



ROWAN COUNTY COMMISSION AGENDA
February 1, 2021 - 3:00 PM

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: January 14, 2021 and January 19, 2021

1 Consider Approval of Consent Agenda

- 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
 - 3 Public Hearing & Summary Presentation - EDC 'Project Popcorn'
 - 4 Board of Education Surplus Properties
 - 5 Environmental Health Bi-Weekly Update
 - 6 Litter Report
 - 7 Budget Amendment
 - 8 Consider Approval of Board Appointments
 - 9 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: January 21, 2021
SUBJECT: Consider Approval of the Minutes: January 14, 2021 and January 19, 2021

ATTACHMENTS:

Description	Upload Date	Type
January 14, 2021 Minutes	1/25/2021	Cover Memo
January 19, 2021 Minutes	1/25/2021	Cover Memo

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



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

Rowan County Board of Commissioners

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

MINUTES OF THE SPECIAL VIRTUAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

JANUARY 14, 2021 – 1:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Participating Remotely: Greg Edds, Chairman
Jim Greene, Vice-Chairman
Judy Klusman, Member
Mike Caskey, Member

Absent: Craig Pierce, Member

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 participating remotely.

Chairman Edds convened the meeting at 1:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER APPROVAL OF THE AGENDA

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

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

A. Proclamation for Dr. Martin Luther King, Jr. Day

WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

WHEREAS, the 103rd Congress established the King Holiday and Service Act of 1994, inspiring millions of Americans to continue to fulfill Dr. King's vision of service to their neighbors and communities; and

WHEREAS, the King Holiday is an appropriate day to honor Dr. King, by meeting local and national needs, and by bringing our citizens together with an ongoing commitment to service throughout the year; and

WHEREAS, the citizens of Rowan County commemorate Dr. King's leadership and strength of character and realize the ongoing struggle to keep the dream alive for peace and dignity in our community and throughout the world.

NOW THEREFORE, the Rowan County Board of Commissioners does hereby proclaim January 18, 2021 as DR. MARTIN LUTHER KING, JR. DAY in Rowan County and encourages its citizens to honor Dr. King's lifetime work on Martin Luther King, Jr. Day and throughout the year for the betterment of all mankind.

2. PRESENTATION FROM HAZEN ENGINEERS

Aaron Babson and Roger Arnold with Hazen and Sawyer provided an update on the three (3) tasks approved by the Board of Commissioners in September 2020.

Mr. Arnold, the Company's lead and copper expert from Richmond, Virginia, provided an overview for the Northeast Rowan County Water System. The system served 162 active meter connections (450 people). The residents were previously served by private groundwater wells affected by industrial contamination. Mr. Arnold said the residents transitioned to receiving the public water supply in September 2018 as a consecutive system of Salisbury-Rowan Utilities (SRU). The water was treated by SRU and provided at point of entry through a master meter on Long Ferry Road.

SRU was the Operator in Responsible Charge (ORC) and responsible for operation and maintenance of the system. SRU was responsible for compliance with federal, state and local laws, rules and ordinances. SRU conducted system customer billing and bill collection and Rowan County paid SRU \$4,500 per month for the above services.

Using a power point, Mr. Arnold discussed Lead and Copper Rule Compliance (LCR). According to Mr. Arnold, significant changes were underway for LCR. The North Carolina Department of Environmental Quality (DEQ) required ten (10) homes to be sampled in the system on a regular basis. There was no lead and copper monitoring prior to the date the homes went to the public water system. Lead levels in four (4) homes exceeded the Action Level of 15 parts per billion (ppb). The source of lead was limited to privately-owned plumbing materials as determined by the knowledge of distribution system materials and inspections completed on those exceeding the action level. The LCR required "optimal corrosion control treatment" in the distribution system.

Using the power point, Mr. Arnold explained how lead and copper are released into the water through corrosion of building plumbing materials. Updated graphs showing the most recent samplings from the end of 2020 were provided and showed there continued to be some localized high lead levels within the system.

Chairman Edds inquired as to whether the same houses were used in each of the five (5) tests. Mr. Arnold said generally speaking the same houses were used. Mr. Arnold elaborated further by saying there were some minor changes in the testing based on customer participation and a willingness to test with a sample kit.

The proposed scope of work for the project consisted of three (3) task orders.

Task order #1 was for the Chemical Booster Pump Station - Design, bidding and construction of a chemical booster pump station.

Task order #2 was for Corrosion Control Testing to be done with Virginia Tech.

Task order #3 was for LCR Compliance Support and water quality analysis and optimization.

To further highlight the goals of the task orders, Mr. Arnold provided the following breakdown:

Task 1 Goals:

Feb. 5, 2020 - NC DEQ Letter

Make changes to provide water at the system point of entry with the following parameters:

- pH between 7.2 and 7.8
- Orthophosphate concentration between 1.0 mg/L and 3.0 mg/L
- A Chemical Booster Pump Station may be required to meet this designation.
- Project goal is to provide a design for a pump station meeting the requirements indicated by the State

Mr. Arnold provided more in-depth information regarding the chemical booster station.

Commissioner Greene inquired if an employee would have to remain at the chemical booster station fulltime or whether an SRU employee would be able to handle those duties. Mr. Arnold said there had been discussions with the project team about staffing and there were regulations pertaining to the staffing of these types of facilities. Mr. Arnold said he would check on the operator staffing requirement and get back with the Board as to the specifics.

Continuing with the power point, Mr. Arnold discussed the proposed site for the chemical booster station. Mr. Arnold showed the status of the design, which was expected to total approximately \$630,000. The design was submitted to the State and the County received public water supply authorization to construct on January 6, 2021. In early February 2021, it was anticipated to submit for the Rowan County building permit approval and advertisement. The pump station effectiveness would be decided by the results of the Virginia Tech study in Task 2.

Task 2 was for the corrosion control study at Virginia Tech. There were several ongoing steps to evaluate corrosion control that included water quality analysis, sample site assessments, investigative tap sampling and corrosion control testing.

Mr. Arnold discussed the bench-scale corrosion testing process being done at Virginia Tech.

Task 3 was the LCR compliance strategy update. There were four (4) potential compliance strategies being updated. The State's water quality designation must be met by June 12, 2021.

Actions Taken to Date included:

- Public education materials and notifications distributed to residents
- Voluntary lead and copper sampling program offered to customers
- Seven households participated
- One result exceeded the lead Action Level
- Certified point-of-use filters for lead removal provided to four customers with lead results above the Action Level
- Virtual community meetings weren't well attended
- Rowan County Under Contract to Engineer and Virginia Tech
- Virginia Tech study in progress to determine appropriate corrosion control treatment
- Booster Pump Station design nearing completion
- Distribution system water quality monitoring in progress

Rowan County was considering a contract to distribute certified filters to all residents in the distribution system.

Mr. Arnold elaborated on the Publicly Owned Utility (POU) Filter Distribution as follows: Implementation Schedule: Delivered by February 15, 2021

- Rowan County in discussions with a firm to assist in distribution of POU Filters certified for the removal of lead to below action levels to all customers whether affected by lead solder piping or not (free of charge to the customer)
- Customers will also receive a lead and copper sampling kit requesting a sample of the water quality in each home. Goal is to identify all homes with potential lead sources in plumbing.
- Consider an incentive to the customer to promote participation in this sampling effort. The County Manager recommended a one-month water use credit not to exceed \$72 for participation in the sampling program.

The next steps were to:

- Complete the Virginia Tech Study to determine effective mitigation measures
- Complete voluntary sampling assessment
- Submit treatment change request form to DEQ
- Implement the chosen alternative to best protect the citizens of Rowan County

Mr. Babson referred to the earlier inquiry from Commissioner Greene pertaining to an employee being required to be at the chemical booster station. Mr. Babson said the responsibility ultimately fell under the ORC for the system and he understood the requirement was for a minimum daily visit from the operator.

Commissioner Greene said a lot of information had been presented during the meeting to not only the Board but to the water customers. Commissioner Greene felt the most important issue today was to encourage all 162 customers to help the County get samples of their water and to let the public know the County was trying to eliminate all lead.

- Wendy Everhart, who was participating in the meeting remotely, posted the following inquiries: “I am a homeowner in the area. Am I understanding this correctly that this is only occurring in those homes where water sits in lead material within those homes? Is the concern that water from those homes is leading to lead levels to neighboring homes who may not have lead materials?”

Mr. Arnold explained that water coming from SRU was treated and did not contain lead. Water moving through the distribution system up to private residences also did not contain lead. Mr. Arnold said the issue was localized to within individual buildings, which made it a challenge for utilities to address. Mr. Arnold said the most important factor was to determine if there was any lead for homes constructed prior to around 1986. Mr. Arnold discussed the importance of participating in the voluntary sampling program, which not only helped the County going forward but also helped the customers understand if there was lead in their plumbing and lead in their water as a result. Mr. Arnold outlined the steps residents could take to minimize their risks if their homes did have lead in the plumbing. The steps included flushing water for three (3) minutes prior to use. Mr. Arnold mentioned that many of the communications coming from Rowan County outlined the steps users can take. Mr. Arnold stated if there was lead in one (1) home, it was localized and would not affect the water quality to its adjacent neighbors.

Commissioner Greene said the public should also be aware that boiling water would not get rid of the lead. The water had to be filtered or treated.

For further clarity to Ms. Everhart, Jim Behmer of SRU stated there were backflow valves in meter boxes and no water was back-siphoned into the system and into another home.

Commissioner Greene reiterated the Board did not have all the information it needed and was taking steps to protect the people in the area. The final decision would be made once the information was received from Virginia Tech and the engineers.

- Ms. Everhart posed an additional question as follows: “Can you help me understand how the booster system will help if this is an individual home issue?”

Mr. Arnold said the LCR required utilities to treat the water in a way that minimized the potential for release of lead in homes where there may be a lead source. As shown in the presentation, the situation was best described as a shared responsibility. The plumbing was owned by each private resident; the water utility had a responsibility with the current federal regulations to find a way to treat the water in order to minimize the release of lead in any homes that could have a source of lead. Mr. Arnold said it was important to recognize there were limits to what treatments could do for the homes that did contain lead plumbing. In working with Virginia Tech, Mr. Arnold said the County hoped to find a treatment strategy that would reduce the potential for lead to enter the water.

Commissioner Klusman asked Ms. Everhart to encourage her neighbors to get the test and to work with the County on making sure their water is safe.

Chairman Edds agreed with Commissioner Klusman and said the more tests and results received, the more specific the County could be with treatment.

Chairman Edds moved to approve the contract with 120Water (who is handling distribution of the pitchers and also the testing kits), not to exceed \$38,000. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Chairman Edds moved to authorize staff to provide a \$72 credit to water customers who participate in the lead testing program provided by 120Water. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

3. ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 1:47 p.m. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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
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MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

January 19, 2021 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

DRAFT

Absent: Mike Caskey, Member

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added a request from the Economic Development Commission to schedule a public hearing for February 1, 2021 to consider "Project Popcorn." The request was added to the Consent Agenda as Item K.

Chairman Edds added two (2) documents (HDR Master Contract and Task Order #20) from Finance Director James Howden to existing Consent Agenda Item J (Landfill Engineering Services).

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the January 4, 2021 Commission Meeting passed unanimously (4-0).

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Ratify Z 07-20: Mitch Wilson
- B. Ratify Z 05-20: Steinman Storage
- C. Ratify Z 06-20: Nengtou Vue
- D. FY 2021 Governor's Crime Commission Local Law Enforcement Block Grant
- E. Piedmont Skydiving: Request to Modify Structure Type
- F. Grant Authorization Request
- G. Nature Center FY21 Grant
- H. Revised Catawba College Parking Lot Lease at West End Plaza
- I. Crossnore School & Children's Home – Foster Care Services
- J. Landfill Engineering Services (additional documents were added to this agenda item during Additions to the Agenda and are hereto attached to the minutes for the record)
- K. Schedule a Public Hearing for February 1, 2021 to Consider "Project Popcorn" (addition to the Consent Agenda)

DRAFT

2. PUBLIC COMMENT PERIOD

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

3. ANIMAL SERVICES – PUBLIC HEARING FOR PROPOSED CHANGES TO ROWAN COUNTY ORDINANCES CHAPTER 5 SECTION 5-46

Bob Pendergrass, Director of Animal Services, said based on citizen complaints to the Department and also to a Commissioner, staff was tasked with looking into an issue it had never dealt with. Mr. Pendergrass said staff learned people were feeding whole animal carcasses to their domestic animals in the public's view and the County had no ordinance granting authority to address the issue.

Mr. Pendergrass said staff had spoken with the North Carolina Wildlife Resources Commission and the North Carolina Sporting Dog Association to get a hunting perspective on the matter.

Mr. Pendergrass mentioned it would be up to the Board as to whether it wanted to impose a penalty for the issue.

Mr. Pendergrass submitted the proposed text amendment in the agenda packet to add language to Chapter 5, Animals, Section 5-46, as follows:

(e) It shall be unlawful to intentionally feed whole animal carcasses to domesticated animals in public view.

Mr. Pendergrass explained if the Board wanted to add a penalty for the issue, it typically started with a minimal fine, increasing with each infraction thereafter. Mr. Pendergrass said the first goal was to educate people before imposing fines. Mr. Pendergrass said staff had the option of writing a citation and taking the matter to court; however, he felt it best to establish fines in the beginning.

Commissioner Greene asked County Attorney Jay Dees whether it would circumvent the proposed text if someone were to remove a section of the dead animal to avoid the animal carcass being considered as "whole". Mr. Dees felt the intent of the provisions was to get the dead carcass out of the front yard and out of visibility of public view. Mr. Dees said the text was not intended to change the custom and practice of how farmers feed their animals but rather he thought it was designed to get the feeding out of the front yard that were viewable to the public.

Mr. Pendergrass confirmed the statement by Mr. Dees was the intention of the language.

Commissioner Pierce said the language was not intended to be intrusive to people who hunt, etc. but to encourage people to be good neighbors and not feed large animal carcasses to dogs in their front yard.

Mr. Pendergrass said the situation was the first for this type of complaint. The issue occurred in a neighborhood with small acreage with other homes. There was no homeowners association in the neighborhood and no recourse to address the matter.

Commissioner Pierce said a meeting was held at the Animal Services office to hear the neighbors' complaints. It was learned the individual causing the situation was not the property owner and Mr. Pendergrass was to speak with the property owner to see if she could intervene in the situation. Mr. Pendergrass said the situation had not happened again but he had not received a response from the owner.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed text amendment. The following individuals addressed the Board and/or submitted written comments on the matter:

- David Childers, 7391 Blackwelder Road, Salisbury, NC submitted written comments in advance of the hearing. Mr. Childers felt the proposed regulation was unnecessary.

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

After a brief discussion, the Board was favorable to table the issue until mid-February.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to table the issue to mid-February passed unanimously (4-0). Commissioner Klusman had left the room and was therefore recorded in the affirmative.

4. REVIEW IMPLEMENTATION TIMELINE FOR MATRIX PLANNING AND DEVELOPMENT STUDY

Using a power point, Assistant County Manager/CIO Randy Cress presented a timeline for implementation of the tasks from the Matrix Study that was received following their findings in April 2020 and the follow-up presentation in September 2020.

Mr. Cress provided a recap of the Matrix Study Project Scope Review as follows:

- Evaluate the development review and permitting functions in Building, Environmental Health, Environmental Management, Fire and Planning
- Analyze current processes and staffing needs
- Assess technology needs related to development review
- Feasibility assessment of a consolidated permitting department

Mr. Cress highlighted the task list in the agenda packet. Mr. Cress said he would be working with the departments for implementation alignment and engage the department stakeholders for collaboration. Mr. Cress briefly mentioned the fiscal year budget alignment for the tasks.

Continuing with the power point, Mr. Cress reviewed the following:

Technology Task Highlights

Online Portal for all things Development and Permitting

- 1st Phase: Review of status of existing building permits – Beginning mid-February – CHANGE
- 2nd Phase: Place initial popular building inspection permits online – Next 3 months – NEW
- Reviewing online payment processes – New
- Evaluating Fire Inspections needs for FY 21 recommendation (Software Transition) – CHANGE

Electronic Plan Review

- Evaluating software and hardware needs for FY 21 recommendation – NEW

Centralized development review (hub) that acts as a digital one stop shop (Short term)

Staffing Related Task Highlights

- Immediate position modifications completed:
 - Erosion Control Specialist – Planning
 - Environmental Health Position Changes
- Budget related Position tasks:
 - Fire Inspections/Building Inspections Staffing levels
 - Environmental Health Career Progression
 - Planning Department Recommendations

Process Improvement Task Highlights

- Reduce or eliminate unnecessary processes in citizen workflow
- Recommend fee schedule across all departments providing services
 - Adopt a technology fee to add to development review and permitting fees to account for software and technology upgrades
- Create and implement a special event application and permit
- Maintain current departments and Director positions

What to expect next...

- Collaborative effort across departments involved
 - Expansion of capabilities of our software platform
 - Onboarding and migration from other department-specific platforms
 - Movement from paper-based to electronic processes (internal/public)
- Budgetary items for FY21 will include:
 - Staffing recommendations based on current needs and Matrix findings
 - Hardware/Software costs to continue move to a unified platform
 - Fee review and staff recommendations

The information was presented with a request to accept the timeline as proposed and to allow work to continue through the proposed tasks. No budgetary items were requested. All budgetary considerations would fall within standard fiscal year cycles unless a situation warranted immediate action during the implementation process.

Chairman Edds asked if the implementation involved working with any municipalities and their processes. Mr. Cress responded there were internal processes Rowan County needed to work through first; however, the County could work with any municipalities as other issues were identified.

In response to an inquiry from Commissioner Greene, Mr. Cress discussed how the platform allowed for expansions and tracking. Mr. Cress also confirmed how permits could be viewed in the system once they were entered.

Chairman Edds emphasized that having a consistent, predictable and efficient process was so important to developers, whether residential or commercial. Chairman Edds said the County had great staff; however, the connections between the departments

was not currently as fluid as it could be. Chairman Edds said he looked forward to Rowan County utilizing technology that would take the guess work out of the process.

In closing, Chairman Edds praised Mr. Cress and thanked him for seeing the County through the burden that had been placed on him with the technology. Chairman Edds reassured Mr. Cress of the Board's confidence in him to move the County forward "into the next century."

4. FINANCIAL REPORTS

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

- Annual Cumulative Expenditure Comparisons as of December in FY '21 - \$74,529,148
- Annual Cumulative Revenue Comparisons as of December in FY '21 - \$84,277,884
- Annual Cumulative Current Year Property Tax Comparisons as of November in FY '21 – \$59,761,902
- Annual Cumulative Sales Tax Comparisons as of September in FY '21 - \$7,570,930

6. CONSIDER APPROVAL OF BUDGET AMENDMENTS

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

- Finance – Budget the FY20 Homeland Security Grant awarded to Rowan County for the purchase of a prime mover. This award was approved by the Board on October 19, 2020. \$60,000
- Sheriff – Recognize excess revenue from State Asset Forfeiture and transfer funds to Technology-Service and Maintenance Account to allow payment of Invoices. \$4,326
- Finance – Budget the FY21 Natural and Cultural Resources Grant awarded to Rowan County Nature Center. \$60,000

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Greene and passed unanimously (4-0). Commissioner Klusman had left the room and was therefore counted in the affirmative.

7. CLOSED SESSION

Chairman Edds moved at 6:45 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on September 8, 2020, September 21, 2020, October 19, 2020 and November 16, 2020; and North Carolina General Statute 143-318.11(a)(5) to consider real estate negotiations. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to return to Open Session at 7:20 p.m. passed unanimously (4-0).

The Board returned to Open Session at 7:20 p.m. No action was taken.

8. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 7:20 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

EXHIBIT A

TASK ORDER NUMBER 2020 - 01
TITLE V AND EPA GAS REPORTING

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), signed January ____, 2021, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2020 - 01

PROJECT NAME: ROWAN 2020 – 2021 TITLE V REPORTING

PART 1.0 PROJECT DESCRIPTION:

Rowan County maintains a Title V permit application effective December 19, 2019 for the landfill located at 689 Campbell Road, Woodleaf, North Carolina.

In order to maintain compliance with the permit conditions the facility is required to complete annual reporting on the waste acceptance rates and emission estimates, maintain and monitor the landfill gas collection system, and generate system plans. Our proposal, as detailed in the Scope of Work below, represents our understanding of the air quality related compliance monitoring and reporting activities that will be required during 2020-2021 fiscal year.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Task 1 –Landfill Gas Reporting

The Landfill will be required to prepare and submit the following routine reports and emission inventories during 2020-2021 fiscal year. The expected fee for this task is \$107,500.

Task 1A - Title V Permit Compliance Monitoring

- Monthly (12) wellhead monitoring events – Monitor and record all required compounds at each wellhead.
- Quarterly (4) surface emissions monitoring events – Monitor and record surface emissions of methane from the landfill as required by the permit.
- Monthly (12) landfill cover integrity monitoring events – Monitor and record the condition of the landfill cap as it pertains to landfill gas emissions.

Task 1B - Title V Permit Reports and Inventory

- Two (2) semi-annual compliance reports:
 - July 1, 2020 – December 31, 2021 (2H20 report), due by January 30, 2021.
 - January 1, 2021 – June 30, 2021 (1H21 report), due by July 30, 2021.
- Annual compliance certification report for calendar year 2020 – due by March 1, 2021.
- Annual emission inventory for calendar year 2020 – due by June 30, 2021 (submitted via DEQ's AERO electronic reporting system).

