



**ROWAN COUNTY COMMISSION AGENDA
February 15, 2021 - 6:00 PM**

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

- Led By Scout Member Luke Mesimer, St. John's Lutheran Church Boy Scout Troop #443

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: February 1, 2021

1 Consider Approval of Consent Agenda

- A. Schedule Public Hearing for March 15, 2021 to Consider No Wake Zone for Tamarac Shores Marina

- B. On-Airport Obstruction Clearing (Design-Bid) Grant Agreement
 - C. Schedule Public Hearing for PDS 01-14 Amendment for March 1, 2021
 - D. Nature Center FY21
 - E. CRF Expenditure Report
 - F. Purchase of Transportation Vans
 - G. Schedule Public Hearing for CUP 01-21 for March 1 2021
 - H. Schedule Public Hearing for Majority Road Name Petition for March 1 2021
 - I. Procurement Policy Revision - Bond Requirement Threshold
 - J. Land Sustainability Plan Consultant
 - K. Change Order HVAC Renovation EMS Station 87 (lower part of Ag Building)
 - L. Revised Task Order 14 with McGill Associates
- 2 Special Recognition
 - 3 Public Comment Period
 - 4 Update from OpenBroadband on County Broadband Expansion Project
 - 5 Fiscal Year 2020 Financial Report Presentation
 - 6 Bi-weekly EH Report
 - 7 Update on COVID-19 Vaccination and Future Plans
 - 8 2021 COVID-19 Small Business "Restaurant" Grant Program
 - 9 Proposed Changes to Rowan County Ordinances Chapter 5 Section 5-46
 - 10 Financial Reports
 - 11 Budget Amendments
 - 12 Adjournment

Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.

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: February 8, 2021
SUBJECT: Consider Approval of the Minutes: February 1, 2021

ATTACHMENTS:

Description

February 1, 2021 Minutes

Upload Date

2/8/2021

Type

Cover Memo

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



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

Rowan County Board of Commissioners

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

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS February 1, 2021 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

Participating Remotely: Greg Edds, Chairman

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

Vice-Chairman Greene convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Vice-Chairman Greene led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

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 Pierce moved, Commissioner Klusman seconded and the vote to approve the agenda passed unanimously.

CONSIDER APPROVAL OF THE MINUTES

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the minutes of the January 14, 2021 and January 19, 2021 Commission Meetings passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Klusman moved approval of the Consent Agenda. The motion was seconded by Commissioner Pierce and passed unanimously.

The Consent Agenda consisted of the following:

- A. Sale of Ground Lease Hangar T20 from Black to Baird
- B. Woodleaf Community Park Change Order
- C. RTS Public Transportation Agency Safety Plan (PTASP)
- D. Special Olympics
- E. On-Airport Tree Clearing Project and BA
- F. Lease Extension and CPI increase Hangar #28
- G. Tax Refunds for Approval
- H. Graham's Piping Contract - HVAC Renovation
- I. RouteMatch Software Purchase
- J. Delegation of Authority to Sign Airport Leases
- K. Authorize Hazen to Advertise for Bids for the Construction of the Northeast Rowan County Water System Chemical Booster Station

2. PUBLIC COMMENT PERIOD

Vice-Chairman Greene opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. The following individuals came forward:

- Jamie Javurek, a pilot for American Airlines and business partner for a flight school located at the Mid-Carolina Regional Airport (Airport), discussed a potential grant opportunity. Mr. Javurek expressed hope that his business could partner with the County and the school system for the grant, which he stated was due by March 22, 2021.

Commissioner Pierce asked Mr. Javurek to provide a presentation to the Board for the next agenda in order to provide the Commissioners with more information.

Vice-Chairman Greene requested the information be submitted through the appropriate channels and that it be provided to the Airport and Transit Director and County Manager before coming to the Board.

With no one else coming forward or having submitted written comments, Vice-Chairman Greene closed the Public Comment Period.

3. PUBLIC HEARING & SUMMARY PRESENTATION – EDC ‘PROJECT POPCORN’

Scott Shelton, Vice-President of the Economic Development Commission (EDC), presented the executive summary for Project Popcorn (Project). The Company behind the Project was a well-known manufacturer that had been in business for decades with products available throughout the United States.

The Project owners were evaluating locations to establish a production and distribution facility within the central and eastern region of the United States. If Rowan County was chosen, the company would create 1,200 new jobs over the next three (3) years. Approximately 1,100 of the new jobs would be in the operations/production categories. The remaining jobs would be comprised of supervisory and administrative positions.

The company planned to invest approximately \$127.5 million into the Project through the construction of a new facility and the installation of major equipment. The majority of the improvements would be completed by the end of 2021.

Mr. Shelton said the company would typically qualify for a Level 3 Grant under the County's Investment Grant Program. Due to the competitive nature of the Project and to strengthen the County's chances of securing the Project, the EDC proposed the Board consider extending the Investment Grant from five (5) to ten (10) years. During the first five (5) years, the company would receive a grant equal to 85% of the new taxes paid. During the final five (5) years, the company would only receive a grant equal to 50% of the new taxes paid.

The Rowan EDC also proposed the Board consider offering a \$500,000 equipment grant for the Project, which could only be used toward trade-specific equipment or fixtures, or, for tenant upfits. The grant would be structured as a loan, which would be forgiven if the company created and maintained 900 new jobs for a five-year period following the loan closing. Similar grants have been approved for other recent projects such as Project Wheel (New York Air Brake) and Project Kodiak (Chewy). Funding for the equipment grant would be provided through the County's economic development funds.

The Board was also asked to consider offering expedited local permitting at no charge to the company (the fee for the service was normally \$2,500). A draft of the proposed incentive agreement was included in the agenda packet.

With regards to other potential assistance, Mr. Shelton reported the EDC was working with the company to pursue a Job Development Investment Grant (JDIG) through the State. The JDIG program 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 had also been asked to consider applicable grant programs that could assist with any necessary infrastructure improvements to the company's potential site.

In addition, the EDC requested Duke Energy consider awarding the Project a cash grant from its Carolina Investment Fund Program.

Mr. Shelton discussed the fiscal impact and highlighted the projected revenue over a 10-year horizon that would result from the overall investment. It was anticipated that

Rowan County would stand to collect an estimated \$6,155,860, disburse grants totaling \$4,312,953 and retain an estimated \$1,842,907 of new revenue.

A brief question and answer period between the Board and Mr. Shelton followed the presentation.

Vice-Chairman Greene opened the public hearing to receive citizen input regarding Project Popcorn. With no one wishing to address the Board and no one having submitted written comments, Vice-Chairman Greene closed the public hearing.

Commissioner Pierce moved approval of the economic incentive request for Project Popcorn as presented. The motion was seconded by Commissioner Klusman and passed unanimously.

4. BOARD OF EDUCATION SURPLUS PROPERTIES

Anthony Vann, Assistant Superintendent of Operations for Rowan-Salisbury School System (RSSS), presented a power point as he discussed a request from the Rowan Salisbury Board of Education (BOE). Mr. Vann reported the BOE had met on January 26, 2021 and declared Faith and Enochville school properties as surplus and in accordance with North Carolina General Statutes (NCGS), the BOE was offering the properties to the County prior to disposal.

Mr. Vann said the BOE had previously declared the property located at 305 S. Zion Street in Landis as surplus.

Further details for each site declared as surplus was as follows:

- Enochville Elementary, located at 925 Enochville Avenue in China Grove, NC consisted of approximately nine (9) acres, school building and associated structures constructed in 1941. (Effective at end of 2020-21 school year).
- Faith Elementary, 1000 School Street in Faith, NC consisted of approximately twelve (12) acres, school building and associated structures constructed in 1929. (Effective at end of 2020-21 school year).
- Landis site, located at 305 S. Zion Street, in Landis, NC consisted of approximately .92 acres, 21,250 square foot classroom structure constructed in 1941.

In conclusion, Mr. Vann asked the Commissioners to release the properties to the BOE so the school system could move forward if the County did not have a use for the properties.

Vice-Chairman Greene asked what the Landis site under consideration had been used for. Mr. Vann said the facility had served as a multi-purpose classroom building, which had not been used in five (5) or six (6) years due to declining enrollment. Mr. Vann said

young children were also having to cross the street to access the building, which created a safety issue. Since there was enough space in the main building, Mr. Vann said the BOE had decided to no longer use the multi-purpose classroom facility.

Commissioner Pierce asked where the children would go to school once the schools were closed. Mr. Vann said the BOE had approved a plan for the vast majority of the Enochville students to be transferred to Landis and the other group to Millbridge Elementary. The Faith Elementary students would be redistricted to Shive, Rockwell, Granite and Koontz Elementary Schools.

Commissioner Pierce asked if Landis school would be adequate to service the number of children being redistricted. Mr. Vann responded yes and that the plan brought the utilization rate up to a more reasonable range, even if all the students who were learning remotely returned.

Commissioner Pierce inquired as to the estimated number of students being redistricted to Landis. Mr. Vann said the redistricting plan for Landis was to accept 111 base students and the overall estimated total students at the school would be in the 500 range. Mr. Vann said he could pull the figures and provide the exact numbers to the Commissioners.

Commissioner Caskey questioned the capacity for Landis and Mr. Vann said 660. Mr. Vann stated the Principal at the school was confident the school could handle the additional students from the redistricting.

Commissioner Caskey said there was the possibility for a large housing project to be built in the southern portion of the County. Commissioner Caskey asked if the BOE was aware of the potential project. Mr. Vann said the BOE was familiar with the possibility but to his knowledge there had been no extensive conversation pertaining to the project.

Commissioner Caskey said he understood the housing project would more than likely be built and he asked what would happen and whether it would cause the BOE to redistrict again. Mr. Vann said there was always the possibility of having to redistrict again in a number of years. Mr. Vann said currently across the district there were approximately 5,000 empty seats.

Commissioner Caskey said the proposed housing project would only be a couple of miles from Enochville.

Commissioner Caskey referred to the Faith Elementary site and said he understood there was a substantial offer for the building. Mr. Vann said the BOE received an offer for the property but was not in a position to dispose of the property until the Commissioners determined the County did not want the property. Mr. Vann said the BOE would meet the following Monday and he would report on the outcome of the Commissioners decision for further direction.

Commissioner Caskey asked if the furniture would be sold with Faith Elementary. Mr. Vann responded the furniture would have to be negotiated with the possible buyer. Mr. Vann said RSSS typically removed the furniture from old structures to be distributed to other schools if needed. Mr. Vann said to his knowledge RSSS did not have a high demand for elementary school furniture at this time and the furniture could be negotiated with the purchaser.

Commissioner Caskey noted RSSS would have to pay someone to remove the seats and take them to storage. Commissioner Caskey said he had no interest in Faith Elementary but felt the school system should leave the seats since there were 5,000 seats open across the district and no demand for elementary seats. Mr. Vann agreed there were times when it became more feasible to leave the furniture.

Commissioner Caskey reiterated he had no interest in Faith Elementary but would like for the Commissioners to recommend they keep the furniture with the building to save the taxpayers some money. Mr. Vann said he felt sure the BOE would consider the recommendation if it was a cost savings to RSSS.

Commissioner Pierce said the Commissioners had not seen numbers for a redistricting plan and he agreed with Commissioner Caskey regarding the tremendous growth potential in the southern portion of the County/Enochville area. Commissioner Pierce said he hated to sell a 21,000 square foot building and have the BOE come back in a year asking to build another school.

Commissioner Pierce proposed the Commissioners vote on Faith Elementary; however, he felt the Commissioners should receive more information pertaining to growth projections for the areas of Enochville Elementary and the Zion Street location.

Vice-Chairman Greene said the Board would vote on the Faith Elementary property and table the other two (2) requests in order to receive more information from the BOE.

Commissioner Pierce moved to pull out Faith Elementary and declare the property as surplus and to table the other two (2) schools for further information.

In response to Commissioner Caskey, Commissioner Pierce amended motion to encourage leaving the furniture inside the Faith building along with the purchase price. The motion was seconded by Commissioner Caskey and passed unanimously.

Vice-Chairman Greene asked if RSSS would make a presentation to the Board for the plans of the school district for the southern Rowan area. Vice-Chairman Greene said the Commissioners would like more information regarding the capacity of the schools in question and the school system's ability to handle an increase in population if the proposed housing construction took place.

Mr. Vann said he would be glad to pull the information together and make a presentation to the Board at a future meeting.

5. ENVIRONMENTAL HEALTH BI-WEEKLY UPDATE

Adrian Pruett, Environmental Health (EH) Supervisor, provided an update regarding inspections for EH.

In response to inquiries from Commissioner Klusman, Mr. Pruett discussed staffing levels and said EH had two (2) more positions to fill.

Mr. Pruett talked about an influx of forty-three (43) new applications (within two [2] weeks) and said EH would not be able to maintain the desired two-week inspection turnaround. Mr. Pruett said the applications were for inspections all over the County and not from just one (1) developer.

Commissioner Klusman said it was important to keep staff busy first; however, she did not want to lose the connection for the County's contractors to help with inspections.

Commissioner Pierce mentioned he had been taken aback when a contractor called him to say the County's inspectors were directing traffic for the COVID-19 vaccine clinics. Commissioner Pierce advised Mr. Pruett to contact the County Manager if inspectors were asked to direct traffic again. Commissioner Pierce questioned such duties as an improper use of manpower when there were volunteers that would help with the clinics.

Vice-Chairman said there was a civic club that had taken on the responsibility to volunteer with the clinic/COVID-19 events.

6. LITTER REPORT

Vice-Chairman Greene presented the report from Caleb Sinclair, Environmental Management Director. Vice-Chairman Greene said Rowan County Staff removed 10,260 pounds of roadside debris and litter during the two-week period beginning Monday, January 11, 2021 through Friday, January 21, 2021.

7. BUDGET AMENDMENT

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

- Rowan Public Library (RPL) received two (2) bank drafts in memory of Betty Dan Spencer. The Spencer Family requested all donations received in her memory be applied to her endowment with the RPL Foundation. The Library also received additional revenue for unrestricted gifts. The request was to move the revenues to the expense account. \$10,968

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

8. CONSIDER APPROVAL OF BOARD APPOINTMENTS
CENTRALINA ECONOMIC DEVELOPMENT COMMISSION

Chairman Greg Edds fills the Public Service Sector seat on this Commission and his current term will expire February 28, 2021. Chairman Edds wishes to serve another term, which would expire February 28, 2024.

Commissioner Klusman moved to reappointment Greg Edds. The motion was seconded by Commissioner Caskey and passed unanimously.

TOWN OF FAITH PLANNING BOARD - ETJ

Cynthia Ehrman applied for reappointment and if approved, the term would expire January 31, 2023.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to reappointment Ms. Ehrman passed unanimously.

ROWAN-IREDELL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Chris Hutchison and Johnny Dickerson applied for reappointment. The term would be for two (2) years expiring on February 28, 2023.

Commissioner Pierce moved the reappointment of Mr. Hutchison and Mr. Dickerson. The motion was seconded by Commissioner Caskey and passed unanimously.

There is one remaining open seat and Jeanie Wooten Weaver applied. If approved, her term would also expire on February 28, 2023.

Commissioner Pierce moved to appoint Ms. Weaver followed by a second from Commissioner Caskey. The motion carried unanimously.

9. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 4:17 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: February 2, 2021
SUBJECT: Schedule Public Hearing for March 15, 2021 to Consider No Wake Zone for Tamarac Shores Marina

The Board of Commissioners met during regular session on August 3, 2020 and voted to request an investigation by the Wildlife Resources Commission (WRC) to determine whether statutory authority may exist for establishment of a No Wake Zone for the areas referenced by resident Michael Barron.

The WRC completed its Assessment Matrix and agrees that enlargement of the no-wake zone to accommodate the additional hazards to boater safety and water recreational activities is warranted. However, based on his assessment of the area, the officer prepared a map showing a smaller area than Mr. Barron asked for. More details are in the attached documentation.

Mr. Barron has agreed to pay for the purchase, installation and maintenance/replacement of WRC approved buoy(s).

Schedule public hearing for March 15, 2021 to receive public input regarding WRC recommendations for buoy placement.

ATTACHMENTS:

Description	Upload Date	Type
Request from Michael Barron	2/9/2021	Cover Memo
WRC Required Steps to Apply for No Wake Zone	2/2/2021	Cover Memo
WRC No Wake Zone Water Safety Hazards Matrix	2/10/2021	Cover Memo
Email from Water Safety Rulemaking Coordinator WRC - Possible Markers Map	2/9/2021	Cover Memo

Barger, Carolyn M

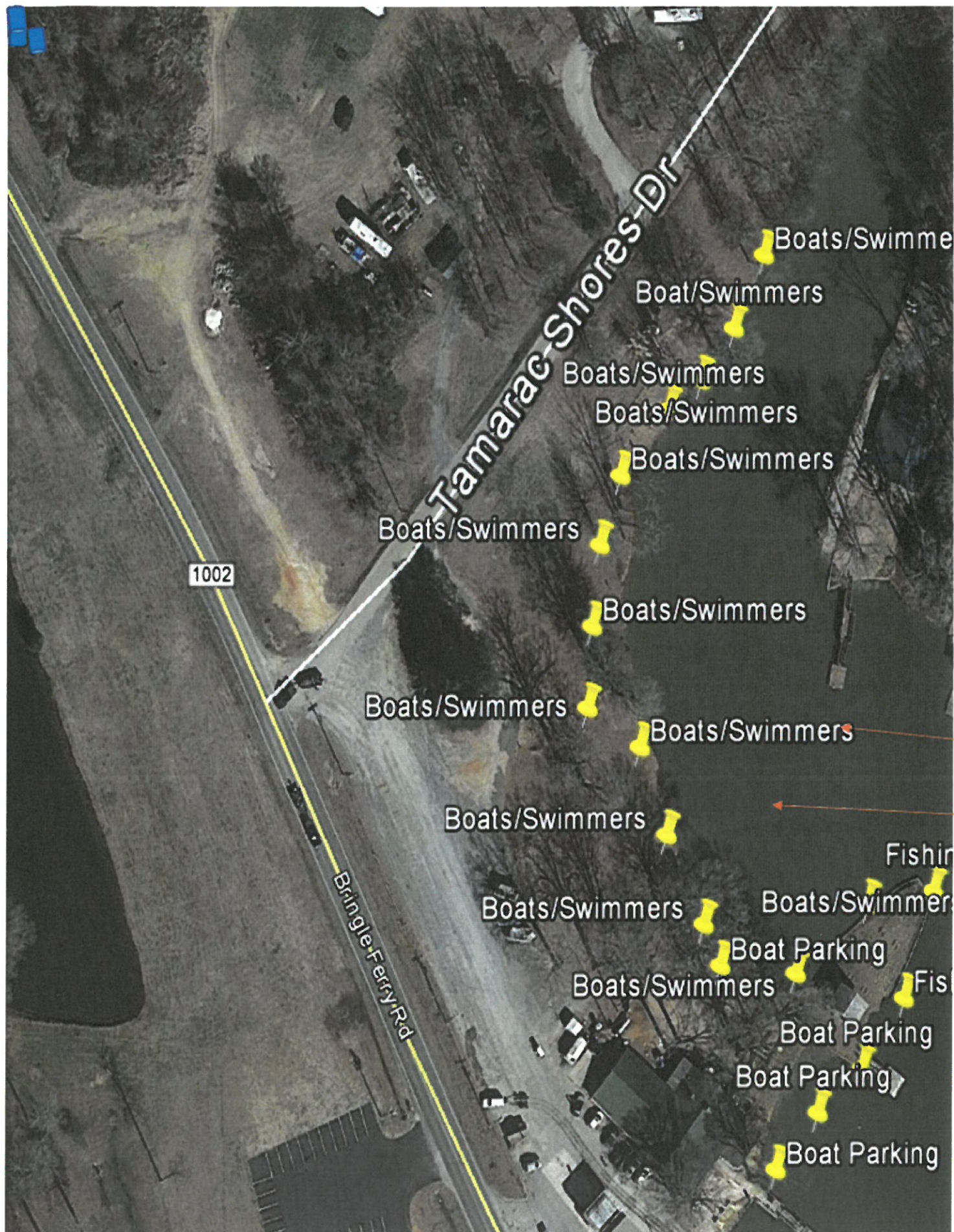
From: Barron, Michael T <Michael.T.Barron@Williams.com>
Sent: Monday, July 13, 2020 11:46 AM
To: Barger, Carolyn M
Cc: Betsy.haywood@ncwildlife.org; Kim Barron; Barron, Michael T
Subject: RE: Applying for a No Wake Zone
Attachments: Screenshot 2020-07-12 at 8.39.32 AM.png; Screenshot 2020-07-13 at 11.30.07 AM.png; Screenshot 2020-07-13 at 11.29.38 AM.png; IMG_1571.MOV; IMG_1570.MOV; IMG_1569.MOV; IMG_1566.MOV

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.

Hi Carolyn,

Please see the attachments and videos I shot this weekend. Travel was down due to the hot temps compared to the last several weekends. Our main concern is all the traffic in and out of the marine with the blind spots. We constantly have high traffic way above the no wake speeds. We also have kids/adults swimming off our doc and the boats ride right up to our grandkids and guest. I attached some videos showing our concerns and safety risk. They also have people swimming at Tamarac Marine in the same areas the boats are parking. You can actually see boats back up right at people swimming within a few feet of each other. Would it be possible to add no wake and swimming buoys further out from the shore lines than they are now to slow the boats down when entering and leaving the areas in questions? I would also like to add them further north and east of our doc. How can we stop the boaters from traveling so close to our doc? Would you also write Betsy Haywood with NC Wildlife and request to complete an assessment of our concerns? Please advise.

Thanks everyone in advance for your time,
Mike Barron
360 Tamarac Shores Drive
Salisbury, NC 28146



APPLYING FOR A NO WAKE ZONE

REQUEST INVESTIGATION

The local unit of government contacts No Wake Zone Coordinator to request investigation of area to determine whether statutory authority may exist for establishment of a no wake zone. Coordinator requests that Enforcement provides a recommendation to the NWZ Coordinator about whether sufficient safety hazards exist to meet the statutory authority of the WRC to enact a no wake zone in public trust waters.

RESULTS OF INVESTIGATION

NWZ Coordinator provides the local unit of government with the recommendation of Enforcement as to whether a no wake zone is necessary.

DECISION TO APPLY

Local unit of government receives a recommendation to proceed.

