371 EMS DIVISION EXPENDITURES
Object code: 510005 SALARIES-REGULAR
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4243	RESCUE UNITS
Department	4330	EMERGENCY SERVICES
Division	4371	EMS DIVISION
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SALARIES-REGULAR
Short desc: SAL-REG
Reference Acct:
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	200,482.79	.00	.00	3,464,387.00
02	237,802.53	.00	.00	.00
03	221,335.00	.00	.00	.00
04	237,376.36	.00	-3,400.00	-3,400.00
05	220,619.08	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	1,117,615.76	.00	-3,400.00	3,460,987.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	1,117,615.76	Original Budget	3,464,387.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	-3,400.00
Total	1,117,615.76	Carry Fwd Budget	.00
Available Budget	2,343,371.24	Carry Fwd Bud Tfr	.00
Percent Used	32.29	Revised Budget	3,460,987.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	3,498,930.00
Actual-Last Yr	.00	MANAGER	3,498,930.00
Estim-Actual	3,464,387.00	PRESENT	3,464,387.00
	.00	COMMISSION	.00
		APPROVED	3,464,387.00

1,117,615. ÷
10. =
111,761.500 *

111,761.500 ×
26. =
2,905,799.000 * Annualized

2,905,799.000 +
111,761.000 + Extra Pay
3,017,560.000 *

3,017,560.000 +
3,460,987.000 - Budget
443,427.000- * Available

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: ANIMAL SERVICES/COUNTY MANAGER

EXPLANATION IN DETAIL: Requesting the use of General Fund's unrestricted fund balance to cover change order related to the road that leads to the animal shelter.

Prepared by: JHOWDEN
Date: 11/19/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
FUND BALANCE UNRESTRICTED	R	1144112-495000	12,987	
C/A - ROAD ANIMAL SHELTER	E	1154112-575045	12,987	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Period - Journal # 05-624
Disapproved:		Disapproved:	Keyed By:
Amended:		Amended:	Date Keyed:
Date: 11/19/21		Date:	Posted By:
Signature: J. Howden		Signature:	Date Posted:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: The RSS Board of Education was authorized to begin the design and construction of a new middle school on July 1, 2021. This BA is a request to transfer funds to pay architecture fees.

Prepared by: Lisa Bevis
Date: 11/19/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Transfer from 101	R	3248020-491101	2,524,500	
CIP-Knox Middle School	E	3258020-577107	2,524,500	
School Loan Principal	E	1159100-592011		2,145,825
School Loan Interest	E	1159100-592012		378,675
Transfer to 320	E	1154112-595320	2,524,500	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision #
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 11/19/21		Date:	Posted by:
Signature: J. Howder		Signature:	Approved by:

Public Schools

Current Expense, Capital Outlay, New Debt and COVID-19 funding

The appropriations for public schools' current expense and capital outlay are made in accordance with the projected average daily membership (ADM) of each school unit. The

State Department of Public Instruction provides these estimates. The estimated average daily membership percentages for school year FY22 are provided below:

School System	FY 2019 Students	FY 2019 %	FY 2020 Students	FY 2020 %	FY 2021 Students	FY 2021 %	FY 2022 Students	FY 2022 %
Rowan-Salisbury Schools	19,080	92.5	18,701	91.8	18,679	90.1	18,402	89.0
Kannapolis City Schools	1,281	6.2	1,290	6.3	1,289	6.2	1,305	6.3
Charter Schools	258	1.3	376	1.9	767	3.7	978	4.7
Totals	20,619	100.0	20,367	100.0	20,735	100.0	20,685	100.0

According to State and local estimates for the average daily memberships, it is projected that Rowan-Salisbury Schools will lose 277 students, Kannapolis City Schools will gain 16 students, and Charter Schools will gain 211 students.

This budget recommends that per pupil funding for current operating expense remain the same at an estimated $1,949.51. Proposed current operating, capital expense and new debt service for the school systems is detailed below:

School System	FY 2021	Total Proposed Funding for FY 2022	
Rowan-Salisbury Schools (Current Operating)	$ 36,027,914	$ 35,487,883	
Rowan-Salisbury Schools (Current Capital)	2,291,844	854,731	
Debt Service for $55 Million	-	2,524,500	*
Architect fees	-	2,100,000	**
Water, sewer and storm water	-	4,000,000	
Total	$ 38,319,758	$ 44,967,114	

** This is the estimated amount to pay the debt service on $55 million starting February 1, 2022. If the budget is adopted as presented, this shall be considered approval of $55 million in new debt, which will increase the debt in FY 2023 in the amount of approximately $2,524,500, subject to interest rates.*

*** This expenditure of estimated architect fees will authorize the Board of Education to commence on July 1, 2021 on the design and construction of a new school not to exceed $55 million, including land acquisition and architect fees. This expenditure will be offset and repaid to the County through loan proceeds if the budget is adopted as presented. For example, if the amount of architect fees expended from July 1, 2021 through February 1, 2022 is $2.1 million, this shall reduce the debt capacity for the new school from $55 million to $52.9 million.*

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL: RECOGNIZE CHECK FROM DAVIS ATTORNEYS FOR RESTITUTION OF DAMAGES THAT WAS DONE BY STEVEN JONES IN THE ROWAN CO. DETENTION CENTER AND BUDGET TO THE R&M EQUIPMENT DETENTION ACCOUNT.

Prepared by: Major J C Sifford

Date: 11/22/2021

Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
MISC. RECEIPTS	R	~~1144412~~-489995	128	
R&M: EQUIPMENT	E	1154420-543015	128	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X	Approved: _____	Budget Revision # 05-647
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: _____	Date: _____	Posted by: _____
Signature: J Steven L Carter GMH	Signature:	Approved by: _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:
Budget revenue and expense for one-time LINKS supplemental payment to eligible young adults who are or were in DSS foster care. No county match is required.