- Annual GHG emission inventory for calendar year 2020 – due by March 31, 2021 (submitted via EPA's e-GGRT reporting tool).

Task 1C - Landfill Gas Collection System Maintenance

- Annual calibration of the main gas analyzer by QED personal.
- Identify, preform or coordinate repairs on well heads, laterals, gas mains, or any other equipment necessary to the functionality of the landfill gas collection system.

Task 1D – Wellfield Calibration

- Calibrate the new landfill gas collection wells after the completion of the 9 well expansion.
- Recalibrate all existing wells to meet NSPS requirements due to fluctuations in vacuum pressure from the expansion startup process.

Deliverables:

1. Draft of each report, provided at least two (2) weeks prior to submission date for County review and comment;
2. Final of each report, provided at least one (1) week prior to submission date for County signature and submittal.

Clarifications:

1. All information needed to prepare the reports will be provided by the County based on an information needs list prepared by HDR for each.
2. Two meetings are included.
3. County will pay emission inventory fees.
4. Wellfield calibration includes 5 full day site visits.

PART 3.0 SCHEDULE

These tasks are for services for the 2020-2021 fiscal year and will follow the reporting dates as shown in Part 2.0 of this task order.

PART 4.0 PAYMENTS TO ENGINEER

HDR will complete the scope outlined in this proposal for \$107,500.

This Task Order is executed this _____ day of _____, 2021.

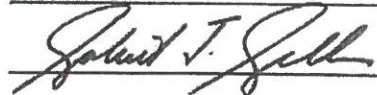
ROWAN COUNTY, NORTH CAROLINA
"OWNER"

HDR ENGINEERING, INC. OF THE CAROLINAS
"ENGINEER"

DATE: _____

DATE: January 14, 2021

BY: _____

BY: 

NAME: _____

NAME: Robert J. Rella, PE

TITLE: _____

TITLE: Senior Vice President

ADDRESS: _____

ADDRESS: 440 South Church St. Suite 100
Charlotte, NC 28202

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of the 14th day of January, 2021, between Rowan County, North Carolina, hereinafter referred to as "OWNER", and HDR Engineering, Inc. of the Carolinas, hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. of the Carolinas Terms and Conditions for Professional Services." Refer to Attachment 1 – Compensation for a list of billing rates.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. of the Carolinas Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

SECTION V. NON-APPROPRIATION CLAUSE

ENGINEER 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 ENGINEER 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 ENGINEER of such limitation or change in Rowan County's legal authority.

SECTION VI. CONTRACT TERM

Services will be for a period of five (5) years from the date of the Agreement is made unless extended through mutual consent of the OWNER and ENGINEER.

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

ROWAN COUNTY, NORTH CAROLINA
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC. OF THE
CAROLINAS
"ENGINEER"

DATE: January 14, 2001

BY: Robert J. Rella

NAME: Robert J. Rella, PE

TITLE: Senior Vice President

ADDRESS: 440 S. Church St. Suite 1000
Charlotte, NC 28202

EXHIBIT A

TASK ORDER YYYY-NN (sequential by year)

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), dated _____, 2021, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER'S FEE:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

_____	HDR ENGINEERING, INC. OF THE CAROLINAS
"OWNER"	"ENGINEER"
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
_____	_____

HDR Engineering, Inc. of the Carolinas

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the laws of the state of North Carolina.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving sixty (60) days written notice. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify

OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

18. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

ATTACHMENT 1

COMPENSATION

This Attachment pertains to an Agreement by and between Rowan County ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), dated January 14, 2021, ("the Agreement").

This Attachment shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of the Agreement.

2021 labor rates for services performed on a not-to-exceed basis:

LABOR (Billing Rates)

Client Manager/Principal	\$225 - 255/hour
Senior Technical Resource	\$190 - \$240/hour
Senior Project Manager	\$170 - \$210/hour
Project Manager	\$130 - \$170/hour
Senior Project Engineer	\$155 - \$195/hour
Project Engineer	\$125 - \$155/hour
Staff Engineer	\$ 85 - \$120/hour
Staff Hydrogeologist	\$100 - \$140/hour
Senior Environmental Scientist	\$120 - \$175/hour
Staff Environmental Scientist	\$ 80 - \$115/hour
Senior Designer	\$110 - \$140/hour
Staff CADD Technician	\$ 80 - \$100/hour
Senior Project Administrator	\$ 90 - \$125/hour
Administrative Support	\$ 65 - \$ 85/hour
Senior Resident Project Representative	\$110 - \$150/hour
Staff Resident Project Representative	\$ 70 - \$110/hour

The labor rates listed provide a range for each category of service. Tasks will be performed on a lump sum or not-to-exceed basis depending on the type of service provided. HDR will endeavor to utilize the most qualified individual at the lowest billing rate category in conjunction with the Rowan County effort. Rates will be adjusted annually based on calendar year.

EXPENSES

All project expenses (i.e., reproduction, travel, lodging, meals, etc.) and subcontractors cost (drillers, etc.) will be marked up by 10%.

QUALITY ASSURANCE/QUALITY CONTROL

HDR has in place a detailed Quality Assurance/Quality Control Program for our clients' projects. We would appreciate the opportunity to review this program with the County and discuss how it is consistently applied across HDR's projects.

At the core of HDR's mission is delivering quality service to our clients, which includes successful compliance with project schedules.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 1/12/2021
SUBJECT: Sale of Ground Lease Hangar T20 from Black to Baird

Charles Black sold his hangar to Adam Baird. A new ground lease has been prepared and awaits signature.

Approve on Consent Agenda.

ATTACHMENTS:

Description	Upload Date	Type
Bill of Sale and Ground Lease	1/12/2021	Exhibit

NORTH CAROLINA

ASSIGNMENT OF HANGAR LEASE

ROWAN COUNTY

This Agreement made the 16 day of March, 2020 by and among
Charles B. Black (hereinafter referred to as the "Tenant"), ROWAN
COUNTY, a body politic (hereinafter referred to as the "Landlord"), and
Adam Baird (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 16 day of March, 2020, Tenant
succeeded to the rights, duties and obligations under that certain Lease Agreement
(hereinafter referred to as the "Lease") dated the same date, in which, Rowan County
as Landlord, and to which Landlord herein succeeded, for premises located in Rowan
County, North Carolina, commonly known as T-Hangar 20 located at the Rowan County
Airport, which premises are more particularly described in the Lease which is hereby
incorporated by reference as if herein set forth in full.

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

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

NOW, THEREFORE, in consideration of the sum of 35 Thousand
0 Hundred 0 and no/100 (\$ 35,000. .00)
Dollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and
of other good and valuable consideration, the parties hereto hereby covenant and agree
as follows:

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

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

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

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

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

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

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

TENANT:

Charles B. Black
Print Name: Charles B. Black

Mailing Address: 860 Mainsail Road
Salisbury, NC 28146

ASSIGNEE:

Adam Baird
Print Name: Adam Baird

Mailing Address: 231 West Glenview Dr
Salisbury NC ~~28147~~ 28147

LANDLORD: ROWAN COUNTY
BY:

Its: Chairman/Manager

Mailing Address: _____

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, in consideration of the sum of \$35,000.00, This is hereby acknowledged by Charles B. Black, and other valuable considerations, the tender and receipt of which is hereby acknowledged, for the leasehold interest, together with the personal property located thereon and within, the airport hanger designated as T-Hanger No. 20, located at 3670 Airport Loop Road, Salisbury, NC, does hereby grant, sell, transfer, and deliver unto Adam Baird the leasehold interest, together with the personal property located on, about and within the airport hanger designated as T-Hanger No. 20 located at 3670 Airport Loop Road, Salisbury, NC.

To have and to hold all and singular the goods and chattels to Adam Baird, his heirs and assigns, to his own use and behoove forever.

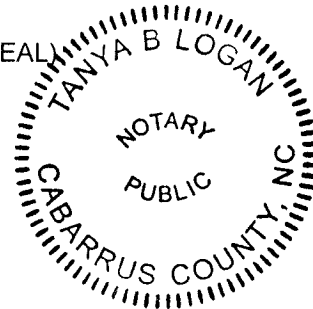
And the undersigned hereby covenant with the grantee that he is the lawful owner of said goods and chattels; that he has good right to sell the same as aforesaid; and, that he will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the undersigned have thereunto set forth their hand and seal, on this date:

16 day of March 2020

Charles B. Black
Charles B. Black

(SEAL)



STATE OF North Carolina

COUNTY OF Rowan

I, the undersigned Notary Public of the County or City of Salisbury and State aforesaid, certify that Charles B. Black personally appeared before me this day and acknowledged the due execution of the foregoing instrument of for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 16 day of March, 2020

(Affix Seal)

Tanya B. Logan

NOTARY PUBLIC

Tanya B. Logan

Notary's Printed or Typed Name

My Commission Expires: 11/21/23

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Don Bringle
DATE: 1/13/2021
SUBJECT: Woodleaf Community Park Change Order

PARTF Grant Application Assistance Fee for Woodleaf Community Park Change Order

ATTACHMENTS:

Description	Upload Date	Type
PARTF Grant Application Assistance Change Order	1/13/2021	Cover Memo

Date: January 13, 2021**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES:**

BETWEEN Rowan County (Owner / Client)
AND The John R. McAdams Company, Inc.

ORIGINAL AGREEMENT DATED	<u>February 21st, 2020</u>
PROJECT NAME	<u>Woodleaf Elementary School Site Park Master Plan</u>
PROJECT LOCATION	<u>Gym Street Woodleaf, NC</u>
PROJECT NUMBER	<u>ROW-19000</u>
CLIENT CONTACT	<u>Don Bringle</u>

We hereby amend the Agreement for the above-referenced project, as follows:

Owner / client authorizes The John R. McAdams Company, Inc. to perform the following additional services:

A1.22 PARTF Grant Application Assistance

Fee: \$ 5,000

McAdams will assist the County with tasks associated with preparation of a PARTF grant application.

Specific tasks, as required by the application, are as follows:

- > Documentation of the Public Input Process. McAdams will document public input outlined in above tasks for use in support of the PARTF grant application.
- > Participation in up to two (2) meetings (telecon or at McAdams offices) with Recreation Resources Services staff as part of the pre-application process.
- > Preparation of the master plan graphic (PARTF Exhibit) that meets the requirements listed on page 13 of the PARTF grant application.
- > Preparation and submission of the grant application.
- > Does not include preparation of Environmental review or Phase I investigation. These services can be provided at owner's request.

The Fee for these additional services shall be:

\$ 5000.00

The Terms and Conditions of the original Agreement shall apply to this amendment.

OWNER / CLIENT

By: _____
Printed Name: _____
Position: _____
Date: _____

THE JOHN R. MCADAMS COMPANY, INC.

By:  _____
Printed Name: Nick Lowe
Position: Senior Landscape Architect
Date: 01-13-2021

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 1/20/2021
SUBJECT: RTS Public Transportation Agency Safety Plan (PTASP)

The Federal Transit Authority (FTA) created a new requirement for transit systems to develop a Public Transportation Agency Safety Plan (PTASP) that includes the processes and procedures necessary for implementing Safety Management Systems (SMS). A basic template was provided by the FTA for each agency to modify and customize as needed. The PTASP was reviewed by the Transit Advisory Committee. Annual updates, changes and edits can be made as needed and will be tracked accordingly.

Approve the PTASP as presented for the Rowan Transit System.

ATTACHMENTS:

Description	Upload Date	Type
PTASP Plan signed by Transit Manager & Director	1/20/2021	Exhibit

Public Transportation Agency Safety Plan

Rowan County

ROWAN TRANSIT SYSTEM

Be an original.



DECEMBER 2020

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Section 1. Transit Agency Information

General Information

Rowan Transit System (RTS) Accountable Executive: Avis Heggins, Operations Manager
Chief Safety Officer: Raynah Phillips, Safety & Training Officer

Address/Phone/Web

2722 Old Concord Rd, Salisbury, NC 28146

(704) 216-8888

<https://www.rowancountync.gov/231/Rowan-Transit-System>

Modes of Service: Para Transit, Fixed Route

FTA Funding Sources: 5310, 5307, RPG, EDTAP, HCCGB

Modes of Service Directly Provided:

- | | | |
|--|---|--|
| ☐ Bus (MB) | ☐ Bus Rapid Transit (RB) | ☐ Publico (PB) |
| ☒ Demand Response (DR) | ☒ Commuter Bus (CB) | ☐ Trolleybus (TB) |
| ☐ Demand Response Taxi (DT) | ☐ Jitney (JT) | ☐ Vanpool (VP) |

☒ [TS] does not provide transit services on behalf of another transit agency or entity.

☐ [TS] provides the below transit modes on behalf of the following transit agency(s) or entity(s).

Transit Agency: _____

- | | | |
|--|---|--|
| ☐ Bus (MB) | ☐ Bus Rapid Transit (RB) | ☐ Publico (PB) |
| ☐ Demand Response (DR) | ☐ Commuter Bus (CB) | ☐ Trolleybus (TB) |
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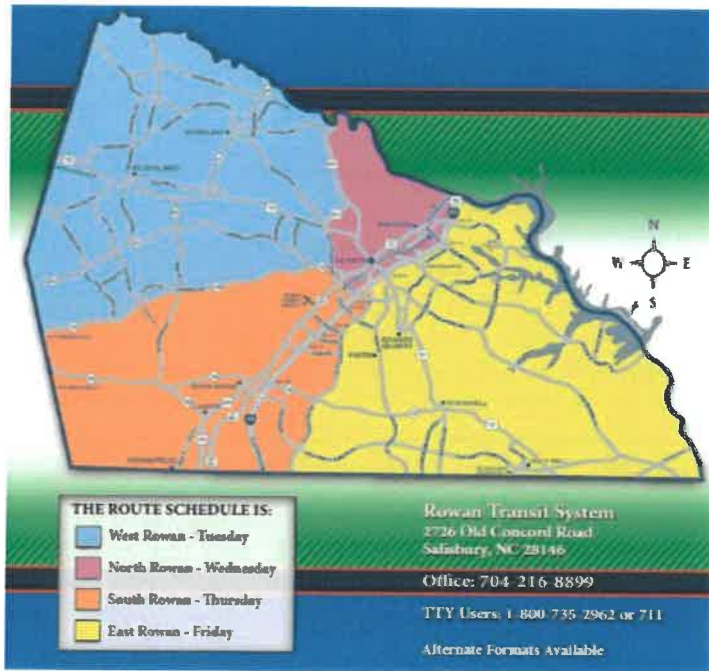
The Agency Safety Plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

Description of service:

Rowan Transit System serves all of Rowan County outside the City of Salisbury's Urban Transit System. RTS is a non-emergency public transportation service for Rowan County residents. It operates Monday through Friday from 7:00AM to 5:00 PM excluding county holidays. The Rowan Express services are provided 5:19 a.m. to 6:45 p.m. The fare is \$1.00 per trip for all riders except for those eligible for certain grant funded programs or Medicaid. Contributions are accepted to support the operating cost of the system.

Transportation service is available one day per week for each area of the county. By having designated days, RTS can operate more efficiently to help as many people as possible on the same day.

See Map and Areas Served below:



Section 2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	Rowan Transit System (Rowan County)		
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature	
	Avis Heggins 	12/7/2020	
Approval by the Board of Directors or an Equivalent Authority	Name of Individual/Entity That Approved This Plan	Date of Approval	
	Valerie S. Steele 	12/7/2020	
	Relevant Documentation (title and location)		
	Airport & Transit Director, Rowan County		
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification	
	Relevant Documentation (title and location)		
Version Number and Updates <i>Record the complete history of successive versions of this plan.</i>			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
0		Document Origination	12/7/2020
Annual Review and Update of the Public Transportation Agency Safety Plan <i>Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.</i>			
The AE and CSO will review and update the PTASP by May 1 of each year. The AE and CSO will then present any updates to the Transit Director. The Transit Director will either approve as written or make by June 30. Any changes will be documented.			

Section 3. Safety Performance Targets

Safety Performance Targets <i>Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.</i>							
Mode of Transit Service	Fatalities	Fatalities (per 100k VRM)	Injuries	Injuries (per 100k VRM)	Safety Events	Safety Events (per 100k VRM)	System Reliability (per 25k VRM)
Fixed Route Bus	0	0	0	0	1	1.11	1
Demand Response	0	0	0	0	1	0.16	1

Performance Measures:

Revenue miles indicated are the average from previous 5 years. RTS moved operations in house in October of 2020 and changes to routes/services have occurred that may impact the total revenue mile in the future.

- ◆ SAFETY PERFORMANCE MEASURE: FATALITIES
 - Customers, employees and the public
 - 0 – Fatalities on Fixed Route
 - 0 – Fatalities on Demand Response
 - 89,854 – Revenue miles on Fixed Route
 - 624,443 – Revenue miles on Demand Response
- ◆ SAFETY PERFORMANCE MEASURE: INJURIES
 - Customers, employees and the public
 - 0 – Accidents with injury on Fixed Route
 - 0 – Accidents with injury on Demand Response
 - 89,854 – Revenue miles on Fixed Route
 - 624,443 – Revenue miles on Demand Response
- ◆ SAFETY PERFORMANCE MEASURE: SAFETY EVENTS
 - Combined above with reportable incidents for customers, employees and the public
 - 1 – Safety incident on Fixed Route
 - 1 – Safety incident on Demand Response
 - 89,854 – Revenue miles on Fixed Route
 - 624,443 – Revenue miles on Demand Response
- ◆ SAFETY PERFORMANCE MEASURE: SYSTEM RELIABILITY
 - 1 – On road call Fixed Route (per 25,000 miles)
 - 1 – On road call Demand Response (per 25,000 miles)
 - Preventative Maintenance Oversight

Safety Performance Target Coordination		
<i>Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.</i>		
<i>RTS reports safety performance data in Asset Works and the National Transit Database.</i>		
Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	NCDOT	12/7/2020
Targets Transmitted to MPO(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	N/A	N/A

Section 4. Safety Management Policy

Safety Management Policy Statement

Rowan Transit (RTS) strives to provide safe, reliable, comfortable, and innovative transportation options to every member of the community. The Public Transportation Agency Safety Plan (PTASP) has been developed to integrate safety into all RTS system operations. By using the procedures contained in the PTASP, RTS can continue to improve the safety and security of RTS's operation and services.

This PTASP describes the policies, procedures, and requirements to be followed by management, maintenance, and operations personnel to provide a safe environment for RTS employees, customers, and the general public. The goal of this program is to eliminate the human and fiscal cost of avoidable personal injury and vehicle accidents.

Each department has a responsibility under the PTASP. The AE, CSO and supervisors shall provide the continuing support necessary to achieve the PTASP objectives. A key to the success of this effort is for employees to be aware that they are accountable for safely performing the requirements of their position. The success of the program also depends on all employees actively identifying potential hazards and making a commitment to the safety of others.

RTS must be aware that decisions and actions often affect the safety of those in other operations. By following the processes described in the PTASP, RTS will continue to improve performance and the safety of the system while creating a culture of safety.

RTS's commitment is to:

- **Support** the management of safety through the provision of appropriate resources that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as the attention to the results of the other management systems of the organization;

- **Integrate** the management of safety among the primary responsibilities of all managers and employees;
- **Clearly define** for all staff, managers, and employees alike, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of RTS's safety management system;
- **Establish and operate** hazard identification and analysis, and safety risk evaluation activities—including an employee safety reporting program as a fundamental source for safety concerns and hazard identification—to eliminate or mitigate the safety risks of the consequences of hazards resulting from RTS operations or activities to a point which is consistent with an acceptable level of safety performance;
- **Ensure** that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- **Comply** with, and wherever possible exceed, legislative and regulatory requirements and standards;
- **Ensure** that sufficient skilled and trained human resources are available to implement safety management processes;
- **Ensure** that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills;
- **Establish and measure** safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- **Continually improve** safety performance through management processes that ensure that appropriate safety management action is taken and is effective; and
- **Ensure** externally supplied systems and services to support operations are delivered, meeting established safety performance standards.

Rowan Transit's Goals for Safety are established as follows:

- In collaboration with the Rowan County Service Area, design, construct, test, and operate a transportation system that achieves an optimum level of safety, exceeding the safety performance of other transit systems of a similar size in the United States.
- Identify and evaluate, then eliminate or control hazards to employees, customers, and the public.
- Meet or exceed all government and industry occupational health and safety standards and practices.

- Maximize the safety of future operations by affecting the design and procurement processes.

The objectives of the PTASP are the means to achieving its goals. They also provide a method of evaluating the effectiveness of RTS's safety efforts. The PTASP objectives are:

- Integrate safety management and hazard control practices within RTS.
- Assign responsibilities for developing, updating, complying with, and enforcing safety policies, procedures, and requirements.
- Verify compliance with RTS safety policies, procedures, and requirements through performance evaluations, accident/incident trends, and internal audits.
- Investigate all accidents/incidents, including identifying and documenting the causes for the purpose of implementing corrective action to prevent a recurrence.
- Increase investigation and systematic documentation of near misses.
- Identify, analyze and resolve safety hazards in a timely manner.
- Minimize system modifications during the operational phase by establishing and utilizing safety controls at system design and procurement phases.
- Ensure that system modifications do not create new hazards.
- Train employees and supervisors on the safety components of their job functions.

Rowan County Transit (RTS) takes these commitments seriously as the lives of RTS riders, employees and the general public depend on RTS's ability to operate in a culture of safety.


 Accountable Executive
 12/7/2020
 Date

Safety Management Policy Communication

Rowan Transit (RTS) realizes the importance of ensuring its employees and riders are aware of RTS safety management policies and procedures to effectively manage the system's day to day operations. To do this, RTS relies on several forms of effective communication.