OR

The local unit of government receives a recommendation that a no wake zone may not be statutorily necessary. The local unit of government still may decide to apply for action by the Wildlife Resources Commission

APPLICATION FOR RULEMAKING

If the local unit of government decides to proceed with rulemaking, the application process begins

- state that local unit of government has given public notice of intention to apply for rulemaking on waters within territorial limits of that subdivision of the State
- provide resolution from governmental unit requesting rulemaking
- state boating safety hazard or water safety hazard prompting request complete D-1 application form

OSBM REVIEW

Upon receipt of application, No Wake Zone Coordinator submits a fiscal note for review by the Office of State Budget and Management. The agency must provide an analysis of the fiscal impact of any Administrative Rule (OSBM has 60 days to review)

OR

The Local unit of government decides not to proceed

No further action

CONSIDERATION BY THE NCWRC

The application for rulemaking and fiscal note review are considered by the NCWRC in official meeting.

OR

NCWRC APPROVES

NCWRC approves promulgating rulemaking for the proposed no wake zone by submitting Notice of Text in the NC Register for at least 60 days with an open comment period.

After the 60 day open comment period, the WRC, in official meeting, considers public comments and provides final adoption of the no wake zone rule.

NCWRC DENIES

NCWRC denies the applicant's request for no wake zone rulemaking. Denial by WRC is final.

No further action

RRC REVIEW

The adopted rule is sent to the Rules Review Commission for consideration of the rule at their next meeting (30 to 60 days) for

- statutory authority
- clarity
- necessity
- compliance with procedures

RULE BECOMES EFFECTIVE

With approval by RRC, the rule becomes effective on the first of the month following the meeting of the RRC and is codified in the North Carolina Administrative Code.

Rulemaking procedures must comply with requirements of the N.C. Administrative Procedure Act, NCGS 150B. Implementation timelines may vary due to regulatory reviews.



NO-WAKE ZONE WATER SAFETY HAZARDS MATRIX

SECTION 1:

Name of organization/entity: *Rowan County Board of Commissioners*

Primary contact information: *Carolyn Barger, Clerk to Board 704-216-8181. Michael Barron, 360 Tamarac Shores Drive, Salisbury Michael.t.barron@williams.com*

Exact location of requested no-wake zone:

Body of water and County: *High Rock Lake Rowan County*

Location: *Area 50 yards north of 360 Tamarac Shores Drive extending south as extension of no wake zone at the Tamara Shores Marina and adjacent cove.*

Popular name of area, if any: _____

Width of No-Wake Zone: Narrowest Point: _____ Widest Point: _____

Brief Description of area (example: bridge overpass, obstructed views, Intracoastal Waterway; etc) *This rule was enacted in 1978 and has not been touched since.*

Tamarac Marina and surrounding area have grown, wiith a campground far back in the cove, boats and swimmers, fishing, and marina use creating various water safety hazards. There is a blind curve at the north, into the cove adjacent to the marina, that currently is not part of the no-wake zone.

Attach map of designated no-wake zone

One map shows proposed extension of no wake zone within 50 yards of shoreline, north of the Tamarac Marina and including the cove. The other map was submitted by Mr. Barron and shows conflicting water recreation uses of the busy and small area, marked with yellow pushpins.

Ensure proposed no-wake zone map/and or location is agreed upon by point of contact

Attach detailed reason given from point of contact for the request

Please see email with attached photos and videos. Boaters travel too fast and too close to swimmers who are in same area with parked boats, and in the busy cove with blind sight lines and a campground with a great deal of boat traffic. Boats are endangering residents who own the dock near the entrance of the cove. They believe that an extension of the existing no wake

zone to accommodate the hazards caused by growth of the area will slow boat traffic down and protect the cove and the marina.

Is the proposed no-wake zone located within an area that is regulated by the U.S Army Corps of Engineers or the Division of Coastal Management (CAMA) i.e.; Intracoastal Waterway?

YES ☐

NO ☒

(When dealing with the point of contact, please advise that placement of markers in these waters is subject to prior approval of above agency in waters where applicable. NCWRC has no authority to supersede these rules.)

SECTION 2:

PUBLIC SAFETY HAZARD

What public safety hazard exists? Area is used as a marina for Tamarac and the nearby Campground. People also swim in this area.

Is this a public swimming or recreational area?

NO ☐

YES ☐ would the establishment of a roped swimming area or placement of no-wake regulatory buoys be more appropriate? ROPED SWIM AREA ☐

NO-WAKE BUOYS ☒

SECTION 3:

NAVIGATIONAL HAZARDS

Identify any and all potential hazards associated with the proposed no-wake zone (check all that apply)

OBSTRUCTIONS ☐ (Identify) _____

NARROW CHANNEL ☐ (give approximate width) _____

SHALLOW WATER ☐ (give average depth) _____

OBSTRUCTED VISION ☐ (for approximately how great a distance) _____

STRUCTURES (Check all applicable)

☐ DAM

☐ LOCK

☐ SPILLWAY

☐ JETTY

☐ FLOOD CONTROL STRUCTURE

☐ SUBMERGED STRUCTURE

☐ TRESTLE

☐ SANDBAR

☐ POWER LINE

☐ SHOAL

☐ FUELING DOCK

☐ PRIVATE DOCKS

☒ RESTAURANT DOCKS

☐ BRIDGE

☐ ACCESS AREA/BOAT LAUNCH

☐ PIER

OTHER (list and describe) _____

SECTION 4:

If approved, will the no-wake zone extend into a designated channel?

NO ☐

YES ☒ (if yes, identify on map)

What is the total distance boaters will travel at a no-wake speed 150 feet

Estimated time to travel for boaters through the proposed no-wake zone at no-wake speed 2-3
minutes

SECTION 5:

List any other known incidents, safety concerns or problems that have occurred? _____

Rate traffic density in this area from light to heavy

LIGHT 1 2 3 4 5 6 7 8 9 10 HEAVY

Is traffic density specific to weekend/and or holidays? YES

Does traffic density or ability to maneuver a vessel due to traffic cause safety issues? YES ☒
NO ☐

Rate the likelihood of an incident occurring in this area compared to other similar areas on this same body of water **VERY UNLIKELY** 1 2 3 4 5 6 7 8 9 10 **MORE LIKELY**

SECTION 6:

OFFICER ASSESSMENT OF WATER SAFETY HAZARDS

YES: ☒

NO: ☐

Reasons:

I agree that this area needs to be a NWZ. The area is used as a boat docking area for the restaurant/bar. It is adjacent to the current NWZ and fuel dock as well. The cove is used as a boat docking area for the campground at Tamarac Shores. There are a lot of boats and people congregated in this area during the weekend and holidays. The current NWZ was made a long time ago and this addition will account for the change in activity over the years in this area. I have adjusted the points of where the NWZ should be based on need. The proposed NWZ included two private docks that do not need to be encompassed into this NWZ. My proposed area would address the safety issues in the area.

Officer: SGT Scott Strickland

Date: 09/9/2020

Rowan Co High Rock Lake Proposed Extension at Tamara Shores Marina and Cove

Write a description for your map.

Legend

- 0
- 15A NCAC
- 50 yards
- Carolina Fine Grading
- Jimmy's Lakeside Restaurant
- Line Measure
- Tamarac Marina
- Tamarac Shores Dr

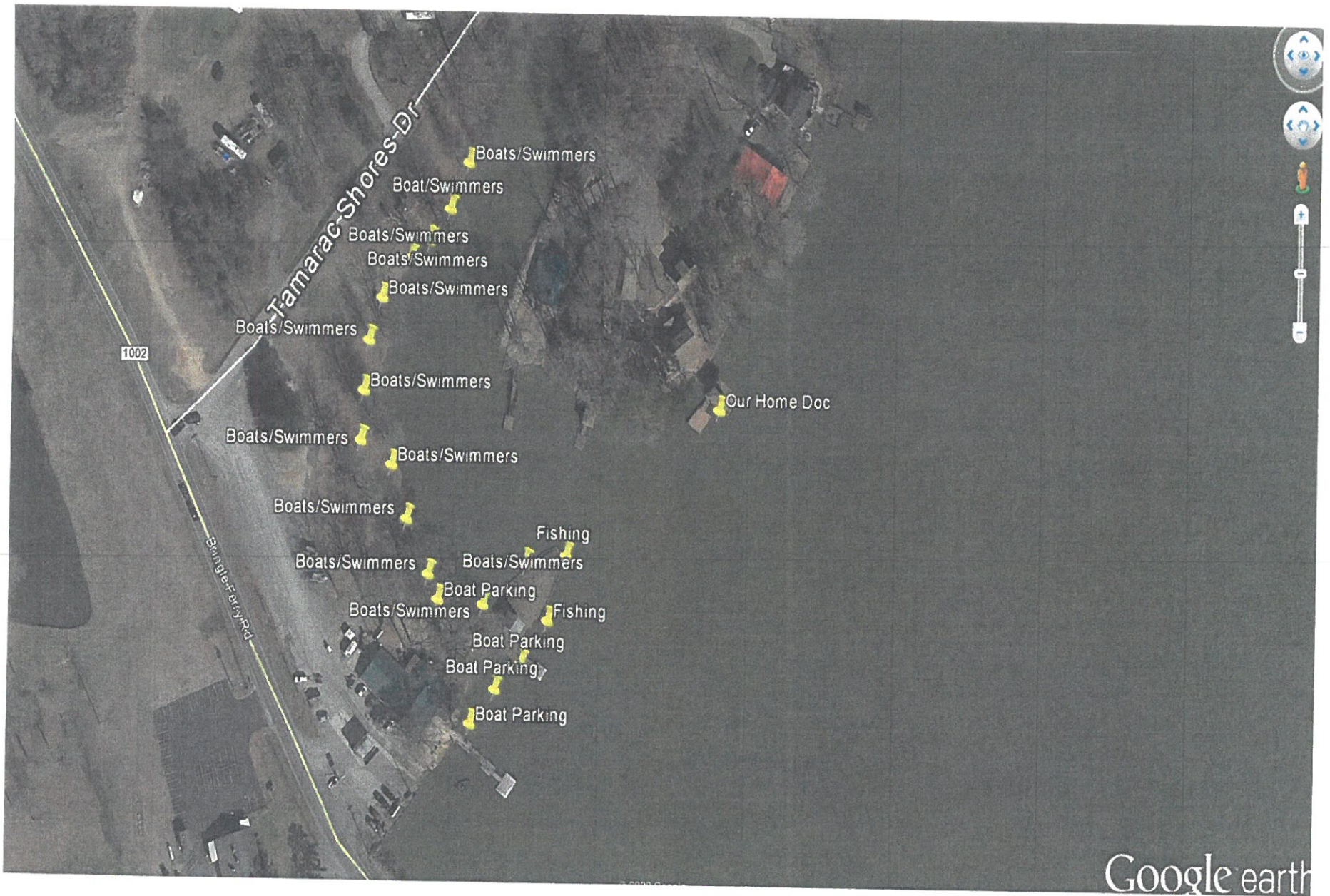
Google Earth

© 2020 Google

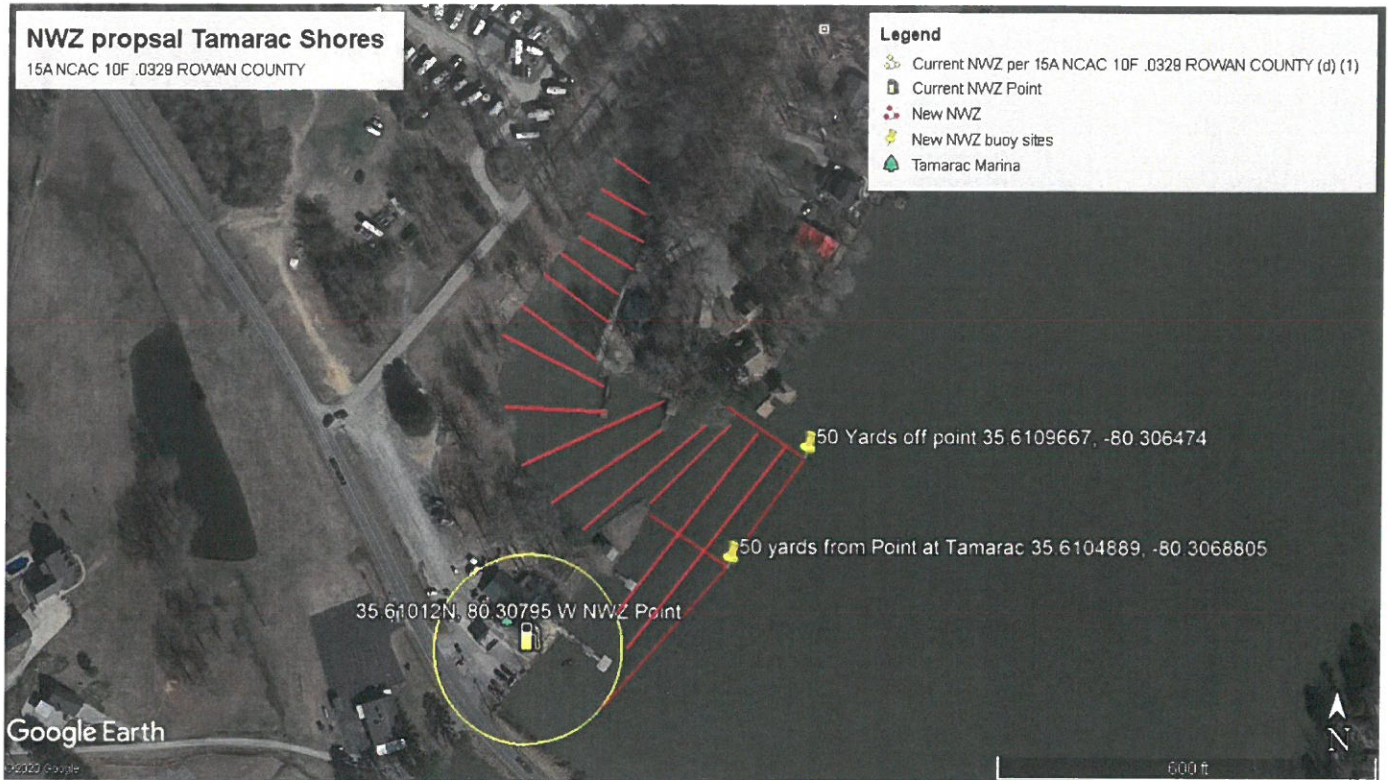
N

600 ft

MR BARRON'S SUGGESTED EXTENSION



MAP SHOWING RECREATIONAL
ACTIVITIES



ENFORCEMENT ASSESSMENT

Barger, Carolyn M

From: Haywood, Betsy <betsy.haywood@ncwildlife.org>
Sent: Monday, September 28, 2020 1:56 PM
To: Barger, Carolyn M
Subject: More About Tamarac Shores Marina Possible Application
Attachments: Rowan Tamarac Shores Possible Markers.jpg; No Wake Marker Vendors 2016.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.

Hi Carolyn,

I have attached a map with possible locations for three markers to mark the existing part of Tamarac Shores Marina as well as the extension. The proposed extension would end at a point 50 yards from the shore at 35.610967 N, 50.30647 W. With a buoy placed at that point, Enforcement felt that it would adequately show boaters that once they pass that imaginary line, they are in a no-wake zone that includes the cove. They would be free to add another buoy inside the cove as long as it does not interfere with navigation in there.

IF you plan to designate individuals to purchase and place the additional marker or maker, when the time comes they can ask the boating technician supervisors for technical assistance that includes suggested number and placement of buoys.

I have attached a list of possible buoy vendors so that they can get an idea of cost of buoys, chain and anchors. This is an old list that I have and may not be current since we don’t purchase buoys.

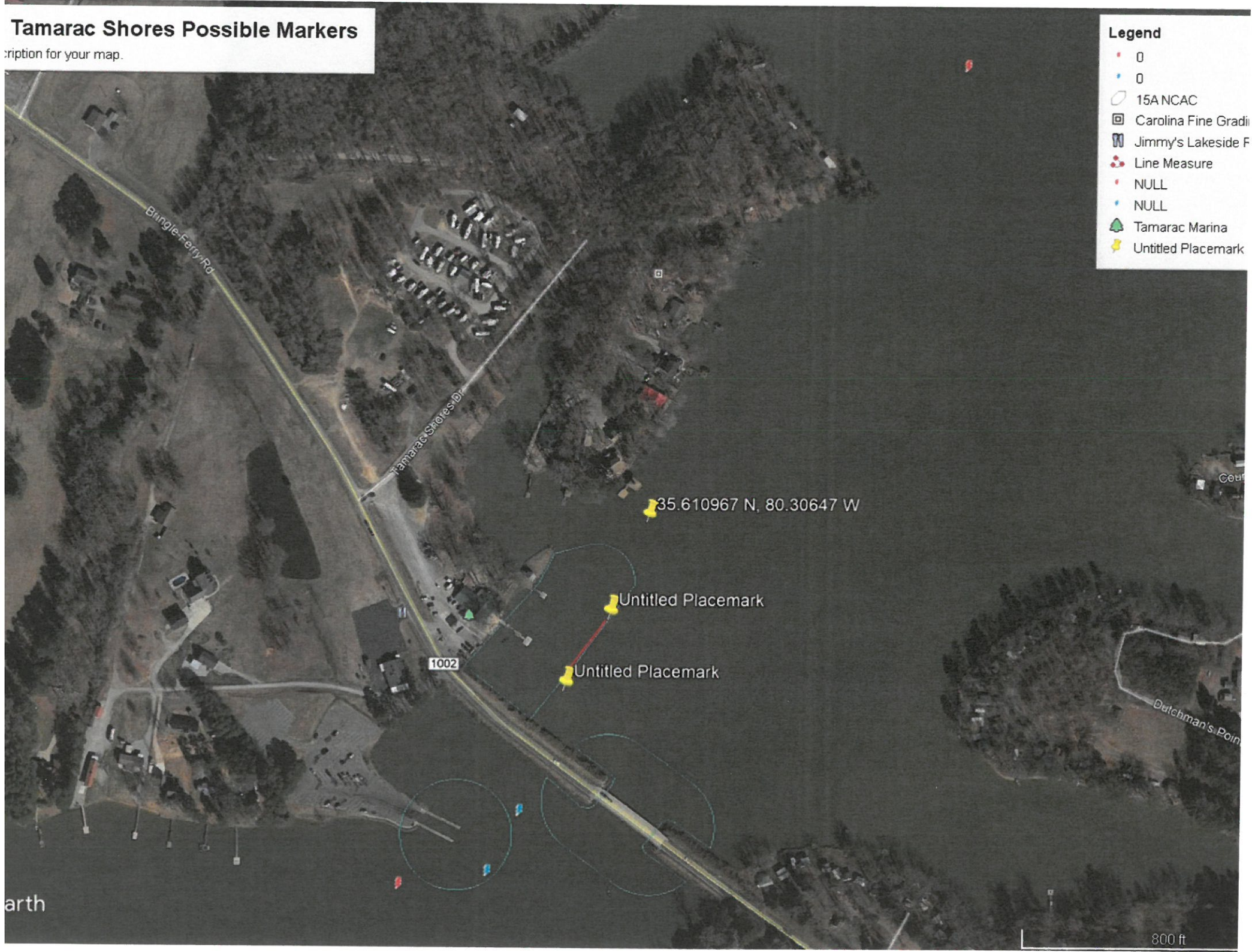
Please keep in mind that none of these ideas are set in stone until and unless the Commission votes to consider rulemaking and later votes to adopt the extension. That won’t be until some time next year.

Sincerely, Betsy

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

Tamarac Shores Possible Markers

Description for your map.



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 and Airport
DATE: February 3, 2021
SUBJECT: On-Airport Obstruction Clearing (Design-Bid) Grant Agreement

Please see the attached On-Airport Obstruction Clearing (Design-Bid) Grant Agreement.

Please approve the attached On-Airport Obstruction Clearing (Design-Bid) Grant Agreement.

ATTACHMENTS:

Description	Upload Date	Type
On-Airport Obstruction Clearing (Design-Bid) Grant Agreement	2/3/2021	Backup Material

GRANT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND
ROWAN COUNTY

AIRPORT: **MID-CAROLINA**
REGIONAL DBA ROWAN
COUNTY

PROJECT NO: **36237.42.16.1**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **ROWAN COUNTY**, the public agency owning the **MID-CAROLINA REGIONAL DBA ROWAN COUNTY AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **MAY 30, 2022** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012*;

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement funds.

WHEREAS, the Sponsor has made a formal application dated **JANUARY 19, 2021** to the Department for Non-Primary Entitlement funds for the **MID-CAROLINA REGIONAL DBA ROWAN COUNTY AIRPORT**; and

WHEREAS, a grant in the amount of **\$66,641** not to exceed **90 percent** of the federal share of the final, eligible project costs of **\$74,046** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement funds will be used for the following approved project:

ON-AIRPORT OBSTRUCTION CLEARING (DESIGN/BID)

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

APPENDIX A6.4.1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, 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, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation 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 will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT
THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency’s text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook*.

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.16.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☐ Yes ☐ No ☒ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes ☐ No ☒ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☐ Yes ☐ No ☒ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☐ Yes ☐ No ☒ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☐ Yes ☐ No ☒ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☒ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☐ Yes ☐ No ☒ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☐ Yes ☐ No ☒ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☐ Yes ☐ No ☒ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☐ Yes ☐ No ☒ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☐ Yes ☐ No ☒ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.16.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Mid-Carolina Regional Airport

Address: 3670 Aviation Loop Road, Salisbury, NC 28147

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.16.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☐ Yes ☐ No ☒ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☐ Yes ☐ No ☒ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☐ Yes ☐ No ☒ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☐ Yes ☐ No ☒ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☐ Yes ☐ No ☒ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☐ Yes ☐ No ☒ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☐ Yes ☐ No ☒ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☐ Yes ☐ No ☒ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☐ Yes ☐ No ☒ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☐ Yes ☐ No ☒ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes ☐ No ☒ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.16.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- ☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.16.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☐ Yes ☐ No ☒ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☐ Yes ☐ No ☒ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes ☐ No ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☐ Yes ☐ No ☒ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
 - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.16.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.16.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: February 4, 2021
SUBJECT: Schedule Public Hearing for PDS 01-14 Amendment for March 1, 2021

Rowan Summit, LLC., is requesting an amendment to their Planned Development Subdivision (PDS 01-14) identified as the Rowan Summit Shopping Center located at the corner of Julian Road and Summit Park Drive referenced as tax parcel 402C-019. The request proposes the division of the subject parcel, also identified as Lot 5, into two parcels totaling 2.09 acres and .66 acres respectively.