Prepared by: Kelly Johnson
Date: 11/23/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Independent Living LINKS	R	33018-5312-431043-000	$100,000	
LINKS OPS	E	33018-004-533000-345	$100,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Budget Revision # 05-683
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 11/23/2021		Date:	Posted by:
Signature:		Signature:	Approved by:

GMH

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

September 17, 2021

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, CHILD WELFARE PROGRAM ADMINISTRATORS, MANAGERS, SUPERVISORS, AND SOCIAL WORKERS

SUBJECT: Time-Limited Flexibility for use of Supplemental Chafee (LINKS) Funding

REQUIRED ACTION: ☒ Immediate

The Consolidated Appropriations Act (Public Law 116-260) enacted on December 27, 2020, provides supplemental appropriations for the John H. Chafee Foster Care Program for Successful Transition to Adulthood and allows flexibility on the spending of those funds that expires on September 30, 2021.

Young adults who are or were in foster care have been in foster care have experienced job loss and other impacts of the pandemic and many of them have not benefited from prior COVID relief efforts, including stimulus checks. On September 10, 2021 NC DHHS, NC DSS sent a Dear County Director letter instructing counties to provide one-time unrestricted payments to this population of very vulnerable young adults.

All young adults who are at least 18 years old and are not yet 27 and were in foster care at age 14 or older are eligible. Assessment of financial need is not required, and no county match is required.

The amounts of one-time unrestricted payments per eligible young adult which may be made under this program are as follows:

- Eligible young adults 18-20--$2,500.00
- Eligible young adults 21-26--$5,000.00

Required Steps

As funding for these young adults expires September 30, 2021, specific steps must be followed to ensure funds are obligated and counties are reimbursed timely. County departments of social services must complete the following steps:

1. Conduct diligent efforts to identify, locate, and reach out to eligible young adults. Diligent efforts to conduct outreach means those efforts that are reasonably likely to identify, locate, and inform young adults of these payments for which they are eligible.

2. Create a financial obligation (check requisition, purchase request, etc.) for each eligible young adult located who will be receiving the one-time unrestricted payment by September 30th, 2021. This does not require counties to cut a check by September 30th , only to create the obligation.

3. Complete the attached DSS-5217a Request for Payment of Time-Limited Supplemental LINKS Funds.

4. Submit completed DSS-5217a and copies of each check requisition via email to linksreimbursement@dhhs.nc.gov. by September 30, 2021. These can be submitted at any time, they should not need to be held.

After the request forms are received NC DSS will submit to the DHHS Controller's Office for payment to counties. Counties will receive these payments through Electronic Funds Transfer (EFT). There is no 1571 reporting requirement for these funds.

These funds are capped, 100 percent federal funds with no county match required. Attached is a spreadsheet showing budgeted funds, per county. Counties will be reimbursed only up to their per-county budget amount. As counties are reviewing their situation, please communicate budget needs via the LINKS email so we may evaluate total funds availability and attempt to redirect funds as time allows.

If you have any questions, please contact LeAnn McKoy, Foster Care 18-21 Coordinator at leann.mckoy@dhhs.nc.gov or by phone at (919) 527-6375 or Shirley Williams, Special Programs Manager at shirley.williams@dhhs.nc.gov or by phone at (919) 527-6404. You may also contact your Regional Child Welfare Consultant.

Sincerely,

Carla McNeill

Carla McNeill, MSW
Section Chief for Permanency Planning
Division of Social Services, Child Welfare
North Carolina Department of Health and Human Services

Cc: Susan Osborne, Assistant Secretary for County Operations
Richard Stegenga, Deputy Director, Business Operations
Lisa Tucker Cauley, Senior Director of Child, Family and Adult Services
Teresa Strom, Section Chief for County Operations
Kathy Stone, Section Chief for Child Protective Services and Prevention
Linda Waite, Section Chief for Licensing and Regulatory

Attachments:
- DSS-5217a Request for Payment of Time-Limited Supplemental LINKS Funds

CWS-37-2021

County	'2 Regular LINKS Alloca	Supplemental 21-22 LINKS Allocation
Alamance	$ 18,172.00	$ 72,688.00
Alexander	$ 7,652.00	$ 30,608.00
Alleghany	$ 8,258.00	$ 33,032.00
Anson	$ 1,798.00	$ 7,192.00
Ashe	$ 10,370.00	$ 41,480.00
Avery	$ 6,154.00	$ 24,616.00
Beaufort	$ 13,711.00	$ 54,844.00
Bertie	$ 2,596.00	$ 10,384.00
Bladen	$ 6,951.00	$ 27,804.00
Brunswick	$ 17,531.00	$ 70,124.00
Buncombe	$ 58,168.00	$ 232,672.00
Burke	$ 29,078.00	$ 116,312.00
Cabarrus	$ 18,370.00	$ 73,480.00
Caldwell	$ 26,238.00	$ 104,952.00
Camden	$ 2,899.00	$ 11,596.00
Carteret	$ 10,015.00	$ 40,060.00
Caswell	$ 4,000.00	$ 16,000.00
Catawba	$ 40,412.00	$ 161,648.00
Chatham	$ 17,535.00	$ 70,140.00
Cherokee	$ 13,418.00	$ 53,672.00
Chowan	$ 3,601.00	$ 14,404.00
Clay	$ 5,758.00	$ 23,032.00
Cleveland	$ 35,509.00	$ 142,036.00
Columbus	$ 15,565.00	$ 62,260.00
Craven	$ 18,420.00	$ 73,680.00
Cumberland	$ 140,073.00	$ 560,292.00
Currituck	$ 4,653.00	$ 18,612.00
Dare	$ 6,505.00	$ 26,020.00
Davidson	$ 29,746.00	$ 118,984.00
Davie	$ 10,061.00	$ 40,244.00
Duplin	$ 9,360.00	$ 37,440.00
Durham	$ 64,685.00	$ 258,740.00
Edgecombe	$ 8,003.00	$ 32,012.00
Forsyth	$ 43,556.00	$ 174,224.00
Franklin	$ 11,961.00	$ 47,844.00
Gaston	$ 66,148.00	$ 264,592.00
Gates	$ 2,319.00	$ 9,276.00
Graham	$ 5,149.00	$ 20,596.00
Granville	$ 6,105.00	$ 24,420.00
Greene	$ 5,451.00	$ 21,804.00
Guilford	$ 86,697.00	$ 346,788.00
Halifax	$ 9,413.00	$ 37,652.00
Harnett	$ 27,668.00	$ 110,672.00
Haywood	$ 15,310.00	$ 61,240.00
Henderson	$ 32,055.00	$ 128,220.00
Hertford	$ 2,149.00	$ 8,596.00
Hoke	$ 10,557.00	$ 42,228.00
Hyde	$ 2,149.00	$ 8,596.00