Employees: RTS is constantly evaluating existing policies and procedures to verify their effectiveness. To do this, RTS seeks input from all staff including, but not limited to, the Transit Advisory Committee, Rowan County Board of Commissioners, County Manager, Risk Manager, human resources, information services, and the County Attorney, to determine if change is necessary based on trends, data analysis, operational changes or new assets. Several methods are used to communicate policy and/or procedure changes, including:

- ◆ Bulletin board notices
- ◆ Departmental meetings
- ◆ Departmental Training
- ◆ Written Procedures/Memorandums

RTS includes a training element for safety management policies impacting safety or service delivery and is conducted before the policy effective date. New policies and procedures are incorporated into orientation training for new employees as well.

Depending on the importance of the policy or procedure change, an acknowledgement signature is required of each employee verifying their understanding of the change.

Riders: If a rider policy is changed or added, RTS notifies riders through the following methods:

- ◆ Notice posted on vehicle and facilities including effective date and who to contact for more information
- ◆ Changes to digital rider guidance including schedules and ride guides as appropriate
- ◆ Public Meetings
- ◆ Social Media
- ◆ Any services impacted by policies changes will include outreach as required by Federal Guidance
- ◆ Local media outlets
- ◆ Website
- ◆ Flyers
- ◆ Telephone

Authorities, Accountabilities, and Responsibilities

As mentioned in the Safety Policy Statement, the ultimate authority for the success of this PTASP falls to the Accountable Executive (AE). The Chief Safety Officer (CSO), the administration and management team, as well as employees fulfilling their commitment to safety on a day-to-day basis support the AE.

Accountable Executive (AE): The Accountable Executive will determine, based on feedback from senior staff, the level of Safety Management System principals to maintain to ensure a safe work environment, rider experience and community safety. Rowan County's AE is committed to providing employees with the tools and training needed to be successful and safe in their roles with RTS. The AE will continually strive to create a culture of safety among the employees, and RTS expects each employee to play a role in maintaining a safe workplace.

RTS's AE is accountable for ensuring that the agency's SMS is effectively implemented throughout the agency's public transportation system. The AE is accountable for ensuring action is taken, as necessary, to address substandard performance in the agency's SMS. He/she may delegate specific responsibilities, but the ultimate accountability for the transit agency's safety performance cannot be delegated and always rests with the AE.

The AE is the Transit Manager and has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. § 5326.

Chief Safety Officer (CSO): RTS has concluded one CSO (internal title Transit Safety and Training Officer) will be sufficient to manage the day to day adherence to this Plan and, while in this role, report directly to the AE. As CSO, this individual will monitor safety and security throughout the organization including sub-contractors. All departments have been notified of the CSO's role and the established reporting requirements relating to safety-related matters. The CSO has been adequately trained for this role and has the authority and responsibility for day-to-day implementation and operation of RTS's SMS. Along with CSO responsibilities, the CSO is also the training officer.

RTS's CSO will be responsible for the following:

- ◆ Developing and maintaining SMS documentation;
- ◆ Directing hazard identification and safety risk assessment;
- ◆ Monitoring safety risk mitigation activities;
- ◆ Providing periodic reports on safety performance;
- ◆ Briefing the Accountable Executive, Transit Director, County Manager and Board of Commissioners on SMS implementation progress; and
- ◆ Planning and executing safety management training.

Roll of Staff to Develop and Manage Safety Management Systems (SMS)

Accountable Executive

The Accountable Executive (AE), who also serves as General Manager, will work with the Chief Safety Officer (CSO), and Administrative staff to adjust the PTASP as needed based on staff feedback, trends, and data analysis. The AE is vested with the primary responsibility for the activities of the transit system and overall safety performance. The AE fulfills these responsibilities by providing the resources

necessary to achieve PTASP goals and objectives by exercising the approval authority for system modifications as warranted. The AE also sets the agenda and facilitates the cooperative decision making of the Leadership Council (management team).

Chief Safety Officer (CSO)

For purposes of managing the SMS and PTASP, the CSO will report directly to the AE to determine strategy, policy, and goals for maintaining safety and security for passengers, employees, and the general public. The CSO will monitor day to day operations and work with staff to identify and mitigate risk through evaluation, feedback, and data analysis.

Supervisors

Supervisors are responsible for the safety performance of all personnel and equipment under their supervision. They are responsible for the initial investigation of all accidents and incidents, and for reporting these accidents and incidents to the Human Resources, Risk Management and Transportation Operations Department. The Transit Operations Manager is the direct supervisor of all RTS drivers.

Employees

All RTS personnel are responsible for performing their work safely and for following established safety-related rules, procedures, and work practices. This includes reporting all accidents, incidents, and hazards to their supervisor per established requirements for the protection of themselves, co-workers, customers, facilities, and equipment.

Key Staff

RTS staff will be responsible for maintaining high standards of safety, customer service, and security. The Employee Safety Reporting Program (ESRP) will define the employees' role to identify and mitigate risk through open communication to superiors including the CSO and AE. Administrative staff will be instrumental in ensuring action is taken to reduce risk and the whole system is continuously monitored to ensure actions are effective and appropriate.

RTS staff will be involved with updates, modifications and implementation of the PTASP. Each staff member brings a valued perspective to the development of policies and procedures he or she will be expected to implement. Every opportunity will be given for employees and riders to provide input to increasing safety at RTS. Those opportunities include monthly safety meetings and training, annual employee meetings and training, department meetings, customer and employee surveys and an open-door policy with access to all management staff, including the Transit Director.

Employee Safety Reporting Program (ESRP)

RTS is determined to provide a safe working environment for its employees, riders and the general public. To ensure success, RTS has developed an ESRP to enable employees to report any risk or perceived risk to a supervisor, CSO, or member of administration.

The ESRP allows each employee to report detailed information and observations whether they are a driver in service, maintenance staff, or other on-duty employee. This program dovetails with other methods currently in place to proactively identify hazards or threats. Those methods include but are not limited to the following:

Modify as needed

- ◆ Pre/Post Trip Inspections
- ◆ Preventive Maintenance Inspections
- ◆ Employee Evaluations
- ◆ Facility Maintenance Plan
- ◆ Service Evaluation and Planning Program
- ◆ Training Program
- ◆ Rider and Public Complaint/Compliment Process
- ◆ Safety and Employee Meetings
- ◆ Incident/Accident Policies
- ◆ Safety Committee

Sample Hazard Reporting Process

RTS employees can report a perceived threat or hazard, potentially endangering employees, riders or the general public via dispatch, email and/or in person.

Effective July 1, 2021 all RTS employees will receive one hour of training on the “Green Book” and proper procedures associated with the hazard reporting. The training will cover the following areas:

- ◆ Capturing critical information on incident report
- ◆ Notification process depending on the hazard
- ◆ Proper assessment of the reported hazard
- ◆ Manager/Supervisor and CSO role in completing the form
- ◆ Follow-up process to determine effectiveness of mitigation

The following process is used as part of the ESRP.

Immediate Action Required

If a hazard is identified which you perceive to be a risk to yourself, fellow employees, passengers, or the public you must report it immediately to dispatch/CSO/Operations Manager. Once reported you must determine if immediate action is necessary to prevent additional risk. If so, communicate to dispatch/CDO/Operations Manager before acting if time allows. Once necessary action has been taken to mitigate the potential harm to yourself, others or property advise dispatch of the results of your actions. Once you are able, complete an incident report.

Delayed Action Required

Once a hazard has been identified, the RTS employee should assess if the hazard requires immediate action to reduce the risk of if delayed action can be taken. If the employee determines delayed action is appropriate a full report must be completed using an incident report form and submitted to the on-duty supervisor.

Role of Supervisor

The on-duty supervisor is responsible for advising the employee on immediate action or delayed action to mitigate a hazard. The Operations Manager must then review the incident report to ensure all information is included adding additional information from their perspective. Once the form is complete it must be to determine action necessary, investigate root cause of hazard and follow-up. The Director shall be advised if the Operations Manager is unable to complete mitigation efforts without assistance.

The CSO/Operations Manager is responsible for determining the status of each hazard reported. In some cases, hazards may be identified and are not able to be resolved but actions are taken to reduce the risk of the hazard. It is RTS's goal to eliminate all identified hazards if possible. Some hazards may require continuous monitoring to ensure the hazard does not elevate to an action level.

All hazard reports will be documented and integrated into current performance measures and data collection. The CSO will track each hazard to completion and recommend policy or procedural changes if needed as a result of the hazard mitigation.

RTS Responsibility

RTS takes every hazard report seriously and investigates each one to determine if it's an isolated case, or emerging trend requiring evaluation of policies and procedures or service modifications. Employees reporting hazards will not face disciplinary action unless that employee contributed to the hazard. RTS wants to encourage all employees to report any hazard or threat they observe and help make the RTS system as safe as possible for its employees, riders, and the general public. Employees may report the hazard to their immediate supervisor or go directly to the CSO to submit and discuss their report.

The following process chart illustrates the steps taken as part of the hazard identification process through the ESRP.



Section 5. Safety Risk Management

RTS provides training to all personnel in the identification of hazards and security threat while also providing tools to enable personnel to report these risks. Once the risk has been identified RTS assesses the risk to determine the necessary response and response time. The response may include further investigation or monitoring, action(s) to mitigate the hazard or security threat and follow-up assessment to ensure action taken is appropriate and effective.

Safety Hazard Identification:

Hazard and security threats are identified through different methods of monitoring the system. This includes system, employee and asset assessments conducted daily and on incremental basis. Additionally, RTS communicates with peers across the state, FTA and NCDOT to identify common hazards impacting multiple systems. RTS conducts the following routine and random evaluations of the system in the following departments:

Personnel

Each RTS employee is evaluated annually to ensure they are performing their job to the expectations of the Agency. As part of their orientation process the employee is provided training and tools to perform their job while not receiving permanent status until completing 180 days of employment. During the 180 - day period, the employee is evaluated to determine if they are properly prepared to perform their job.

Additional evaluations of the employee are conducted throughout the year through spot-checks of some aspect of their job function. If through spot-check or annual evaluation it is determined the employee's performance does not meet expectations or training standards, remedial training will be provided and additional evaluations will take place to ensure remedial training was effective.

Assets

Rolling stock, facilities and equipment are monitored through a vigorous preventive maintenance plan aimed at identifying hazards and deficiencies as part of daily and scheduled inspections. Operations and Maintenance Departments coordinate the preventive maintenance program including daily Vehicle Inspection Reports (VIR)s, incremental and annual inspections.

RTS updates the FTA required Transit Asset Management (TAM) Plan annually with data relevant to each asset to include a condition assessment, miles (with rolling stock and non-revenue vehicles) and age as to whether the asset is in a State of Good Repair (SGR). The TAM Plan allows RTS management to plan asset replacement or rehabilitation for future years.

System

As part of RTS's safety management system monitoring, the agency uses *service evaluations when planning, spot-checking or responding to an event like an accident or incident*. New routes are strategically developed with safety being the first priority and passenger access second. RTS route planners plan and test all routes before activating the route for revenue service. All routes are reviewed periodically to determine if environmental hazards may exist requiring modification to the route, schedule or vehicle.

All front-line staff have been trained to note any changes to service which may be considered a hazard or security threat and through the ESRP, notify their supervisors immediately or upon return to RTS depending on the severity of the hazard.

Hazard Identification Procedure

Any employee seeing something through inspection or observation they deem to be a hazard are instructed to immediately report that hazard to the immediate supervisor regardless of the perceived level of threat. Depending on the situation, either the immediate supervisor or the employee will complete an incident report and provide it to the Operations Manager/CSO.

If the hazard requires immediate mitigation, the employee will be instructed on steps to take to reduce the risk which may or may not alleviate the risk completely. Additional actions may be taken once the immediate risk mitigation has been taken. Some hazards may not pose an immediate risk but are still reported and the CSO will be responsible for risk assessment, investigation and mitigation strategy.

In some cases, a passenger or member of the general public may call RTS with a complaint about a front-line employee which may rise to the level of hazardous behavior or actions. RTS currently documents all customer complaints/compliments and takes appropriate action to investigate any complaints. Complaints deemed hazardous will trigger immediate action by on-duty supervisors.

The RTS "Green Book" is provided to each employee/is located on each vehicle along with standard safety kits for accident and incident reporting.

An incident Report will require the employee to briefly describe the hazard noting date, time of day, location, and other pertinent information.

Safety Risk Assessment

All RTS staff have been provided with training appropriate for their positions within the organization. RTS expects its employees to respond to hazards or threats with professional judgement as sometimes

49 CFR part 673.5

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

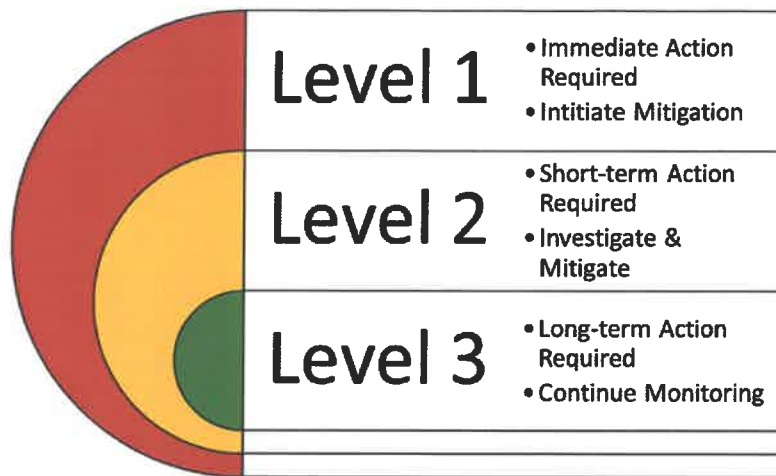
there might not be time to contact a supervisor to prevent an emergency event. In cases where the hazard can be reported without immediate risk, the employee will make an initial assessment of the risk as part of their report.

Once received by the CSO, the initial risk assessment may be amended requiring immediate, short, or long-term response.

Level 1 - Immediate: A deficiency, threat or hazard requiring immediate attention to mitigate risk either temporarily until further action can be taken or complete mitigation.

Level 2 - Short Term: Action is needed within seven days to mitigate an identified deficiency, threat or hazard. The deficiency, threat or hazard does not pose immediate danger but if no action is taken could elevate to an Immediate level risk.

Level 3 - Long Term: A deficiency, threat or hazard has been identified but does not pose a threat currently but could at a later time. Continued monitoring and awareness are required.



The CSO in coordination with staff will investigate each identified hazard, assess the risk, and take appropriate action to mitigate the risk. Additional mitigation may be needed based on follow-up monitoring to the action taken.

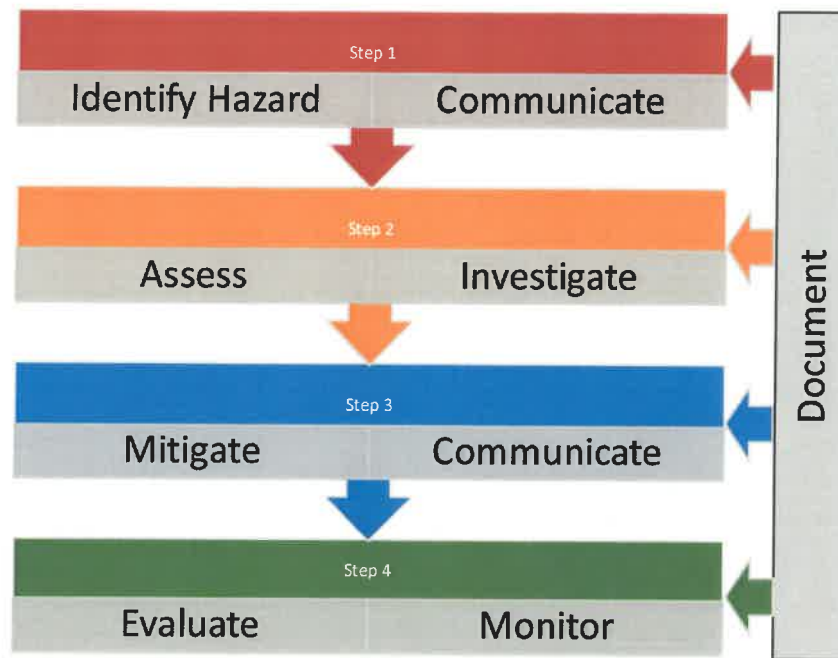
Safety Risk Mitigation

In response to all identified and assessed hazards, RTS will take steps to mitigate the hazard and reduce or eliminate the risk to employees, riders, and public. Mitigation strategies will be dependent on results of investigation into the elements contributing to the risks. The investigation may include more than one department and may include interviews outside of the transit system.

Actions to mitigate risk will include all employees, riders, and public who may be impacted by either the hazard or the actions to reduce or alleviate the risk. RTS will communicate actions to appropriate staff through methods appropriate risk assessment. In some cases, immediate communication through two-way communications (dispatch system, text burst, email, or web alert) may be necessary. In other cases, bulletin board notices or memorandum posting may be appropriate.

Once a risk mitigation strategy has been implemented RTS will monitor the actions to determine if full mitigation is possible and if not, is additional action necessary to alleviate the risk or is stepped up monitoring necessary. Some risks may not be completely mitigated but awareness to the risk will be a top priority.

All actions taken to mitigate risk will be responsibility of the AE and CSO, documented and linked to the initial deficiency, threat, or hazard identification step.



Appendix 1: Hazard and Threat Assessment

Appendix 2: Prioritized Risk Reeducation Strategies

Section 6. Safety Performance Monitoring and Measurement

Safety performance monitoring and measurement involves the continual monitoring of the transit agency's activities to understand safety performance. Through these efforts, RTS can determine whether it is meeting its safety objectives and safety performance targets, as well as the extent to which it is effectively implementing Safety Management Systems (SMS).

RTS is constantly striving to maintain the highest level of safety through its monitoring methods to include adherence to policies and procedures, safety and maintenance plans, and system and employee evaluation processes. These methods allow RTS to determine the need to make changes to improve policies, employee training and service delivery.

The CSO will monitor operations daily through observation, data analysis, communication and safety updates to identify mitigation strategies that may be ineffective. If mitigation actions are found to be ineffective additional strategies will be developed through meeting with the AE and staff feedback.

Maintenance

Maintenance Standards and Procedures. In general, maintenance procedures are designed to ensure that the maintenance recommendations of the manufacturer are met, maximum efficiency in performance and operation is obtained, and maximum bus life and condition are maintained. Daily bus inspections, an active preventive maintenance program, and careful monitoring are included in procedures to ensure the safety of buses.

Operator Inspections. All operators are required to perform a pre-trip and post-trip inspection to ensure that the vehicle is safe and in good operating condition. If any defects are noted by the operator are detailed on the Daily Vehicle Inspection Report. If critical safety or usability related items are found the vehicle is taken out of service until a repair can be made. In the case of a defect that develops or is noted once a vehicle is in service, the operator is required to communicate the problem to Dispatch who will notify the Operations Manager.

Daily Servicing and Inspections. Inspections are conducted using the Daily Vehicle Inspection Report (DVIR) Form completed by the RTS drivers. The buses are fueled daily and washed (if necessary), all fluids are checked, tires and lugs are checked, and the vehicle is inspected for any leaks or unusual noises. Additionally, the drivers clean the bus interiors minimum of one time each day. When a defect is noted, it is reported to the Operations Manager for evaluation and, if necessary, to have a repair conducted. The DVIR forms are checked daily by the CSO (Appendix 3)

Mileage-Based Maintenance Inspections. All buses receive preventive maintenance inspections (PMI) at designated mileage intervals. Mileages are determined by vehicle and subcomponent manufacturers and real-world experience. Oil sampling is performed periodically for both engines and transmissions. A description of the schedule and type of inspection and service performed for each bus series is included in the [TS] Maintenance Plan.

Maintenance Inspections of Contracted Providers. RTS uses a variety of local providers for the maintenance of paratransit services. The contractor must ensure that all passenger vehicles and associated equipment are maintained in proper working condition. The contractor is required to implement a maintenance and safety program that includes a preventive maintenance schedule that complies with FTA requirements for preventive maintenance for vehicles. Further, contractors are required to maintain comprehensive maintenance records on each vehicle and send the information to RTS. In addition, on-site inspections are conducted at least quarterly to verify vehicle condition.

Operations

Facility Monitoring

Formal facility inspections of all RTS facilities and grounds are conducted by RTS staff.

Maintenance/Safety/Facilities are completed on a monthly basis using a facility audit checklist (appendix 4). The purpose of the inspections is to identify any unsafe or unhealthy conditions which may exist, and that may require maintenance or modification. Each facility is also visually inspected for compliance with OSHA and local fire codes.

Guests identification and reason for visiting RTS's administration are verified prior to any unknown individual being allowed entry. Employees are trained on procedures for visitors in the workplace and facility access is limited through security systems.

Reporting

When deficiencies are noted during the monthly inspections, they are documented and reported to the AE. When safety hazards are noted by non-scheduled observation, they must be reported by the observer to a supervisor, AE or CSO.

Hazard Resolution

The primary purpose of facility inspections and hazard reporting is to identify conditions that could lead to accidents and losses. Hazard resolution is related to the severity of the hazard and the probability and severity of a negative consequence of the hazard.

Follow-up

Corrective action for a confirmed hazard that has been identified by any established process is the responsibility of the Operations Manager or director of the department area in which the hazard exists. This includes arranging for the services of other county departments or outside parties, as necessary, to eliminate or control the hazard.