Schedule Public Hearing for March 1, 2021.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	2/4/2021	Exhibit
Planned Development Subdivision	2/4/2021	Exhibit
Development Potential for Lot 6	2/4/2021	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: February 4, 2021
RE: **PDS 01-14 Amendment:** Planned Development Subdivision Amendment for Rowan Summit Shopping Center

BACKGROUND & REQUEST

Rowan Summit, LLC (developer), is requesting a second amendment to their Planned Development Subdivision (**PDS 01-14**) identified as the Rowan Summit Shopping Center located at the corner of Julian Road and Summit Park Drive in the Summit Corporate Center. Initial plans approved in 2014 consisted of nine (9) lots served by a private road extending from Julian Rd. and Summit Park Dr. serving the shopping center, outparcels, and a future road extending to a potential Phase II retail area referenced as parcel ID 402C-002 west of the shopping center. In 2019, the developer requested an amendment to PDS 01-14 to eliminate the future road for the Phase II area in favor of using the existing internal street referred to as Tingle Dr., located north of the main shopping center parking lot, to serve the outparcels along the I-85 northbound off-ramp. Instead of retail use in Phase II, the developer envisioned commercial / light-industrial uses similar to the remaining portions of Summit Corporate Center accessible from the 300 Block of E. Ritchie Road. Other than the elimination of Phase II access road, the primary change was the reconfiguration of lots 4-6 into two (2) parcels to accommodate a new anchor tenant and large outparcel.

The developer has petitioned for a second amendment to PDS 01-14 to divide lot 5 (Parcel ID 402C-019) consisting of 2.75 acres into two (2) lots proposed as a 2.09 acre Lot 5 and a .66 acre Lot 6 served by Tingle Dr. (see enclosed plan titled “Planned Development Subdivision”).

PDS CRITERIA

Section 22-58 of the Subdivision Ordinance indicates a PDS request can be used to encourage innovative development through the modification or exemption of dimensional standards (e.g. lot width, lot depth, setbacks etc.) and / or road standards when the BoC determines the plan is *“in keeping with good planning and engineering practices and with the general safety and welfare of the public”*.

The below comments address the plan modification only.

Approval of the general concept plan proposed includes the following:

1. **General development plan showing boundaries of areas to be developed for each proposed land use type and design standards in the PDS.** Lot 5 contains proposed plans for development of a sit-down restaurant while there are no plans for lot 6 at this time. The developer included plans titled “Overall Site Plan” illustrating development potential for Lot 6.

Summit Corporate Center covenants require masonry as the dominant facade for all building sides, which are reviewed for compliance prior to the issuance of zoning / building permits.

2. **Location of public and private streets within the PDS.** Existing private streets, identified as cross hatched areas on the PDS plan, were constructed to serve all existing lots in the development.
3. **Location of land to be made available for community facilities such as schools, parks, churches, fire stations, and similar uses.** N/A.
4. **General location of land to be dedicated as buffering, recreation, and open space.** Summit Corporate Center covenants require landscape buffers of 20 ft. along Julian Rd. and 10 ft. along the northbound off ramp of I-85. Depending on the specific type of development, concealment screening may be used within this buffer to address outdoor storage and loading areas. The type and spacing standards of the landscaping will be determined during covenant compliance review unless otherwise required as part of the PDS review.
5. **General location of major utilities.** Public water and sewer from Salisbury-Rowan Utilities (SRU) were extended along the road between the main parking lot and the outparcels to serve all lots within the development as noted on the attached PDS plan.
6. **Total site acreage and method of water / sewer service.** See enclosed maps for acreage breakdown and section #5 above.

SUBDIVISION REVIEW COMMITTEE RECOMMENDATION

The Subdivision Review Committee provided the following comments regarding the project:

1. Fire Chief – Structures proposed on Lot 6 will need to either be sprinkled or provide full vehicular access around the building.
2. SRU – Will need to extend the waterline to serve Lot 6.
3. Planning – In addition to extending the waterline, 151 feet of road will need to be constructed both of which prior to plat approval.

JANUARY 25, 2021 PLANNING BOARD MEETING

The Planning Board voted unanimously to recommend approval as requested at their January 25th and, after receiving no public comments thereafter, on January 28th.

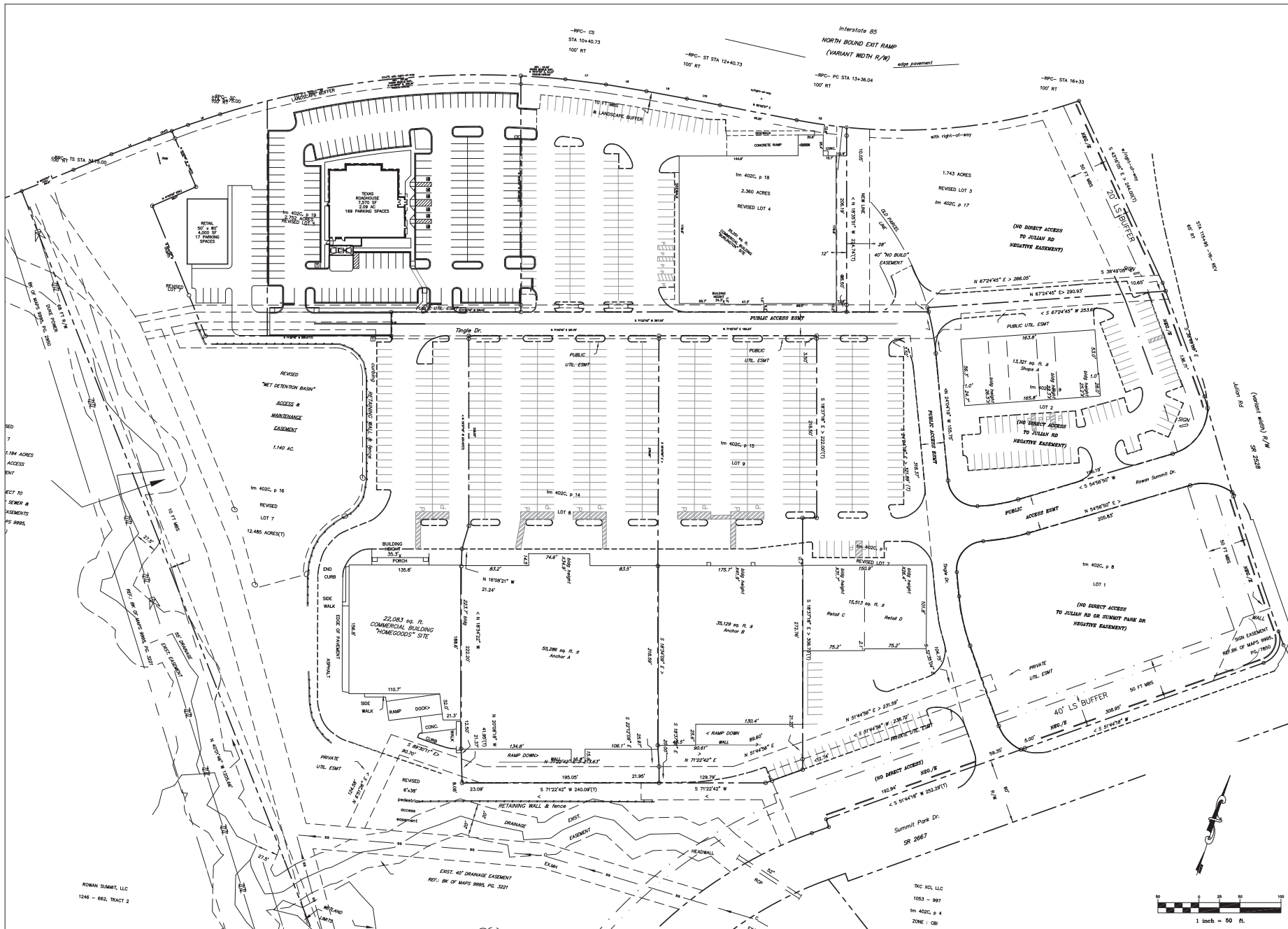
STAFF COMMENTS

Staff does not have any concerns with this request. The developer indicated they may also request acceptance of a financial guarantee in lieu of installing the required improvements prior to final plat approval as per section 22-57(c).

Section 22-58 indicates a public hearing is required for the consideration.



EX-A



BERRY
ENGINEERS LLC

355 KURT ST. NW, SUITE 100
CLEVELAND, TN 37312
TEL: (423) 706-0800
DRA: BERRY ENGINEERS, PLLC; FIRM LICENSE: E-1188

PROJECT:

TEXAS ROADHOUSE

736 CHERRY STREET
CHATTANOOGA, TN 37402

DEVELOPER:

HUTTON

275 TINGLE DRIVE
SALISBURY, NC

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SHEET NAME:
OVERALL SITE PLAN

DATE: 12/11/2020

DRAWN BY: JDS

CHECKED BY: BMB

PROJECT NO.: 20046

SHEET NO.: C-02.1

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 and Nature Center
DATE: February 3, 2021
SUBJECT: Nature Center FY21

On January 19, 2021 Animal Services and Finance Departments submitted a request for the Board to approve the Nature Center's FY21 Grant Contract. Inadvertently a few pages of the Grant Contract Package were omitted from the original request. Nothing has changed from the original request. All terms, conditions and amounts are still the same.

Please rescind the original Nature Center FY21 grant approved by the BOC on January 19, 2021.

Please approve the current (attached) Nature Center FY21 Grant Contract.

ATTACHMENTS:

Description	Upload Date	Type
Nature Center FY21	2/3/2021	Backup Material

Grant Contract

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and County of Rowan (of which the Rowan County Nature Center and Wildlife Adventures is a department thereof), a unit of local government (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is 56-6000336.

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) The Scope of Work, description of services (Attachment A)
- 3) The line item budget (Attachment B)
- 4) Notice of Certain Reporting and Audit Requirements (Attachment C)

These documents constitute the entire agreement and "Contract" between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the contract.

General Terms and Conditions

DEFINITIONS

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Contract" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Grant Contract.

"Grantee" means an entity that receives State financial assistance.

"Local Government" has the meaning in G.S. 159-7(15)

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
2. **Grantee's Duties:** The Grantee shall complete and submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, created by North Carolina's Office of State Budget and Management (OSBM), including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount. For line item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Agreement. Amendments executed under this Paragraph shall include the new line item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the

parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.

3. **Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Contract is **\$60,000.00**. Contracts of \$100,000 or more to or for the use of the Grantee shall be made in quarterly or monthly payments, in the discretion of the Director of the Budget. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.
4. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
5. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Paragraph 34 of this Contract.
6. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:
 - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
7. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
8. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.
9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the

Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract.

10. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

11. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
12. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
13. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
14. **Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.

15. **Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.
16. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.
17. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
18. **Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
19. **Access to Persons and Records:** The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. §. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the Contract. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
20. **Record Retention:** Records created or obtained under this Contract shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
21. **Amendment:** This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.
22. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
23. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.

24. **Certification Regarding Collection of Taxes:** N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required federal, State and Local taxes.
25. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
26. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
27. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
28. **By N.C.G.S. §133-32**, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
- (1) have a contract with a government agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.
- The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.
29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract. The Grantee shall expend all funds granted to it under this Contract on or after July 1, 2020 and on or before June 30, 2021, in furtherance of the Scope of Work in **Attachment A** and in accordance with the Line Item Budget and Narrative in **Attachment B**.
30. **Conflict of Interest Policy:** Grantees shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

31. **Requirements:** This Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds dispersed under this Contract are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

32. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system;
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

33. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.

34. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name	Nicole Coscolluela	Name	Nicole Coscolluela
Title	Head of NC Science Museums Grant Program	Title	Head of NC Science Museums Grant Program
Agency	NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601	Agency	NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601
Telephone	919-707-9963		
Fax	919-715-5161		
Email	nicole.coscolluela@naturalsciences.org		

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NAME	
TITLE	
GRANTEE NAME	
ADDRESS	
Tel	
Fax	
Email	

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

In Witness whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

County of Rowan

Signature of Authorizing Official

Date

Printed Name

Title

[CORPORATE SEAL] – (optional)

North Carolina Department of Natural and Cultural Resources

D. Reid Wilson, Secretary

Date

North Carolina Source of Funds:

Account Code: 536632

Rowan Wild Proposed Budget 7/1/2020-6/30/2021

Total Amount Granted: \$60,000.00

1. **Part Time Staffing** – \$26,500.00
Educational Staffing - \$21,500.00

Two seasonal part time staff employees for Nature Center educational programming/summer camps at \$10.76/hr X 1998 hrs

Animal Care Staffing - \$5,000.00

Seasonal animal care part time staff employees at \$10.00/hr X 500 hrs

Measurable Goals: To provide educational programs and summer camps; to provide animal care for native collection

2. **Educational Supplies/Equipment/Advertisement/Training** - \$15,000.00

- Education program/summer camp supplies
- Educational programming/summer camp advertisement
- Staff training and development - workshops/seminars/continuing education/certifications/rabies vaccinations

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

3. **Animal exhibits/habitats/supplies/signage** - \$18,500.00

- Exhibit/habitat/supplies facilities/signs maintenance and upgrades
- Measurable Goals:** To maintain and make necessary aesthetic and functional improvements to current animal exhibits/habitats/supplies facilities; maintain/upgrade exhibit/habitat signage

Rowan Wild Proposed Budget 7/1/2020-6/30/2021

Total Amount Granted: \$60,000.00

4. **Part Time Staffing** – \$26,500.00

Educational Staffing - \$21,500.00

Two seasonal part time staff employees for Nature Center educational programming/summer camps at \$10.76/hr X 1998 hrs

Animal Care Staffing - \$5,000.00

Seasonal animal care part time staff employees at \$10.00/hr X 500 hrs

Measurable Goals: To provide educational programs and summer camps; to provide animal care for native collection

5. **Educational Supplies/Equipment/Advertisement/Training** - \$15,000.00

- Education program/summer camp supplies
- Educational programming/summer camp advertisement
- Staff training and development - workshops/seminars/continuing education/certifications/rabies vaccinations

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

6. **Animal exhibits/habitats/supplies/signage** - \$18,500.00

- Exhibit/habitat/supplies facilities/signs maintenance and upgrades
- Measurable Goals:** To maintain and make necessary aesthetic and functional improvements to current animal exhibits/habitats/supplies facilities; maintain/upgrade exhibit/habitat signage

Attachment C
Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with the all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND

North Carolina Department of Natural and Cultural Resources – Grants to Non-State Entities

Rowan County Nature Center and Wildlife Adventures
6800 Bringle Ferry Road
Salisbury, NC 28146

Attn: Bob Pendergrass
2020-21 Allocation: \$60,000.00

Purpose: Appropriation to support programmatic and general operating expenses. Award amounts of less than \$100,000 shall be made in one payment.

Part A. TO BE COMPLETED BY ALL RECIPIENTS

1. Contact's Name: James Howden Telephone: 704-216-8178
2. Contact's Position in Organization: Finance Director
3. Federal Identification Number: 56-6000336
4. Kind of Organization: Corporation ____ Trust ____ Partnership ____ Government X ____
Unincorporated Association ____ Other ____
5. Match Required (Circle One): Yes/No No On a ____ to ____ basis.
6. Fiscal Year of Non-State Entity (e.g. year ending June 30, December 31, other) June 30

=====

Part B. TO BE COMPLETED BY ALL RECIPIENTS. FORM MUST BE NOTARIZED

Signature of individual making request

Notary Public (official seal)

Date Notarized

Return this form to:
Nicole Coscolluela
Head of NC Science Museums Grant Program
NC Museum of Natural Sciences
11 West Jones Street
Raleigh, NC 27601
919-707-9963

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: February 4, 2020
SUBJECT: CRF Expenditure Report

Please see attached CRF Expenditure report for February 2021.

Please approve the attached CRF Expenditure Report to be filed with the State by February 20, 2021. All expenditures for invoices listed on the Report were paid for COVID-related purposes and meet the requirements of the CRF legislation.

ATTACHMENTS:

Description	Upload Date	Type
CRF Expenditure Report - February 2021	2/4/2021	Backup Material

**ATTACHMENT C-2: NCPRO Coronavirus grant
Monthly Reimbursement Request**

Recipient Name or Subrecipient Name	Date of Invoice, payroll, or service,	Employee Name or Vendor Name or Contractor	Employee ID Number or Invoice Number	Employee Title or Description of Item Purchased	Required Monthly Hours Worked or Total Invoice Amount	Actual Employee Hours Dedicated to COVID or Invoice Quantity or # of Patients Served	Employee Expenses (Payroll and benefits cost for employee that are dedicated to COVID- 19)	Other Service Expenses (e.g. utilities, telephone, data, lease related expenses)	Goods Expenses (e.g. supplies, PPE)	Equipment Expenses	Other Expenses (e.g. related charges not assigned in columns H-M and described by recipient, such as, patient services)	TOTAL Expenditures
Rowan County	1/4/2021	MAKO	6784	COVID Testing	\$ 52,105.00						52,105.00	52,105.00
Rowan County												-
Rowan County	1/29/2021	The Barn at Cedar Hill, LLC	Grant # 186507083	Small Business Grant	\$ 3,500.00						3,500.00	3,500.00
Rowan County	1/29/2021	Salisbury Emporium	Grant # 186525534	Small Business Grant	\$ 3,500.00						3,500.00	3,500.00
Rowan County	1/29/2021	Salon Arabella - Shantel Blackwelder	Grant # 186548391	Small Business Grant	\$ 3,500.00						3,500.00	3,500.00
Rowan County	1/29/2021	Salon Arabella - Annie Deal	Grant # 186552607	Small Business Grant	\$ 3,500.00						3,500.00	3,500.00
Rowan County	1/29/2021	Grievous Gallery, LLC	Grant # 186572135	Small Business Grant	\$ 3,500.00						3,500.00	3,500.00
Rowan County	1/29/2021	Millbridge Racing, LLC	Grant # 186574142	Small Business Grant	\$ 3,500.00						3,500.00	3,500.00
Rowan County	1/29/2021	Embellish Boutique	Grant # 186650574	Small Business Grant	\$ 3,500.00						3,500.00	3,500.00
Rowan County	1/29/2021	Rhino Barbers	Grant # 186676241	Small Business Grant	\$ 3,500.00						3,500.00	3,500.00
Rowan County												-
Rowan County	12/30/2020	McKesson Medical -Surgical Inc.	17281134	49cu. Ft Pharmaceutical Refrig	\$ 6,991.88					\$ 6,572.08		6,572.08
Rowan County	12/31/2020	Apple Inc.	AE12118717	30 Mac Book Air Laptops-Telework Expansion	\$ 28,857.90					\$ 26,970.00		26,970.00
Rowan County	12/13/2020	Verizon Wireless	9869096625	Cell Phone Service-Emergency Services	\$ 9,550.63			\$ 92.82				92.82
Rowan County	12/31/2020	Zoom Video Communications	INV60385347	Zoom-21 Licenses for Health Dept and Info Techn	\$ 2,136.13			\$ 1,017.21				1,017.21
Rowan County	12/14/2020	Pro Tint Inc	149284	Tinting for windows at Telecom for Zoom rooms	\$ 1,572.90						\$ 1,470.00	1,470.00
Rowan County												-
Rowan County	12/17/2020	Home Depot	Order # WJ26082379	Paint-Vaccine distribution supplies	\$ 92.06				\$ 86.04			86.04
Rowan County	12/16/2020	Amazon Webstaurant	112-2801610-4643443	Cryogenic gloves-Vaccine distribution supplies	\$ 318.58				\$ 297.74			297.74
Rowan County	12/17/2020	Amazon Webstaurant	112-8066439-2320232	Various supplies needed for vaccine distribution	\$ 525.74				\$ 491.35			491.35
Rowan County	12/15/2020	Amazon	113-3336994-0687468	3 ipads	\$ 1,473.39				\$ 1,377.00			1,377.00
Rowan County	12/15/2020	Best Buy	Order # B8Y01-806396404534	2 ipads	\$ 1,198.38				\$ 1,119.98			\$ 1,119.98
Rowan County	12/18/2020	Quality Cleaners	Claim ticket 3519	Clearn COVID Community Paramedics uniforms	\$ 59.92			\$ 56.00				56.00
Rowan County	12/23/2020	Quality Cleaners	Claim ticket 3547	Clearn COVID Community Paramedics uniforms	\$ 48.68			\$ 45.50				45.50
Rowan County	12/30/2020	Lowe's Hardware	70562	64-Gallon tote with latching lid-vaccine distribution supplies	\$ 329.15				\$ 307.62			307.62
Rowan County												-
Rowan County												
							\$ -	\$ 1,211.53	\$ 3,679.73	\$ 33,542.08	\$ 81,575.00	\$ 120,008.34

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: 2/5/2021
SUBJECT: Purchase of Transportation Vans

Please see attached purchase requisitions from the Rowan Transit System to purchase three transportation vans..

Please consider the attached purchase requisitions from the Rowan Transit System to purchase three transportation vans. The vans will be purchased off of NC State Contract.

ATTACHMENTS:

Description	Upload Date	Type
Purchase of Transportation Vans	2/5/2021	Cover Memo



ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144

704.216.8170

www.rowancountync.gov

James M. Howden, CPA | Finance Director

Memorandum

To: Rowan County Board of Commissioners
Aaron Church, County Manager

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

Re: Approval to Purchase Three Vans for Rowan Transit System

Date: February 5, 2021

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Carolina Thomas, LLC has each agreed to extend to the County the same price and terms set forth in its contract with the North Carolina Department of Transportation for the purchase of three transit vans. The cost of the vehicles, excluding taxes, is \$165,874.

Attached are the proposed purchase orders and North Carolina Department of Transportation CTP order forms. The purchase of the vehicles is within the approved fiscal year 2021 budget.

Staff's Recommendation: Rowan Transit System and the Finance Department recommend that a contract be awarded to Carolina Thomas, LLC for the purchase of three transit vans at a cost, excluding taxes, not to exceed \$165,874.



ROWAN COUNTY PURCHASE ORDER

130 West Innes Street
Salisbury, NC 28144
Phone (704) 216-8170 Fax (704) 216-8110
Federal Tax ID No. 56-6000336

NOT VALID WITHOUT NUMBER	
PURCHASE ORDER #	
For Finance Dept use only	

VENDOR NAME:	Carolina Thomas, LLC	VENDOR #:	11259
DEPARTMENT:	Rowan Transit System	PREPARED BY:	Kristy Cowden
SHIP TO:	Rowan Transit System	DATE:	1/21/2021

DATE REQUIRED:	ASAP
----------------	------

ACCOUNT NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1154520-575035	2	2021 Ford E350 Cutaway Chassis 20' LTV	56,494.00	112,988.00
		Metal Body without wheelchair lift		-
		Elkhart Coach - To include reverse alarm		-
		system, pre-wiring for 4-camera surveillance		-
		system, 2 emergency windows, emergency		-
		full vision rear exit door, fire extinguisher, first		-
		aid kit, back up camera, roof top mounted		-
		strob light, driver's side step w/grab bar		-
		Braun Century NCL1000(F)IB3454HB-2 fully		
		automatic side mounted wheelchair lift,		
		lift platform is 34" x 54"		
				-
1154520-575035	2	Auxiliary Round Red Brake Lights	116.00	232.00
	2	Auxiliary Amber Strobe at Rear Door	41.00	82.00
				-
				-
				113,302.00
S & H				
				113,302.00

ORDER WILL BE PLACED BY: (check one) ☐ FAX ☐ MAIL ☐ PHONE ☒ INTERNET

ORDERS \$5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES

(Enter preferred quote information above)

VENDOR NAME:	VENDOR NAME:	VENDOR NAME:
VENDOR #:	VENDOR #:	VENDOR #:
PHONE #:	PHONE #:	PHONE #:
TOTAL QUOTE:	TOTAL QUOTE:	TOTAL QUOTE:

COMMENTS: 1 replacement vehicle under State Contract Bld No. 201600503
5311 Community Transportation Grant 21-CT-037

By signing below, I verify there are sufficient funds in the designated account(s) for the purchase.