Iredell	$	20,527.00	$	82,108.00
Jackson	$	10,816.00	$	43,264.00
Johnston	$	46,572.00	$	186,288.00
Jones	$	1,447.00	$	5,788.00
Lee	$	6,249.00	$	24,996.00
Lenoir	$	13,461.00	$	53,844.00
Lincoln	$	19,710.00	$	78,840.00
Macon	$	6,058.00	$	24,232.00
Madison	$	11,656.00	$	46,624.00
Martin	$	7,302.00	$	29,208.00
McDowell	$	22,175.00	$	88,700.00
Mecklenburg	$	124,138.00	$	496,552.00
Mitchell	$	11,351.00	$	45,404.00
Montgomery	$	3,951.00	$	15,804.00
Moore	$	5,755.00	$	23,020.00
Nash	$	13,013.00	$	52,052.00
New Hanover	$	60,218.00	$	240,872.00
Northampton	$	1,447.00	$	5,788.00
Onslow	$	41,984.00	$	167,936.00
Orange	$	16,476.00	$	65,904.00
Pamlico	$	2,197.00	$	8,788.00
Pasquotank	$	2,898.00	$	11,592.00
Pender	$	18,216.00	$	72,864.00
Perquimans	$	1,447.00	$	5,788.00
Person	$	14,817.00	$	59,268.00
Pitt	$	47,601.00	$	190,404.00
Polk	$	9,407.00	$	37,628.00
Randolph	$	25,792.00	$	103,168.00
Richmond	$	8,664.00	$	34,656.00
Robeson	$	40,780.00	$	163,120.00
Rockingham	$	21,487.00	$	85,948.00
Rowan	$	28,065.00	$	112,260.00
Rutherford	$	27,527.00	$	110,108.00
Sampson	$	17,179.00	$	68,716.00
Scotland	$	11,912.00	$	47,648.00
Stanly	$	3,600.00	$	14,400.00
Stokes	$	17,071.00	$	68,284.00
Surry	$	11,327.00	$	45,308.00
Swain	$	7,509.00	$	30,036.00
Transylvania	$	15,310.00	$	61,240.00
Tyrrell	$	1,845.00	$	7,380.00
Union	$	22,477.00	$	89,908.00
Vance	$	4,606.00	$	18,424.00
Wake	$	126,947.00	$	507,788.00
Warren	$	1,447.00	$	5,788.00
Washington	$	3,951.00	$	15,804.00
Watauga	$	10,210.00	$	40,840.00
Wayne	$	13,411.00	$	53,644.00
Wilkes	$	36,639.00	$	146,556.00

Wilson	$	8,903.00	$	35,612.00
Yadkin	$	14,370.00	$	57,480.00
Yancey	$	6,855.00	$	27,420.00
Total	**$**	**2,020,725.00**	**$**	**8,082,900.00**

Scan and email signed request to linksreimbursement@dhhs.nc.gov County # 80

REQUEST FOR PAYMENT OF TIME-LIMITED SUPPLEMENTAL LINKS FUNDS

Please send (total amount due) $100,000.00 to the Rowan County Department of Social Services for funds spent on behalf of eligible young adults. I certify that the individuals listed below are eligible under the guidelines specified in the Consolidated Appropriations Act (Public Law 116-260) and provided by NC DHHS, NC DSS.

Certified by Joshua Stutts, Position Program Manager Date 11/4/21

Name	Date of Birth	Age Category	Amount
Kishan Shields	3/10/1995	21-26	$5000.00
Justin Fuller	4/5/1995	21-26	$5000.00
Samantha Heard	10/18/1995	21-26	$5000.00
Senatre Ferris	11/6/1996	21-26	$5000.00
Tateyana Harris	04/10/1995	21-26	$5000.00
Skylar Eller	5/9/2000	21-26	$5000.00
Kenneth Arquette III	9/6/2000	21-26	$5000.00
Apeshia Tucker	4/6/1995	21-26	$5000.00
Blest Griffin	1/15/2003	18-20	$2500.00
James Woodall	8/26/2003	18-20	$2500.00
India Kerns	9/17/2000	21-26	$5000.00
Melchor Mata	9/26/2000	21-26	$5000.00
Aaliyah Wright	3/21/2002	18-20	$2500.00
Ashanic Scott	12/24/2002	18-20	$2500.00
Jukore Belin	4/26/2001	18-20	$2500.00
Madison Bell	9/26/2001	18-20	$2500.00
Thomas Jaimes	9/26/2001	18-20	$2500.00
Melique Miller	3/8/2001	18-20	$2500.00
Sheldon Kaminski	10/27/1995	21-26	$5000.00
Austin Sechler	9/2/2003	18-20	$2500.00
Bethany Privett	8/18/2003	18-20	$2500.00
Tobias Shabazz	1/14/2000	21-26	$5000.00
Raekwon Kelly	5/28/2000	21-26	$5000.00
Diamond Hoffman	11/20/2002	18-20	$2500.00
Braxton Beaver	8/16/1997	21-26	$5000.00
Patricia Blalock	01/9/2001	18-20	$2500.00
		Total	100,000.00

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

October 28, 2021

Dear Micah Ennis, Director
Rowan County Department of Social Services

The North Carolina Division of Social Services would like to thank you and your staff for contributing to the Transitional Age Youth Stimulus Benefits Project. This effort was unprecedented and because of your support and commitment to young adults, we served approximately 2,933 transitional aged youth statewide.