Documentation

Hazards that have been identified, proposed resolutions, and corrective actions are recorded in hard copy by the Safety Committee and maintained by CSO

All front-line personnel are responsible for monitoring safety and security as part of their respective positions. If a hazard is identified through observation or interaction with customers or the general public, it is reported to the immediate supervisor as well as following RTS's hazard/incident reporting process.

Employee Hazard Reporting

Loss Reports

Employees can fill out an Incident Report which is turned into the CSO, or talk with the Operations Manager. Depending on the severity/risk of the hazard identified, immediate action may be taken, or the input will be brought to the Safety Committee for discussion. Feedback will be provided to the employee on what action, if any, will be taken. All employees follow the Employee Hazard Reporting Program Policy.

Route/Operations Safety

Employees can fill out an Incident Report or discuss suggestions for making the system/route safer. RTS encourages employees to be advocates for safety while also suggesting methods of increasing performance. Management has an open-door policy and makes clear the importance of employee feedback; positive and negative.

Safety Events

Accident and Incident Reporting Process

All accidents and loss incidents are to be investigated. RTS's safe driving standards require professional safe performance of all operators. To ensure better than average safety performance, RTS employs the National Safety Council guidelines to determine if a collision or onboard incident could have been prevented. All personnel operating any RTS vehicle are held to this standard.

The Rowan Transit System Operator's Manual includes procedures and responsibilities for accident/incident investigation. The combined manuals establish procedures for accident notification, response, and investigation.

Transit Operations coordinates with outside law enforcement agencies if they investigate an event. Administrative staff coordinates with outside insurance providers and provides support among RTS departments and independent investigation to manage RTS liability and claims.

Most accidents and incidents involving RTS are relatively minor in severity and are investigated by the Operations Manager and/or the Safety and Training Officer. Since most accidents involve buses, this section focuses on bus accidents. However, all non-bus accidents and incidents are also investigated.

Notification

Bus Operators are to notify the Operations Supervisors anytime an RTS vehicle might have been damaged, anytime an RTS vehicle and another vehicle come into contact, or anytime an instance occurs in where a customer may have been injured. An Operations Supervisor will be directed to the scene. Police and ambulance will be dispatched, if necessary. The Transit Director will be notified.

At-Scene Procedures

Bus Operators will adhere to the following procedures defined in the Ashland Bus Transportation Operator's Manual:

- ◆ Assist the injured.
- ◆ If blocking traffic, set out reflective triangles.
- ◆ Do not move the coach unless required to do so by an Operations Supervisor, fire or police order, or impending danger from traffic.
- ◆ Obtain names, addresses, and phone numbers of all witnesses.
- ◆ Have all customers sign the customer list.

The CSO is responsible for conducting on-scene investigations of accidents and incidents. Depending on the severity and the nature of the event, various mechanisms will be used for preserving transient evidence. These may include digital photography, bus video, field sketches, interviews, and observations.

Investigation

An attempt is made to complete the investigation of most accidents within three days. The CSO is required to complete an Accident/Incident Report. Operators are required to complete an Accident Information Report. The CSO is required to file both reports electronically as well as file a hard copy and attach all relevant media for use by the Operations Manager and Director.

A Report of Injury Form must be completed if an employee suffers an injury or illness as a result of an accident or incident.

Accident Review Process

Accidents and Incidents are classified as Preventable or Non-Preventable.

Preventable accidents are defined as those accidents that could have been reasonably avoided if the operator had followed all defensive driving techniques as established by the National Safety Council Guidelines, the Five Keys of the Smith System, and/or Transit Operations Procedures and Policies.

After reviewing all related documents and evidence, the investigating CSO makes an independent preliminary determination of whether the accident was preventable.

The final accident determination is made by the Safety Committee. The committee meets a minimum of once a quarter and is comprised of drivers, dispatchers, the CSO, the Operations manager and an administrative representative to take minutes.

The Committee investigations may include reviews of accident and injury reports, vehicle condition reports, witness statements, employee interviews, accident scene sketches, bus videos, physical evidence, brake test reports, training manuals, and accident site visits. Employees who are not in agreement with the Committee's determination can appeal directly to the Committee by providing additional evidence and testimony. If the employee is not in agreement with the appeal results, he or she can make a second and final appeal to the Transit Director. The Director may review all relevant information, interview the employee making the appeal, interview Safety Committee members, and confer with any available person or resource he or she considers valuable to his or her deliberation.

Hazard Resolution

The primary purpose of the Accident Investigation process is to determine the cause(s) of accidents so that they may be prevented or mitigated in the future. To this end, it is crucial that all relevant departments be appropriately involved in the Process. A serious attempt is made to use lessons learned through the investigatory process to incorporate hazard resolutions into future procedures, designs, construction, modifications, training, and procurements.

Follow-up

Follow-up in the form of corrective actions is the responsibility of the employee's director. The responsibility may be delegated to the employee's manager, supervisor or CSO.

Any disciplinary action will be assessed using the Rowan County Personnel Policy Manual and the RTS Procedures Manual. The Director, Operations Manager or CSO may consult with human resources. Disciplinary consequences for accidents may include warnings, suspensions, and discharge.

Training will be provided, in most cases, for employees who have been involved in any preventable accidents. Training and re-training are not disciplinary. Drivers are required to complete training/re-training prior to being released and scheduled on service routes.

Internal Reporting

The CSO is responsible for ensuring that all accident reports are completed and filed with Human Resources, Risk Management and Operations Manager. Human Resources will advise on the history of the employee if a pattern of safety events is evident.

Documentation

The CSO and Human Resources maintain the accident investigation documentation.

Performance Measures

Through a series of performance measures relative to operations, maintenance, and safety, RTS can monitor the system's safety by identifying trends and gaps in policies, procedures, training, and monitoring efforts. The following performance measures are on a daily, monthly, and quarterly basis.

Maintenance

- ◆ **Preventive Maintenance On-time Inspection Percentage** – determines the effectiveness of the maintenance department to ensure all inspections are conducted per manufacturing and RTS mileage intervals.
- ◆ **Vehicles Removed from Revenue Service** – tracks vehicles removed from service due to a mechanical defect developed while in service requiring immediate service either on-site of failure or once returned to the facility.
- ◆ **Annual Vehicle Condition Assessment** – through annual inspection, determines on a scale of 1-5 the overall condition of the asset. This performance measure is also used in annual updates of RTS's Transit Asset Management Plan.

Operations

- ◆ **Customer Complaints Per Month** – tracks all customer complaints to identify areas of deficiency with vehicle, driver or other RTS areas. Safety-related complaints are immediately routed to a supervisor on-duty or the CSO for investigation mitigation and response. Complaints may be a result of phone calls, website or RTS public forums.
- ◆ **On-time Performance** – serves as an indicator to issues with time management, environmental factors, scheduling, and vehicle and driver performance.
- ◆ **On-board Surveys** – conducted annually, allow RTS to receive rider feedback about bus operator performance, customer service, and vehicle safety.

Safety

- ◆ **Safety Performance Measure: Fatalities** (total number of reportable fatalities and rate per total vehicle revenue miles by mode)
- ◆ **Safety Performance Measure: Injuries** (total number of reportable injuries and rate per total vehicle revenue miles by mode)
- ◆ **Safety Performance Measure: Safety Events** (total number of reportable events and rate per total vehicle revenue miles by mode)
- ◆ **Safety Performance Measure: System Reliability** (mean distance between major mechanical failures by mode)

7. Safety Promotion

Operator Selection

Hiring Practices

Selecting applicants best suited to excel at the Bus Operator job requirements is critical to safe transit operations. The transit Bus Operator is directly responsible for the safety of not only the passengers, but also the pedestrians, bicyclists, drivers, and all others who share the road with the transit vehicle. RTS's hiring process includes the following components:

Applications

Applicants are sought through postings in traditional and culturally diverse media, referrals from current employees, postings on the county website, and other job search websites. Applications are screened by key personnel in Human Resources and Transit Operations.

Interview

After application reviews, applicants are then interviewed. The interview panel is comprised of a minimum of two persons and may include the CSO, Operations Manager, Transit Director, a human resources representative or other administrative staff. The interview process is designed to evaluate a candidate's strengths in customer service, the ability to simultaneously perform tasks, conflict resolution, and the ability to perform well under temporal and interpersonal pressure.

Driving Record

To be eligible for hire, a candidate must submit an acceptable driving RTS tract dating back five years. This establishes 21 years as the de facto minimum age requirement for new hire Bus Operators.

Licensing

To be eligible for hire, a candidate must be able to earn a CDL. RTS does not require a CDL to operate the raised roof vans or light transit vehicles under 20 feet in length. No RTS vehicles are equipped with air brakes.

Criminal Background Check

To be eligible for hire, a candidate must submit to a Criminal Background Check administered by the North Carolina State Police with the Federal Bureau of Investigation. The results must meet all statutory and [TS] standards for the Bus Operator position.

Drug Testing

To be eligible for hire, a candidate must produce a negative result for a pre-employment drug test.

Physical Capacities Testing

To be eligible for hire, a candidate must pass a position-specific NCDOT physical capacities test.

Training

There are formal training programs for Bus Operators, Maintenance employees and Operations employees. These include training classes, manuals, RTS Standard Operating Procedures, and on-the-job training.

The safety component of training is designed to make employees aware of the hazards associated with their jobs and the appropriate methods for controlling these hazards. The training is intended to

motivate employees to work safely. Trainings fall into three main categories: (1) Initial, (2) Periodic, and (3) Remedial or Refresher.

Initial Bus Operator Training

New Bus Operators receive an intensive two-week training course that covers every aspect of their new job. Some components of the training are delivered in the classroom. The majority of learning occurs on the buses during off-route and on-route training. The training includes, but is not limited to, the following areas:

- The Smith System of Driving
- Orientation to the system and vehicles
- Agencies served
- Basic and Advanced Bus Maneuvers
- Route and service stop training
- System Procedures
- Communication skills
- Customer Service
- Accessible Service
- Personal Safety (Health/Injury Prevention)
- SMS Training

On-route training provides real service experience with an Instructor on the new operator's regularly scheduled route. The time the new employee operates the revenue route is increased daily. Each day the new driver receives a review and debrief from his or her instructor. Instructors communicate to the CSO and/or Operations manager regarding any additional training identified as required.

After initial training, new Bus Operators receive consistent support and training, including:

- Check-rides at the following intervals: one month, three months, six months (prior to release from probationary employment status) and twelve months
- One Month Follow-up: Procedure and Policy Review
- Fall Bad Weather: Defensive Driving Course (DDC)
- Monthly training
- Annual Refresher
- One-Year Follow-up: Debriefing with CSO and Operations Manager
- Annual performance evaluation with Operations Manager

Annual Training for All Bus Operators

Each Bus Operator receives monthly training throughout the year. The training addresses, but is not limited to, the following topics:

- Following Distance
- Left and Right turns and Pedestrians
- Defensive Driving
- Intersections and Pedestrians
- Mobility Device Securement

- Customer Service and ADA Sensitivity
- Fixed Objects
- Pedestrians/Cyclists
- Distracted Driving
- Adverse Weather
- Dealing with Difficult People
- Safety/Security Update
- PTASP and SMS

Each operator receives an annual check ride. Additional check rides are scheduled for operators involved in preventable/at fault accidents or if potentially dangerous driving actions are identified.

Injury and Illness Prevention Training

Injury and Illness Prevention Training is directed toward achieving a safe working environment for all RTS staff and reducing the chance of an occupational-related injury or illness. The program is based on applicable Federal, State, and local safety codes and regulations. Some areas addressed in annual training include:

- Slips, Trips, and Falls
- Back Safety: Strains & Sprains
- Fatigue and Stress Management
- Vehicle Emergency Evacuation
- Heat Stress
- Bloodborne Pathogens
- HazCom/LO/TO
- Ergonomics
- Fire Safety and Fire Extinguisher
- Emergency Action Plan

Emergency Response Planning and Coordination

Details are contained in the RTS Safety Emergency Plan which can be located in the “Green Book”.

System Modification Design Review and Approval

General Process

The RTS system is regularly modified in response to operational experience, the addition of new types of service, and changes in service design and levels. RTS’s philosophy is to use appropriate new technologies to benefit the environment and the community it serves. The challenge is to review any proposed modification adequately before it is approved. Any proposed modification should be evaluated to ensure it is compatible with existing systems and does not introduce new hazards to the system or reduce the effectiveness of existing hazard controls.

Equipment modifications may be proposed by any employee of any department that uses the equipment. Changes may also occur from an analysis of reliability performance, historical data, and available improvements in equipment design and components.

Modification Design Review

A review of any modification in equipment design shall be made by the director and managers of the department responsible for the equipment. It is an informal practice to include Human Resources and Operations in the review of any change that might affect safety. The impact on the safety of all designs and specifications should be identified and evaluated before the change is approved. Some of the areas to be considered include but are not limited to:

- Hazardous Materials (handling and use)
- Motor Vehicle Safety
- Human Factor
- Occupational Health and Safety
- Materials Compatibility
- Fire Protection
- Lighting
- Braking systems
- Mirrors
- Warning Devices

Modifications must not be made before it is determined how they might affect the safety of the system, or any other systems. Other departments may evaluate a proposed change to determine its compatibility with other systems (e.g., hoists, fueling systems, communications systems). The evaluation may also include a review of applicable regulations, such as the Federal Motor Vehicle Safety Standards and Regulations and the U.S. Department of Labor's Occupational Safety and Health Act.

Testing may also be performed to evaluate the safety of a proposed modification. The testing of small changes may be minimal. For substantial modifications, extensive field testing, mock-ups, and structural evaluations may be employed.

Modification Design Approval

Final approval is generally made by either the AE. When modifications are made by a bus manufacturer, the AE works with the manufacturer, and contractual changes may be made. If changes are substantial, additional training will be provided for maintenance and operation staff.

Monitoring

Once a modification is put in place, feedback is solicited to evaluate the performance of the modification.

8. Additional Information

This PTASP was developed from information in other RTS documents, policies and procedures and manuals. Those documents are listed below:

- Rowan County Personnel Policy Manual
- RTS Procedures Manual
- Safety and Security Plan (SSP)
- Vehicle Maintenance Plan

9. Definitions of Terms Used in the Safety Plan

RTS incorporates all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

- **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
- **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
- **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
- **Event** means any Accident, Incident, or Occurrence.
- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety performance target** means a performance target related to safety management activities.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- **Transit agency** means an operator of a public transportation system.
- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance,

risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

10. Commonly Used Acronyms

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
CFR	Code of Federal Regulations
CT	County Transit
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
NCDOT	North Carolina Department of Transportation
MPO	Metropolitan Planning Organization
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
RTS	Rowan County Transit
SMS	Safety Management System
SSP	System Safety Plan
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

Appendix 1: Hazard and Threat Assessment

Accident and Incident Assessment

Threat/Hazard	A. Likelihood 1 = improbable 10 = certain	B. Impact on Service 1 = minor 10 = catastrophic	C. Financial Impact 1 = negotiable 10 = catastrophic	Vulnerability Index (A+B+C)
Accidents & Incidents				
Minor Vehicle Collision	3	1	1	5
Major Collision no injuries	1	1	3	5
Major Collision injury/injuries	1	1	8	10
Major Collision fatality	1	1	10	12
Passenger Injury before boarding/ after alighting	2	1	4	7
Passenger Fall on vehicle/no injury	2	1	3	6
Passenger Fall on vehicle/injury	2	1	4	7
Employee Injury	2	1	5	8
Wheelchair Lift Failure/no injury	5	1	3	9
Wheelchair Lift Failure/injury	2	1	7	10

Injury Based on Securement Problem	3	3	9	15
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Organizational Infrastructure Assessment

Threat/Hazard	A. Likelihood 1 = improbable 10 = certain	B. Impact on Service 1 = minor 10 = catastrophic	C. Financial Impact 1 = negotiable 10 = catastrophic	Vulnerability Index (A+B+C)
Organizational Infrastructure				
Trespassing	1	1	1	3
Vandalism	1	3	3	7
Employee Theft	1	1	1	3
Bomb Threat	1	3	1	5
Dangerous Mail	1	1	1	3
Brief Power Outage	10	1	1	12
Extended Power Outage	5	3	1	9
Hard Drive Crash/Cyber Attack	1	1	1	3
Loss of Landline Phone Service	10	3	1	14

Loss Of Cell Phone Service	9	3	1	13
Loss Of Radio System	9	1	1	11
Minor Structural Fire	1	3	5	9
Major Structural Fire	1	3	9	13
Vehicle Fire without injuries	2	1	5	8
Vehicle Fire with injury/fatality	1	3	10	14

Acts of Nature Assessment

Threat/Hazard	A. Likelihood 1 = improbable 10 = certain	B. Impact on Service 1 = minor 10 = catastrophic	C. Financial Impact 1 = negotiable 10 = catastrophic	Vulnerability Index (A+B+C)
Acts of Nature				
Flooding in community	10	5	1	16
Flooding of transit facilities	1	3	3	7
Severe Winter Weather	10	10	1	21
Fog	10	5	1	16
Tornado	5	10	1	16
Severe Thunderstorms	10	2	1	13
Fires	1	1	1	3

Landslide/ Rockslide/ Mudslide/ Sinkhole	1	1	1	3
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Hazardous Materials Assessment

Threat/Hazard	A. Likelihood 1 = improbable 10 = certain	B. Impact on Service 1 = minor 10 = catastrophic	C. Financial Impact 1 = negotiable 10 = catastrophic	Vulnerability Index (A+B+C)
Hazardous Materials				
Blood borne Pathogen Spill	2	1	1	4
Toxic Release	1	1	1	3
Fuel Related Event	5	1	1	7

Criminal Activity Assessment

Threat/Hazard	A. Likelihood 1 = improbable 10 = certain	B. Impact on Service 1 = minor 10 = catastrophic	C. Financial Impact 1 = negotiable 10 = catastrophic	Vulnerability Index (A+B+C)
Non-employee Theft	2	1	1	4
Menacing Behavior on Vehicle	5	1	1	7

Assault on Vehicle	1	1	5	7
Assault on Employees at or near facility	1	3	10	14
Shooter on Vehicle	1	3	10	14
Hostage Situation on Vehicle	1	3	10	14

Domestic or International Terrorism Assessment

Threat/Hazard	A. Likelihood 1 = improbable 10 = certain	B. Impact on Service 1 = minor 10 = catastrophic	C. Financial Impact 1 = negotiable 10 = catastrophic	Vulnerability Index (A+B+C)
<i>Terrorism</i>				
Suspicious Item on Vehicle	2	1	1	3
Improvised Explosive Device	1	10	10	21
Chemical Weapon	1	10	10	21
Biological Weapon	1	10	10	21
Radiological Weapon	1	10	10	21

Appendix 2: Prioritized Risk Reduction Strategies

<i>Vulnerabilities Identified</i>		<i>Risk Reduction Actions Planned</i>
1	Major Collision with Injuries or Fatality	SSP, training, proper investigation. Use the information to provide incident specific training to all drivers.
2	Injuries or Fatality based on wheelchair lift or securement failure	SSP, training, proper investigation. Use the information to provide incident specific training to all drivers.
3	Loss of landline phone service	Radio notification to all drivers. Initiate notification procedures to alert riders and agency's (online, local media, etc.) Utilize mobile devices and computers to notify agencies and service providers.
4	Severe Weather (includes flood, wind, winter, tornado, storms)	SSP, life safety priority. Radio notification to all drivers -pull over or return to base as necessary. Initiate notification procedures (online, local media, etc.) Make determinations for delay or termination of service in advance when possible (example: expected re-freeze and black ice from winter precipitation – activate a 2-hour delay to service start time).
5	Fuel related event	Training (containment, environmental reporting). Investigation and use of incident as specific training when applicable.
6	Inappropriate behavior on vehicle	SSP, training (reporting and dealing with difficult people), proper investigation. Use the information to provide incident specific training to all drivers.

Appendix 3: Daily Vehicle Inspection Report

DAILY VEHICLE INSPECTION Report

Vehicle No.	Date	Driver Name	Start Miles	Start Type	End Miles	End Time

✓ = Satisfactory Technician Note		X = Unsatisfactory	
1 2 3 4 5 6 Tire condition, tread depth and air pressure ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 Wheels and tires for cracks, rim, wheels or protruding objects Lug nuts tight, no excessive rust or damage Spare tire condition Engine oil ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 Automatic Transmission fluid Cooling system level Windshield washer solution Brake fluid level Power steering fluid level Battery terminals clean, no corrosion Under vehicle leaks Windshield ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 Windshield has no chips or cracks Mirrors are complete and in good condition Windows clean Emergency vehicles complete and operable Headlights ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 Headlights operational - High and low beam All clearance lights operational & reflectors present Brake lights complete and operational Turn signals complete and operational Backup lights complete and operational Parking lights complete and operable Emergency 4 way flashers operational Front & Rear air conditioners ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 Front & Rear air conditioners complete and operational Front & Rear Heater complete and operational Defroster complete and operational	1 2 3 4 5 6 Seats and cushions are secure ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 Seat belts are complete, operational and secure 2 pin belts is complete and operational - RADIO CHECK Windshield wipers operational Windshield washer operational Horn operational Passenger door complete and operational Load door complete and operable Valid proof of insurance Mobile Eye Inset and operable Drive Cam Inset and operable Brake pedal ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 Brake pedal free and stopping properly Parking brake complete and operating properly Steering wheel secure, no excessive PLAY Gearshift mechanism tight and working properly First and 2nd ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 First and 2nd gear shifted and present Transfer reflectors present and complete Group 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 Lift free from hoistage ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 Lift operating properly electronically Lift operating properly manually LHM interlock operating properly # of LHM Tests: # of Tilt Checks:		

Please explain in detail below any problems you are having with the vehicle AND when the problem occurs.