AUTHORIZED PERSONNEL

DATE

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice. Rowan County is not sales tax exempt.

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

Finance Director
NOT VALID WITHOUT SIGNATURE

Purchasing Agent
NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL

DATE

**FY21 CTP REPLACEMENT CAPITAL
2021 20 FT. LIGHT TRANSIT VEHICLE (LTV) WITH LIFT ORDER FORM
ELKHART COACH METAL BODY**

Send to: CAROLINA THOMAS, LLC
6327 Burnt Poplar Road
Greensboro, NC 27409
800-440-3492; 336-851-1718

Vendor No.: 20-1616029

FAX: 336-856-1250

ATTN: Lance Hill

e-mail: lhill@carolinathomas.com

C546

Re: Bid no. 201600503
N.C. Department of Transportation/Public Transportation Division

P.O. No.:

Project No.:

Order Date:
(date order placed with vendor)

From:

Contact:

e-mail:

(phone number)

(FAX number)

VEHICLE ORDER

Base vehicle price:

Quantity	Item no.	Description	Base Unit Cost	Total Cost
2	A-2	Lift - 2 rear wc station-plan A2	\$ 58,494.00	\$ 112,988.00
Options-Itemized				
0	1	Lettering	\$ 204.00	\$ -
0	2	Logo -labor only.	\$ 11.00 ea./logo	\$ -
2	3	Auxiliary Round Red Brake Lights	\$ 116.00	\$ 232.00
2	4	Auxiliary Amber Strobe at Rear Door	\$ 41.00	\$ 82.00
0	5	Donation Farebox, small aprox 8"x8"x8"	\$ 516.00	\$ -
0	6	6.0L GM Gas Powered Engine	\$ 1,609.00	\$ -
0	7	Transign destination sign - electronic	\$ 6,904.00	\$ -
0	8	Passenger pull cord stop request	\$ 506.00	\$ -
0	9	Jensen P.A. System w/ 2 speakers	\$ 178.00	\$ -
0	10	Telma Brake Retarder	\$ 7,067.00 *	\$ -
0	11	Bike Rack (stainless steel)	\$ 2,796.00 **	\$ -
0	12	Add'l Emergency Window Exits (up to 3)	\$ 100.00 ea.	\$ -
Non-Participating Options (local cost only):				
0	13		\$ -	\$ -
0	14		\$ -	\$ -
0	15		\$ -	\$ -
0	16		\$ -	\$ -
0	17		\$ -	\$ -

*available to systems in the mountain areas; must have enough in budget to cover cost

** you must have budgeted for this in your application to order this item.

EXTERIOR COLOR: The basic body of the Elkhart Coach ECII is white.

INTERIOR SEATING SELECTION: CODE:

*Seat coverings are listed after options on page 4

Lettering Information:
(System Name & Phone No.)

Color and Style of 6" lettering:

Striping/Tu-Tone Information: Striping (1 code): Tu-Tone (2 codes): #1: #2:

Vehicle to be titled to:

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on Insp. form).

**20 FT. LTV - METAL BODY
SPECIFICATION AND PRICING INFORMATION**

Chassis:

2021 Ford E350 cutaway chassis with 6.8L, V-10 gasoline engine; 11,500 lb. GVWR; 93.5" overall width; 115.5" overall height; 252" length; 138" wheelbase; 4,600 lbs. front axle/ 7,800 lbs. rear axle/ 4:10 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 5-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 40 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1300 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision (cables not provided); all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers

Body:

Elkhart Coach has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Tarabus transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; Backup camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 35,000 BTU's and rear a/c, 60,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/ web cutter; warning reflectors; and roof top mounted strobe light.

Wheelchair lift (meets all requirements of the American with Disabilities Act and the FMVSS):

Braun Century NCL1000(F)IB3454HB-2, fully automatic side mounted wheelchair lift; lift platform is 34"x 54"; minimum of 2 wheelchair stations offered; Q'Straint QRT-360 4-point wheelchair tie-down system and 3-point passenger restraint systems; six Q'Straint Quick straps; and backup manual over-ride system. A handrail restraint (belt) between the two handrails will be provided for extra security for passengers.

Warranty:

Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford/GM)
Power Train - 5 years/60,000 miles (Ford/GM)
Chassis Corrosion warranty - 5 years/ unlimited miles (Ford); 5 years/ 100,000miles (Chevy)
Body Conversion warranty - 3 years/36,000 miles (Elkhart)
Body Structure warranty - 5 years/75,000 miles (Elkhart)
Air Conditioning (add on unit) - 24 months (ProAir ACT System)
Tire Warranty - 50,000 miles
Wheelchair lift - 5 years Limited Warranty (Braun)

DELIVERY: Approximately 120 days from receipt of chassis

TERMS: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).

Light Transit Vehicle seating arrangements:

Item/Diagram number and base price

A2	Wheelchair lift vehicle - side-rear location; 6 forward facing passenger seats, 1 double foldaway bench seat with 2 wheelchair/mobility aid device stations	\$ 56,494.00
----	--	--------------

FLOOR PLAN: See Tab label at bottom - A-2 FLOOR PLAN

Options:

Item #		
1.	Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form 4" letters and numbers will be used on both sides of van	\$ 204.00
2.	Logo - System must provide decal; price is for labor only.	\$ 11.00 ea./logo
3.	Auxiliary Round Red LED Brake Lights - two round 7" brake lights; one on each side of vehicle above OEM brake lights.	\$ 116.00
4.	Auxiliary Amber Strobe light; located either above rear door or to the right of door. Light shall be wired to illuminate when vehicle is stopped and front door is opened. This strobe is not the same as standard strobe on top of vehicle.	\$ 41.00
5.	Donation Farebox, small aprox 8"x8"x8"	\$ 516.00

6.	6.0L GM Gas Powered Engine. Price includes Chevy Chassis	\$ 1,609.00
7.	Destination sign-Transign D-21004, electric, furnished with minimum of 15 destinations: Front and side <i>*Destination sign is only available for fixed route and deviated fixed route vehicles.</i>	\$ 6,904.00
8.	Passenger pull cord stop request <i>*Passenger signal is only available for fixed route vehicles.</i>	\$ 506.00
9.	Jensen P.A. System with 2 speakers meets ADA <i>*PA system is only available for fixed route or deviated fixed route vehicles.</i>	\$ 178.00
10.	Telma brake retarder - for mountain areas only (agency must have budgeted appropriate amount in application to order this option)	\$ 7,067.00
11.	Bike Rack - Sportsworld stainless steel bike rack mounted on front of bus (agency must have budgeted appropriate amount in application to order this option, however this option can be ordered as non-participating option if system did not budget for it)	\$ 2,796.00
12.	Additional Emergency Window Exits - order up to 3 more on vehicle	\$ 100.00 ea.

Non-Participating Options (local cost only)

NOTE: THE FOLLOWING OPTIONS ARE NOT ELIGIBLE FOR STATE/FEDERAL PARTICIPATION.

13.	Ford Chassis Service/Parts manual/CD only	N/A
14.	GM Manufacturer Service/Parts manual/CD only	N/A
15.	Alternative Fuel - Propane Bi-Fuel Conversion Kit Option (Ford)	\$ 9,637.00
16.	Hubometer	\$ 86.00
17.	Paint, trim, two-tone, and logo options: <i>*prices listed are maximum costs; please contact vendor for quote for your system.</i> a) Striping - <i>includes paint and labor; indicate color and location on vehicle</i> b) Striping - <i>includes vinyl trim and labor; indicate color and location on vehicle</i> c) Two-tone - <i>includes paint and labor; indicate color(s) and location on vehicle</i> d) Two-tone - <i>includes vinyl trim and labor; indicate color(s) and location on vehicle</i> e) Logo - <i>includes paint and labor; provide design copy and location on vehicle</i> <i>*Striping (1 color) and Tu-tone (2 colors) Option: contact vendor for details.</i>	\$ 305.00 \$ 305.00 \$ 407.00 \$ 407.00 N/A
18.	Additional 24" seat belt extender (<i>*note 2-24" are included with each vehicle</i>)	\$ 25.00 each
19.	Additional Q'Straint Quick Straps. (6 Quick straps are std. with vehicle)	\$ 5.00 each
20.	Twin Vision Digital Mobilite Electronic destination sign: Front Side	\$ 4,019.00 \$ 4,019.00
21.	Diamond NV Farebox with extra vault	\$ 1,526.00
22.	Genfare Pacemaker Farebox with extra vault	\$ 2,174.00
23.	GFI Odyssey Validating Electronic Farebox	\$ 26,107.00
24.	Sony P.A. system AM/FM/CD w 4 speakers meets ADA	\$ 305.00
25.	Clever Devices AVA	\$ 43,794.00
26.	Touch Tape stop request signal system	\$ 885.00
27.	Fogmaker suppression system	\$ 3,714.00
28.	Jomarr Fire suppression system	N/A
29.	Amerex Fire suppression system	\$ 2,315.00
30.	USSC G-2E-LP adjustable driver's seat with arm rest	\$ 1,981.00
31.	USSC G-2E-LP adjustable driver's seat with arm rest and air suspension	\$ 2,286.00
32.	Recaro Ergo LXS adjustable driver's seat	\$ 1,072.00
33.	Freedman Double Three step-foldaway bench seats in lieu of a permanent forward facing seat	\$ 374.00
34.	Freedman Integrated Child Seat (ICS) that replaces forward facing bench seat	\$ 563.00
35.	Freedman Featherweight High Back seats in lieu of standard mid back permanent forward facing seats (includes appropriate foldaway seats).	\$ 615.00

36.	Upgraded LTV door frame to 14 ga. stainless steel	\$ 1,458.00
37.	Upgraded LTV stepwell to 14 ga. stainless steel with 10 ga. steps	\$ 614.00
38.	Seon Wireless 4 Cameras/DVR system - Seon Trooper TL4	\$ 4,078.00
39.	HawkEye warning System - alarm detects objects behind vehicle	\$ 734.00
40.	Upgraded automatic heated side mirrors w/ turn signal- Rosco	\$ 221.00
41.	OEM engine block heater option	\$ 458.00
42.	Extended Warranty Option Plan	N/A

Exterior Color: The basic body of the Elkhart Coach EC II is white.

Seat Fabric and Color: Interior panels will be a light gray. Seating is available in either vinyl or cloth; selections are listed below. Choose one and indicate selection on order form. Include type, color and code number.

http://www.freedmanseating.com/fabrics/level_3/

Vinyl Covering Colors
Level 3 - Predictions & Cameo
(607) Predictions Claret
(588) Cameo Ivy
(595) Predictions Silversurf
(600) Clipper Blue
(610) Predictions Misty Bay
(612) Predictions Indigo

Fabric Covering Colors
Level 3 - Regions Fabric (Solid Color)
(48301) Pacific Rosa
(48302) Pacific Dk. Blue
(48303) Pacific Navy
(48304) Pacific Green
Level 3 - Regions Fabric (Tweed Fabrics)
(48701) Midwest Merlot
(48801) Midwest Bluette
(48802) Midwest Pippin
(48803) Midwest Bluette
(48804) Midwest Blackberry
(48306) Pacific Grey

**FY21 REPLACEMENT CTP CAPITAL
2021 20 FT. WITHOUT LIFT LIGHT TRANSIT VEHICLE (LTV) ORDER FORM
ELKHART COACH METAL BODY**

Send to: CAROLINA THOMAS, LLC
6327 Burnt Poplar Road
Greensboro, NC 27409
800-440-3492; 336-851-1718

Vendor No.: 20-1616029

FAX: 336-856-1250

ATTN: Lance Hill

e-mail: lhill@carolinathomas.com

G543

VENDOR
11259

Re: Bid no. 201600503
N.C. Department of Transportation/Public Transportation Division

P.O. No.:

Project No.: 21-CT-037

Order Date:
(date order placed with vendor)

From: Rowan County
130 West Innes St. Salisbury, NC 28144
(grant applicant/recipient)
704-216-7753 704-216-7978
(phone number) (FAX number)

Contact: Valerie Steele
e-mail: Valerie.Steele@rowancountync.gov

VEHICLE ORDER

Base vehicle price:

Quantity	Item no.	Description	Base Unit Cost	Total Cost
1	A-1	13 pass. - plan A-1	\$ 52,415.00	\$ 52,415.00
ALL OPTIONS ARE NON-PARTICIPATING				
0	1	Lettering	\$ 204.00	\$ -
0	2	Logo -labor only.	\$ 11.00 ea./logo	\$ -
1	3	Auxiliary Round Red Brake Lights	\$ 116.00	\$ 116.00
1	4	Auxiliary Amber Strobe at Rear Door	\$ 41.00	\$ 41.00
0	5	Donation Farebox, small aprox 8"x8"x8"	\$ 516.00	\$ -
0	6	6.0L GM Gas Powered Engine	\$ 1,609.00	\$ -
0	7	Telma Brake Retarder	\$ 7,067.00 *	\$ -
0	8	Add'l Emergency Window Exits (up to 3)	\$ 100.00 ea.	\$ -
0	9	Bike Rack (stainless steel)	\$ 2,796.00 **	\$ -
Non-Participating Options (local cost only):				
0	10		\$ -	\$ -
0	11		\$ -	\$ -
0	12		\$ -	\$ -
0	13		\$ -	\$ -
0	14		\$ -	\$ -

** you must have budgeted for this in your application to order this item.

EXTERIOR COLOR: The basic body of the Elkhart Coach ECII is white.

INTERIOR SEATING SELECTION: CODE:

*Seat coverings are listed after options on page 3

Lettering information:
 (System Name & Phone No.)
 Color and Style of 4" lettering:
 Striping/Tu-Tone Information: Striping (1 code): Tu-Tone (2 codes): #1: #2:
 Vehicle to be titled to:

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

20 FT. LTV - METAL BODY SPECIFICATION AND PRICING INFORMATION

Chassis:

2021 Ford E350 cutaway chassis with 6.8L, V-10 gasoline engine; 11,500 lb. GVWR; 93.5" overall width; 115.5" overall height; 252" length; 138" wheelbase; 4,600 lbs. front axle/ 7,800 lbs. rear axle/ 4:10 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 5-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 40 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1300 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision (cables not provided); all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers

Body:

Elkhart Coach has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Tarabus transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; Backup camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 35,000 BTU's and rear a/c, 60,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors; and roof top mounted strobe light.

Warranty:

Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford/Chevy)
 Power Train - 5 years/60,000 miles (Ford/Chevy)
 Chassis Corrosion warranty - 5 years/ unlimited miles (Ford)
 Chassis Corrosion warranty - 5 years/ 100,000 miles (Chevy)
 Body Conversion warranty - 3 years/36,000 miles (Elkhart)
 Body Structure warranty - 5 years/75,000 miles (Elkhart)
 Air Conditioning (add on unit) - 24 months (Pro Air)
 Tire Warranty - 50,000 miles

DELIVERY: Approximately 120 days from receipt of chassis

c) Two-tone - <i>includes paint and labor; indicate color(s) and location on vehicle</i>	\$ 407.00
d) Two-tone - <i>includes vinyl trim and labor; indicate color(s) and location on vehicle</i>	\$ 407.00
e) Logo - <i>includes paint and labor; provide design copy and location on vehicle</i>	Not Avail
<i>*Striping (1 color) and Tu-tone (2 colors) Option: Contact Carolina Thomas for details.</i>	
18. Additional 24" seat belt extender (<i>*note 2-24" are included with each vehicle</i>)	\$ 25.00 each
19. Diamond NV Farebox	\$ 1,526.00
20. Genfare Pacemaker Farebox	\$ 2,174.00
21. Fogmaker suppression system	\$ 3,714.00
22. Jomarr Fire suppression system	Not Avail
23. Amerex Fire suppression system	\$ 2,315.00
24. Freedman Integrated Child Seat that replaces forward facing bench seat	\$ 563.00
25. Freedman Double Three step-foldaway bench seats in lieu of a permanent forward facing seat	\$ 374.00
26. Freedman Featherweight High Back seats in lieu of standard mid back permanent forward facing seats (includes appropriate foldaway seats).	\$ 901.00
27. Upgraded LTV door frame to 14 ga. stainless steel	\$ 1,458.00
28. Upgraded LTV stepwell to 14 ga. stainless steel with 10 ga. Steps (Item 2.4.7)	\$ 614.00
29. Seon Wireless 4 Cameras/DVR system - Seon Trooper TL4	\$ 4,078.00
30. OEM engine block heater option	\$ 458.00
31. Upgraded automatic heated side mirrors w/ turn signal- Rosco	\$ 221.00
32. Extended Warranty Option Plan 1- Upon Request with Time and Mileage	Aftermarket

Exterior Color: The basic body of the Elkhart - Coach ECI is white.

Seat Fabric and Color: Interior panels will be a light gray. Seating is available in either vinyl or cloth; selections are listed below. Choose one and indicate selection on order form. Include type, color and code number.

http://www.freedmanseating.com/fabrics/level_3/

Vinyl Covering Colors
<u>Level 3 - Predictions & Cameo</u>
(607) Predictions Claret
(588) Cameo Ivy
(595) Predictions Silversurf
(600) Clipper Blue
(610) Predictions Misty Bay
(612) Predictions Indigo

Fabric Covering Colors
<u>Level 3 - Regions Fabric (Solid Color)</u>
(48301) Pacific Rosa
(48302) Pacific Dk. Blue
(48303) Pacific Navy
(48304) Pacific Green
<u>Level 3 - Regions Fabric (Tweed Fabrics)</u>
(48701) Midwest Merlot
(48803) Midwest Bluette
(48804) Midwest Blackberry
(48802) Midwest Pippin
(48306) Pacific Grey

TERMS: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).

Light Transit Vehicle seating arrangements:
Item/Diagram number and base price

A1 13 Passenger vehicle \$ 52,415.00

FLOOR PLAN: See Tab label at bottom - A-1 FLOOR PLAN

Options:

Item #

- | | | |
|----|---|--------------------------|
| 1. | Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form
4" letters and numbers will be used on both sides of van | <u>\$ 204.00</u> |
| 2. | Logo - System must provide decal; price is for labor only. | <u>\$ 11.00</u> ea./logo |
| 3. | Auxiliary Round Red LED Brake Lights - two round 7" brake lights; one on each side of vehicle above OEM brake lights. | <u>\$ 116.00</u> |
| 4. | Auxiliary Amber Strobe light; located either above rear door or to the right of door. Light shall be wired to illuminate when vehicle is stopped and front door is opened. This strobe is not the same as standard strobe on top of vehicle. | <u>\$ 41.00</u> |
| 5. | Donation Farebox, small approx 8"x8"x8" | <u>\$ 516.00</u> |
| 6. | 6.0L GM Gas Powered Engine. Price includes Chevy Chassis | <u>\$ 1,609.00</u> |
| 7. | Telma brake retarder - for mountain areas only | <u>\$ 7,067.00</u> |
| 8. | Additional Emergency Window Exits - order up to 3 more on vehicle | <u>\$ 100.00</u> ea. |
| 9. | Bike Rack - Sportsworld DL2 bike rack mounted on front of bus
(agency must have budgeted appropriate amount in application to order this option, however this option can be ordered as non-participating option if system did not budget for it) | <u>\$ 2,796.00</u> |

Non-Participating Options (local cost only)

NOTE: THE FOLLOWING OPTIONS ARE NOT ELIGIBLE FOR STATE/FEDERAL PARTICIPATION.

- | | | |
|-----|---|--------------------|
| 10. | Ford Chassis Service manual/CD only | <u>Not Avail</u> |
| 11. | Ford Manufacturing Parts manual/CD only | <u>Not Avail</u> |
| 12. | Chevy Chassis Service manual/CD or Paper | <u>Not Avail</u> |
| 13. | Chevy Manufacturing Parts manual/CD or Paper | <u>Not Avail</u> |
| 14. | Alternative Fuel - Propane BI-Fuel Conversion Kit Option (Ford) | <u>\$ 9,637.00</u> |
| 15. | USSC G2E-LP adjustable driver's seat | <u>\$ 1,981.00</u> |
| | a) Arm rest-right side | <u>std.</u> |
| | b) Air suspension option | <u>\$ 2,286.00</u> |
| 16. | Recaro Ergo LXS adjustable driver's seat | <u>\$ 1,072.00</u> |
| 17. | Paint, trim, two-tone, and logo options: <i>*prices listed are maximum costs; please contact Carolina Thomas for quote for your system.</i> | |
| | a) Striping - <i>includes paint and labor; indicate color and location on vehicle</i> | <u>\$ 305.00</u> |
| | b) Striping - <i>includes vinyl trim and labor; indicate color and location on vehicle</i> | <u>\$ 305.00</u> |

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, Planner
DATE: 2/5/2021
SUBJECT: Schedule Public Hearing for CUP 01-21 for March 1 2021

Tammy Baucom is requesting a conditional use permit to accommodate a 960 sq.ft. residential storage facility on Tax parcel 644 104. The proposed structure would be for storage of her boat and other personal property, and is located in the subdivision in which they are moving to.

Set Quasi-judicial hearing for March 1, 2021.

ATTACHMENTS:

Description	Upload Date	Type
Application	2/5/2021	Cover Memo
Staff Report	2/5/2021	Cover Memo
Site Plan	2/5/2021	Cover Memo
Evaluation Criteria	2/5/2021	Cover Memo
GIS Map	2/10/2021	Cover Memo



Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # CUP
Date Filed 2/5/21
Received By Asm
Amount Paid \$200
Office Use Only

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Tammy Baucom
Signature: Tammy Baucom
Phone: 704-307-9759 Email: BeachezRme@aol.com
Address: 326 Pleasant Cove Rd Salisbury, NC

APPLICANT / AGENT INFORMATION:

Name: Tammy Baucom
Signature: Tammy Baucom
Phone: 704-307-9759 Email: BeachezRme@aol.com
Address: 326 Pleasant Cove Rd Salisbury, NC

PROPERTY DETAILS:

Tax Parcel: 64404 Zoning District: _____
Date Acquired: 03/16 Deed Reference: Book 0675 Page 0004
Property Location: 0 Pleasant Cove Rd
Size (sq. ft. or acres): 1.03 Street Frontage: 210
Current Land Use: open field - park boat trailers

Surrounding Land Use: North Residential
South Vacant
East Vacant
West Residential

PURPOSE & SECTION:

State purpose of conditional use permit:

residential storage

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

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 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: February 5, 2021
RE: **CUP 01-21**

SUGGESTED BOARD OF COMMISSIONERS ACTION

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

REQUEST

Tammy Baucom is requesting a conditional use permit to accommodate a 960 sq.ft. residential storage facility on Tax parcel 644 104. The proposed structure would be for storage of her boat and other personal property, and is located in the subdivision in which they are moving to.