This letter confirms receipt of your county obligation for payment for these youth, per NC DSS assigned payment amounts according to age: 18-20 at $2500 each, and 21-26 at $5000 each.

Your reimbursement request will be submitted to the North Carolina DHHS Office of the Controller in the amount of:

- **$ 30,000 for 12 youth aged 18-20**
- **$ 70,000 for 14 youth aged 21-26.**

You should expect to receive the reimbursement amount within the next 2-3 weeks. Additional updates will be provided should any unexpected delays occur with this projected timeline. If you believe the amount above to be incorrect or have any further questions, please email linksreimbursement@dhhs.nc.gov.

Respectfully,

Carla McNeill

Carla McNeill, MSW
Chief of Permanency

JN680

North Carolina - Department of Health and Human Services

Notice of Electronic Funds Transfer

ATTN: *County Finance Officer*
County DSS Director
County: *ROWAN*
Run Date: *11/23/2021*
Period: *November, 2021*

Deposits TO County Account FROM DSS

Earliest date of payment : *11/30/2021*

LINKS TRANS AGE YOUTH	*CHAFEE*	*$100,000.00*

County Payment Total : *$100,000.00*

5312-431043

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL: Request to set up budget related to interlocal agreement with the Town of Spencer to provide Sheriff Deputies as needed and for the County to be reimbursed $50 per hour. Agreement already approved.

Prepared by: JHOWDEN
Date: 11/29/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
TOWN OF SPENCER POL REIMB	R	1144410-442014	79,200	
SALARIES - OVERTIME	E	1154410-510010	63,000	
MEDICARE TAX	E	1154410-520010	914	
RETIREMENT	E	1154410-520015	6,829	
SOCIAL SECURITY	E	1154410-520020	3,906	
WORKERS COMP	E	1154410-520025	1,401	
401(K)	E	1154410-520030	3,150	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Period - Journal #
Disapproved:		Disapproved:	Keyed By:
Amended:		Amended:	Date Keyed:
Date: 11/29/21		Date:	Posted By:
Signature: J. Howden		Signature:	Date Posted:

Avg Days per month 22 • ×
12 • = hours per day
264 • 000 *

264 • 000 ×
6 • = # of months
1 • 584 • 000 * # of hours.

1 • 584 • 000 ×
50 • = Reimb. per hour
79 • 200 • 000 *

INTERLOCAL UNDERTAKING AGREEMENT

This is an Interlocal Undertaking Agreement between the TOWN OF SPENCER, a North Carolina municipal corporation (hereinafter "Town"), and the COUNTY OF ROWAN, a political subdivision of the State of North Carolina (hereinafter "County") and the SHERIFF OF ROWAN COUNTY, a constitutional office of the State of North Carolina (hereinafter "Sheriff"), collectively referred to as "Parties". This Agreement is made pursuant to North Carolina General Statutes Sections 160A-288 and 160A-460 through 160A-466. The Date of this Interlocal Undertaking Agreement is _____ (hereinafter "Agreement").

Authority

The Parties are entering into this Agreement for the purpose of establishing an undertaking in which the County will provide temporary law enforcement assistance to the Town pursuant to specific terms outlined herein.

Terms

The Sheriff will provide law enforcement services to the Town on an as needed basis by providing qualified sheriff's deputies, including proper vehicles, uniforms and equipment, under the following terms:

1) For each sheriff's deputy provided to the Town under this Agreement, the Town shall pay the County $50 for each hour of service to the Town, with service of less than one hour to be paid on a pro rata basis. This payment covers the deputy's salary and benefits, vehicle, vehicle fuel, uniform and regular equipment.

2) While working with the Town, sheriff's deputies shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the Town, in addition to those the sheriff's deputy normally possesses.

3) While on duty with the requesting agency, sheriff's deputies shall be subject to the lawful operational commands of the deputy's superior officers in the Town, but the deputy shall for personnel and administrative purposes, remain under the control of the Sheriff, including for purposes of pay. The Town shall be responsible for, and agrees to reimburse the County, up to the first $500,000 of each worker's compensation claim by a loaned sheriff's deputy arising out of claimed activities by the loaned deputy while on duty with the Town as provided by this Agreement. The Town also shall be responsible for, and agrees to reimburse the County, up to the first $50,000 of any general liability claim by loaned sheriff's deputies for claimed activities while on duty with the Town.

4) When temporary assistance is needed pursuant to this agreement, the Town shall notify the County of the need for such assistance and the assistance shall be provided if feasible to do so. The Town shall notify the County of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.

5) Any disciplinary actions arising out of the temporary work assignment of sheriff's deputies under this Agreement will remain the responsibility of the Sheriff.

6) The Town specifically covenants and agrees to assume all liability for any act committed by the sheriff's deputy within the course and scope of the sheriff's deputy's temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless and indemnify the County, Sheriff and sheriff's deputy for any damages, including the payment of attorney's fees, incurred by the County and Sheriff pursuant to such temporary assignment under this Agreement.