Notes:

Any items in field under "problems" must be brought to the attention of the Supervisor immediately. The field supervisor determines if the items are a safety issue or not.

Technician must have properly performed a vehicle inspection on the vehicle outlined above and have a signed and worked the inspection items. Submit above information.

Driver's signature for 1st inspection: _____
 (Must have been in the vehicle or available to the vehicle when the above signed inspection.)

Driver's signature not top inspection: _____
 Driver's past top inspection: _____

☐ Approved ☐ Noted for repair ☐ Could not diagnose problem ☐ Passover	Technician Signature: _____ Shop Manager Signature: _____
--	--

Driver number 2, not top, only has to perform a walk-around inspection. Only inspect items where a mark can be placed.

Perkins, DVI, 2011 Rev 12, 2011

Appendix 4: Monthly Facility Audit



Starting Practice Again

September 2010

[illegible]

1. Diagrams, partial area lists of those [add]
 Are facility / shop area free of fire & safety hazards?
 Are all storage areas secured and labeled?
 Are all fire hoses short, free of defects and properly stored?
 Are all shop signs clear, readable and properly stored?
 Are signs correctly positioned?
 Are hazard signs free of obstacles and obscured?
 Are hose apexes "Days without an injury" and "Days without incident" signs posted?
 Is proper personal protective equipment provided, used & inspected & in shop areas?

[illegible]

Appendix 5: Rowan Transit Annual Training Calendar

Rowan Transit Training Calendar

	Fleet	Injury Prevention
January	Following Distance	Slips, Trips & Falls
February	Left Turns/Pedestrians	Strains & Sprains Back Safety
March	Right Turns/Pedestrians	Fatigue Management & Wellness
April	Defensive Driving	Emergency Vehicle Evacuation
May	Intersections/Pedestrians	Heat Stress
June	Mobility Device Securement	Bloodborne Pathogens
July	Customer Service & ADA Sensitivity Announcements	HazCom/ LO/TO
August	Fixed Objects	Ergonomics
September	Pedestrians/Cyclists	Injury and Illness Prevention
October	Distracted Driving	Fire Safety/Fire Extinguisher Training
November	Adverse Weather	Emergency Action Plan
December	Defensive Driving & Recap	11 Month Review



2020-2021

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Don Bringle
DATE: 1/21/2021
SUBJECT: Special Olympics

Proposal To Bring Special Olympics Rowan County Under The Leadership Of
Rowan County Parks & Recreation

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: 01/21/21
SUBJECT: On-Airport Tree Clearing Project and BA

Please see the attached information.

Please rescind the original TBE Work Authorization for On-Airport Tree Clearing at the Mid-Carolina Regional Airport, approved by the BOC on November 16, 2020.

Please approve the current (attached) TBE Work Authorization for On-Airport Tree Clearing at the Mid-Carolina Regional Airport, and corresponding Budget Amendment.

ATTACHMENTS:

Description	Upload Date	Type
On-Airport Tree Clearing Project and BA	1/21/2021	Backup Material

WORK AUTHORIZATION

ENGINEERING CONSULTING SERVICES BY:

FOR:

ON-AIRPORT TREE CLEARING

AT:

MID-CAROLINA REGIONAL AIRPORT

REFERENCING:

NCDOT-DOA #: TBD

January 15, 2021

I. PROJECT SUMMARY

This project will include the clearing and grubbing of trees that are on airport property. The locations of the clearing and grubbing areas include: inside the critical area of the AWOS system (1,000' radius); the obstructions to Runway 2 (per information provided by FAA); and the close-in obstructions to each runway end (per recent NCDOT-DOA airport inspection. The attached exhibit shows the proposed areas for clearing. The project scope also includes erosion and sediment control design and permitting for the cleared areas.

The services included for this project will be environmental documentation (CATEX), design and bidding in a lump sum format. All items are necessary to ensure removal is complete for all trees located on airport property that are obstructions to either approach and departure surfaces to Runway 2. The FAA reports no obstructions to Runway 20.

The environmental documentation, design and bidding services for this project will be funded using FAA Non-Primary Entitlement (NPE) funding.

Included in this project will be the completion of a Documented Categorical Exclusion for the on-airport tree removal. It is anticipated that this project will be categorically excluded and no permitting or mitigation will be required. During the Documented Categorical Exclusion, a Biologist will survey the site to look for any signs or habitats of endangered species, and an Archaeologist will complete a survey to identify any archaeological resources within the areas shown in the attached exhibit.

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Engineering and Planning Services will be provided for preparation of the environmental documentation, design, and bidding of the contract drawings for the proposed on-airport tree

obstruction removal, as depicted in the attached exhibit, for Mid-Carolina Regional Airport in accordance with the Master Contract dated April 1, 2019.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A1 and B of the Master Contract. The work shall be performed in accordance with the Master Contract as a lump sum of \$66,544.92 including \$6,449.40 for expenses. Special services shall be performed on a not to exceed basis with a budget of \$7,500.00. The total value of this Work Authorization shall not exceed \$74,044.92 without additional authorization.

III. DESIGN CRITERIA AND REQUIREMENTS

- ADO Generated “Airport Sponsor Grant Expectations”
- FAA AC 150/5300-13A; Airport Design
- FAA AC 150/5340-30H; Operational Safety on Airports During Construction
- FAA AC 150/5370-10H; Standards for Specifying Construction on Airports

IV. WORK TASKS

CATEGORICAL EXCLUSION

TASK 1: STATE, FEDERAL, AND LOCAL AGENCY COORDINATION

Coordination will include ongoing public relation activities to ensure that the agencies are kept informed of the project’s progress. Activities to be conducted for this task are as follows:

1. Continuing research and communication with state, federal, and local environmental agencies.
2. Preparation of a scoping letter for the North Carolina State Clearinghouse advising of the Mid Carolina Regional Airport’s intent to proceed with the preparation of a Categorical Exclusion.

The intended deliverables for this submittal shall include:

- A. Scoping letter.

ASSUMPTION:

1. *The Consultant will not attend any agency meetings that may result as part of the scoping process for the Categorical Exclusion portion of the project only.*

TASK 2: DOCUMENTED CATEGORICAL EXCLUSION CHECKLIST

The environmental impact determination will be conducted in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ),

FAA Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions (April 28, 2006), *FAA Order 1050.1F Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015).

A Categorical Exclusion Checklist will be prepared; however, only three (3) specific environmental impact categories will be assessed.

1. BIOLOGICAL RESOURCES

- A. ENDANGERED AND THREATENED SPECIES OF FLORA AND FAUNA –** Reference information on threatened, endangered, and other rare species and critical habitats, as listed by the United States Fish and Wildlife Service (USFWS) will be reviewed. Coordination with USFWS will be conducted.

ASSUMPTION:

- 1. A Protected Species Assessment Report will be prepared.*
- 2. A letter to USFWS for agency concurrence with the developed nature of the site will be prepared.*

2. WATER RESOURCES

- A. WETLANDS –** A desktop review of previous jurisdictional wetland delineations will be conducted. Coordination with the United States Army Corps of Engineers (USACE) will be conducted as part of the agency coordination process.

ASSUMPTIONS:

- 1. A Jurisdictional Determination (JD) Request Package will not be prepared.*
- 2. Should wetlands be identified during the protected species assessment, a supplemental agreement to this work authorization will be prepared prior to completion of the CATEX.*

3. HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

An archaeological survey to determine the nature and distribution of archaeological resources within the proposed sky dive drop zone will be conducted. This survey will attempt to identify archaeological resources and evaluate identified resources for their potential to meet the criteria of significance of the National Register of Historic Places (NRHP). This investigation will involve thorough background research and limited field investigations.

ASSUMPTIONS:

1. *No consultation with the Indian Tribes will be conducted. Should it be determined that consultation is required, this will be prepared as an amendment to this contract.*
2. *No historic or architectural resources will be evaluated. Prior reports prepared for RUQ will be utilized.*
3. *No archaeological investigations will be conducted. Should it be determined by the SHPO during the scoping process that an archaeological investigation is required, this will be prepared as an amendment to this contract.*
4. *If the SHPO determines that a Phase II Cultural Resources Survey is necessary, this task will be performed under a contract amendment.*
5. *Should it be determined that a Memorandum of Understanding (MOU) is required, this will be prepared as an amendment to this contract.*

TASK 3: DRAFT DOCUMENTED CATEGORICAL EXCLUSION

A draft CE will be prepared in accordance with the requirements of National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), *FAA Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions* (April 28, 2006), *FAA Order 1050.1F Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015), utilizing the technical material previously collected (Task 3). The document will be concise and will include support documents, as necessary. One (1) electronic copy of the draft CE will be distributed for review and comment. The draft CE will address the CE checklist.

ASSUMPTIONS:

1. *Appendices will be included in the Documented CATEx document.*
2. *The Authority and NCDOT-DOA will review the preliminary draft CE document concurrently and will provide comments to the Engineer.*

The intended deliverables for this submittal shall include:

- A. One (1) electronic copy of the preliminary draft CE for review.
- B. One (1) electronic copy of the draft CE for review.
- C. One (1) electronic copy of the draft final CE for review.

TASK 4: FINAL DOCUMENTED CATEGORICAL EXCLUSION

The draft CE will be revised in accordance with the appropriate regulatory guidance referenced in Task 4. One (1) electronic copy of the final CE will be distributed for review and comment. Comments will be incorporated and one (1) electronic copy of the approved final CE will be prepared.

ASSUMPTIONS:

1. *The Authority and NCDOT-DOA will review the final Documented CE concurrently and will provide comments to the Engineer.*
2. *The Engineer will assume one (1) concurrent independent review prior to approval of the final CE.*

The intended deliverables for this submittal shall include:

- A. One (1) electronic copy of the preliminary final CE for review.
- B. One (1) electronic copy of the draft final CE for review.
- C. One (1) electronic copy of the final CE for review.

BASIC SERVICES

The Engineer will prepare one (1) set of bidding documents as part of the Design Phase services for review and comment. This project will include the removal of all trees located in the critical area of the AWOS system, removal of all trees on airport property that penetrate the Runway 2 approach or departure surface, and removal of close-in vegetative obstructions to each runway end.

DESIGN PHASE SUBMITTAL (90%):

This design phase is intended to reflect the limits of the tree removal. The Engineer will provide the 90% design documents for review and comment by the client, the local authorities/stakeholders and the NCDOT-Division of Aviation. Also included in design will be the submission of the CSPP for review by the NCDOT – Division of Aviation. Once comments from the Division of Aviation have been addressed, the CSPP and 7460 will be submitted on the OE/AAA site for FAA review.

The intended deliverables for this submittal shall include:

- A. Itemized estimated cost of construction.
- B. Bidding documentation, including general conditions, special provisions and technical specifications, and proposed clearing drawings in PDF format:
 1. Cover Sheet
 2. Quantities and General Notes
 3. Construction Safety and Phasing Plan (CSPP)
 4. Phasing Notes and Details
 5. Tree Removal Plan
 6. Sediment and Erosion Control Plan
 7. Sediment and Erosion Control Details
 8. Miscellaneous Details
- C. Coordination and Review Meetings: the consultant shall engage in a 90% design review meeting with the airport representatives AND the state/federal agency providing the funding.
- D. Any other information deemed germane to the submittal.

DESIGN PHASE SUBMITTAL (100%):

This design phase is intended to reflect the final design that incorporates comments from the 90% design submittal and an in-house QA review by the Engineer. The Engineer will provide the 100%

design documents for review and comment by the client, the local authorities/stakeholders and the NCDOT-Division of Aviation.

The intended deliverables for this submittal shall include:

- A. Final Engineering Report (Signed and Sealed)
- B. Itemized estimated cost of construction.
- C. Bidding documentation, including general conditions, special provisions and technical specifications, and proposed clearing drawings in PDF format:
 - 1. Cover Sheet
 - 2. Quantities and General Notes
 - 3. Construction Safety and Phasing Plan
 - 4. Phasing Notes and Details
 - 5. Tree Removal Plan
 - 6. Sediment and Erosion Control Plan
 - 7. Sediment and Erosion Control Details
 - 8. Miscellaneous Details
- D. Any other information deemed germane to the submittal.

BIDDING PHASE:

The Engineer will place and pay for the classified advertisement for Mid-Carolina Regional Airport. Engineer will attend one (1) pre-bid meeting and one (1) bid opening for the schedule of work. The Engineer will provide a bid tabulation of bids, a letter confirming bidders are NCDOT qualified or have met the FAA AC criteria, and a submittal of DBE participation proposed by the lowest responsive bidder to NCDOT-Division of Aviation for review and concurrence. Upon receipt of written approval from NCDOT-Division of Aviation, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner.

SPECIAL SERVICES

Task 1 – Threatened and Endangered Species

The Threatened and Endangered Species assessment will determine and report if current conditions of the site are suitable for federal and state protected terrestrial species (plants and animals occurring on land) that are or have been documented by the U.S. Fish and Wildlife Services and/or the North Carolina Natural Heritage Program.

Task 2 – Jurisdictional Wetland Determination

The purpose of the jurisdictional water's delineation is to identify potential waters of the U.S. (which includes wetlands and non-wetlands such as streams, tributaries, and open waters) within the site and demarcate the boundaries between those areas and upland areas. Jurisdictional waters of the U.S. are regulated by the U.S. Army Corps of Engineers (USACE). Isolated wetlands and streams are regulated by the State of North Carolina's Department of Environmental Quality (NCDEQ) – Division of Water Resources (DWR).

V. PROJECT SCHEDULE

Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

It is assumed that the design will follow standard FAA and NCDEQ requirements with funding being provided by one grant. The schedule of work will include the removal of all trees located in the critical area of the AWOS system, removal of all trees on airport property that penetrate the Runway 2 approach or departure surface, and removal of close-in vegetative obstructions to each runway end. It is also assumed that the project will be formally bid and that at least three (3) responsive bids will be obtained during the first bid opening for each of the above schedules, so only one (1) bid opening is required consistent with North Carolina Bidding Statutes. See Section "I" and "II" above for additional assumptions related to the proposed scope of services.

VII. OTHER

Not applicable for this phase of work.

VIII. CONTACT/CLOSING

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

OWNER:
ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144
704-216-8180

ENGINEER:
TALBERT BRIGHT & ELLINGTON
3525 Whitehall Park Drive, Suite 210
Charlotte, NC 28273
704-426-6070

BY:



BY:

Vice President

TITLE:

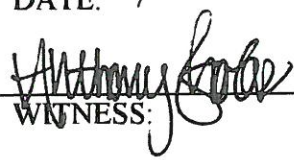
TITLE:

DATE:

01/19/21

DATE:

WITNESS:



WITNESS:

**ENGINEER PROJECT MANAGER
CONTACT INFORMATION:**

J. Andrew Shook, P.E.
3525 Whitehall Park Drive, Suite 210
Charlotte, NC 28273
704-426-6070

This is a highly detailed technical drawing, likely a site plan or a map from a historical survey. It depicts a complex arrangement of land parcels, primarily defined by straight lines and right angles, suggesting a planned urban or industrial layout. The central focus is a large rectangular area filled with parallel diagonal lines, which may represent a specific type of land use or ownership. Adjacent to this is another significant area marked with a grid-like cross-hatch pattern. The entire central zone is bordered by numerous smaller, irregularly shaped plots. These peripheral areas contain various symbols, including small circles, dots, and short line segments, which could denote trees, utility poles, or other ground-level features. A series of lines, some solid and some dashed, crisscross the plan, representing roads, fences, or administrative boundaries. Several text-based annotations are scattered across the drawing, providing context and measurements; examples include "LOT 1", "LOT 2", "STREET", "ROAD", and numerical values like "100 FT". The overall style is characteristic of late 19th or early 20th-century cartographic or engineering documents.

APPENDIX A: DELIVERABLES

1. Categorical Exclusion
2. Cover Sheet
3. Quantities and General Notes
4. Construction Safety and Phasing Plan
5. Phasing Notes and Details
6. Tree Removal Plan
7. Sediment and Erosion Control Plan
8. Sediment and Erosion Control Details
9. Miscellaneous Details

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

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

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

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING

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

TALBERT, BRIGHT & ELLINGTON	MAN-HOUR/FEE ESTIMATE SUMMARY PAGE MID-CAROLINA REGIONAL AIRPORT ON-AIRPORT TREE CLEARING	 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.		
BASIC AND SPECIAL SERVICES: LABOR SUMMARY		
MAJOR TASK:	MAJOR TASK DESCRIPTION:	COST:
TASK A - LABOR	(A-102) ENVIRONMENTAL DOCUMENTATION	\$3,937.29
TASK B - LABOR	(A-104) DESIGN PHASE	\$38,373.36
TASK C - LABOR	(A-104) BIDDING PHASE	\$11,824.07
TASK D - LABOR	(A-104) GRANT ADMINISTRATION PHASE	\$5,960.79
TASK E - LABOR		\$0.00
TASK F - LABOR		\$0.00
TASK G - LABOR		\$0.00
TASK H - LABOR		\$0.00
TASK I - LABOR		\$0.00
TASK J - LABOR		\$0.00
TASK K - LABOR		\$0.00
SUBTOTAL LABOR:		\$60,095.52
BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST		
TASK A - EXPENSES	(A-102) ENVIRONMENTAL DOCUMENTATION	\$0.00
TASK B - EXPENSES	(A-104) DESIGN PHASE	\$3,715.60
TASK C - EXPENSES	(A-104) BIDDING PHASE	\$2,733.80
TASK D - EXPENSES		\$0.00
TASK E - EXPENSES		\$0.00
TASK F - EXPENSES		\$0.00
TASK G - EXPENSES		\$0.00
TASK H - EXPENSES		\$0.00
TASK I - EXPENSES		\$0.00
TASK J - EXPENSES		\$0.00
TASK K - EXPENSES		\$0.00
SUBTOTAL NON-SALARY DIRECT COSTS:		\$6,449.40
SUBCONSULTANTS OR SUBCONTRACTORS		
(A-102) Threatened and Endangered Species	PROVIDED BY: S&ME	\$4,000.00
(A-102) Wetlands Delineation	PROVIDED BY: S&ME	\$3,500.00
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
SUBTOTAL OF SUBCONSULTANTS:		\$7,500.00
TOTAL FEE:		\$74,044.92
PREPARED BY:	J. ANDREW SHOOK, P.E.	SPONSOR:
TITLE:	PROJECT MANAGER	VALERIE STEELE
REPRESENTING:	TALBERT, BRIGHT & ELLINGTON	TITLE:
DATE:	1/15/2021	AIRPORT DIRECTOR
		WBS NUMBER:
		WBS #
		SIGNATURE:

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
MID-CAROLINA REGIONAL AIRPORT
ON-AIRPORT TREE CLEARING

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 1/15/2021

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK A	(A-102) ENVIRONMENTAL DOCUMENTATION	Principal	Project Manager	Senior Planner	Engineer 5	Engineer 4	Engineer 2	Cad Tech	Admin	Open	Open	Total Hours Per Task	Total Task Cost
Task A.1	State, Federal, and Local Coordination			4								4	\$ 192.00
Task A.2	Categorical Exclusion Checklist		1	4					1			6	\$ 275.00
Task A.3	Draft Documented Categorical Exclusion		2	8					1			11	\$ 525.00
Task A.4	Final Documented Categorical Exclusion		1	4					2			7	\$ 300.00
Task A.5												0	\$ -
Task A.6												0	\$ -
Task A.7												0	\$ -
Task A.8												0	\$ -
Task A.9												0	\$ -
Task A.10												0	\$ -
Task A.11												0	\$ -
Task A.12												0	\$ -
Task A.13												0	\$ -
Task A.14												0	\$ -
Task A.15												0	\$ -
Task A.16												0	\$ -
Task A.17												0	\$ -
Task A.18												0	\$ -
Task A.19												0	\$ -
Task A.20												0	\$ -
Task A.21												0	\$ -
Task A.22												0	\$ -
Task A.23												0	\$ -
Task A.24												0	\$ -
TOTAL MAN-HOURS													
RAW LABOR COSTS PER HOUR													
		0	4	20	0	0	0	0	4	0	0	28	
		\$68.00	\$58.00	\$48.00	\$50.00	\$41.00	\$31.00	\$30.00	\$25.00	\$0.00	\$0.00		
TOTAL LABOR FEES (Without Multiplier)		\$0.00	\$232.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00		\$ 1,292.00

TOTAL DIRECT LABOR COSTS:

STATE AUDITED OVERHEAD RATES:

Apply Multiplier of: 2.770

Overhead Subtotal: \$ 3,579.36

Profit: 10.00%

Capital Costs: 0.000%

PROFIT: + \$ 357.94

COST OF CAPITAL: + \$ -

TOTAL LABOR COSTS THIS TASK \$ 3,937.26

AV Fee Estimate (AV-201)

(Template Date: 05/2014)