CONDITIONAL 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 jointly between the lot owners of lots 23-37 of Pleasant Cove.
- b. **The structure shall be of compatible construction with surrounding area.** The applicant proposes a metal building, which is common in the subdivision
- c. **The maximum size allowed is three thousand (3,000) square feet.** The proposed building is 960 Sq.Ft. combined with an existing canopy of approximately 600 Sq Ft brings the total square footage of structures to approximately 1,600 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 .76 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 30' front, 10' side, and 10' 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 Pleasant Cove Rd.
- 2. **The use will not significantly detract from the character of the surrounding area.** The proposed structure will be under the allowed 3,000 sq.ft. limit for residential storage facilities. There are similar type structures on other lots on the subdivision
- 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 closest house to the structure is approximately 150' away on the other side of Pleasant Cove Rd.

STAFF COMMENTS

- The zoning ordinance does not have specific language for a community storage facility in a residential subdivision. Staff decided that the residential

storage facility was the closest use that could meet the needs of the residents to have personal storage within their subdivision.

STAFF RECOMMENDATION

- Set Quasi-judicial hearing for March 1, 2021.



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 the product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor its agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

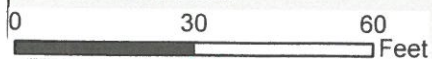
Building Dimensions

960 sqft

30' x 32'

Jammy Baucom
21572021

1 inch = 30 feet



Evaluation Criteria

Site will be accessed by Pleasant Cove Road into our neighborhood.

The storage building will be used solely for storage of boat, boating equipment and fishing equipment. There are other same type structures in the area.

All safety precautions will be taken in the storage of above said items. No hazardous chemicals will be stored.

The storage building will be used for storage of boating and fishing related items only. Not a workshop.

No items will be stored outside of building, no cars parked outside of building.

The use of this storage building will blend into the community as there are others similar.



CUP 1-21 Site Map



Legend

- | | | | |
|--|-----|--|---------|
| | RA | | MHP |
| | CBI | | Site |
| | RR | | Parcels |
| | IND | | |
| | NB | | |



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, Planner
DATE: 2/5/2021
SUBJECT: Schedule Public Hearing for Majority Road Name Petition for March 1 2021

Sara Wells has submitted a road name petition to name an un-named road located at the 750 Block of Coley Rd. Since the petition was not a unanimous petition there must be a public hearing to name the road. The proposed name for the road is Pop Eller Dr.

Schedule a public hearing for March 1st 2021

ATTACHMENTS:

Description	Upload Date	Type
Memo	2/5/2021	Cover Memo
GIS_Map	2/5/2021	Cover Memo
Petition	2/5/2021	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: February 5, 2021

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the **next available** County Commission meeting to consider and receive comment for the following road name request:

Proposed Name: Pop Eller Dr

Currently Known As: N/A

Location: 750 Block of Coley Rd.

Property Owners: Jimmie Eller, James Brodnik, Michael File, Shane Earnhardt, Evelyn Fowler, Patricia Faulkner, Raymond Kepley, Raymond Wagoner.

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: Pop Eller Drive
Second Choice: Redwood Drive
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:

(X) 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

Perpendicular to Coley Road

State road number(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." 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 [Signature]

Address 000 Coley Road - 18363890ACA54BD

City Salisbury

State NC

Zip 28146

Telephone: Home _____

Other _____

Tax map/parcel number 354189 & 354109

DATE: 1/8/2021

Road name agreed on:

1. Pop Eller Drive
2. Redwood Drive
3. _____

Signature, address and telephone number of PROPERTY OWNER:

1. SIGNATURE _____
Address 110 Walkers Park Circle
Salisbury NC 28146
Map _____ Parcel 354037
Phone #: _____

2. SIGNATURE _____
Address 775 Coley Road
Salisbury NC 28146
Map _____ Parcel 354112
Phone #: _____

3. SIGNATURE [Signature]
Address 735 Coley Road
Salisbury NC 28146
Map _____ Parcel 354110
Phone #: 704 779-3227

4. SIGNATURE [Signature]
Address Coley Road
Salisbury NC 28146
Map _____ Parcel 354187
Phone #: _____

5. SIGNATURE [Signature]
Address Coley Road
Salisbury NC 28146
Map _____ Parcel 354189
Phone #: 704-433-0668

6. SIGNATURE _____
Address 1025 Coley Road
Salisbury NC 28146
Map _____ Parcel 354035
Phone #: _____

7. SIGNATURE [Signature]
Address Coley Road
Salisbury NC 28146
Map _____ Parcel 354188
Phone #: 704-310-0476

8. SIGNATURE _____
Address _____
Map _____ Parcel _____
Phone #: _____

Coley Rd $\rightarrow$

Road to be named



1:4,632

0 200 400 800 Feet

0 0.035 0.07 0.14 Miles

Rowan County GIS

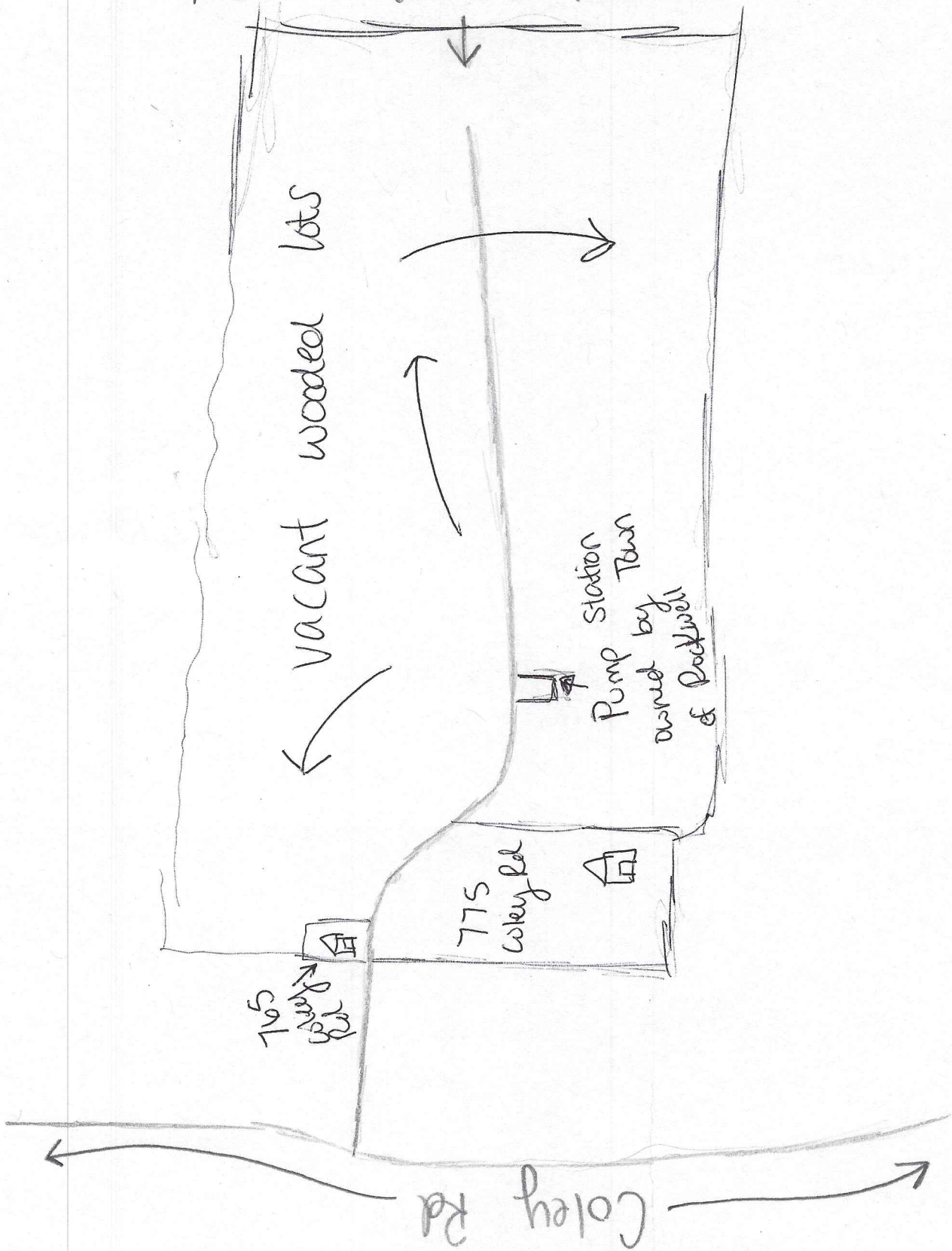
December 30, 2020

October 30, 2020
Coley Rd
Voluntary Agricultural Districts

Addressing Points

- BUSINESS**  **SCHOOL** 

Road to be named



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: February 4, 2020
SUBJECT: Procurement Policy Revision - Bond Requirement Threshold

The Finance Department and the County Manager's Office is requesting a revision to the existing Rowan County Procurement Policy related to the requirement of obtaining Performance and Payment bonds by vendors on construction projects.

We believe our current policy is more cumbersome and restrictive then North Carolina General Statute 44A-26 (attached) and we would like to be more in line with that statute.

Please consider this request to adjust Rowan County's Procurement Policy to reflect that the requirement of obtaining Performance and Payment bonds will be no more restricted then State Statute 44A-26.

ATTACHMENTS:

Description	Upload Date	Type
NC General Statute 44A-26	2/5/2021	Backup Material

§ 44A-26. Bonds required.

(a) When the total amount of construction contracts awarded for any one project exceeds three hundred thousand dollars (\$300,000), a performance and payment bond as set forth in (1) and (2) is required by the contracting body from any contractor or construction manager at risk with a contract more than fifty thousand dollars (\$50,000); provided that, for State departments, State agencies, and The University of North Carolina and its constituent institutions, a performance and payment bond is required in accordance with this subsection if the total amount of construction contracts awarded for any one project exceeds five hundred thousand dollars (\$500,000). In the discretion of the contracting body, a performance and payment bond may be required on any construction contract as follows:

- (1) A performance bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body that is constructing the project.
- (2) A payment bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor, or construction manager at risk is liable.

(b) The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the awarding of the construction contract. (1973, c. 1194, s. 1; 1983, c. 818; 1987 (Reg. Sess., 1988), c. 1108, s. 10; 1995, c. 367, s. 3; 2001-496, s. 7; 2010-148, s. 1.)

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: 2/5/2021
SUBJECT: Land Sustainability Plan Consultant

Please see attached memorandum and qualification package submitted by The University of Mount Olive Lois G. Britt Agribusiness Center for consulting services related to the Rowan County Land Sustainability Plan.

Please consider allowing the Cooperative Extension Director to negotiate a contract with The University of Mount Olive Lois G. Britt Agribusiness Center for consulting services related to the Rowan County Land Sustainability Plan.

ATTACHMENTS:

Description	Upload Date	Type
Land Sustainability Plan Consultant	2/9/2021	Cover Memo

Memorandum

To: Rowan County Board of Commissioners
Aaron Church, County Manager

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

Re: Request for Qualifications for Professional Consulting Services
Land Sustainability Plan

Date: February 5, 2021

After due advertisement, requests for statements of qualifications from qualified consulting firms for services related to developing a Land Sustainability Plan for Rowan County were received on February 3, 2021 by David Sifford, Purchasing Agent.

A qualifications package was received from only one firm, The University of Mount Olive Lois G. Britt Agribusiness Center. The Purchasing Agent and the Cooperative Extension Director reviewed the qualifications package. After this review, it is determined that University of Mount Olive Lois G. Britt Agribusiness Center would be a good fit for Rowan County on this Project. The qualifications package for University of Mount Olive is attached. The complete bid documents are on file in the Purchasing Office.

Staff's Recommendation: The Cooperative Extension Department and the Finance Department recommend a contract be negotiated with University of Mount Olive Lois G. Britt Agribusiness Center for consulting services related to the Land Sustainability Plan for Rowan County.

Rowan County, North Carolina
Qualifications for Professional Consulting Services for the
Farmland Preservation Plan



Lois G. Britt Agribusiness Center

Description and Background Information

The Lois G. Britt Agribusiness Center at the University of Mount Olive (UMO) was created in 2002 to conduct outreach education and provide services to farmers, agribusinesses, other partners and stakeholders within eastern North Carolina. Additionally, the Center's goal was to establish the traditional undergraduate academic programs at UMO. Since its inception, the Agribusiness Center has gained a reputation for providing educational opportunities both in and out of the classroom. The Agribusiness Center has received more than \$4 million in grant funding to offer education and outreach programming across North Carolina. Funding sources include local, state, and federal government agencies and private foundations.

The University of Mount Olive, Lois G. Britt Agribusiness Center has created 25 of the state's 64 farmland protection plans, also called agricultural development plans. These plans have provided each county with unique foundational knowledge, specific recommendations and key action steps focused on the preservation, viability, and sustainability of family farms. The Agribusiness Center has served as a key partner with counties to achieve many of the noted action steps and outreach program recommendations. Among these include farmland preservation and transition strategies, cost of community services studies, feasibility studies, cost-benefit economic studies, forestry education, and others.

The Lois G. Britt Agribusiness Center is within the School of Agriculture and Biological Sciences at the University of Mount Olive. The University has 300 students enrolled in fourteen academic programs within the School of Agriculture and Biological Sciences. The seventeen faculty and staff members and several additional part-time and contractual employees provide the academic offerings provided by the University. In addition to their primary responsibilities, these faculty and staff members participate in outreach events and opportunities led by the Agribusiness Center.

Relevant Experience of Key Principals and Staff

Dr. Sandy Maddox serves as Dean for the School of Agriculture and Biological Sciences at the University of Mount Olive. Dr. Maddox has worked at the University since 2007. She originally served as Associate Director for the Lois G. Britt Agribusiness Center. In this position Dr. Maddox led the grant and outreach efforts of the Center in addition to developing academic programs. Dr. Maddox has continually been

engaged in the outreach efforts and will serve as the authorized organizational representative for this project. In addition to this role, Dr. Maddox will serve as a reviewer and editor of the plan.

Mr. Edward Olive serves as Director for the Lois G. Britt Agribusiness Center at the University of Mount Olive. In this position, Mr. Olive leads and directs the outreach efforts of the School of Agriculture and Biological Sciences including grant-funded outreach projects. Mr. Olive has worked with the University of Mount Olive since 2012 and has worked with the Agribusiness Center for his entire career. If this proposal is accepted, Mr. Olive oversee the completion of the project and will edit the final plan. Mr. Olive will work with the project team to ensure successful completion.

Dr. W. Stan Dixon is an adjunct instructor and project coordinator for the UMO AgPrime cost-share project. Dr. Dixon has a great deal of experience in community development and agricultural projects. Dr. Dixon will serve as one of the primary authors for the Rowan County Farmland Preservation Plan. Dr. Dixon is an excellent interview facilitator and will ensure the plan is well informed with a representative sample of stakeholders.

Mr. Ed Emory is a project coordinator for the UMO AgPrime cost-share project. Mr. Emory has a wealth of experience with agricultural projects including farmland preservation plans. Mr. Emory will serve as one of the primary authors for the Rowan County Farmland Preservation Plan. Mr. Emory is well versed in creating strategic recommendations and achievable timelines to help counties advance their farmland preservation efforts.

Dr. Sandra Jane Maddox
University of Mount Olive
919-658-7682
Smaddox@umo.edu

Rank: Dean, School of Agriculture and Biological Sciences; Assistant Professor of Agricultural Education

Tenure/Non-tenure: Not applicable

Year Joined the Institution: 2007

I. Teaching and Professional Experience:

July 1, 2019 – Present, *Dean, School of Agriculture and Biological Sciences, Assistant Professor of AgriScience Education*, University of Mount Olive, Mount Olive, NC. Develop and expand undergraduate Bachelor of Science educational programs in Agribusiness, Agricultural Education, Animal Science, Environmental and Natural Resources, Plant Science, Veterinary Biosciences, Agricultural Production Systems, Extension and Outreach Education, Associate of Agriculture, Biology, Biomedical, Biotechnology and Ecological and Environmental Sciences. Develop and expand adult Bachelor of Arts educational programs in Agribusiness and Agricultural Communication and Leadership.

January 2014 – July 2019, *Chair, Agricultural Division, School of Arts and Sciences, Assistant Professor of AgriScience Education*, University of Mount Olive, Mount Olive, NC. Develop and continued expansion of undergraduate Bachelor of Science educational programs in Agribusiness, Agricultural Education, Animal Science, Environmental and Natural Resources, Plant Science, Veterinary Biosciences, Agricultural Production Systems, Extension and Outreach Education and Associate of Agriculture

April 2011 – July 2019, *Director, Lois G. Britt Agribusiness Center, Assistant Professor of AgriScience Education*, University of Mount Olive, Mount Olive, NC. Program focus is the delivery of impactful outreach education within rural and agricultural communities. Develop partnerships and provide trainings to support agricultural producer needs and diversification options. Provide developmental support for academic programs.

2010 –2011, *Interim Director of the Agribusiness Center, Assistant Professor of AgriScience Education*, Mount Olive College, Mount Olive, NC. Develop, expand and teach undergraduate education in Agricultural Education, Agribusiness, and Outreach and Extension Education. Develop and deliver outreach education for North Carolina Agribusinesses. Research and acquire development funding for the growth and expansion of Agribusiness Center and academic facilities and programs.

- 2007 – 2010, Associate Director of the Agribusiness Center, Assistant Professor of AgriScience Education**, Mount Olive College, Mount Olive, NC. Develop, expand and teach undergraduate education in Agricultural Education and Agribusiness. Develop and deliver outreach education for North Carolina Agribusinesses. Research and acquire development funding for the growth and expansion of Agribusiness Center and academic facilities and programs.
- 2003- 2007, Director, Division of Research Stations**, NC Department of Agriculture and Consumer Service and North Carolina State University, Raleigh, NC.
- 1998 – 2003, Assistant Director, Division of Research Stations**, NC Department of Agriculture and Consumer Services, Raleigh, NC.
- 1997 – 1998, Superintendent, Horticultural Crops Research Station**, NC Department of Agriculture and Consumer Services, Clinton, NC.
- 1993 – 1997, County Extension Director**, NC State University Cooperative Extension Service, Pender County Center, Burgaw, NC.
- 1989 – 1993, Horticultural Agent**, NC State University Cooperative Extension Service, Pender County Center, Burgaw, NC.
- 1977 - 1989 Agricultural Research Technician II**, NC State University, Soil Science Department, Raleigh, NC

II. Educational Background (include fields of specialization):

2001 *Ed. D.* North Carolina State University, Adult Education. *Determining Effective Communication Strategies for Agricultural Organizations to Provide Agricultural Producers the Knowledge Necessary to Promote Change and Adoption in the 21st Century.*

1987 *M.S.* North Carolina State University, Soil Science. *The Effect of Pre-harvest Calcium Nitrate Spray Applications on Elemental Concentration, Fruit Yield and Quality Factors of Peaches.*

1977 *B.S.* North Carolina State University, Conservation.

III. Professional Memberships

North Carolina Association of Teacher Educators
 North Carolina FFA Foundation
 North Carolina FFA Board Member
 North Carolina Agribusiness Council
 North Carolina Agricultural Consultants Association
 National Association of Colleges and Teachers of Agriculture [NACTA]
 Phi Kappa Phi Honor Society
 Research Center Administrators Society Soil Science Society of North Carolina
 Epsilon Sigma Phi 1994
 NC Cattlemen's Association
 North Carolina Pork Council

NC Aquaculture Association
Center for Environmental Farming Systems [CEFS]
North Carolina Agricultural Consultants Association
North Carolina Soil and Water Conservation Society, Hugh Bennett Chapter
Wayne County Cooperative Extension Advisory Board
Sampson County 4-H Extension Advisory Board
Sampson County Friends of Agriculture
Leadership Wayne Mount Olive College Society
North Carolina Forage and Grasslands Council
North Carolina Agricultural Communicators Association
North Carolina Working Lands Committee Member

EDWARD F. OLIVE

634 HENDERSON STREET • MOUNT OLIVE, NC 28365

919-658-7510 • EOLIVE@UMO.EDU

EDUCATION

North Carolina Agricultural and Technical State University Greensboro, NC

Doctorate of Philosophy Leadership Studies, May 2022

Regent University Virginia Beach, VA

Master of Business Administration: Major Concentration: Marketing, December 2016

Overall GPA: 3.73

University of Mount Olive (Formerly Mount Olive College) Mount Olive, NC

Bachelor of Science: AgriScience Education, May 2012

Overall GPA: 3.465

PROFESSIONAL EXPERIENCE

Director University of Mount Olive Agribusiness Center Mount Olive, NC
Aug 2019 – Present

- **Academic:** Advise new students, develop new programs, oversee educational opportunities at the Student Farm and other facilities. Serve as an adjunct instructor as needed.
- **Outreach:** Develop applications and partnerships to conduct outreach projects and experiences through the Center. Collaborate with faculty on research interests. Execute agreements and manage the projects and associated financial information.
- **Development:** Seek funding to support campus events, education, and other student and community opportunities and create partnerships with organizations to add new opportunities.