7) The Town agrees to hold harmless the County, Sheriff and sheriff's deputy for any damage to the property of the Town incurred in the scope and course of the sheriff's deputy's duties. Further, the County, Sheriff and sheriff's deputy agree to hold the Town harmless for any damage to the property of the County and Sheriff occasioned by such act(s). The agreement shall not be construed as a bar to any other rights or claims, either direct or by

Sifford, John

From: Sifford, John
Sent: Sunday, November 14, 2021 3:15 PM
To: SD-EML-SheriffsOffice
Subject: EXTRA DUTY- WORKING DAY SHIFT AT TOWN OF SPENCER- TIME & A HALF PAY

ATTENTION ALL SWORN RCSO DEPUTIES:

**** THIS EXTRA DUTY WILL BE COORDINATED BY 1ST LT. SCOTT DUFFELL****

ASSIGNMENT: PATROLING AND ANSWERING CALLS IN THE TOWN OF SPENCER ON DAYSHIFT 0600HRS-1800HRS.

PAY RATE: DEPUTY WORKING WILL BE PAID AT 1.5 TIMES THEIR CURRENT PAY RATE AT THE RCSO. PAYMENT WILL BE MADE BY THE TOWN OF SPENCER TO THE ROWAN COUNTY FINANCE OFFICE, AND THE PAY WILL BE MADE THROUGH THE DEPUTY'S NORMAL PAY CHECK. THIS WILL OF COURSE WILL HELP YOUR LAW ENFORCEMENT RETIREMENT, ALONG WITH INCREASING THE AMOUNT OF YOUR BI-WEEKLY CHECK. THIS IS THE SAME METHOD AS WHEN WE ASSISTED SALISBURY CITY PD SEVERAL YEARS AGO.

SPECIAL NOTES:

1.) NC SHP WILL HANDLE ANY ACCIDENT REPORTS NEEDED.
2.) THE ON DUTY SHERIFF'S OFFICE PATROL SUPERVISOR WILL SUPERVISE THE DEPUTY WORKING SPENCER.
3.) SPENCER OFFICER WILL BE ON CALL FOR MAJOR CRIMES SUCH AS HOMICIDE, SEXUAL CRIME, MAJOR ROBBERY, ETC.
4.) ANY EVIDENCE COLLECTED WOULD BE TURNED OVER TO THE SPENCER PD OFFICER COMING ON FOR NIGHT SHIFT.
5.) DEPUTY WORKING WILL TURN IN A TIMESHEET TO 1ST. LT. SCOTT DUFFELL

DATES OF COVERAGE NEEDED:

12 HR SHIFT
6AM- 6PM

November, 16th, 17th, 20, 21,22, 25,26,27,30
December, 1, 4, 5,6, 9, 10, 14, 15, 18, 19, 24, 28, 29

ANY DEPUTY INTERESTED IN WORKING SHOULD EMAIL YOUR DATES TO 1ST LT. SCOTT DUFFELL, WHO WILL COMPLETE A SCHEDULE AND HANDLE ANY QUESTIONS REGARDING THIS ASSIGNMENT!!

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:	November 29, 2021
SUBJECT:	Consider Approval of Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
Board Appointments	12/6/2021	Cover Memo

MONTHLY BOARD APPOINTMENTS
December 6, 2021
COMMISSION MEETING

BOARD OF ADJUSTMENT

- Sean Reid applied for reappointment and if approved, the term will expire October 31, 2024.

- Bradford Basinger applied for a vacant seat. The term is for three (3) years and will expire on November 30, 2024.

- Norman Ribelin applied for reappointment; however, he has served two (2) terms. No other applications of interest have been received and therefore, Mr. Ribelin is willing to remain on the Board for another term.

  The Commissioners are asked to considering waiving the term limits established in the Resolution that governs the board appointment process and to reappoint Mr. Ribelin for a term that will expire July 31, 2024.

AIRPORT ADVISORY BOARD

The Airport Advisory Board (AAB) bylaws specify the term ending dates for all AAB members should be June 30. Based on this, the Commissioners are asked to ratify the term expiration dates for the AAB members below.

- Change the term ending dates for Bill Lucey and John Muth from July 31, 2024 to June 30, 2024.
- Change the term ending date for Richard Franklin from December 31, 2021 to June 30, 2022 (at which time he would be eligible for reappointment for a second term).

CABARRUS-ROWAN METROLPOLITAN PLANNING ORGANIZATION (MPO)

Each year the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current Transportation Advisory Committee (TAC) and Technical Coordinating Committee (TCC) representatives along with their alternates. At present, Commissioner Greg Edds is the appointed member and Commissioner Jim Greene is the appointed alternate to represent Rowan County on the TAC.

Ed Muire is the County's TCC representative and Mr. Shane Stewart is the alternate.

The Board is asked to reappoint these individuals as outlined above to serve in 2022.

HEALTH BOARD

- On October 4th the Commissioners appointed Dr. Melanie Dombrowski to fill the remaining three (3) months of the term for the Optometrist seat, which expires December 31, 2021. The Board is asked to reappoint Dr. Dombrowski for a 3-year term that will expire December 31, 2024.

- The following members applied for reappointment for 3-year terms that will expire December 31, 2024:

  - Dr. Tony B. Watlington, Sr. (General Public Seat)
  - Dr. James Michael Fuller (Pharmacist)
  - Dr. Corrie Hampton Connolly (Veterinarian)

- Carla Rose applied to fill a General Public seat that will become vacant on December 31, 2021. If approved, the term for Ms. Rose will be for three (3) years expiring on December 31, 2024.

JUVENILE CRIME PREVENTION COUNCIL

Sean Reid applied to fill a vacant seat for a member of the General Public. The remainder of the term will expire on June 30, 2022 at which time he would be eligible for reappointment.

LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

Lt. Joe Miller applied for a vacant Public safety seat and Angela Ford applied to fill the vacant Media Seat. There are no term limits for these appointments.

LIBRARY BOARD

- Jennifer Nicholson and Pam Bloom applied for reappointment and if approved their terms will expire on December 31, 2024.

- Gary Freeze applied for reappointment; however, he has served two (2) full terms on this board and is not eligible for reappointment.

  The Commissioners may consider waiving the term limits established in the Resolution governing the board appointment process and also consider reappointing Mr. Freeze for a term that will expire December 31, 2024.

- The Ex-officio seat is set up per the Library Board's bylaws to be filled by the President of the Friends of RPL. Jenny Hubbard is now the President and the Commissioners are asked to appoint her to this seat. There is no term expiration date.

PARKS AND RECREATION

Ashley Honbarrier applied to fill a seat that will become vacant on December 31, 2021. If appointed, Ms. Honbarrier's term would expire on December 31, 2024.

POOLETOWN VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Tom Stoner and Dylan Barkley applied to fill two (2) seats and if approved their terms will expire on November 30, 2023.

Note: There are approximately 54 vacancies on various advisory boards.

Home / Manage Applications / sean m reid

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Application

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Status

Name
sean m reid

Application Date
11/13/2021

Expiration Date
11/13/2023

Board Member
Sean Marcus Reid

Status
Validated

Board (Rank)	Vacancies	Status
Board of Adjustment (Rowan County) (1)	3	Pending
Juvenile Crime Prevention Council (2)	6	Pending

Basic Information

Name
sean m reid

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
Leadership Rowan, Phi beta sigma, Salisbury planning board Rowan County ZBA(chairman)

Have you ever been convicted of a felony?
no

County of Residence
rowan

Contact Information

Address
418 mirror lake rd
Salisbury, NC 28146

Resident
Yes

Phone
19802349047

Cell Phone
19802349047

Email
seanreid1914@live.com

Occupation

Employer
State of NC

Occupation
Magistrate

Gender

What is your gender?

- Male

Additional Information

OnBoard2 - Powered by ClerkBase

Web Developer Bradford M Basinger

Rowan County Generated 11/29/2021 @ 2:53 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Web Developer Bradford M Basinger
Application Date	8/4/2021
Expiration Date	8/4/2023
Board Member	Bradford Michael Basinger
Status	Validated

Board (Rank)	Vacancies	Status
Rowan Economic Development Council (1)	6	BoC Meeting
Board of Adjustment (Rowan County) (2)	3	BoC Meeting

Basic Information

Name
Web Developer Bradford M Basinger

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
Salisbury NC Citizens Academy Graduate 2019
Member of the 2040 Comprehensive Planning Committee for Salisbury, NC
Member of the Rowan County, NC Industrial Facilities and Pollution Control Financing Authority Committee

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
306 MAUPIN AVE
SALISBURY, NC 28144

Resident
Yes

Ward/District
Salisbury - Fulton Heights

Phone
7042677763

Email
bradfordm1978@gmail.com

Occupation

Employer
BriscoWeb

Occupation
Web Developer/Digital Marketing Technologist

Gender

What is your gender?

- Male

Additional Information

Norman Ribelin

Rowan County · Generated 11/24/2021 @ 9:19 am by OnBoard2 · Powered by ClerkBase

Status

Name	Norman Ribelin
Application Date	10/22/2021
Expiration Date	10/22/2023
Board Member	Norman Grey Ribelin
Status	Validated

Board	Vacancies	Status
Board of Adjustment (Rowan County)	3	BoC Meeting

Basic Information

Name
Norman Ribelin

Have you ever been convicted of a felony?
NO

County of Residence
ROWAN

Contact Information

Address
333 Surveyors Dr
Salisbury, NC 28146

Resident
Yes

Phone
17046332995

Cell Phone
17046407467

Email
ribelin@bellsouth.net

Occupation

Employer
Ribelin Land Surveying, Inc

Occupation
Professional Land Surveyor

Gender

What is your gender?

- Male

Additional Information

Dr Tony Billie Watlington, Sr

Rowan County · Generated 11/19/2021 @ 3:30 pm by OnBoard2 · Powered by ClerkBase

Status

Name	Dr Tony Billie Watlington, Sr
Application Date	11/19/2021
Expiration Date	11/19/2023
Board Member	Tony B Watlington, Sr
Status	Validated

Board	Vacancies	Status
Health Board	0	Pending

Basic Information

Name
Dr Tony Billie Watlington, Sr

Resume File
View / Download

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1005 Silvertrace Dr #128
Salisbury, NC 28147

Resident
Yes

Phone
(704) 245-2121

Email
watlingtontb@rss.k12.nc.us

Occupation

Employer
Rowan-Salisbury Schools

Occupation
Superintendent

Gender

What is your gender?

- Male

Additional Information

Mr James Michael "Mike" Fuller

Rowan County | Generated 10/13/2021 @ 8:42 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr James Michael "Mike" Fuller
Application Date	10/13/2021
Expiration Date	10/13/2023
Board Member	James Michael Fuller
Status	Validated

Board	Vacancies	Status
Health Board	0	Pending

Basic Information

Name
Mr James Michael "Mike" Fuller

Business/Civic Experience and why you feel you are qualified for this appointment:
Until retirement, I practiced pharmacy in Salisbury NC at Innes Street Drug Company for 45 years. I previously served on the Health Board for a 9 year term.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
425 South Fulton Street
Salisbury, NC 28144

Resident
Yes

Phone
7046330425

Cell Phone
9802342284

Email
mfuller50unc@gmail.com

Occupation

Employer
Retired

Occupation
Pharmacist

Gender

What is your gender?