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING**

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
MID-CAROLINA REGIONAL AIRPORT
ON-AIRPORT TREE CLEARING

DIVISION OF AVIATION

NC STATE DEPARTMENT OF TRANSPORTATION

DATE: 1/15/2021

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK B	(A-104) DESIGN PHASE	Principal	Project Manager	Senior Planner	Engineer 5	Engineer 4	Engineer 2	Cad Tech	Admin	Open	Open	Total Hours Per Task	Total Task Cost
Task B.1	Preliminary Project Review with Owner	2	4									6	\$ 368.00
Task B.2	Develop Project Scope/Contract	1	3			5			4			13	\$ 547.00
Task B.3	Preliminary Estimate		2			3						5	\$ 239.00
Task B.4	Determine Project Approach		2			2		2				6	\$ 258.00
Task B.5	Project Scope/Contract Revisions	1	1			2			2			6	\$ 258.00
Task B.6	Coordination/Meetings with Client/NCDOA		8			4			2			14	\$ 678.00
Task B.7	Coordination with Subconsultant		4									4	\$ 232.00
Task B.8	Cover Sheet					2		4				6	\$ 202.00
Task B.9	Construction Phasing & Safety Plan (CSPP)		6			4		8				18	\$ 752.00
Task B.10	Tree Removal Plan		8			8		12				28	\$ 1,152.00
Task B.11	Sediment and Erosion Control Plan		4			4		8				16	\$ 636.00
Task B.12	Miscellaneous Details		2			4		4				10	\$ 400.00
Task B.13	Sequence of Construction		4			4		4				8	\$ 396.00
Task B.14	Quantities and Construction Estimates		4			6		4				14	\$ 598.00
Task B.15	Specifications	2	12			4			10			28	\$ 1,246.00
Task B.16	Quality Assurance	2	8						2			12	\$ 650.00
Task B.17	Revisions	4	6			8		8	4			30	\$ 1,288.00
Task B.18	7460 Submittal		2				4					6	\$ 240.00
Task B.19	Erosion Control Design / NCDEQ Permitting		20			18	4					42	\$ 2,022.00
Task B.20	Final Engineer's Report		6			2						8	\$ 430.00
Task B.21												0	\$ -
Task B.22												0	\$ -
Task B.23												0	\$ -
Task B.24												0	\$ -
TOTAL MAN-HOURS		12	106	0	0	80	8	50	24	0	0	280	
RAW LABOR COSTS PER HOUR		\$68.00	\$58.00	\$48.00	\$50.00	\$41.00	\$31.00	\$30.00	\$25.00	\$0.00	\$0.00		
TOTAL LABOR FEES (Without Multiplier)		\$816.00	\$6,148.00	\$0.00	\$0.00	\$3,280.00	\$248.00	\$1,500.00	\$600.00	\$0.00	\$0.00		\$ 12,592.00
TOTAL DIRECT LABOR COSTS:													
STATE AUDITED OVERHEAD RATES:													
Apply Multiplier of:													
Overhead Subtotal:													
Profit:													
Capital Costs:													
TOTAL LABOR COSTS THIS TASK													
\$ 38,373.36													

Apply Multiplier of:

Overhead Subtotal:

Profit:

Capital Costs:

\$ 12,592.00

2,770

\$ 34,884.83

\$ -

10.00%

0.00%

PROFIT:

COST OF CAPITAL:

\$ -

\$ -

AV Fee Estimate (AV-201)

(Template Date: 05/2014)

[illegible]

(Template Date: 05/2014)

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING**

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
MID-CAROLINA REGIONAL AIRPORT
ON-AIRPORT TREE CLEARING



DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 1/15/2021

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK D	(A-104) GRANT ADMINISTRATION PHASE	Principal	Project Manager	Senior Planner	Engineer 5	Engineer 4	Engineer 2	Cad Tech	Admin	Open	Open	Total Hours Per Task	Total Task Cost
Task D.1	Review EBS Project Request Record. Prepare Initial Budget from Work Authorization. Review and Identify Funding Sources.		1				2					3	\$ 120.00
Task D.2	Prepare General Request For Aid (RFA). Requirements as Required by AV-101 Checklist (dated March 2019) to include all AV Forms, Sketch of Project Area, Project Budget, MS Project Schedule, and Letter of Request from Sponsor. Coordinate Sponsor Approvals on Forms and Letter. Communicate with Sponsor, NCDQA-APM, NCDQA-GA for EBS RFA Readiness. Create File to Track Approval Progress of RFA.		1				8					9	\$ 306.00
Task D.3	Finalize Budget and Sponsor Information in EBS for New RFA. Upload Scanned Documentation. Coordinate w/Sponsor for PIN Approval of Application.		1				6					7	\$ 244.00
Task D.4	Monitor, Track and Communicate as Necessary with NCDOT-DOA & Sponsor as Grant Application Progresses Through EBS approval phases.		1				8					9	\$ 306.00
Task D.5	Provide Grant Administration Assistance Including Preparation of Reimbursement Claims in Accordance with AV-103 Checklist (dated December 2019) and Updates to Grant Budget. Assist NCDQA-GA with Questions and Requests, etc. Provide Payment Verification and Documentation.		1				12					13	\$ 430.00
Task D.6	Complete Quarterly Status Reports and Update Cash Flow Estimate as required		1				4					5	\$ 182.00
Task D.7	Grant Closeout Coordination with Sponsor and NCDOT-DOA		1				10					11	\$ 368.00
TOTAL MAN-HOURS		0	7	0	0	0	50	0	0	0	0	57	
RAW LABOR COSTS PER HOUR		\$68.00	\$50.00	\$48.00	\$50.00	\$41.00	\$31.00	\$30.00	\$25.00	\$0.00	\$0.00		
TOTAL LABOR FEES (Without Multiplier)		\$0.00	\$406.00	\$0.00	\$0.00	\$0.00	\$1,550.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 1,956.00
TOTAL DIRECT LABOR COSTS:													
STATE AUDITED OVERHEAD RATES:													
												Apply Multiplier of:	\$ 1,956.00
												Overhead Subtotal:	\$ 2,770
												Profit:	\$ 541.89
												Capital Costs:	\$ -
												PROFIT:	10.00%
												COST OF CAPITAL:	0.00%
													\$ 5,960.79
TOTAL LABOR COSTS THIS TASK													

AV FeeEstimate (AV-201)

(Template Date: 05/20/14)

AV Fee Estimate (AV-201)

(Template Date: 05/2014)

 DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AV FccEstimate (AV 201) (5/14)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CAT/EX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING

ALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE

MID-CAROLINA REGIONAL AIRPORT

TREE CLEARING AND GRADING

DIVISION OF AVIATION

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

1/15/2021

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST

(A-104) DESIGN PHASE

GENERAL PROJECT WORK:

	QTY	DESCRIPTION	UNIT	UNIT COST	
Travel:					
Personal Mileage	2	Trip(s) in Sedan @	102 miles @	\$0.575	\$117.30
	0	Trip(s) in Carry-All @	102 miles @	\$0.595	\$0.00
Per Diem:	0	Breakfast	each	\$8.60	\$0.00
	0	Lunch	each	\$11.30	\$0.00
	0	Dinner	each	\$195.00	\$0.00
	0	Day	each	\$214.90	\$0.00
	0	Lodging (on lump sum Incl. taxes)	each	\$80.00	\$0.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:	each	\$250.00	\$0.00
Reproduction:					
	1200	8 1/2 x 11 B & W Copies	each	\$0.09	\$108.00
	50	11 x 17 B & W Copies	each	\$0.15	\$7.50
	600	8 1/2 x 11 Color Copies	each	\$0.83	\$498.00
	80	11 x 17 Color Copies	each	\$1.66	\$132.80
	1600	SQ. FT. of Plots (B & W) - Bond	sq. ft	\$0.42	\$672.00
Shipping / Postage:					
	4	Express Shipping	each	\$20.00	\$80.00
	4	USPS Postage	each	\$5.00	\$20.00
				Subtotal	\$1,635.60
MISCELLANEOUS DIRECT EXPENSES:					
ITEM	QTY	DESCRIPTION	UNIT	UNIT COST	
PMT	1	NCDEQ Permitting	1	\$ 2,080.00	\$2,080.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Subtotal	\$2,080.00
				TOTAL:	\$3,715.60

AV Fee Estimate (AV-201) (5/14)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING

TALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE MID-CAROLINA REGIONAL AIRPORT TREE CLEARING AND GRADING		 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
				1/15/2021	
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST (A-104) BIDDING PHASE					
GENERAL PROJECT WORK:					
	QTY	DESCRIPTION		UNIT COST	
Travel:					
Personal Mileage	2	Trip(s) in Sedan @	102 miles @	\$0.575	\$117.30
	0	Trip(s) in Carry-All @	102 miles @	\$0.595	\$0.00
Per Diem:	0	Breakfast	each	\$8.60	\$0.00
	0	Lunch	each	\$11.30	\$0.00
	0	Dinner	each	\$195.00	\$0.00
	0	Day	each	\$214.90	\$0.00
	0	Lodging (on lump sum Incl. taxes)	each	\$80.00	\$0.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:	each	\$250.00	\$0.00
Reproduction:	4000	8 1/2 x 11 B & W Copies	each	\$0.09	\$360.00
	100	11 x 17 B & W Copies	each	\$0.15	\$15.00
	50	8 1/2 x 11 Color Copies	each	\$0.83	\$41.50
	0	11 x 17 Color Copies	each	\$1.66	\$0.00
	1500	SQ. FT. of Plots (B & W) - Bond	sq. ft	\$0.42	\$630.00
Shipping / Postage	12	Express Shipping	each	\$20.00	\$240.00
	6	USPS Postage	each	\$5.00	\$30.00
Subtotal					\$1,433.80
MISCELLANEOUS DIRECT EXPENSES:					
ITEM	QTY	DESCRIPTION	UNIT	UNIT COST	
ADV	1	Advertisement	1	\$ 1,300.00	\$1,300.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$1,300.00
TOTAL:					\$2,733.80

AV FeeEstimate (AV-201) (5/14)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CAT/EX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING



October 29, 2020

Talbert Bright & Ellington, Inc.
2000 Park Street, Suite 101
Columbia, South Carolina, 29201

Attention: Ms. Judy Elder, Senior Environmental Planner
jelder@tbeclt.com

Reference: **Proposal for Professional Consulting Services**
Mid-Carolina Regional Airport Obstruction Removal
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 42-2001022

Dear Ms. Elder:

S&ME, Inc. (S&ME) is pleased to submit this proposal for professional consulting services for the above-referenced project. This proposal presents our understanding of the project, a general description of our services, a proposed schedule, an estimate of fees, and establishes contractual arrangements. We understand the Scope of Services will be carried out in accordance with the terms and conditions of Talbert Bright & Ellington's Sub-consultant Agreement between the Engineer and Consultant for Professional Services, which will be issued at a later date.

◆ Property Description

Information that we have concerning the site was provided by you via e-mail correspondence with Mr. Chris Daves of S&ME on October 9, 2020. In the e-mail, an exhibit was provided depicting four separate tree obstruction areas surrounding the existing runway. The approximate 30-acre project area is located north, west, and southwest of Runway 20-2 at the Mid-Carolina Regional Airport near Salisbury, Rowan County, North Carolina. You have requested we provide due diligence services for the site. A Proposal Exhibit is included with this proposal.

◆ Scope of Services

Task 1 – Protected Species Assessment

The purpose of the Protected Species Assessment is to determine if current conditions are suitable for federal and state protected terrestrial species (plants or animals occurring on land) that have been currently or historically documented by the U.S. Fish and Wildlife Service (USFWS) and/or North Carolina Natural Heritage Program (NCNHP) in the vicinity of the project site. If potential habitat for terrestrial protected species is identified during field review, these areas will be surveyed to determine whether or not protected species are present. In the event protected species are identified during field review, a separate proposal will be submitted for agency coordination associated with the increased Scope of Services. Please note that the Protected Species Assessment will not include sampling or habitat assessment for mussel (i.e. mussel surveys), fish, or other aquatic protected species in the event streams are located in the project area. Also, a bat survey (mist netting, acoustical, etc.) is not included.

S&ME, Inc. | 134 Suber Road | Columbia, SC 29201 | p 803.561.9024 | www.smeinc.com

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING**



Proposal for Professional Consulting Services
Mid-Carolina Regional Airport Obstruction Removal
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 42-2001022

S&ME recommends that assessment for floral species be conducted during the respective flowering periods, if potential habitat is located. If our surveys are conducted outside the optimal survey window for the protected species and potential habitat is identified, then additional site visits may be necessary to confirm the presence or absence of protected species. The cost of additional field visits is not included in this proposal and will be addressed separately, if necessary.

The Protected Species Assessment for federal and state listed species will include three primary subtasks and are described as follows:

Task 1.1 - Review of the Public State and Federal Records

The assessment will include a review of the available public records from the USFWS and the NCNHP databases. Review of the soil series at the site based upon the appropriate U.S. Department of Agriculture (USDA) county soil survey and the USGS topographic map will also be conducted. A scoping letter will be sent to the NCNHP requesting the most up-to-date data available in their database.

Task 1.2 - Site Reconnaissance

A site reconnaissance will be conducted to determine the presence of federal and state listed protected species known in the county, as well as potential habitat for protected terrestrial species. S&ME will also document and prepare a list of invasive species observed in the field.

Task 1.3 – Protected Species Assessment Report

Upon completion of the above tasks, S&ME will prepare a written report documenting our observations and conclusions. The report will be submitted to the USFWS for review and comment, if necessary.

Task 2 – Jurisdictional Waters Assessment

Task 2.1 – Field Assessment

S&ME will conduct a jurisdictional waters assessment for the site. The purpose of the jurisdictional waters assessment is to identify potential waters of the U.S. (which includes wetlands and non-wetlands such as streams, tributaries, and open waters) within the site and demarcate the boundaries between those areas and upland areas. Jurisdictional waters of the U.S. are regulated by the U.S. Army Corps of Engineers (USACE). Isolated wetlands and streams are regulated by the State of North Carolina's Department of Environmental Quality (NCDEQ) – Division of Water Resources (DWR). S&ME's approach to performing the delineation includes the following activities:

S&ME wetland professionals will review supporting information prior to initiating field activities such as USGS topographic maps, local soil survey data, National Wetlands Inventory (NWI) mapping, and the USDA Hydric Soils of the U.S. publication. S&ME wetland professionals will then field review the site and identify areas with conditions consistent with jurisdictional wetlands in accordance with guidance set forth in the 1987 USACE Wetland Delineation Manual and appropriate Regional Supplement. S&ME professionals will document field conditions at specific locations with photographs and by using the USACE Routine Wetland Determination Data Form. Areas determined to be potentially jurisdictional wetlands will not be marked with flagging but will be located with a GPS receiver capable of sub-meter accuracy.

October 29, 2020

2

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING



Proposal for Professional Consulting Services
Mid-Carolina Regional Airport Obstruction Removal
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 42-2001022

S&ME will also field review the evaluation area for streams or other non-wetland waters of the U.S. (tributaries, open waters, etc.). Drainage features identified during the field review will be assessed and will be classified as either non-jurisdictional or potentially jurisdictional. If appropriate, S&ME will use the NCDEQ-DWR Stream Classification Form (Ver. 4.11) to document characteristics of identified drainage features on the day of the assessment. S&ME will then assess the boundaries of potentially jurisdictional non-wetland waters of the U.S. (for streams and tributaries, one side of the top of bank with an offset, and for open waters at the edge of water) and locate with a GPS receiver.

S&ME will then post-process the GPS field data and prepare a Jurisdictional Waters Assessment report will include a GIS-generated feature exhibit that incorporates available topography and aerial ortho-photography depicting the approximate extent and location of potentially jurisdictional features. The Jurisdictional Waters Assessment will also include field documentation such as photographs, wetland data forms, and stream forms. Please note the collection and presentation of GPS data points is for informational and reference uses only and does not constitute a surveyed wetland boundary plat.

◆ Schedule

The proposed schedule includes working days (Monday through Friday) from the date that we receive notice to proceed. We can generally mobilize to begin our assessments within five working days of receiving notification to proceed.

The Jurisdictional Waters Assessment and Protected Species Assessment fieldwork can be conducted within four weeks, barring weather delays, and conditional on the client responsibilities being fulfilled within five business days of authorization. An additional week will be necessary to prepare reports. Because outside agencies will influence the project schedule, it is not possible to determine at this time when a final concurrence letter from the USFWS will be provided.

◆ Fees

Based on our present understanding of the proposed project, current site conditions, and our estimate of time and expenses, we can perform the Scope of Services for the following **lump sum fees**:

Task	Service	Fee
1	Protected Species Assessment	\$4,000
2	Jurisdictional Waters Assessment	\$3,500

These quotations are valid for a period of 90 days.

◆ Deliverables

S&ME will provide the client a PDF copy of each report.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING**



Proposal for Professional Consulting Services
Mid-Carolina Regional Airport Obstruction Removal
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 42-2001022

◆ **Excluded Services**

Protected Species Assessment

- ◆ Habitat assessment/sampling for aquatic species or bats surveys (acoustic surveys/mist netting).
- ◆ Additional field visits for protected species (other than the scope indicated in Task 1).
- ◆ Agency coordination, if protected species are found.

Jurisdictional Waters Assessment

- ◆ Coordination of our findings with the USACE or NCDEQ-DWR.
- ◆ Nationwide Permit (NWP) or Individual Permit (IP) Preparation or Wetland and Stream Mitigation activities/fees.
- ◆ Wetland/stream boundary surveying activities.

◆ **Client Responsibilities**

The Scope of Services, project schedule, and fees presented herein are contingent upon the client fulfilling the following responsibilities:

- ◆ Provide written authorization to proceed prior to commencement of our services.
- ◆ Provide access to the site, including keys to locked structures or gates.
- ◆ Notify site owners of S&ME's intent to enter their properties and the date we will be on-site. S&ME will coordinate with you when we will be on-site.
- ◆ Provide an adequate description of the project and provide the latest mapping (shape or CAD file) depicting the limits of the project boundaries.
- ◆ Prohibit any hunting activities during the field portion of our Scope of Services.
- ◆ Upon receipt of our invoice, payment must be provided in net 30 days.

◆ **Use of Proposal/Report**

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

◆ **Authorization**

We understand the Scope of Services will be carried out in accordance with the terms and conditions of Talbert Bright & Ellington's Sub-consultant Agreement between the Engineer and Consultant for Professional Services that will be issued at a later date. Upon receipt of the Sub-consultant Agreement, S&ME will review and sign the Agreement and return to your office for your signature. Upon your signature, we will proceed with our services.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEx/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING**



Proposal for Professional Consulting Services
Mid-Carolina Regional Airport Obstruction Removal
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 42-2001022

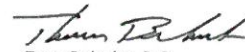
♦ **Closure**

S&ME appreciates the opportunity to be of service to you. If you have questions regarding the outlined Scope of Services, or if we may be of further assistance, please call us at 803.561.9024.