Associate Director University of Mount Olive Agribusiness Center Mount Olive, NC
Nov 2017 – Aug 2019

- Managed several agricultural grant outreach projects to benefit various agricultural stakeholders
- Directed advising activities for Agribusiness degree program and advise 60 undergraduate students
- Led social media and online marketing for the agricultural programs at UMO
- Represented the University and the agricultural programs at various regional, statewide and local events

Assistant Director *University of Mount Olive Agribusiness Center Mount Olive, NC*
July 2014 – Nov 2017

- Collaborated with the Director to accomplish goals and purposes of the Center
- Completed strategic planning and other activities and initiatives to further the growth and development of the agribusiness center
- Worked with agribusinesses, and other agricultural operations and agencies to develop programs and opportunities for stakeholders
- Attended meetings to increase the presence and understanding of the Center's offerings

Project Development Specialist *UMO Agribusiness Center Mount Olive, NC*
Nov 2012-June 2014

- Coordinated all development and outreach opportunities of the Agribusiness Center locally and across the state
- Administered budgeting, reporting and other information for all grants and special projects for the Agribusiness Center
- Directed recruitment and retention opportunities for new and returning agriculture education and agribusiness students

Program Assistant IV *NC Dept of Agriculture & Consumer Services Raleigh, NC*
March 2012-Nov 2012

- Collaborated with domestic marketing staff to coordinate meetings with NC farmers to offer marketing opportunities
- Developed and utilized marketing tools to promote North Carolina agricultural products
- Attended events to promote NC agricultural products and kept records to measure the impact of the meetings

MEMBERSHIPS IN PROFESSIONAL AND OTHER ORGANIZATIONS

- North Carolina Agricultural Teachers Association
- National Association of Agricultural Education
- NC A&T State University Cooperative Extension Strategic Planning Committee

- North Carolina Association of Certified Crop Advisors Board
- Relief Masonic Lodge #431, Benson, NC
- South Johnston High School FFA Alumni
- Johnston County Young Farmer & Rancher Committee
- Karl M. Best Leadership Program Participant
- Leadership Mount Olive

HONORS AND DISTINCTIONS

- Honorary American FFA Degree Recipient, 2017
- UMO Extraordinary Employee Award, 2017
- Honorary North Carolina FFA State Degree Recipient, 2016
- Mount Olive College Senior Citizenship Award, 2012
- American FFA Degree Recipient, 2010
- Mount Olive College's Barbara Ross Kornegay Agribusiness Scholarship Recipient, 2008-2012
- North Carolina FFA State Degree Recipient, 2007

PUBLICATIONS AND PRESENTATIONS

- Co-authored Lee County, North Carolina Cost of Community Services Study, 2018
- Co-authored Wilson County, North Carolina Cost of Community Services Study, 2018
- Co-authored Duplin County, North Carolina Cost of Community Services Study, 2016
- Authored the Pamlico County, North Carolina Cost of Community Services Study, 2015
- Authored the Pamlico County Agricultural Development and Farmland Preservation Plan, 2012
- Narrated a recruitment video for the agricultural program and Agribusiness Center at Mount Olive College, 2010
- Keynote Speaker for the Southern Wayne High School Very Important Person Awards Night

W. STAN DIXON

University of Mount Olive

Email: William.Dixon@umo.edu

EDUCATION

- 2003 Ed. D., Adult Education, North Carolina State University. Dissertation Title: "Determining Needs in a Rural County: The Case of Greene County."
- 1982 M.Ed., Adult Education, North Carolina State University.
- 1975 B.S., Recreation and Parks Administration, North Carolina State University.

PUBLICATIONS

AGRICULTURAL AND COMMUNITY DEVELOPMENT PLANS

- Dixon, W. Stan and Ed Emory. Chowan County Agricultural Development Plan, 2017.
- Currituck County Agricultural Development Plan, 2017.
- Perquimans County Agricultural Development Plan, 2017.
- Pasquotank County Agricultural Development Plan, 2017
- AG H2O Protecting Agricultural Water Resources in North Carolina, 2011.
- Dixon, W. Stan. Lenoir County Farmland Preservation Plan, 2011.
- Sampson County Working Lands Protection Plan, 2010.
- Wayne County Farmland Preservation Plan, 2009.

PROFESSIONAL AND TEACHING EXPERIENCE

PROFESSIONAL EXPERIENCE

- 2016-present Co-Director, University of Mount Olive AgPrime Project
- 2011-present Instructor, University of Mount Olive
- 2009-2011 Eastern Leadership Group

1992-2009	County Extension Director, North Carolina Cooperative Extension Service, Greene County
1985-1992	4-H Agent, North Carolina Cooperative Extension Service, Wake County
1975-1985	4-H Agent, North Carolina Cooperative Extension Service, Martin County

COURSES DESIGNED AND TAUGHT AS INSTRUCTOR OF RECORD

2011-present	AGE 419: Delivering Non-Formal Educational Programs
2011-present	AGE 425: Internship in Agricultural Education
2011-present	AGE 426: Internship in Agricultural Education II
2011-2014	AGE 493: Agricultural Research

Stephen Edward Emory
PO Box 433, Kenansville, NC 28349
ed_emory@ncsu.edu
910-290-1002

Education:

West Carteret High School

BS Horticultural Science: North Carolina State University

M. Ed. Agricultural and Extension Education: North Carolina State University

Employment:

1981-85: Horticulture and 4-H Extension Agent, NC Cooperative Extension, Pamlico County

1985-90: 4-H Extension Agent, NC Cooperative Extension, Duplin County

1990-2009: County Extension Director, NC Cooperative Extension, Duplin County

2009-2016: CEO, Eastern Leadership Group

2015-2017: President, NC Farm Families

2016-Present: AgPrime Program Coordinator, University of Mount Olive Agribusiness Center

Publications:

Co-author, Ag H20: Protecting Agricultural Water Resources in North Carolina, A Strategic Plan, 2010.

Author, Nash County Agricultural Development Plan

Co-author, Currituck County Agricultural Development Plan

Co-author, Pasquotank County Agricultural Development Plan

Co-author, Perquimans County Agricultural Development Plan

Co-author, Chowan County Agricultural Development Plan

Professional and Civic Awards:

RJ Reynolds Extension Agent of Excellence Award

NC Cooperative Extension Outstanding County Extension Director

Melvin Cording Outstanding Service to Agriculture Award

National Association of Extension 4-H Agents Distinguished Service Award

Epsilon Sigma Phi National Distinguished Service Award

NC Pork Council Lois G Britt Service Award

State of North Carolina Order of the Long Leaf Pine Award

Namesake, Ed Emory Auditorium, Kenansville, NC

Community Involvement:

Chairman, NC Agricultural Finance Authority

Vice Chair, James Sprunt Community College Board of Trustees

Past Chairman, North Carolina Community Foundation, Duplin County Affiliate

Past Chairman, NC Muscadine Festival Board of Directors

Chairman, Duplin County Foundation for Youth Advancement

Past Chairman, Duplin County Partnership for Career Planning Board of Directors

Vice-Chair, State Employees Credit Union Advisory Committee

North Carolina 4-H Development Fund Board of Directors

North Carolina Family and Consumer Sciences Foundation Board of Directors

Past Chair, Duplin Home Care and Hospice Foundation Board of Directors

Past Chair, Duplin County Partnership for Children

Project Approach and Proposed Work Plan

The Lois G. Britt Agribusiness Center will utilize the processes that have proven successful with the 25 plans completed to date and will integrate additional methods to fit the needs of Rowan County. Initially, project staff will meet with local leaders and county personnel to understand any additional context or needs to incorporate within the research and the plan. The General Assembly has set forth specific requirements to develop countywide farmland protection plans. Since these plans must be approved and endorsed by the NC Department of Agriculture and Consumer Services' Division of Farmland Preservation, these requirements will form the basic tenets of the Rowan County Farmland Preservation Plan. Our goal is to ensure that the Rowan County Farmland Preservation Plan accurately reflects the state of agriculture in the county, uniquely addresses the opportunities and challenges facing agriculture, and concisely creates a set of recommendations and action steps that are specific to and attainable by the identified entities to accomplish the proposed recommendations within Rowan County.

While the Agribusiness Center will follow statutory requirements of Farmland Preservation Plans, it is understood that all counties operate differently and have unique needs and priorities. We will rely on Rowan County staff and leaders to help determine the best outreach venue to assure maximum resident and other stakeholder participation. Staff of the Agribusiness Center will collaborate with county staff and leaders to develop a specific timeline that will provide adequate time to conduct research, hold interviews, and distribute surveys for the best end result.

The following approach and work plan will be employed. The tasks will not necessarily follow this order, as some of the tasks may occur simultaneously. Project staff will work closely with county staff and leaders throughout the entire process.

Task 1: Meet with county staff to develop a team to work closely with the project staff. This team will serve as an advisory body throughout the process and will review the final draft of the plan before it is submitted for approval. In many cases, this is the county's Agricultural Advisory Board which already exists in Rowan County.

Task 2: Develop a timeline and list of meetings and workshops where project staff can present information to the public about the benefits of the Rowan County Farmland Preservation Plan. Meetings can be a combination of in-person and virtual events. These outreach efforts will also serve as data collection sources to be utilized within the farmland preservation plan. Project staff will work with county staff to evaluate and identify media sources (social, web, partner, print, electronic, etc.) that can serve as information hubs and provide access to surveys. Each event or media outlet will target one or more of the three primary survey respondent types. Respondent categories include agricultural producer, non-farm resident, and business/agribusiness. This information will be utilized to formulate the challenges, and opportunities related to agriculture in the county.

Task 3: Provide surveys to county staff for distribution at relevant county-sponsored meetings or events to ensure optimum response rate of stakeholders in Rowan County.

Task 4: Conduct interviews with identified county residents and other stakeholders to accumulate additional qualitative data to be utilized within the plan.

Task 5: Research Rowan County's state of agriculture, agricultural opportunities, and available tools to preserve and maintain viable agricultural community in Rowan County.

Task 6: Compile all artifacts and analyzed research into the Rowan County Farmland Preservation Plan draft for review.

Task 7: Review the Rowan County Farmland Preservation Plan with the advisory committee.

Task 8: Make any necessary changes and create the final version of the Rowan County Farmland Preservation Plan for endorsement by the Rowan County Board of Commissioners and approval of the NC Agricultural Development and Farmland Preservation Trust Fund.

Projected Schedule and Timeline for Task Completion

March 1, 2021 begin project

April 1, 2021 Schedule meetings with county personnel to determine or convene advisory board to guide the needs of the project and plan

April 2021– February 2022 Attend meetings, share surveys, collect data, conduct interviews, continue meeting with county leadership, county data research compilation

February – July 2022 Analyze data, compile information, finalize first draft of the Rowan County Farmland Preservation Plan

August 2022 – Meet with Rowan County Agricultural Advisory Board or other core group to review the plan draft and suggest edits; make edits and prepare the final plan

September 2022 – Present the final Rowan County Farmland Preservation Plan for approval to the Rowan County Board of Commissioners and submit to the NC Agricultural Development and Farmland Preservation Trust Fund for endorsement

Brief Description of Projects and References

Wilson County Agricultural Development Plan (2017)

Wilson County, NC Cost of Community Services Study (2017)

Norman Harrell, Wilson County Extension Director

(252) 237-0111

Norman_Harrell@ncsu.edu

The University of Mount Olive – Lois G. Britt Agribusiness Center has completed 25 approved and endorsed farmland preservation plans in North Carolina. One of the most recent plans completed was done in Wilson County. The County of Wilson has seen a significant increase in development pressure due to its proximity to the state capital of Raleigh and other areas of interest including Greenville, Goldsboro, and Rocky Mount. Project staff utilized the same process that is suggested for the Rowan County Farmland Preservation Plan. The collaboration with staff and leaders of Wilson County helped to make the study more comprehensive and meet the needs of the county. All 25 projects were funded through the North Carolina Agricultural Development and Farmland Preservation Trust Fund.

Duplin County, NC Cost of Community Services Study (2016)

Amanda Hatcher, Duplin County Extension Director

(910) 296-2143

Amanda_Hatcher@ncsu.edu

The University of Mount Olive Lois G. Britt Agribusiness Center has completed Cost of Community Services Studies for six North Carolina counties. In most cases the studies were noted as a recommendation that was included within the county's farmland preservation plan. Each plan includes a section about the impact of agriculture within the county. These studies focus on three primary land use categories. These include: residential, commercial/industrial, and agricultural/forestry. Data analyzed provides an understanding of the revenue to expenditure ratios for each land use category. In all of the studies completed, residential land uses were a net loss while both commercial/industrial and agricultural/forestry lands were a net benefit to the county. These net benefit land uses are clearly defined in the study and exhibit quantitatively that more revenues are collected than expended for the delivery of community services. All studies were funded by the North Carolina Agricultural Development and Farmland Preservation Trust Fund.

Franklin County, NC Farmers Market Feasibility Study (2018)

Charles Mitchell, Franklin County Extension Director

(919) 496-3344

Charles_Mitchell@ncsu.edu

The Lois G. Britt Agribusiness Center at the University of Mount Olive completed a feasibility study for a farmers market in Franklin County. This study was funded by the NC Tobacco Trust Fund Commission and sought to determine if adequate supply and demand existed for construction of a new farmers market within the county. Project staff members conducted interviews, and collected survey data to get adequate feedback from a wide range of stakeholders. This feasibility study allowed the county to seek additional funding for agricultural development within the county.

Value-Added Soybean Processing Facility Study (2017)

DeWitt Hardee Director, Farmland Preservation Division, NC Department of Agriculture & Consumer Services (Mr. Hardee is knowledgeable about all of the referenced projects)

(919) 707-3069

Dewitt.Hardee@ncagr.gov

The University of Mount Olive Agribusiness Center completed a cost/benefit financial study based on a new business model with an independent feed mill operation located in Johnston County. The project was developed as a result of an expressed need to keep livestock producers viable within the local economy by offering value-added feed options. To meet this need, the feed mill created a business model to accept raw commodities allowing for the production of value-added livestock feed. This decision proved to be an advantageous opportunity, but there remains a need for additional information to be developed to ensure study outcomes are able to be replicated in other realms. This study was funded by the North Carolina Agricultural Development and Farmland Preservation Trust Fund.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Don Bringle, Facilities Management Director
DATE: 2/8/2021
SUBJECT: Change Order HVAC Renovation EMS Station 87 (lower part of Ag Building)

To replace all insulated trunk line duct work. Original contract did not specify main duct replacement. After replacing branch lines and vent defuserers it has become necessary to replace duct. New duct will have external insulation.

Cost of \$29,914.00, there is a contingency line for \$10,000 that will not be used. After project complete net charge should be \$19,914.00.

ATTACHMENTS:

Description	Upload Date	Type
Change Order, Proposal and Map	2/9/2021	Cover Memo

**AIA****Document G701™ – 2017****Change Order****PROJECT: (name and address)**

EMS Station 87
 2727 Old Concord Rd, Suite E
 Salisbury, NC 28146

OWNER: (name and address)

Rowan County
 130 W Innes St
 Salisbury, NC 28144

CONTRACT INFORMATION:

Contract For: HVAC Renovations
 Date: 10/13/2020

ARCHITECT: (name and address)

SE Collins, INC.

CHANGE ORDER INFORMATION:

Change Order Number: COR- 2025-1
 Date: 2/8/2021

CONTRACTOR: (name and address)

Graham's Piping, Inc
 720 Barringer Rd
 Salisbury, NC 28147

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Max)	\$ 139,150.00
The net change by previously authorized Change Orders	\$ 0
The (Contract Sum) (Guaranteed Max) prior to this Change Order was	\$ 139,150.00
The (Contract Sum) (Guaranteed Max) will be (increased) (by this Change Order in the amount of	\$ 29,914.00
The new (Contract Sum) (Guaranteed Max) including this Change Order, will be	\$ 169,064.00
The Contract Time will be (increased) (by	(30) days.
The new date of Substantial Completion will be	3/31/21

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>S.E. Collins, Inc</u>	<u>Graham's Piping</u>	<u></u>
ARCHITECT (Firm name) ENGINEER	CONTRACTOR (Firm name)	OWNER (Firm name)
<u>[Signature]</u>	<u>[Signature]</u>	<u></u>
SIGNATURE	SIGNATURE	SIGNATURE
<u>Sam Collins, PE</u>	<u>Thomas Simmons . P.M.</u>	<u></u>
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
<u>President</u>	<u></u>	<u></u>
<u>2-8-21</u>	<u>2/8/21</u>	<u></u>
DATE	DATE	DATE

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February 4, 2021

Attn: Don Bringle

Re: EMS Station 87 Lined Duct Replacement

We at Graham's Piping are pleased to present this Proposal to remove all existing lined duct and replace with approximately 2,562 pounds of new unlined galvanized duct. New duct to be sized 2" smaller than existing and externally wrapped with 2-1/8" R-6 insulation. Existing duct to be demolished and disposed of. Existing duct to be removed and replaced in sections to continue conditioned air and minimize shut downs.

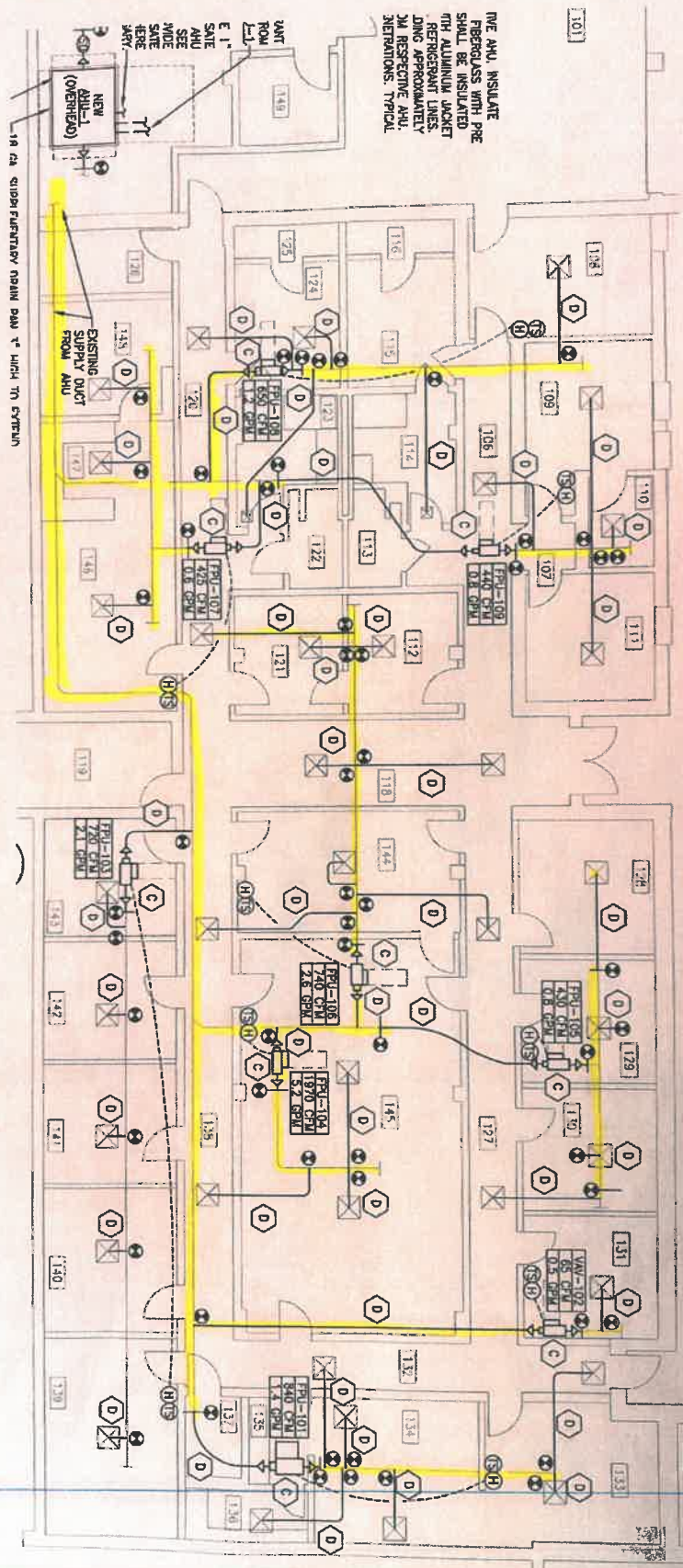
Breakdown is as follows:

New Duct....\$8,327.00
Insulation.....\$5,575.00
Labor.....\$16,012.00

Total\$29,914.00

Please contact me if you have any questions or concerns.

**Thomas Simmerson
Graham's Piping Inc.
704-636-3251 ext 19 ofc
704-213-5677 cell**



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: County Manager Aaron Church
DATE: February 9, 2021
SUBJECT: Revised Task Order 14 with McGill Associates

ATTACHMENTS:

Description	Upload Date	Type
Memorandum and Revised Task Order 14	2/9/2021	Cover Memo



TO: Board of Commissioners
FROM: Aaron Church
DATE: February 9, 2021
SUBJECT: Revised Task Order with McGill Associates for Animal Shelter New Dog Adoption Facility.

The purpose of this memorandum is to request that the Board of Commissioners adopt the revised Task Order 14 with McGill Associates.

The most significant change is under SECTION 1- PROJECT DESCRIPTION.

Task Order approved at the November 16, 2020 meeting:

SECTION 1 - PROJECT DESCRIPTION:

A new dog adoption facility is being planned at the current County owned Animal Shelter. This facility will receive water and sewer service from lines designed by McGill along a proposed roadway from Julian Road to Corporate Center Drive.

Revised Task Order:

SECTION 1 - PROJECT DESCRIPTION:

A new dog adoption facility is being planned at the current County owned Animal Shelter. This facility will receive water service from the existing water line along Julian Road and sewer service from the existing sewer service line to the adjacent Animal Shelter.

Recommended Motion: Authorize the County Manager to execute the revised Task Order 14 with McGill Associates.

TASK ORDER NO. ____

This **TASK ORDER NO. ____** dated the _____, day of _____ 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 Animal Shelter New Dog Adoption Facility**

SECTION 1 - PROJECT DESCRIPTION:

A new dog adoption facility is being planned at the current County owned Animal Shelter. This facility will receive water service from the existing water line along Julian Road and sewer service from the existing sewer service line to the adjacent Animal Shelter.

SECTION 2 - SCOPE OF SERVICES:

PROJECT includes the following scope of services:

Engineering Assistance – Includes reviewing plans provided by the new dog adoption center site designer and assist with permitting of the water and sewer services (on-site) to the facility.

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. ____ for the PROJECT in accordance with our current Master Services Agreement Section 2 – Basic Services 2.1. Total project compensation shall be a Lump Sum amount of **\$2,800** and shall be billed monthly as work progresses.

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. ___ in duplicate originals:

EXECUTED this _____ day of _____, 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

TASK ORDER NO. ____

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EXECUTED this _____ day of _____, 2020.

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: Randy J. Cress, Assistant County Manager / CIO
DATE: 2/8/2021
SUBJECT: Update from OpenBroadband on County Broadband Expansion Project

OpenBroadband LLC would like to provide a presentation and update to the Board of Commissioners on the status of their project utilizing County grant funding to assist in the expansion of fixed wireless broadband service to Rowan County citizens.

No action is needed.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

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: February 4, 2020
SUBJECT: Fiscal Year 2020 Financial Report Presentation

Martin Starnes & Associates, CPAs, P.A., has completed the annual audit of the County. A representative from Martin Starnes will be present on February 15th to discuss the County's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2020.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

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: Nina Oliver, Public Health Director
DATE: 2-7-2021
SUBJECT: Bi-weekly EH Report

Enclosed is the bi-weekly Environmental Health report.