- Male

Dr Corrie Hampton Connolly, DVM

Rowan County | Generated 10/13/2021 @ 9:41 am by OnBoard2 - Powered by ClerkBase

Status

Name	Dr Corrie Hampton Connolly, DVM
Application Date	10/12/2021
Expiration Date	10/12/2023
Board Member	Corrie Hampton Connolly
Status	Validated

Board	Vacancies	Status
Health Board	0	Pending

Basic Information

Name
Dr Corrie Hampton Connolly, DVM

Business/Civic Experience and why you feel you are qualified for this appointment:
Current: Rowan County Farm Bureau Board, Farm Bureau State Women's Committee, Rowan County Chamber of Commerce Ag Committee.
Rowan County Business owner for the past 16 years; practicing veterinarian in Rowan County for the past 20 years. Lifelong resident of Rowan County.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
550 McNeely Rd
Mt Ulla, NC 28125

Resident
Yes

Phone
704-859-8180

Cell Phone
704-819-7544

Email
corrie.connolly@gmail.com

Occupation

Employer
Ranchside Veterinary Clinic

Occupation
Veterinarian

Gender

What is your gender?

- Female

Mrs. Carla Ann Rose

Rowan County | Generated 9/30/2021 @ 8:53 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mrs. Carla Ann Rose
Application Date	9/29/2021
Expiration Date	9/29/2023
Board Member	Carla A Rose
Status	Validated

Board	Vacancies	Status
Health Board	0	Pending

Basic Information

Name
Mrs. Carla Ann Rose

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
As CEO for our local REALTOR® Association, I work with our volunteer leaders to maintain a presence at all levels of the community. I have actively served on the Board of Health since September of 2020, filling the Optometrist position and worked to bring awareness to the public and real estate professionals who are impacted by the decisions of the Board. Being able to serve in this capacity and fostered many conversations that may not have happened otherwise.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
2335 St. Lukes Church Road
SALISBURY, NC 28146

Resident
Yes

Ward/District
26

Phone
7042396261

Email
crosie2335@gmail.com

Occupation

Employer
Salisbury Rowan Association of REALTORS®

Occupation
CEO

Gender

What is your gender?

- Female

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Application

Print | Export to PDF | Renew | Edit | Delete | Mark for Purge

Status

Name
sean m reid

Application Date
11/13/2021

Expiration Date
11/13/2023

Board Member
Sean Marcus Reid

Status
Validated

Board (Rank)	Vacancies	Status
Board of Adjustment (Rowan County) (1)	3	Pending
Juvenile Crime Prevention Council (2)	6	Pending

Basic Information

Name
sean m reid

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
Leadership Rowan, Phi beta sigma, Salisbury planning board Rowan County ZBA(chairman)

Have you ever been convicted of a felony?
no

County of Residence
rowan

Contact Information

Address
418 mirror lake rd
Salisbury, NC 28146

Resident
Yes

Phone
19802349047

Cell Phone
19802349047

Email
seanreid1914@live.com

Occupation

Employer
State of NC

Occupation
Magistrate

Gender

What is your gender?

- Male

Additional Information

OnBoard2 - Powered by ClerkBase

Lt. Joe Miller

Rowan County | Generated 11/4/2021 @ 8:50 am by OnBoard2 - Powered by ClerkBase

Status

Name	Lt. Joe Miller
Application Date	10/28/2021
Expiration Date	10/28/2023
Board Member	Joe Miller
Status	Validated

Board	Vacancies	Status
Local Emergency Planning Committee	4	Pending

Basic Information

Name
Lt. Joe Miller

Business/Civic Experience and why you feel you are qualified for this appointment:
Law Enforcement experience should serve me well on this board

Have you ever been convicted of a felony?
no

County of Residence
Cabarrus

Contact Information

Address
130 E Liberty St
Salisbury, NC 28144

Resident
Yes

Phone
704-216-8011

Cell Phone
704-202-8111

Email
jmill@salisburync.gov

Occupation

Employer
Salisbury Police Dept

Occupation
Police Officer

Gender

What is your gender?

- Male

Angela Ford

Rowan County | Generated 8/4/2021 @ 8:23 am by OnBoard2 - Powered by ClerkBase

Status

Name	Angela Ford
Application Date	8/3/2021
Expiration Date	8/3/2023
Board Member	Angela Ford
Status	Validated

Board	Vacancies	Status
Local Emergency Planning Committee	4	Pending

Basic Information

Name
Angela Ford

Business/Civic Experience and why you feel you are qualified for this appointment:
I have been in the media for 37 years. Own four radio stations with my husband, two of which are in Rowan County.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
320 Ketchie Estate Rd
China Grove, NC 28023

Resident
Yes

Ward/District
China Grove

Phone
7047910780

Email
angela@fordbroadcasting.com

Occupation

Employer
Ford Broadcasting Inc

Occupation
Owner

Gender

What is your gender?

- Female

Jennifer Nicholson

Rowan County | Generated 11/15/2021 @ 8:35 am by OnBoard2 - Powered by ClerkBase

Status

Name	Jennifer Nicholson
Application Date	11/14/2021
Expiration Date	11/14/2023
Board Member	Jennifer Nicholson
Status	Validated

Board	Vacancies	Status
Library Board	0	Pending

Basic Information

Name
Jennifer Nicholson

Business/Civic Experience and why you feel you are qualified for this appointment:
I have served on the Board of Trustees for two years, this will be my second term. My past work experience includes working for the Mooresville Public Library, and the Rowan Public Library. My experiences allow me a fuller understanding of the workings of a public library.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
725 SHINN FARM RD
MOORESVILLE, NC 28115

Resident
Yes

Phone
704-223-1882

Email
JLSN5576@GMAIL.COM

Occupation

Employer
School Librarian

Occupation
Cabarrus County Schools

Gender

What is your gender?