Sincerely,

S&ME


Chris Daves
Senior Scientist
cdaves@smeinc.com

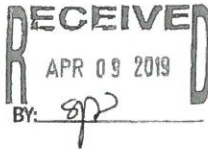

Tom Behnke, P.G.
Senior Reviewer
tbehnke@smeinc.com

Enclosure:
Client-Provided Exhibit

This is a highly detailed technical site plan for a proposed development, oriented vertically. The central feature is a large rectangular building footprint with internal structural grid lines labeled A through Q and 1 through 10. To the left of the main building is a large, irregularly shaped area filled with a cross-hatch pattern, possibly representing a landscaped area or a specific material type. Above the main building is a smaller rectangular structure with diagonal hatching. Various other smaller buildings and structures are scattered throughout the site. The plan includes numerous annotations such as "EXISTING RPT 100' x 1,000' x 700'", "PROPOSED IMPROVED PAVEMENT", "PROPOSED IMPROVED SIDEWALK", "PROPOSED IMPROVED DRIVEWAY", "PROPOSED IMPROVED PARKING LOT", "PROPOSED IMPROVED LANDSCAPE", "PROPOSED IMPROVED FENCE", "PROPOSED IMPROVED SIGNAGE", "PROPOSED IMPROVED LIGHTING", "PROPOSED IMPROVED UTILITY", "PROPOSED IMPROVED DRAINAGE", "PROPOSED IMPROVED SECURITY", "PROPOSED IMPROVED ACCESSIBILITY", "PROPOSED IMPROVED SAFETY", "PROPOSED IMPROVED COMFORT", "PROPOSED IMPROVED CONVENIENCE", "PROPOSED IMPROVED EFFICIENCY", "PROPOSED IMPROVED EFFECTIVENESS", "PROPOSED IMPROVED RELIABILITY", "PROPOSED IMPROVED DURABILITY", "PROPOSED IMPROVED MAINTAINABILITY", "PROPOSED IMPROVED ADAPTABILITY", "PROPOSED IMPROVED FLEXIBILITY", "PROPOSED IMPROVED SCALABILITY", "PROPOSED IMPROVED GROWTH", "PROPOSED IMPROVED INNOVATION", "PROPOSED IMPROVED SUSTAINABILITY", "PROPOSED IMPROVED RESILIENCE", "PROPOSED IMPROVED ROBUSTNESS", "PROPOSED IMPROVED VERSATILITY", "PROPOSED IMPROVED MULTI-USE", "PROPOSED IMPROVED MULTI-PHASE", "PROPOSED IMPROVED MULTI-STAGE", "PROPOSED IMPROVED MULTI-LAYERED", "PROPOSED IMPROVED MULTI-DIMENSIONAL", "PROPOSED IMPROVED MULTI-FUNCTIONAL", "PROPOSED IMPROVED MULTI-SCALE", "PROPOSED IMPROVED MULTI-TIME", "PROPOSED IMPROVED MULTI-SPACE", "PROPOSED IMPROVED MULTI-CULTURAL", "PROPOSED IMPROVED MULTI-ETHNIC", "PROPOSED IMPROVED MULTI-RACIAL", "PROPOSED IMPROVED MULTI-SEXUAL", "PROPOSED IMPROVED MULTI-GENDER", "PROPOSED IMPROVED MULTI-AGE", "PROPOSED IMPROVED MULTI-GENERATIONAL", "PROPOSED IMPROVED MULTI-CLASS", "PROPOSED IMPROVED MULTI-INCOME", "PROPOSED IMPROVED MULTI-EDUCATION", "PROPOSED IMPROVED MULTI-OCCUPATION", "PROPOSED IMPROVED MULTI-INTEREST", "PROPOSED IMPROVED MULTI-PASSION", "PROPOSED IMPROVED MULTI-IDENTITY", "PROPOSED IMPROVED MULTI-COMMUNITY", "PROPOSED IMPROVED MULTI-NATION", "PROPOSED IMPROVED MULTI-CULTURE", "PROPOSED IMPROVED MULTI-RELIGION", "PROPOSED IMPROVED MULTI-BELIEF", "PROPOSED IMPROVED MULTI-WORLDVIEW", "PROPOSED IMPROVED MULTI-VALUE", "PROPOSED IMPROVED MULTI-NORM", "PROPOSED IMPROVED MULTI-MORAL", "PROPOSED IMPROVED MULTI-Ethic", "PROPOSED IMPROVED MULTI-VIRTUE", "PROPOSED IMPROVED MULTI-CHARACTER", "PROPOSED IMPROVED MULTI-TEMPERAMENT", "PROPOSED IMPROVED MULTI-HUMOR", "PROPOSED IMPROVED MULTI-EMOTION", "PROPOSED IMPROVED MULTI-FAITH", "PROPOSED IMPROVED MULTI-SPIRIT", "PROPOSED IMPROVED MULTI-SOUL", "PROPOSED IMPROVED MULTI-HEART", "PROPOSED IMPROVED MULTI-MIND", "PROPOSED IMPROVED MULTI-BODY", "PROPOSED IMPROVED MULTI-PSYCHE", "PROPOSED IMPROVED MULTI-NEUROLOGY", "PROPOSED IMPROVED MULTI-PATHOLOGY", "PROPOSED IMPROVED MULTI-MEDICINE", "PROPOSED IMPROVED MULTI-SCIENCE", "PROPOSED IMPROVED MULTI-TECHNOLOGY", "PROPOSED IMPROVED MULTI-ART", "PROPOSED IMPROVED MULTI-LITERATURE", "PROPOSED IMPROVED MULTI-MUSIC", "PROPOSED IMPROVED MULTI-DANCE", "PROPOSED IMPROVED MULTI-SPORT", "PROPOSED IMPROVED MULTI-GAME", "PROPOSED IMPROVED MULTI-TOY", "PROPOSED IMPROVED MULTI-FOOD", "PROPOSED IMPROVED MULTI-BEVERAGE", "PROPOSED IMPROVED MULTI-APPAREL", "PROPOSED IMPROVED MULTI-ACCESSORY", "PROPOSED IMPROVED MULTI-FURNITURE", "PROPOSED IMPROVED MULTI-DECOR", "PROPOSED IMPROVED MULTI-ARCHITECTURE", "PROPOSED IMPROVED MULTI-ENGINEERING", "PROPOSED IMPROVED MULTI-MANUFACTURING", "PROPOSED IMPROVED MULTI-CONSTRUCTION", "PROPOSED IMPROVED MULTI-TRANSPORTATION", "PROPOSED IMPROVED MULTI-INFRASTRUCTURE", "PROPOSED IMPROVED MULTI-UTILITY", "PROPOSED IMPROVED MULTI-SERVICE", "PROPOSED IMPROVED MULTI-INDUSTRY", "PROPOSED IMPROVED MULTI-BUSINESS", "PROPOSED IMPROVED MULTI-ORGANIZATION", "PROPOSED IMPROVED MULTI-ENTERPRISE", "PROPOSED IMPROVED MULTI-CORPORATION", "PROPOSED IMPROVED MULTI-UNIVERSITY", "PROPOSED IMPROVED MULTI-INSTITUTE", "PROPOSED IMPROVED MULTI-RESEARCH", "PROPOSED IMPROVED MULTI-DEVELOPMENT", "PROPOSED IMPROVED MULTI-ENTREPRENEURSHIP", "PROPOSED IMPROVED MULTI-INVESTMENT", "PROPOSED IMPROVED MULTI-FINANCING", "PROPOSED IMPROVED MULTI-ACCOUNTING", "PROPOSED IMPROVED MULTI-LAW", "PROPOSED IMPROVED MULTI-JUDICIAL", "PROPOSED IMPROVED MULTI-LEGISLATIVE", "PROPOSED IMPROVED MULTI-EXECUTIVE", "PROPOSED IMPROVED MULTI-MAYOR", "PROPOSED IMPROVED MULTI-COUNCILMAN", "PROPOSED IMPROVED MULTI-COMMISSIONER", "PROPOSED IMPROVED MULTI-SENATOR", "PROPOSED IMPROVED MULTI-CONGRESSMAN", "PROPOSED IMPROVED MULTI-PRESIDENT", "PROPOSED IMPROVED MULTI-VICE PRESIDENT", "PROPOSED IMPROVED MULTI-DEPUTY", "PROPOSED IMPROVED MULTI-CLERK", "PROPOSED IMPROVED MULTI-SERGEANT", "PROPOSED IMPROVED MULTI-CAPTAIN", "PROPOSED IMPROVED MULTI-LIEUTENANT", "PROPOSED IMPROVED MULTI-MAJOR", "PROPOSED IMPROVED MULTI-COLONEL", "PROPOSED IMPROVED MULTI-GENERAL", "PROPOSED IMPROVED MULTI-ADMIRAL", "PROPOSED IMPROVED MULTI-GENERAL", "PROPOSED IMPROVED MULTI-ADMIRAL", "PROPOSED IMPROVED MULTI-GENERAL", "PROPOSED IMPROVED MULTI-ADMIRAL". The plan also shows surrounding streets like "MAIN STREET" and "PARK STREET", and existing features like "EXISTING RPT 100' x 1,000' x 700'". A scale bar at the bottom indicates "1\"/>

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING

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



**CONTRACT
FOR ENGINEERING, PLANNING AND RELATED SERVICES
FOR
ROWAN COUNTY**

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

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

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

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

GENERAL

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

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

Rowan County (Client No: 3708)
1 of 22
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

SECTION I – BASIC SERVICES

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

1. Consult with **OWNER**, state, and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.
2. Advise **OWNER** as to the necessity of **OWNER's** providing or obtaining from others data or services of the types described in **Section II – Special Services**. Assist the **OWNER** in contracting for such services.
3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.
6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.
7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the **OWNER** for submission to government agencies.
8. Assist the **OWNER** in obtaining financing for project.
9. Perform additional work as described and required by the work authorizations.

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

1. In consultation with the **OWNER** and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
2. Prepare an **ENGINEER's** report in accordance with FAA criteria, which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the manner in which the work will be accomplished; and
 - c. A project cost estimate based upon the final design.

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3. Advise the **OWNER** of needed special services as described in Section II – Special Services and assist the **OWNER** in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).
 4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by **OWNER**, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.
 5. Assist **OWNER** in submitting appropriate documents to state and federal agencies for necessary approvals and permits.
 6. Furnish to the **OWNER** two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.
 7. Perform additional work as described and required by work authorizations.
- C. **Construction Phase:** During the Construction Phase, the **ENGINEER** shall provide the following services:
1. Assistance to the **OWNER** in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
 2. Assistance in preparation of formal contract documents for the award of construction contract.
 3. Consult with and advise the **OWNER** and act as provided in the approved construction specifications and contract documents.
 4. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. **ENGINEER** shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). **ENGINEER**'s efforts will be directed toward providing a greater degree of confidence for **OWNER** that the completed work of Contractor(s) will conform to the contract documents, but **ENGINEER** shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such

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

5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
6. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
7. Recommend to **OWNER** change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of **OWNER** with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The **ENGINEER** is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the **OWNER** where changes are due to causes beyond the **ENGINEER**'s control.
8. Advise the **OWNER** of needed special services and assist the **OWNER** in acquisition of such services as appropriate.
9. Based upon **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observation and review, that the work has progressed to the point indicated, that to the best of **ENGINEER**'s knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not

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

10. Prepare **OWNER**'s applications for partial and final payments for submission to government agencies.
11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
12. **ENGINEER** will prepare for **OWNER**, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to **ENGINEER** and which **ENGINEER** considers significant.
13. The **ENGINEER** shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the **ENGINEER** from liability for failure to perform properly duties undertaken by the **ENGINEER** under this Contract.

SECTION II – SPECIAL SERVICES

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

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

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the **OWNER**. When authorized by the **OWNER** the duties, responsibilities and limitations of authority shall be described in Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative.
- E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.
- F. Assistance to the **OWNER** as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the **OWNER** and FAA, and beyond the control of the **ENGINEER**, that may be requested or authorized in writing by the **OWNER** in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the **OWNER** adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond **ENGINEER's** control.
- K. Providing renderings or models for **OWNER's** use.

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- L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.
- M. Additional or extended services during construction made necessary by:
 - 1. Work damaged by fire or other cause during construction.
 - 2. A significant amount of defective or neglected work of Contractor(s).
 - 3. Prolongation of the contract time of any prime contract by more than ten (10) days.
 - 4. Acceleration of the process schedule involving services beyond normal working hours.
 - 5. Default by Contractor(s).
 - 6. The furnishing of a resident project representative other than an employee of the **ENGINEER**.
- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.
- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III – RESPONSIBILITIES OF THE OWNER

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

- A. Make available for **ENGINEER**'s use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on **OWNER**'s behalf and respond in a timely manner to submissions by **ENGINEER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the **OWNER**, and all costs associated with obtaining bids from contractors.

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- D. Furnish **ENGINEER** as required for performance of **ENGINEER**'s basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which **ENGINEER** may rely upon in performing his services.
- E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as **OWNER** may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- I. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope of timing of the **ENGINEER**'s services, or any defect in the work of Contractor(s).

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

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

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

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

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

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

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

1. **Schedules:** Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
 - a. Serve as **ENGINEER**'s liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist **ENGINEER** in serving as **OWNER**'s liaison with Contractor when Contractor's operations affect **OWNER**'s on-site operations; and
 - b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work, according to the contract documents.
4. **Shop Drawings and Samples:**
 - a. Record date of receipt of shop drawings and samples;

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- b. Receive samples, which are furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination; and
 - c. Advise **ENGINEER** and Contractor of the commencement of any work requiring a shop drawing or sample if the **ENGINEER** has not accepted the submittal.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is, in general, proceeding in accordance with the contract documents;
 - b. Report to **ENGINEER** whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise **ENGINEER** of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
 - c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to **ENGINEER** appropriate details relative to tests, procedures, and startups; and
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to **ENGINEER**.
6. Interpretation of Contract Documents: Report to **ENGINEER** when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to **ENGINEER**. Transmit to Contractor decisions as issued by **ENGINEER**.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed

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

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

9. Reports:

- a. Furnish **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;
- b. Consult with **ENGINEER** in advance of scheduled major tests, inspections, or start of important phases of the work;
- c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to **ENGINEER** change orders, work directive changes, and field orders; and
- d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.

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

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

12. Completion:

- a. Before **ENGINEER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;
- b. Conduct on-site review in the company of **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected; and
- c. Observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

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

1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by **ENGINEER**.
2. Exceed limitations of **ENGINEER**'s authority as set forth in the contract documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Accept shop drawing or sample submittals from anyone other than Contractor.
7. Authorize **OWNER** to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER**.

SECTION V – PAYMENT OF SERVICES

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

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

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

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

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

2. **Lump Sum:** For work that can be defined and delineated in advance, payment to the **ENGINEER** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.
- B. **Terms and Conditions:** The basis of compensation described is based upon the following conditions:
1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the **ENGINEER**'s office, at the site of the Project, or travel status in connection with the Project.
 2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
 3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.
- C. **Payment Schedules:**
1. Invoices shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts.

SECTION VI – MISCELLANEOUS PROVISIONS

- A. **Estimates:** Since the **ENGINEER** has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the **ENGINEER** does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. **Extra Work:** It is mutually understood and agreed that the **OWNER** will compensate the **ENGINEER** for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the **ENGINEER**'s control and when requested or authorized by the

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

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

D. **Responsibility of the ENGINEER:**

1. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Contract.
2. Approval by the **OWNER** or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **ENGINEER** of his responsibility for the technical adequacy of his work.

E. **Period of Services:**

1. The provisions of this Section and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. **ENGINEER**'s obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.
2. If **OWNER** has requested significant modifications or changes in the extent of the Project, the time of performance of **ENGINEER**'s services and his various rates of compensation shall be adjusted appropriately.
3. If **OWNER** fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, **ENGINEER** may, after giving seven (7) days' written notice to **OWNER**, suspend services under this Contract.

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

F. Termination:

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the **ENGINEER** is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
3. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the **ENGINEER** is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
4. Upon receipt of a termination notice, the **ENGINEER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the **ENGINEER** performing this Contract, whether completed or in process.
5. If this Contract is terminated by either party, the **ENGINEER** shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement

Rowan County (Client No: 3708)

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEx/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING

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

- G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between **OWNER** and the **ENGINEER** arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the **OWNER** is located.
- H. **Professional Liability:** **ENGINEER** maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to \$1,000,000 for its negligent acts, errors, or omissions. If the **OWNER** desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.
- I. **Audit: Access to Records:**
1. The **ENGINEER** shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The **OWNER**, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.
 2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the **OWNER** makes final payment.
- J. **Civil Right Assurance:** During the performance of this Contract, the **ENGINEER**, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CAT/EX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Report: The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the OWNER or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the OWNER shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of

Rowan County (Client No: 3708)

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR CATEX/DESIGN/BIDDING
ON-AIRPORT TREE CLEARING
NCDOT-DOA #: PENDING

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

K. Minority Business Enterprise (MBE) Assurances:

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

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

OWNER:
ROWAN COUNTY

BY: *[Signature]*

TITLE: County Manager

DATE: 3-1-2019

WITNESS: *[Signature]*

ADDRESS:
130 West Innes Street
Salisbury, NC 28144

ENGINEER:
TALBERT, BRIGHT & ELLINGTON,
INC.

BY: *[Signature]*

TITLE: Vice President

DATE: 3/28/19

WITNESS: *[Signature]*

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

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

[Signature]
FINANCE DIRECTOR

Rowan County (Client No: 3708)
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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

DEPARTMENTAL REQUEST FOR BUDGET ACTION

EXPLANATION IN DETAIL: To budget the On-Airport Tree Clearing project at the Mid-Carolina Regional Airport.

Prepared by: Lisa Bevis
Date: 01/20/21
Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
16.1 On-Airport Tree Clearing	R	6344550-434602	66,641	
Tree Removal Services	E	6354550-533064	74,045	
Other Professional Services	E	6354550-533000		7,404
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____ 1/21/21		Date: _____	Posted by: _____	
Signature: _____ J. Howden		Signature: _____	Approved by: _____	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 1/21/2021
SUBJECT: Lease Extension and CPI increase Hangar #28

The lease agreement for Hangar #28 second five (5) year extension includes a rent increase by the cumulative consumer price index (CPI) for the previous five years or 10%, whichever is less. The CPI rate is 9.6% which equates to a \$207.93 increase to the current monthly rate of \$2,166.00.

Approve the new monthly lease rate of \$2,373.93 for Hangar #28.

ATTACHMENTS:

Description	Upload Date	Type
US Bureau of Labor Statistics CPI for Urban Consumers	1/21/2021	Exhibit



Databases, Tables & Calculators by Subject

Change Output Options: From: 2015 To: 2020 GO

☒ include graphs ☒ include annual averages[More Formatting Options](#)

Data extracted on: January 20, 2021 (11:42:17 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0L1E, CUUS0000SA0L1E

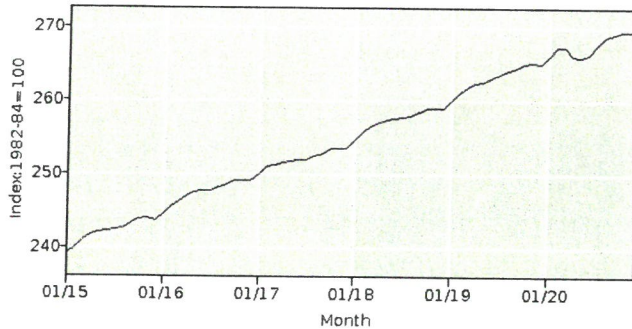
Not Seasonally Adjusted

Series Title: All items less food and energy in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items less food and energy

Base Period: 1982-84=100

Download: [XLSX](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015	239.248	240.083	241.067	241.802	242.119	242.354	242.436	242.651	243.359	243.985	244.075	243.779	242.247	241.112	243.381
2016	244.528	245.680	246.358	246.992	247.544	247.794	247.744	248.278	248.731	249.218	249.227	249.134	247.602	246.483	248.722
2017	250.083	251.143	251.290	251.642	251.835	252.014	251.936	252.460	252.941	253.638	253.492	253.558	252.169	251.335	253.004
2018	254.638	255.783	256.610	257.025	257.469	257.697	257.867	258.012	258.429	259.063	259.105	259.083	257.565	256.537	258.593
2019	260.122	261.114	261.836	262.332	262.590	263.177	263.566	264.169	264.522	265.059	265.108	264.935	263.211	261.862	264.560
2020	266.004	267.268	267.312	266.089	265.799	266.302	267.703	268.756	269.054	269.328	269.473	269.226	267.693	266.462	268.923

12-Month Percent Change

Series Id: CUUR0000SA0L1E, CUUS0000SA0L1E

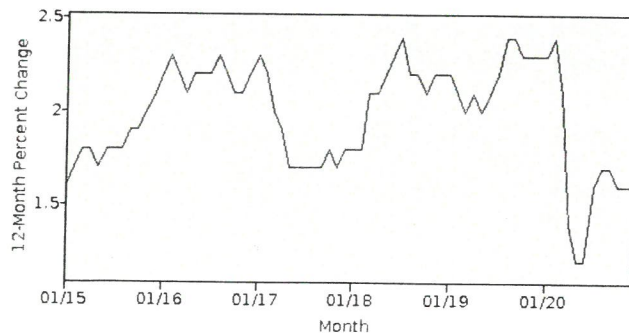
Not Seasonally Adjusted

Series Title: All items less food and energy in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items less food and energy

Base Period: 1982-84=100

Download: [XLSX](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015	1.6	1.7	1.8	1.8	1.7	1.8	1.8	1.8	1.9	1.9	2.0	2.1	1.8	1.7	1.9
2016	2.2	2.3	2.2	2.1	2.2	2.2	2.2	2.3	2.2	2.1	2.1	2.2	2.2	2.2	2.2
2017	2.3	2.2	2.0	1.9	1.7	1.7	1.7	1.7	1.7	1.8	1.7	1.8	1.8	2.0	1.7
2018	1.8	1.8	2.1	2.1	2.2	2.3	2.4	2.2	2.2	2.1	2.2	2.2	2.1	2.1	2.2
2019	2.2	2.1	2.0	2.1	2.0	2.1	2.2	2.4	2.4	2.3	2.3	2.3	2.2	2.1	2.3

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2020	2.3	2.4	2.1	1.4	1.2	1.2	1.6	1.7	1.7	1.6	1.6	1.6	1.7	1.8	1.6

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200_ Federal Relay Service:1-800-877-8339_ www.bls.gov [Contact Us](#)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Casey Robinson, Assitant Tax Collector
DATE: January 21, 2021
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
NOVEMBER 2020 VTS REFUNDS	1/21/2021	Cover Memo
DECEMBER 2020 TYLER REFUNDS	1/21/2021	Cover Memo
DECEMBER 2020 AS400 REFUNDS	1/21/2021	Cover Memo