ATTACHMENTS:

Description

Bi-weekly EH Report

Upload Date

2/7/2021

Type

Cover Memo

BI-WEEKLY ONSITE REPORTS															
	NUMBER OF INSPECTIONS														
	Well Inspections Completed (W1,W3)	Well Permits Requested	Well Permits Waiting	Soil/Site Evaluations Completed (\$1, \$1E)	Soil/Site Evaluation Requested	Soil/Site Evaluations Waiting	IP's Completed (\$3, \$4, \$4A, \$5)	IP's Requested	IP's Waiting	Existing System Inspections Completed (\$12, \$13, \$13D)	Existing System Inspections Waiting	Nitrite/Nitrate Samples Taken (W14)	Nitrite/Nitrate Applications Waiting	Pesticide Samples Taken (W14)	Pesticide Applications Waiting
DATE RANGE															
Oct. 26 - Nov. 6	34	13	5	99	24	45*	29	22	45*	2	0	0	8*	0	0
Nov. 9 - Nov. 20	16	12	0	78	26	38	28	22	38	2	1	2	10*	0	0
Nov. 23-Dec. 4	13	11	1	64	19	37	21	19	37	1	0	2	10*	0	0
Dec. 7 - Dec. 18	15	13	0	62	24	16**	19	24	16**	0	2	5	10*	0	0
Dec. 21 - Jan. 1	1	7	2	58	10	14	6	11	14	1	1	0	11*	0	0
Jan. 4 - Jan. 15	20	22	2	84	26	22	18	26	22	1	1	1	11*	0	0
Jan. 18 - Feb. 5	28	14	0	126	48	24	27	48	24	6	0	5	13*	0	0
Total	127	92	10	571	177	196	148	172	196	13	5	15	73	0	0

*Soil/Site Evaluations Waiting does not include 3 applications that are to be getting a Soil Scientist to complete a SL 2018-114

**20 Soil/Site Evaluations were given to contracted Soil Scientist Firm

*Nitrite/Nitrate Applications Waiting are for well kits on new wells that include Nitrite/Nitrate sampling no specific applications have been made for Nitrite/Nitrate individually. Well Kits are part or any new well application, included in the price.

	ADDITION INSPECTOR REQUIREMENTS				ADDITIONAL INFO		
	Final Septic Inspections (\$19)	Well Grouts (W2)	Complaints Visited (\$25)	Complaints Waiting	Individual Applications (Soil Eval)	Builder Application (Soil Eval)	Backlog
DATE RANGE							
Oct. 26 - Nov. 6	20	23	6	28	21	3	4 weeks 4 days
Nov. 9 - Nov. 20	24	18	7	27	17	9	4 weeks 4 days
Nov. 23-Dec. 4	14	7	1	32	15	3	5 weeks 2 days
Dec. 7 - Dec. 18	15	10	16	23	14	10	4 weeks
Dec. 21 - Jan. 1	8	11	1	25	11	0	3 weeks 2 days
Jan. 4 - Jan. 15	10	12	7	27	13	14	2 weeks 3 days
Jan. 18 - Feb. 5	23	18	10	28	34	14	2 weeks 1 day
Total	114	99	48	190	125	53	

	NUMBER OF SITE VISITS MADE EACH DAY (\$1, \$1E, \$25, W1, W3, W4)				
	Inspector #1	Inspector #2	Inspector #3	Inspector #4	Inspector #5*
DATE					
January					
1 (Holiday)	0	0	0	0	0
Total	0	0	0	0	0
4	0	4	2	0	0
5	1	4	5	3	0
6	1	3	3	3	0
7	2	5	2	4	0
8	0	0	0	1	0
11	2	1	0	2	1
12	1	3	2	4	0
13	1	3	4	1	1
14	1	4	2	6	4
15	0	1	0	1	0

	NUMBER OF PERMITS ISSUED EACH DAY (\$3-\$13D, \$15, \$17, \$19, W6-12)				
	Inspector #1	Inspector #2	Inspector #3	Inspector #4	Inspector #5*
DATE					
January					
1 (Holiday)	0	0	0	0	0
Total	0	0	0	0	0
4	9	10.5	9	8	10
5	9	10	9	9	10
6	9	10	9	9	10
7	8.5	10	9	9.5	7
8	7	7	6	7.5	8.5
11	9	10	0	10	10
12	9	10	9	9.5	12.25
13	9	10	9	10.5	9
14	9	10	9	10.5	9.75

Total	9	28	20	25	6
18 (Holiday)	0	0	0	0	0
19	1	4	1	7	0
20	0	6	2	5	1
21	1	3	1	1	1
22	1	6	1	0	0
25	0	0	2	0	0
26	2	3	3	3	0
27	2	3	1	0	0
28	0	2	1	4	1
29	1	3	2	3	0
February					
1	0	1	2	6	0
2	1	4	1	3	4
3	1	1	3	5	0
4	1	3	2	7	1
5	0	0	1	0	0
Total	11	39	23	44	8

15	9	10	9	9	10.5
Total	87.5	97.5	78	92.5	97
18 (Holiday)	0	0	0	4	0
19	9	10	9	9.5	9.5
20	9	10.5	9	10.5	9
21	9	10	4	6	8
22	9	10.5	8	0	9
23			2		
25	9	10	9	8.5	9
26	9	10	9	9	8.5
27	9	10	9	9	8.5
28	9	10	8	10	9
29	9	10	8	9	10
February					
1	0	10	9	9	9
2	9	10	9	9	9.5
3	9	10	8.5	10	9.5
4	9	10	9	10	9.5
5	9	7.5	8.5	9	9.5
Total	117	138.5	119	122.5	127.5

FOOD & LODGING INSPECTION REPORT

BI-WEEKLY FOOD & LODGING REPORTS		
	Completed Inspections	Percent Completed
DATE RANGE		
Oct. 26 - Nov. 6	83	5.47
Nov. 9 - Nov. 20	25	1.44
Nov. 23-Dec. 4	15	0.88
Dec. 7 - Dec. 18	29	2.39
Dec. 21 - Jan. 1	9	0.06
Jan. 4 - Jan. 15	41	2.08
Jan. 18 - Feb. 5	95	4.78
Total	297	17.1

INSPECTION PERCENTAGE	TOTAL INSPECTIONS
Quarterly Inspections Completed	Inspections to Date (Starting July 1)
14.02 (J-S)	1667
18.98 (O-D)	27.68
	29.13
	29.99
	32.58
	32.83
	34.95
	40.19

*Completed Inspections include regular inspections, critical violation visits and follow up and verification visits.

*Total Inspections of 1667 does not include Critical Violation Visits, Critical Violation Follow Ups or Verification Visits which are required if a violation is found.

*Food Service Facilities are grouped into risk category's from 1-4. Category 1 facilities are inspected once per year, category 2 once per 6 months, category 3 once per 4 months and category 4 once per 3 months (quarter). Food service facilities include; restaurants, food stands, mobile food units, push carts, public and private school cafeterias, institutional food services, educational food services (colleges), elderly nutrition sites, commissaries, meat markets and limited food service establishments. In addition to inspection of food service facilities we also inspect; lodging facilities, school buildings, county jails, residential care facilities, tattoo artist and adult day cares once per year. Childcares, institutions (rest/nursing homes & hospitals), summer camps and resident camps are inspected once each 6 month period. Public swimming pools are either inspected 3 times a year for year around pools or 2 times per year for seasonal pools. Temporary Food Establishments that operate in conjunction with events, festivals and middle/high school concession stands are inspected and issued permits as well.

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: Nina Oliver, Public Health Director
DATE: February 5, 2021
SUBJECT: Update on COVID-19 Vaccination and Future Plans

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Commissioner Craig Pierce
DATE: February 9, 2021
SUBJECT: 2021 COVID-19 Small Business "Restaurant" Grant Program

ATTACHMENTS:

Description	Upload Date	Type
Small Business Restaurant Grant Program	2/10/2021	Cover Memo
McGill Associates Agreement for Services	2/10/2021	Cover Memo

ROWAN COUNTY
2021 COVID-19 SMALL BUSINESS “Restaurant” GRANT PROGRAM
February 10, 2021

I. GRANT PROGRAM

A. BACKGROUND

Rowan County received grant monies from the Coronavirus Relief Fund.

“Nonexclusive examples of eligible expenditures 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency such as¹”

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

**The above excerpt can be located on page 4 of the “Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated September 2, 2020”²*

B. GOALS

To provide grants to small businesses “Restaurants only” to reimburse the cost of business interruption caused by required closures.

C. FUNDING

Rowan County will provide up to \$250,000 in funds for this program (\$225,000 in grants and \$25,000 in administrative fees). This funding will be distributed on a first come, first serve basis for eligible small businesses that submit a “Completed” application and follow all the written directions on the application. McGill Associates has the discretion to define or determine what constitutes a completed application if there are technical errors and / or mistakes that are not substantial. Applications will be accepted online and in person at 130 West Innes Street, Salisbury, NC 28144 on the second floor starting March 1, 2021 at 12 noon through April 15, 2021 at 5pm. Each application will be electronically or manually time stamped.

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

² <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

D. ADMINISTRATION

1. Rowan County will contract with McGill Associates to administer the grant allocations for a fee.
 - a. The County will build out the website application and assist McGill Associates. The County will provide the applications based on a first come, first serve basis with an electronic and manual timestamp.
 - b. McGill Associates will be responsible for screening the applications, verifying the information and collecting required documentation.

II. ELIGIBILITY

A. GRANT PARAMETERS

The small business must have at least 26 full-time employees to receive \$5,000.

B. REQUIREMENTS

1. Shall be a For-profit business with a Brick-and-Mortar address located in Rowan County, North Carolina.
 - A. A Secretary of State ID is required unless the business is a sole proprietor that does not operate under an assumed name. If the sole proprietor currently operates under an assumed name without a Secretary of State ID, they must file a Certificate of Assumed Business Name at the Rowan County Register of Deeds in person. A copy of the recorded form and receipt can be substituted for the requirement of a Secretary of State ID
 - B. Business located on or associated with the primary residence parcel are excluded.
2. Franchises are only eligible if the franchisor is independent and locally owned.
3. Shall have been in business on or before December 31, 2019.
4. The business must be a restaurant that is currently open to the public and operating an in person onsite dining facility. A business that is not a restaurant is not eligible.
5. Only one restaurant can qualify even if the owner has several locations within Rowan County.
6. If the owner has locations outside of Rowan County, the Rowan County location must account for more than 50% of its total number of employees or 50% of its gross sales.
7. The restaurant will not be eligible for the \$5,000 if the restaurant received \$5,000 during the 2020 "Rowan County COVID-19 Small Business Grant Program".

8. Business will not be eligible if they meet any of the following:
 - A. Business has filed for bankruptcy anytime in the last 3 years.
 - B. Business has delinquent Rowan County property taxes. However, if a business pays delinquent taxes before April 15, 2021 the business will be eligible.
 - C. Non-profits.
 - D. Business is not operational.

C. USE OF FUNDS

1. Funds may be used for legitimate business expenses. This includes but is not limited to working capital, lease payments, existing real estate and equipment financing payments and payroll.

D. DOCUMENTATION

1. Grant Request Application
2. 2019 Tax return
3. IRS Form 941 or Equivalent (Payroll)
4. W9 Form
5. Any privilege state, federal, or local operating license required to perform their business
6. Certification Form for receipt of grant funds (if approved)
7. Secretary of State Identification Number with exceptions listed in II. Eligibility, B. Requirements, 1(A)

E. ADDITIONAL GUIDELINES

1. If applicant is selected and fills out the application correctly, they will receive an email or phone call notifying them they were selected. Applicants will have approximately 30 days to respond to McGill Associates to begin providing information in Section D. All required information shall be received no later than April 15, 2021 at 5pm in order to process checks. Failure to provide documentation by April 15, 2021 will disqualify the business for the grant.
2. McGill Associates shall have the discretion to make exceptions if the application was not completed correctly due to a technical problem.

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") McGill Associates, P.A. ("Provider").

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

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

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

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

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

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

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

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

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

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

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

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

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

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

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

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

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

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

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

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

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

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

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

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: Douglas Chapman

Title: Principal

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

Administer the Rowan County COVID-19 Small Business “Restaurant” Grant Program in compliance with the adopted program (Exhibit B).

Provider shall comply with all of the federal guidelines provided in the “Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated September 2, 2020” that is referenced in Exhibit B.

This includes reviewing applications from the County and certifying that applicants meet the following criteria:

1. Certify the number of employees.
2. Certify that the applicant is a for profit business that is registered with the State of North Carolina and has a Secretary of State Identification Number.
3. If the applicant is a franchise, certify that the franchisor is independent or locally owned.
4. Certify that the business is a restaurant with 26 or more employees and is currently open to the public and operating an in person onsite dining facility.
5. If the owner has locations outside of Rowan County, the Rowan County location must account for more than 50% of its total number of employees or 50% of gross sales.
6. Certify that the business has not filed bankruptcy in the last 3 years.
7. Certify that the business does not owe property taxes.
8. Visit in person each business to verify that the business is open and exist.

In addition to following (Exhibit B) the provider shall create electronic file for each grant recipient that includes the following:

1. Cover Sheet with check list and providers staff initials on each required item.
2. Statement of certification that all of the grant program parameters have been met.
3. Certification form for receipt of grant funds executed by the business.
4. Any privilege state, federal, or local operating license required to perform their business.
5. W9 Form.
6. The application.
7. IRS Form 941 or Equivalent
8. Copy of Secretary of State Assumed Business Name Certificate or most recent filing for Business Corporation, Limited Liability Company, Partnership or Professional Entity.
9. 2019 Tax Returns.

10. Certification that the business does not have delinquent Rowan County Property Taxes.

B. Term of the Agreement.

Through June 1, 2021.

C. Payment to the Provider. (Check the provision that applies.)

The County shall pay the Provider a total of \$25,000. The county will pay the provider \$15,000 up on the execution of this agreement and the remaining \$15,00 at the completion of the grant administration

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

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

THE PROVIDER

MCGILL ASSOCIATES
DOUG CHAPMAN
1240 19th Street Lane Northwest
Hickory, NC 28601
doug.chapman@mcgillassociates.com
Telephone: 828-328-2024

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)

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: Bob Pendergrass
DATE: 2-9-21
SUBJECT: Proposed Changes to Rowan County Ordinances Chapter 5 Section 5-46

Board of Commissioners conducted a public hearing on January 19, 2021 to review proposed changes to Animal Control Ordinances. Item was tabled to February 15th 2021 meeting for consideration.

Staff recommends language as submitted.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Changes	2/9/2021	Ordinance
Cover	2/9/2021	Cover Memo

Chapter 5 ANIMALS

Sec. 5-46. - Miscellaneous concerns.

- (a) All keepers or owners of animals that die, from any cause, shall bury the dead animal to a depth of at least three (3) feet beneath the surface of the ground on his leased or owned property. No animal shall be buried within three hundred (300) feet of any flowing stream or public body of water. In the alternative, the animal shall be disposed of in a manner approved by the health director or the animal services director. In any event, all dead animals shall be disposed of within twenty-four (24) hours after knowledge of the death.
- (b) All persons who injure or kill a domesticated animal by running over, into or otherwise coming in contact with such an animal with an automobile, motorcycle, bicycle or other vehicle shall notify the owner of the animal immediately. If the owner is not known the person who injured or killed the animal shall immediately notify the animal services director or the police department if the injury or death occurred in the city. If the injury or death occurred in the county, the owner should notify the sheriff's office. An owner or lessee of real property who finds an injured or suffering domesticated animal on his property shall report the same to animal control as soon as the animal is discovered on the real property.
- (c) No live animal shall be given away, raffled or offered as a prize, premium or advertising device for or at an inducement to enter any contest, game or other competition involving skill or chance.
- (d) Animal control shall have the authority to inspect public exhibits of animals which are part of fairs, carnivals, festivals, fundraising events, petting zoos and any other activity or function carried on in the county. Animal control shall have the authority to close down any exhibit, function or activity if it is determined that the animals are being cruelly treated or animals run the risk of causing injury or harm to the public or to themselves.
- (e) It shall be unlawful to intentionally feed whole large animal carcasses to domesticated animals in public view.

Bob Pendergrass
Animal Services Director

Main Telephone: (704) 216-7768
FAX: (704) 638-3998



Rowan County Animal Services

Animal Shelter

Nature Center

Animal Enforcement

2/9/2021

Memo

From: Bob Pendergrass, Animal Services Director

To: Rowan County Board of Commissioners

Re:

Based on complaint from the public to Animal Enforcement staff and Commissioner Pierce staff recommends an ordinance change to County ordinances as outlined in attachment.

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: February 4, 2020
SUBJECT: Financial Reports

Please see attached financial graphs.

ATTACHMENTS:

Description

Financial Graphs

Upload Date

2/5/2021

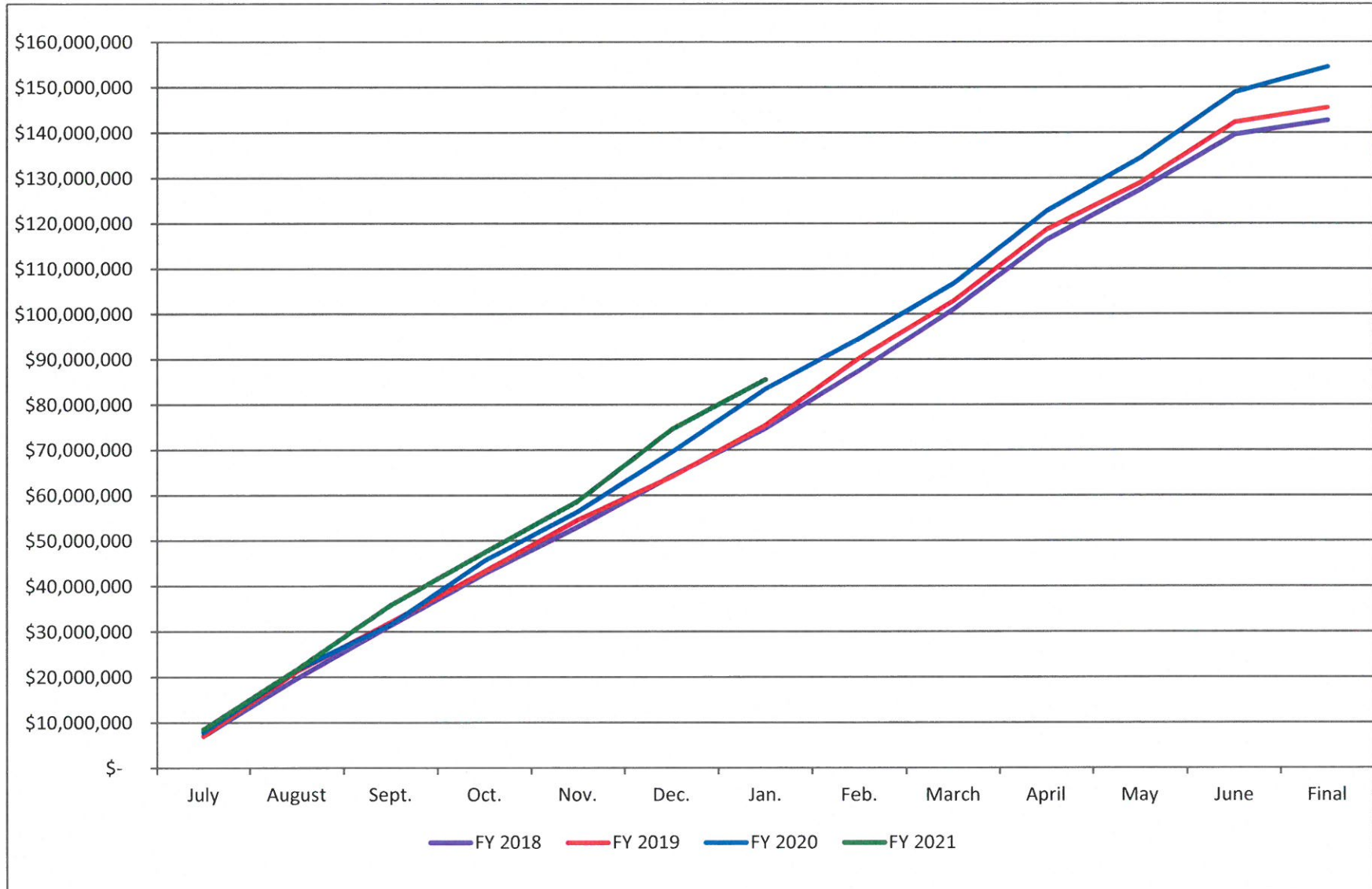
Type

Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

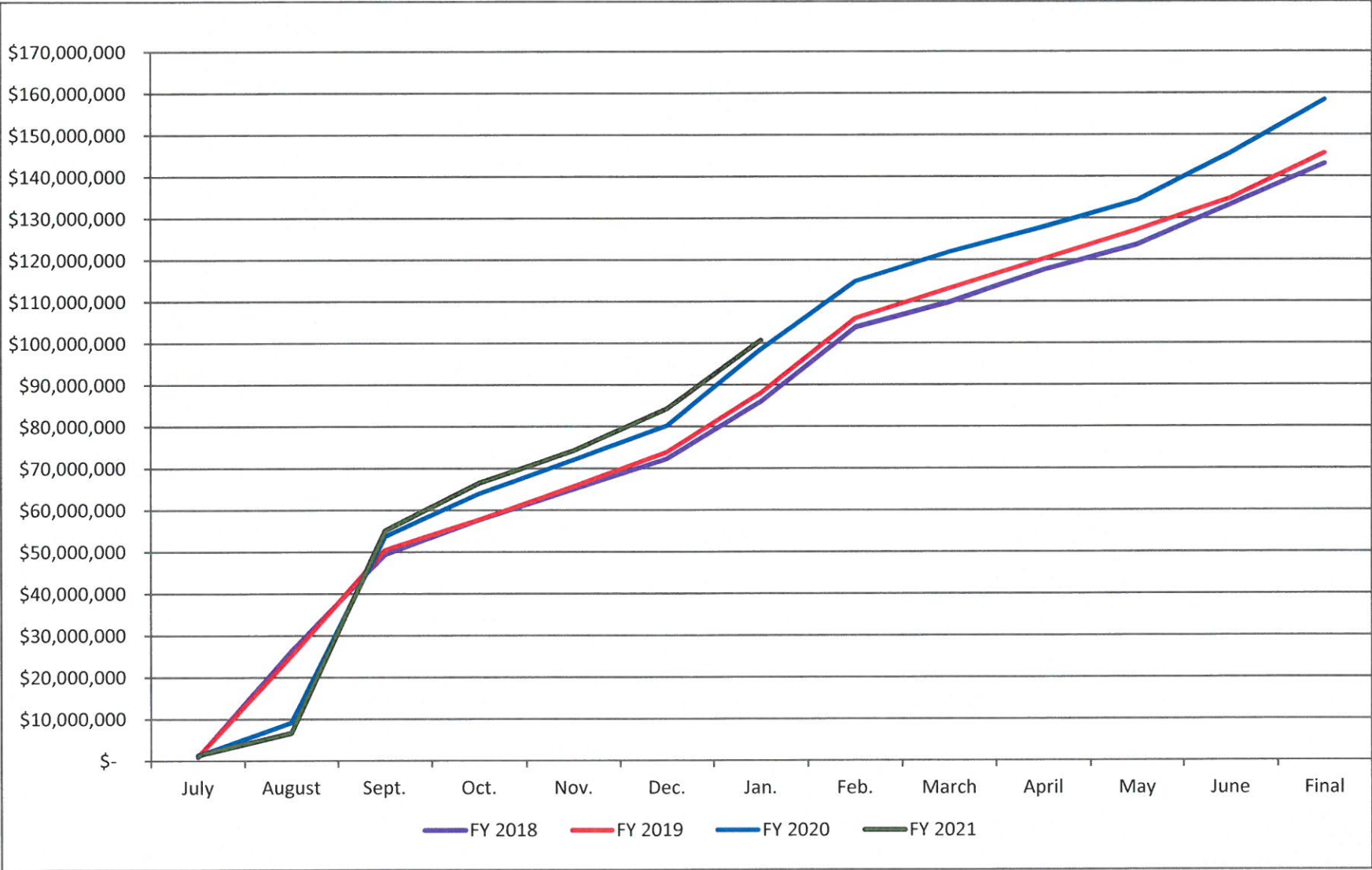
January	
2021	\$ 85,526,614
2020	\$ 83,445,971
2021	\$ 75,415,230
2018	\$ 74,772,948