- Female

Additional Information

Pam Bloom

Rowan County · Generated 11/9/2021 @ 4:17 pm by OnBoard2 · Powered by ClerkBase

Status

Name	Pam Bloom
Application Date	11/9/2021
Expiration Date	11/9/2023
Board Member	Pam Bloom
Status	Validated

Board	Vacancies	Status
Library Board	0	Pending

Basic Information

Name
Pam Bloom

Business/Civic Experience and why you feel you are qualified for this appointment:
Retired educator from Rowan Salisbury Schools and retired from RPL, having worked in the Children's Room as well as at the information/computer desk on the 2nd floor. I was an avid library user before working at RPL and am familiar with all branches, including the new West Branch.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
844 N Craige Street
Salisbury, NC 28144

Resident
Yes

Phone
7044258323

Cell Phone
7044258323

Email
bloompame@gmail.com

Occupation

Employer
retired

Occupation
retired

Gender

What is your gender?

- Female

Dr. Gary R, Freeze

Rowan County Generated 11/15/2021 @ 2:09 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Dr. Gary R, Freeze
Application Date	11/15/2021
Expiration Date	11/15/2023
Board Member	Gary R. Freeze
Status	Validated

Board	Vacancies	Status
Library Board	0	Pending

Basic Information

Name
Dr. Gary R, Freeze

Business/Civic Experience and why you feel you are qualified for this appointment:
I have served on the library board three times, served as chair twice.

Have you ever been convicted of a felony?
no

County of Residence
NC

Request for Waiver of Term Limits
I make the request for waiver because I need to continue to help navigate the transition into the new west branch

Contact Information

Address
725 N Craige Street
Salisbury, NC 28144

Resident
Yes

Ward/District
North Ward

Phone
7047543331

Cell Phone
7047543331

Email
gfreeze52@gmail.com

Occupation

Employer
Catawba College retired

Occupation
history professor

Gender

What is your gender?

- Male

Additional Information

Jennifer Hubbard

Rowan County Generated 11/24/2021 @ 12:58 pm by OnBoard2 · Powered by ClerkBase

Status

Name	Jennifer Hubbard
Application Date	11/24/2021
Expiration Date	11/24/2023
Board Member	Jennifer Hubbard
Status	Validated

Board	Vacancies	Status
Library Board	0	Pending

Basic Information

Name
Jennifer Hubbard

Business/Civic Experience and why you feel you are qualified for this appointment:
I have replaced Sammie Hinshaw as president of the Friends of RPL board of directors

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
326 W. Bank St.
Salisbury, NC 28144

Resident
Yes

Phone
704 258 0390

Email
jen4hubbard@gmail.com

Occupation

Employer
retired

Additional Information

Ms. Ashley Elizabeth Honbarrier

Rowan County | Generated 9/8/2021 @ 9:47 am by OnBoard2 - Powered by ClerkBase

Status

Name	Ms. Ashley Elizabeth Honbarrier
Application Date	9/7/2021
Expiration Date	9/7/2023
Board Member	Ashley Elizabeth Honbarrier
Status	Validated

Board (Rank)	Vacancies	Status
Juvenile Crime Prevention Council (1)	9	Pending
Parks and Recreation (2)	0	Pending

Basic Information

Name
Ms. Ashley Elizabeth Honbarrier

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
I feel that I am qualified for this appointment because I am extremely passionate about this work. For the past four and a half years, I have been serving some of Rowan County's most vulnerable and distressed citizens through a nonprofit called Happy Roots. Through gardening classes, horticulture therapy, teaching life skills and environmental education, health and sustainability, and assisting with the resources needed, I have witnessed the healing power of plants and nature. Troubled teens and youths find comfort and direction. Lost youths find purpose and pride. I feel that my experience and skills will be valuable to the juvenile crime prevention mission. Through Happy Roots, I currently work with 16 Rowan-Salisbury Schools, ages Pre-Kindergarten to High School, and manage several other community gardens. I would love the opportunity to provide more information on community projects and partnerships and success stories.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1015 Potneck Rd.
Salisbury, NC 28147

Resident
Yes

Phone
(980)234-4800

Email
happyrootsashley@gmail.com

Occupation

Employer
Happy Roots

Occupation
Program Director

Gender

What is your gender?

- Female

Tom Stoner

Rowan County · Generated 10/27/2021 @ 3:53 pm by OnBoard2 · Powered by ClerkBase

Status

Name	Tom Stoner
Application Date	10/27/2021
Expiration Date	10/27/2023
Board Member	Tom Stoner
Status	Validated

Board	Vacancies	Status
Pooletown Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Tom Stoner

Business/Civic Experience and why you feel you are qualified for this appointment:
Lifetime member of Pooletown FD since its incorporation. Served on previous boards and am still active in meetings.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1080 Pond School Rd
Richfield, NC 28137

Resident
Yes

Ward/District
Pooletown

Phone
7046337436

Email
pooletownvfd@gmail.com

Occupation

Employer
Retired

Gender

What is your gender?

- Male

Dylan Barkley

Rowan County Generated 10/27/2021 @ 12:25 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Dylan Barkley
Application Date	10/27/2021
Expiration Date	10/27/2023
Board Member	Dylan Barkley
Status	Validated

Board	Vacancies	Status
Pooletown Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Dylan Barkley

Business/Civic Experience and why you feel you are qualified for this appointment:
Served as a volunteer at the fire department since the age of 16

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
4055 Richfield Rd
Richfield, NC 28137

Resident
Yes

Ward/District
Pooletown VFD

Phone
7044385013

Email
dylan.barkley@yahoo.com

Occupation

Employer
College Student

Gender

What is your gender?

- Male