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE REVENUE COMPARISONS

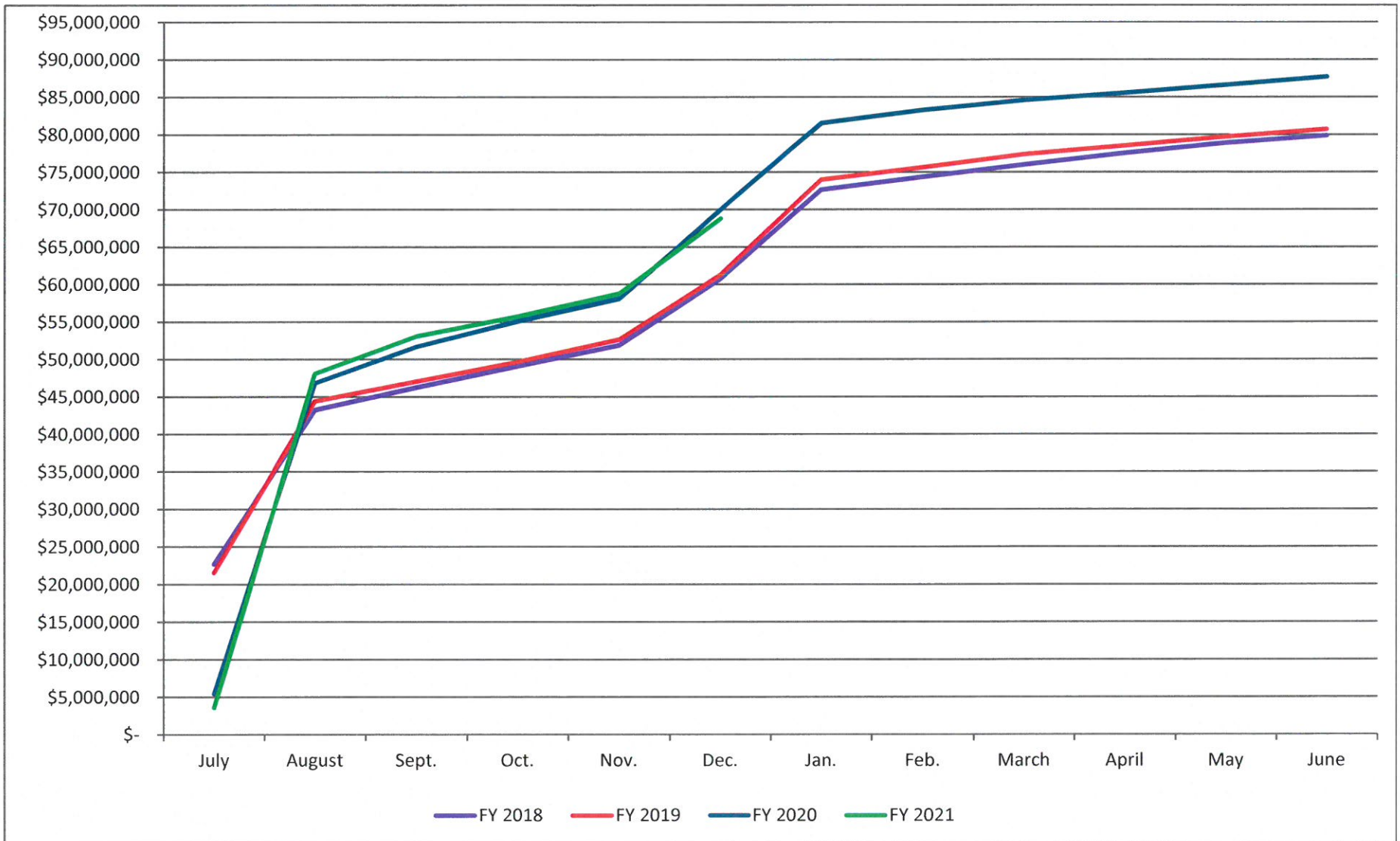
	January
2021	\$ 100,671,733
2020	\$ 98,498,079
2019	\$ 88,046,908
2018	\$ 85,916,979



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2018 - 2021

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

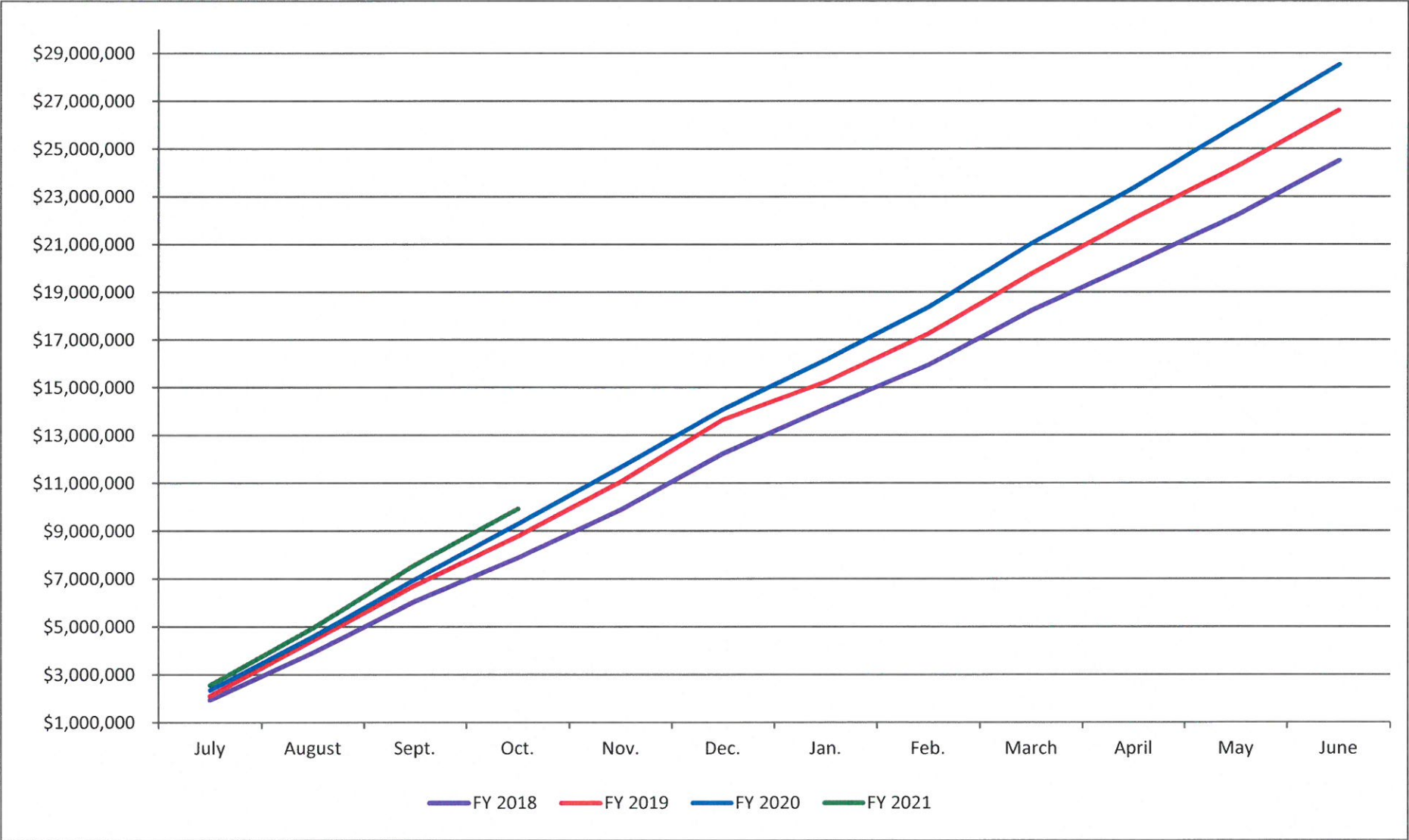
December		
2021	\$	68,782,105
2020	\$	70,028,660
2021	\$	61,282,965
2018	\$	60,791,394



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE SALES TAX COMPARISONS

October	
2021	\$ 9,925,172
2020	\$ 9,295,800
2019	\$ 8,778,617
2018	\$ 7,876,390



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: February 4, 2020
SUBJECT: Budget Amendments

Please review attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

2/5/2021

Type

Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

The following expenditures and/or revenues are revised based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount we receive and may increase or decrease the original budget estimate.

Prepared by: Kelly Johnson
Date: 1/25/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Smart Start Admin	R	33018-5316-434091-000	\$20,400	
Child Care Development (Admin)	R	33018-5316-431051-000		\$6,538
SSBG Salaries	E	33018-001-510005-320	\$9,616	
SSBG Health Insurance	E	33018-001-520005-320	\$2,116	
SSBG Medicare Tax	E	33018-001-520010-320	\$139	
SSBG Retirement	E	33018-001-520015-320	\$866	
SSBG Social Security	E	33018-001-520020-320	\$596	
Workers Compensation	E	33018-310-520026-100	\$240	
SSBG 401K	E	33018-001-520030-320	\$289	
Crisis Intervention Payments	R	33018-5317-431069-000		\$6,012
Crisis Intervention Payments	E	33018-000-593010-000		\$6,012
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: <u> X </u>		Approved: <u> </u>	Budget Revision # <u>07-442</u>	
Disapproved: <u> </u>		Disapproved: <u> </u>	Date Posted: <u> </u>	
Amended: <u> </u>		Amended: <u> </u>	Group Number: <u> </u>	
Date: <u>1/26/2021</u>		Date: <u> </u>	Posted by: <u> </u>	
Signature: <u></u>		Signature: <u> </u>	Approved by: <u> </u>	

gmh



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: 07/01/2020

AUTHORIZATION NUMBER: June Paid July Adjustment

ALLOCATION PERIOD

FROM JUNE 2020 THRU MAY 2021 SERVICE MONTHS

FROM JULY 2020 THRU JUNE 2021 PAYMENT MONTHS

Co. No.	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	641,479.00	641,479.00	0.00	0.00	641,479.00	641,479.00
02	ALEXANDER	123,956.00	123,956.00	-2,778.48	0.00	121,177.52	121,177.52
03	ALLEGHANY	51,776.00	51,776.00	0.00	0.00	51,776.00	51,776.00
04	ANSON	160,980.00	160,980.00	-1,493.90	0.00	159,486.10	159,486.10
05	ASHE	121,815.00	121,815.00	0.00	0.00	121,815.00	121,815.00
06	AVERY	64,311.00	64,311.00	0.00	0.00	64,311.00	64,311.00
07	BEAUFORT	260,102.00	260,102.00	0.00	0.00	260,102.00	260,102.00
08	BERTIE	139,292.00	139,292.00	0.00	0.00	139,292.00	139,292.00
09	BLADEN	247,662.00	247,662.00	-8,989.91	0.00	238,672.09	238,672.09
10	BRUNSWICK	413,950.00	413,950.00	-6,145.04	0.00	407,804.96	407,804.96
11	BUNCOMBE	861,528.00	861,528.00	0.00	0.00	861,528.00	861,528.00
12	BURKE	349,827.00	349,827.00	0.00	0.00	349,827.00	349,827.00
13	CABARRUS	557,053.00	557,053.00	-4,061.73	0.00	552,991.27	552,991.27
14	CALDWELL	363,956.00	363,956.00	-558.05	0.00	363,397.95	363,397.95
15	CAMDEN	24,153.00	24,153.00	0.00	0.00	24,153.00	24,153.00
16	CARTERET	203,817.00	203,817.00	-913.61	0.00	202,903.39	202,903.39
17	CASWELL	116,954.00	116,954.00	0.00	0.00	116,954.00	116,954.00
18	CATAWBA	586,619.00	586,619.00	-5,778.16	0.00	580,840.84	580,840.84
19	CHATHAM	172,019.00	172,019.00	-5,031.61	0.00	166,987.39	166,987.39
20	CHEROKEE	140,122.00	140,122.00	-1,718.45	0.00	138,403.55	138,403.55
21	CHOWAN	76,678.00	76,678.00	-200.00	0.00	76,478.00	76,478.00
22	CLAY	46,666.00	46,666.00	0.00	0.00	46,666.00	46,666.00
23	CLEVELAND	560,128.00	560,128.00	-2,053.58	0.00	558,074.42	558,074.42
24	COLUMBUS	364,662.00	364,662.00	-10,357.05	0.00	354,304.95	354,304.95
25	CRAVEN	403,814.00	403,814.00	-2,890.00	0.00	400,924.00	400,924.00
26	CUMBERLAND	1,753,158.00	1,753,158.00	-23,996.33	0.00	1,729,161.67	1,729,161.67
27	CURRITUCK	62,348.00	62,348.00	0.00	0.00	62,348.00	62,348.00
28	DARE	79,987.00	79,987.00	-2,620.32	0.00	77,366.68	77,366.68
29	DAVIDSON	704,053.00	704,053.00	-785.90	0.00	703,267.10	703,267.10
30	DAVIE	126,730.00	126,730.00	0.00	0.00	126,730.00	126,730.00
31	DUPLIN	290,841.00	290,841.00	-500.00	0.00	290,341.00	290,341.00
32	DURHAM	1,152,408.00	1,152,408.00	-14,169.28	0.00	1,138,238.72	1,138,238.72
33	EDGECOMBE	396,528.00	396,528.00	-578.64	0.00	395,949.36	395,949.36
34	FORSYTH	1,601,307.00	1,601,307.00	-34,503.04	0.00	1,566,803.96	1,566,803.96
35	FRANKLIN	245,764.00	245,764.00	-10,219.68	0.00	235,544.32	235,544.32
36	GASTON	950,034.00	950,034.00	-5,178.51	0.00	944,855.49	944,855.49
37	GATES	49,363.00	49,363.00	-150.00	0.00	49,213.00	49,213.00
38	GRAHAM	41,352.00	41,352.00	0.00	0.00	41,352.00	41,352.00
39	GRANVILLE	208,050.00	208,050.00	0.00	0.00	208,050.00	208,050.00
40	GREENE	119,662.00	119,662.00	-1,748.58	0.00	117,913.42	117,913.42
41	GUILFORD	2,376,185.00	2,376,185.00	-39,936.31	0.00	2,336,248.69	2,336,248.69
42	HALIFAX	383,613.00	383,613.00	0.00	0.00	383,613.00	383,613.00
43	HARNETT	523,449.00	523,449.00	0.00	0.00	523,449.00	523,449.00
44	HAYWOOD	238,010.00	238,010.00	-405.23	0.00	237,604.77	237,604.77
45	HENDERSON	303,467.00	303,467.00	-4,586.72	0.00	298,880.28	298,880.28
46	HERTFORD	162,326.00	162,326.00	-11,136.47	0.00	151,189.53	151,189.53
47	HOKE	272,095.00	272,095.00	-5,630.98	0.00	266,464.02	266,464.02

CRISIS INTERVENTION PAYMENT (CIP) cont.

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	27,416.00	27,416.00	0.00	0.00	27,416.00	27,416.00
49	IREDELL	409,155.00	409,155.00	-100.64	0.00	409,054.36	409,054.36
50	JACKSON	156,359.00	156,359.00	-600.00	0.00	155,759.00	155,759.00
51	JOHNSTON	686,453.00	686,453.00	0.00	0.00	686,453.00	686,453.00
52	JONES	53,902.00	53,902.00	-514.00	0.00	53,388.00	53,388.00
53	LEE	271,229.00	271,229.00	0.00	0.00	271,229.00	271,229.00
54	LENOIR	378,958.00	378,958.00	0.00	0.00	378,958.00	378,958.00
55	LINCOLN	257,634.00	257,634.00	0.00	0.00	257,634.00	257,634.00
56	MACON	145,356.00	145,356.00	-1,427.66	0.00	143,928.34	143,928.34
57	MADISON	92,874.00	92,874.00	-125.00	0.00	92,749.00	92,749.00
58	MARTIN	140,946.00	140,946.00	0.00	0.00	140,946.00	140,946.00
59	MCDOWELL	214,415.00	214,415.00	-751.61	0.00	213,663.39	213,663.39
60	MECKLENBURG	3,481,193.00	3,481,193.00	-141,416.48	0.00	3,339,776.52	3,339,776.52
61	MITCHELL	66,467.00	66,467.00	0.00	0.00	66,467.00	66,467.00
62	MONTGOMERY	120,203.00	120,203.00	-334.74	0.00	119,868.26	119,868.26
63	MOORE	289,234.00	289,234.00	-7,321.64	0.00	281,912.36	281,912.36
64	NASH	413,882.00	413,882.00	0.00	0.00	413,882.00	413,882.00
65	NEW HANOVER	869,811.00	869,811.00	-14,392.87	0.00	855,418.13	855,418.13
66	NORTHAMPTON	138,101.00	138,101.00	0.00	0.00	138,101.00	138,101.00
67	ONslow	668,981.00	668,981.00	0.00	0.00	668,981.00	668,981.00
68	ORANGE	399,046.00	399,046.00	-13,739.62	0.00	385,306.38	385,306.38
69	PAMLICO	54,498.00	54,498.00	0.00	0.00	54,498.00	54,498.00
70	PASQUOTANK	207,557.00	207,557.00	0.00	0.00	207,557.00	207,557.00
71	PENDER	234,830.00	234,830.00	-8,912.42	0.00	225,917.58	225,917.58
72	PERQUIMANS	62,578.00	62,578.00	0.00	0.00	62,578.00	62,578.00
73	PERSON	181,795.00	181,795.00	0.00	0.00	181,795.00	181,795.00
74	PITT	1,015,678.00	1,015,678.00	-18,153.35	0.00	997,524.65	997,524.65
75	POLK	62,944.00	62,944.00	0.00	0.00	62,944.00	62,944.00
76	RANDOLPH	569,082.00	569,082.00	-5,028.85	0.00	564,053.15	564,053.15
77	RICHMOND	321,891.00	321,891.00	-3,520.61	0.00	318,370.39	318,370.39
78	ROBESON	1,000,594.00	1,000,594.00	-1,681.13	0.00	998,912.87	998,912.87
79	ROCKINGHAM	452,924.00	452,924.00	-452.04	0.00	452,471.96	452,471.96
80	ROWAN	613,769.00	613,769.00	-6,011.68	0.00	607,757.32	607,757.32
81	RUTHERFORD	345,990.00	345,990.00	0.00	0.00	345,990.00	345,990.00
82	SAMPSON	371,669.00	371,669.00	0.00	0.00	371,669.00	371,669.00
83	SCOTLAND	270,038.00	270,038.00	0.00	0.00	270,038.00	270,038.00
84	STANLY	227,121.00	227,121.00	0.00	0.00	227,121.00	227,121.00
85	STOKES	158,059.00	158,059.00	-778.20	0.00	157,280.80	157,280.80
86	SURRY	333,893.00	333,893.00	0.00	0.00	333,893.00	333,893.00
87	SWAIN	58,381.00	58,381.00	0.00	0.00	58,381.00	58,381.00
88	TRANSYLVANIA	118,166.00	118,166.00	0.00	0.00	118,166.00	118,166.00
89	TYRRELL	24,325.00	24,325.00	0.00	0.00	24,325.00	24,325.00
90	UNION	485,737.00	485,737.00	-6,526.85	0.00	479,210.15	479,210.15
91	VANCE	348,266.00	348,266.00	-44,073.64	0.00	304,192.36	304,192.36
92	WAKE	2,277,138.00	2,277,138.00	0.00	0.00	2,277,138.00	2,277,138.00
93	WARREN	120,156.00	120,156.00	0.00	0.00	120,156.00	120,156.00
94	WASHINGTON	81,581.00	81,581.00	0.00	0.00	81,581.00	81,581.00
95	WATAUGA	191,546.00	191,546.00	0.00	0.00	191,546.00	191,546.00
96	WAYNE	688,142.00	688,142.00	-16,588.91	0.00	671,553.09	671,553.09
97	WILKES	349,150.00	349,150.00	-175.00	0.00	348,975.00	348,975.00
98	WILSON	475,542.00	475,542.00	0.00	0.00	475,542.00	475,542.00
99	YADKIN	131,685.00	131,685.00	0.00	0.00	131,685.00	131,685.00
100	YANCEY	88,249.00	88,249.00	0.00	0.00	88,249.00	88,249.00
	Total	40,298,638.00	40,298,638.00	-501,742.50	0.00	39,796,895.50	39,796,895.50

↓ 6012 33018-5317-431069-000 CIP

↓ 6012 33018-372-593010-100

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance

Award Name: Low-Income Home Energy Assistance

Award Number: G20B1NCLIEA & G21B1NCLIEA

Award Date: FFY 2020 & 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This is the first installment of Crisis Intervention Funds. Additional funds will be released once the NC Budget is passed.

XS411 Heading: CRISIS

Tracked on XS411: Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO
LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

AUTHORIZED SIGNATURE

DATE:

October 20, 2020

Total Non-Smart Start funding includes funding from the following sources: CCDF, TANF, N-E and State appropriations.

David S. Ford

Paul S. Ford, Director
Division of Child Development and Early Education

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

This amendment is to budget donations received in order to provide goods and services to our clients.

Prepared by: Kelly Johnson
Date: 1/29/2021

BUDGET INFORMATION:

[illegible]

9mH