NOVEMBER 2020 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS #	REFUND
AGNER, ROBIN	504 FRONTIER CIR		CHINA GROVE	NC	28023	Vehicle Sold	136299314	7.41
ALBRIGHT, ELIZABETH CLARE	409 E 18TH ST		KANNAPOLIS	NC	28083	Tag Surrender	203433396	38.53
ANGEL, SANDRA SANDERS	1370 CAMPBELL RD		WOODLEAF	NC	27054	Vehicle Sold	135441046	10.41
BAME, ROBERT GERALD	615 LAKE FORK RD		SALISBURY	NC	28146	Vehicle Sold	135492434	12.50
BARENTINE, GARY EDWARD	125 COLTSVILLE DR		MOUNT ULLA	NC	28125	Vehicle Sold	135441044	101.85
BARNHARDT, JOHN THOMAS SR	503 PARK ST		CHINA GROVE	NC	28023	Vehicle Sold	135492336	12.62
BURTON, CARMEN DICKERSON	189 BAYVIEW DR		SALISBURY	NC	28147	Situs error	271787292	260.13
CASTIGLIA, ANGELA MARIE	1319 WASHINGTON LN		KANNAPOLIS	NC	28083	Vehicle Totalled	202895406	86.87
CECO FRICTION PRODUCTS INC	PO BOX 150		LANDIS	NC	28088	Over Assessment	202690932	100.58
CHILDERS, JESSIE SLOAN	100 EDZELL DR		SALISBURY	NC	28146	Incomplete Doc	136107014	15.00
CHRISTMAN, CONNOR ALLEN	1050 JACKSON RD		SALISBURY	NC	28146	Vehicle Totalled	135835432	62.83
CLIFTON, HUGH CLAYTON JR	312 N DEERFIELD CIR		SALISBURY	NC	28147	Vehicle Totalled	136299318	33.14
CONDON, DAVID THOMAS	695 BENHARDT RD		SALISBURY	NC	28147	Vehicle Sold	135835716	17.54
CONDON, DAVID THOMAS	695 BENHARDT RD		SALISBURY	NC	28147	Vehicle Sold	135835712	5.48
CRESTA, BRYTON CHRISTOPHER	622 N MAIN ST		KANNAPOLIS	NC	28081	Vehicle Totalled	204448929	135.17
DUNCAN, RODGER THOMAS	555 JAYCEE ST		SALISBURY	NC	28146	Situs error	271548568	391.50
FORTSON, CARL DEAN	5035 STOKES FERRY RD		SALISBURY	NC	28146	Vehicle Sold	135835424	261.27
GRIFFIN MARKETING GROUP INC	1935 S MAIN ST STE 102		SALISBURY	NC	28144	Vehicle Sold	203161563	231.18
GRIGSBY, GLENN ANTHONY JR	460 GOLD HILL DR	APT 103	SALISBURY	NC	28146	Vehicle Sold	204448950	50.21
HALL, BAHNSON DAVID	2805 BYRON DR		SALISBURY	NC	28144	Vehicle Sold	204160551	68.53
JULIAN, BARBARA HOLSHOUSER	1489 GLENFIELD DR		SALISBURY	NC	28147	Vehicle Sold	135835718	90.31
KARR, CHARLES GERARD	155 BASS RUN		SALISBURY	NC	28146	Vehicle Sold	135263586	6.58
KEATON, ALBERT DENNY	2305 WOODLAWN ST		KANNAPOLIS	NC	28083	Vehicle Sold	203433270	114.71
KELLER, JOEY DEAN	150 WILLOW DR		SALISBURY	NC	28146	Vehicle Sold	135622174	6.38
LACASSE, KENNETH EUGENE	111 COVENANT WOODS DR		SALISBURY	NC	28144	Vehicle Sold	204160464	27.68
LIPE, KIMBERLY SLOOP	350 WAGON WHEEL WAY		SALISBURY	NC	28147	Vehicle Sold	135263578	11.15
LONG, JAMES ROBERT	7530 WOODLEAF RD		WOODLEAF	NC	27054	Tag Surrender	135622340	38.90
MACLAMROC, MAYSEN RYAN	1425 MOHICAN SHRS		RICHFIELD	NC	28137	Vehicle Sold	135263602	60.23
MCGRADY, JERRY LEE	711 MILLER RD		CHINA GROVE	NC	28023	Vehicle Sold	135835366	25.59
MESIMER, PHILLIP MARK	112 W LYERLY GQ ST		SALISBURY	NC	28146	Vehicle Sold	135835936	14.62
MILLER, LYDIA ANN HERRIN	210 DUNNBROOK DR		SALISBURY	NC	28146	Insurance Lapse	135263596	149.74
MILLER, MELISSA SUZANNE	1612 STATESVILLE BLVD		SALISBURY	NC	28144	Vehicle Totalled	203753553	120.53
MORGAN, FARION LAMONT	325 E TAYLOR ST		LANDIS	NC	28088	Vehicle Sold	204448947	372.68
MORGAN, MELISSA CAROLINE	290 RIMER RD		SALISBURY	NC	28146	Vehicle Sold	136299302	56.83
MOSS, ANITA ATWELL	1208 S HIGHLAND AVE		LANDIS	NC	28088	Vehicle Sold	202690788	90.20
NORTON, DAVID STANLEY	175 TEAGUE RD		SALISBURY	NC	28146	Vehicle Sold	135835434	20.58
PARTAIN, VIRGIL LOUIS	TRLE A	2110 WOODLAWN ST	KANNAPOLIS	NC	28083	Vehicle Sold	203161557	16.54
PHILLIPS, JUSTIN DOMINIC	603 PINWOOD AVE		SALISBURY	NC	28146	Vehicle Totalled	136299324	2.94
POSKE, MELISSA THERESA	PO BOX 902		GRANITE QUARRY	NC	28072	Vehicle Sold	136107022	72.00

Tonya Parnell, Tax Collector

REDDEN, THOMAS HENRY	620 CAL KENNEDY RD		CLEVELAND	NC	27013	Vehicle Sold	135835438	13.02
RITCHIE, MANDY LOVE	347 AUTUMN CHAPEL DR		SALISBURY	NC	28147	Vehicle Sold	135622178	7.06
RUSHER, JOHN WALTER	3535 GOODMAN LAKE RD		SALISBURY	NC	28146	Vehicle Sold	135835454	6.94
SALYERS, JAMIE MICHELLE	816 S MAIN GQ ST		SALISBURY	NC	28146	Tag Surrender	135263424	40.70
SAYEWICH, JACK CRAWFORD	364 PALMER CIR		ROCKWELL	NC	28138	Over Assessment	135263686	18.71
SHAW, DARREN PATRICK	112 HARBORCREST LN		MOORESVILLE	NC	28117	Vehicle Sold	136106984	226.78
SHEETS, RONALD GENE	318 WESTVIEW ST		KANNAPOLIS	NC	28081	Vehicle Sold	203753901	8.40
SIENERTH, KATHLEEN ERIN	1804 HAMPSHIRE DR		SALISBURY	NC	28146	Vehicle Sold	203239026	155.39
SMITH, TIMOTHY TRALANE	113 W 1ST ST		LANDIS	NC	28088	Vehicle Sold	203753139	16.58
STARNES, JASON ANDREW	361 STONER MORGAN RD		SALISBURY	NC	28146	Vehicle Totalled	135263580	3.52
TEHOKE, ERIK THOMAS	411 S MAIN GQ ST		SALISBURY	NC	28146	Vehicle Sold	136107030	102.55
TREXLER, HELEN BARRINGER	13760 OLD BEATTY FORD RD		ROCKWELL	NC	28138	Tag Surrender	135774592	27.00
VICKERS, JOHN NORMAN	212 W KETCHIE ST		CHINA GROVE	NC	28023	Reg . Out of state	135263576	42.75
WILHELM, HUGH EUGENE	260 STARLIGHT DR		ROCKWELL	NC	28138	Over Assessment	136176546	27.61
WOOD, JOHN WILLIAM	3625 US HIGHWAY 601		SALISBURY	NC	28147	Situs error	271548760	42.79
WORSTELL, JAMES EDWARD II	230 STEEPLE CHASE TRL		SALISBURY	NC	28144	Vehicle Sold	136299296	26.84
WORSTELL, JAMES EDWARD II	230 STEEPLE CHASE TRL		SALISBURY	NC	28144	Reg . Out of state	135263600	63.58
WORSTELL, JAMES EDWARD II	230 STEEPLE CHASE TRL		SALISBURY	NC	28144	Vehicle Sold	136299290	182.63
							TOTAL:	\$ 4,213.79

Signature: *Tonya Parnell*

Email: tonya.parnell@rowancountync.gov

DECEMBER 2020 TYLER REFUNDS

TAXPAYER NAME	TAXPAYER NAME 2	REFUND ADDRESS 1	REFUND ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	REFUND
ADAMS BRENDA FOSTER		1247 N. BRYAN RD		JACKSONVILLE	NC	28546	522 SARAZEN WAY	326L012	18.71
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 SCOUT RD	500 005	9,421.98
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	500 032	16.00
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	503 007	1,414.12
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	506 002	952.15
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 PANTHER CREEK RD	508 006	3,323.22
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	509 014	17.07
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	509 017	106.77
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	509 018	18.14
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	511 043	56.54
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 RIVER RD	514 001	3,602.58
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	514 032	138.81
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 RIVER RD	515 001	7,281.17
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 RIVER RD	515 004	288.59
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	515 022	13.46
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 FLAT CREEK CHURCH RD	516 010	22.43
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 RIVER RD	531 0050000001	28,467.18
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 RIVER RD	531 0050000002	9,003.97
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 REEVES ISLAND RD	534 003	42.56
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 YADKIN RIVER	534 0060000001	15,487.15
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 STOKES FERRY RD	534 0060000002	1,522.11
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 STOKES FERRY RD	54980010000001	16,748.37
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 STOKES FERRY RD	54980010000002	172.35
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 LAKE FORK RD	604 009	690.30
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 LONG FERRY RD	605 045	713.97
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 LAKE FORK RD	610 009	2,523.89
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 BLUE HERON RD	611 004	253.49
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 WHITE CRANE RD	611 150	110.33
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 BLUE HERON RD	611 151	58.37
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 MAINSAIL RD	612 009	518.68
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 TOPSAIL RD	612 216	7.38
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 PORTSAIL RD	612 218	470.20
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 PROVIDENCE CHURCH RD	615 006	392.24
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 KING RD	638 008	603.81
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 AGNER RD	640 013	55.47
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 CLARK RD	644 027	14.94
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 BRINGLE FERRY RD	644 029	525.75
ALCOA POWER GENERATING INC	ATTN:PROPERTY TAX DIVISION	201 ISABELLA ST		PITTSBURGH	PA	15212	0 FILE RD	647 004	16,058.33
ALLMAN TERESA		3770 SHUPING MILL RD		ROCKWELL	NC	28138	PERSONAL PROPERTY	982814	7.98
ALLMAN TERESA		3770 SHUPING MILL RD		ROCKWELL	NC	28138	PERSONAL PROPERTY	982814	56.19
AMROCK, LLC-NC		662 WOODWARD DR		DETROIT	MI	48226	412 E 21ST ST	161 123	873.39
ANTHONY MARSHALL E JR		635 WYATT GROVE CHURCH RD		GOLD HILL	NC	28071	155 LARIN WAY	631 055	134.42
ATLANTIS TITLE CO		TRUST ACCOUNT		CHARLOTTE	NC	28205	0 SHERRILLS FORD RD	455 139	745.86
ATLANTIS TITLE CO, INC.		5309 MONROE RD.		CHARLOTTE	NC	28205	2203 WELCH RD	326A02902	1,431.40
ATLANTIS TITLE CO, INC.		5309-B MONROE RD.		CHARLOTTE	NC	28205	PERRELL RD	818 078	326.24
ATWELL CYNTHIA		420 FORESTDALE DR		SPENCER	NC	28159	PERSONAL PROPERTY	984013	288.85
BEAVER ALICE FAYE KING		15826 CLAYTON RD #2221		ELLISVILLE	MO	63011	1004 W B ST	148 152	12.32
BEST OF CARE ASSISTED LIVING LLC		234 NORTHDAL AVE		KANNAPOLIS	NC	28081	204 NORTHDAL AVE	245A07804	16.74
BODINE NORVELL DEAN &WF	BODINE NANCY R	8435 DOGWOOD DR		ROCKWELL	NC	28138	418 FAITH RD	070 011	1,942.48
BODINE NORVELL DEAN &WF	BODINE NANCY R	8435 DOGWOOD DR		ROCKWELL	NC	28138	PERSONAL PROPERTY	988245	75.31
BOONE MARK ECKERO & WF	BOONE DONNA L	8825 CLOVERFIELD DR		KANNAPOLIS	NC	28081	8825 CLOVERFIELD DR	248 204	2.31
BORING ALAN LESTER SR		19196 OLD BEATTY FORD RD		GOLD HILL	NC	28071	19196 OLD BEATTY FORD RD	544 020	14.92
BOST JAMES F		406 4TH ST		SPENCER	NC	28159	406 4TH ST	033 311	7.82
BOSTIAN CHRIS AARON		430 BOSTIAN OAKS LN		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	988912	25.29
BOYD TIMOTHY G		1259 E COLONIAL DR		SALISBURY	NC	28144	1259 E COLONIAL DR	332 05603	2,677.65
BRANCH KIM K		448 MIRROR LAKE RD		SALISBURY	NC	28146	448 MIRROR LAKE RD	064B059	1,564.74

Tonya Parnell Tax Collector

BROCKMANN WILLIAM		102 RUGBY RD		SALISBURY	NC	28144	102 RUGBY RD	3.25E+12	4,447.19
BROWN BOBBY RAY & WF	BROWN PATRICIA	4835 MILLER RD		SALISBURY	NC	28147	185 GEIGER LN	474 045	119.00
BURGESS JON M & WF	BURGESS RHONDA R	2425 EAGLE ST		KANNAPOLIS	NC	28081	0 EAGLE ST	245C200	30.00
BURN TRADD M		12845 STOKES FERRY RD		GOLD HILL	NC	28071	PERSONAL PROPERTY	991901	6.55
BUTLER PHILLIP & WF	BUTLER LYNN ANN	PO BOX 836		SALISBURY	NC	28145	520 HONEYCUTT RD	322 005	12.69
CECIL & CECIL PA		PO BOX 5666		HIGH POINT	NC	27262	615 WILDWOOD DR	058H564	4,184.87
CHANCE BETTY GOODSON &HUS	CHANCE EDGAR	311 HOWARD ST		ROCKWELL	NC	28138	311 HOWARD ST	361 094	1.58
CLAY BLAINE A & WF	CLAY SHIRLEY A	1880 FAITH RD		SALISBURY	NC	28146	1880 FAITH RD	064 020	917.98
CLINE FAYE R	CLINE FAYE R	3205 WINGED FOOT DR		SALISBURY	NC	28144	3205 WINGED FOOT DR	326J034	3.88
CLONTZ DOROTHY		220 GOLD BRANCH RD		SALISBURY	NC	28146	220 GOLD BRANCH RD	417 034	1.00
COBB WAYNE S &	COBB ANN LOMAX & ADAM S	1517 STATESVILLE BLVD		SALISBURY	NC	28144	1517 STATESVILLE BLVD	332 024	2,063.54
COLE JOHN H & WF	COLE NORMA J	737 PINEHURST ST		SALISBURY	NC	28144	737 PINEHURST ST	061A147	7.93
COTTRAUX STEPHEN P & WF	COTTRAUX SUSAN	6065 SOUTHERN LN		SALISBURY	NC	28147	6065 SOUTHERN LN	482B130	2.00
CRANFORD JAMES EVERETT		1338 ROCK CUT RD		SALISBURY	NC	28147	PERSONAL PROPERTY	997969	13.74
CUMMINGS QUINCY ALLEN		4270 MILLER RD		SALISBURY	NC	28147	PERSONAL PROPERTY	173496	79.98
DABBS CAROLYN G &	DABBS GRAY	375 SHEPPARD PLANT RD		CHINA GROVE	NC	28023	375 SHEPPARD PLANT RD	121B146	2.29
DAVIS BANKS GARRISON		6935 HIGHWAY 152 W		MOORESVILLE	NC	28115	0 CORRIHER GRANGE RD	228 013	160.01
DEAL D ALAN	DEAL MELANIE K	404 DAYBROOK DR		LANDIS	NC	28088	404 DAYBROOK DR	109 183	7.62
DEPENDABLE DEVELOPMENT INC		2649 BREXONRIDGE CENTRE DR		MONROE	NC	28110	0 W A ST	154 076	4,111.90
DIXON KATHRYN DIANNE &	JORDAN JUDY SCERCY	122 BREWER LN		CHINA GROVE	NC	28023	1250 CHOW DR	146 139000001	4.12
DUFOUR JOEL E & WF	DUFOUR PHYLLIS M	529 WILEY AVE		SALISBURY	NC	28144	529 WILEY AVE	013 341	4.79
ELLER WILLIAM DAVID		650 KINGSTREE RD		SALISBURY	NC	28146	650 KINGSTREE RD	618 081	6,319.39
ELLISON ROBIN M KLUTTZ		305 S LINK AVE		SALISBURY	NC	28144	305 S LINK AVE	021 122	66.79
ELSTON COLLEEN		206 PINE CT		CHINA GROVE	NC	28023	206 PINE CT	235 165	1,123.37
ERVIN DAVID LEE	ERVIN KAREN S	2480 SAW RD		CHINA GROVE	NC	28023	1410 N ENOCHVILLE AVE	244 249	596.12
EVANS CARLA REGINA		179 KIMMON RD		HARMONY	NC	28634	404 MILLER AVE	025 1070000001	186.01
EVANS JOYCE		717 CORDOVA CT		SALISBURY	NC	28146	717 CORDOVA CT	403G219	200.00
FAYBREZE INVESTMENTS LLC		256 SPRING RUN DR		MOORESVILLE	NC	28117	3235 DEAL RD	241 013	34.36
FESPERMAN RANDALL LEE & WF	FESPERMAN FAYE	1030 UPPER PALMER RD		SALISBURY	NC	28146	1030 UPPER PALMER RD	634 060	3.10
FHD 4 LLC		1115 CENTRAL PARK CIR		DAVIDSON	NC	28036	0 HOGANS VALLEY WAY	326N009	358.05
FIVE FORKS FARMS LLC	BEAVER JONATHON EDWARD	560 BROWN RD		CHINA GROVE	NC	28023	0 OVERCASH MEADOW LN	120 05604	482.06
FOSTER GEORGANNA		4812 SIX FORKS RD APT 914		RALEIGH	NC	27609	0 PARADISE DR	500B315	2.36
GARDNER JASON		4345 MT HOPE CHURCH RD		SALISBURY	NC	28146	0 MT HOPE CHURCH RD	419 042	442.86
GIBBONS PETER A		503 PERFORMANCE RD		MOORESVILLE	NC	28115	311 PERFORMANCE RD	239 061	1.85
GIBSON MARGARET RUSSELL		2815 MILLBRIDGE RD		CHINA GROVE	NC	28023	2815 MILLBRIDGE RD	206 106	5.57
GIUFFRIDA JOSETTE		16650 MOORESVILLE RD		MOORESVILLE	NC	28115	PERSONAL PROPERTY	108528	13.00
GOULDMAN BETTY B		5655 WRIGHT RD		KANNAPOLIS	NC	28081	5655 WRIGHT RD	249B275	12.27
GRAHAM CHARLES L SR & WF	GRAHAM BONNY	1112 N CHURCH ST		SALISBURY	NC	28144	1112 N CHURCH ST	003 235	3.05
GRIFFIN BRUNSON & WOOD		301 S MCDOWELL ST		CHARLOTTE	NC	28204	250 GRAY HAWK DR	372F051	9.00
GRYDER JAMES B	GRYDER DAWN H	502 DIAL ST		LANDIS	NC	28088	502 DIAL ST	133A04001	4.00
HAGLUND JEAN &HUS	HAGLUND ALF	15455 STOKES FERRY RD		GOLD HILL	NC	28071	305 HEDRICK LAMBE DR	612D237	9.71
HAMM EULANE		7821 HOWARD AVE		KANNAPOLIS	NC	28081	7821 HOWARD AVE	249B228	1.00
HARWICK CAMERON JOHN		311 WILEY AVE		SALISBURY	NC	28144	311 WILEY AVE	014 138	999.36
HATCHER MARK ANTHONY &	HATCHER MARTHA DAWN	602 CANAL DR		CAROLINA BEACH	NC	28428	415 E 23RD ST	161 022	38.93
HEDRICK JIMMY		154 BRIARFIELD DR		MOORESVILLE	NC	28115	154 BRIARFIELD DR	243A154	1.62
HIPP PEGGY LIVENGOD	HIPP KENNETH	165 NORRIS DR		SALISBURY	NC	28147	PERSONAL PROPERTY	173045	1.90
HOOSE EMILY WEST		223 NESBIT DR		SALISBURY	NC	28147	223 NESBIT DR	461A084	555.11
HOUSTON DOUGLAS MONTEQUE		2640 10TH ST NE		WASHINGTON	DC	20018	1131 CRESTVIEW AVE	012 046	33.77
HUBBARD BILL E		2016 BUNKER CT		KANNAPOLIS	NC	28081	2016 BUNKER CT	141 097	6.90
HUFFMAN TONY LANE	GROVE MOTORS	1580 N MAIN ST		CHINA GROVE	NC	28023	713 BARCLAY CT	118D196	3,508.42
HUFFMAN TONY LANE	GROVE MOTORS	1580 N MAIN ST		CHINA GROVE	NC	28023	0 BARCLAY CT	118D197	279.92
INNOVATION INVESTMENT GROUP LLC		602 SLOOP ST		KANNAPOLIS	NC	28081	0 WOODLAWN ST	158 411	305.14
J&G DEVELOPERS INC		2480 SAW RD		CHINA GROVE	NC	28023	0 NC 159 HWY	130 262	102.53
JJ MILLER ATTY		319 S SHARON AMITY RD STE 350		CHARLOTTE	NC	28211	1620 LONDON RD	165070	569.69
JOHNSON TIMOTHY		1037 EMERALD AVE		SALISBURY	NC	28144	1037 EMERALD AVE	175043	1.03
JONES ROBERT LARRY & WF	JONES JUDIE C	11651 OLD CONCORD RD		ROCKWELL	NC	28138	11651 OLD CONCORD RD	146 102	28.47
JONES ROBERT LARRY & WF	JONES JUDIE C	11651 OLD CONCORD RD		ROCKWELL	NC	28138	607 N MAIN ST	149 343	4.07
JOSEY MATTHEW WAYNE & WF	JOSEY CAROLINE T	236 ARCADIA RD		CHINA GROVE	NC	28023	236 ARCADIA RD	430 140	966.01
KANIPE LINDA H	KANIPE JERRY E	205 FAIRVIEW ST		SALISBURY	NC	28146	205 FAIRVIEW ST	071 051	2.93

KANNAPOLIS PROPERTIES LLC		1905 N CANNON BLVD		KANNAPOLIS	NC	28083	141 WARRIOR CT	120C005	3,450.25
KARRIKER VICKIE		1064 CHALET RD		CLEVELAND	NC	27013	1064 CHALET RD	259 002	1.27
KELLER JERRY W		PO BOX 441		MT MOURNE	NC	28123	4825 W NC 152 HWY	234 066	12.00
KETU CORP	SUBWAY	6235 HERMSLEY RD		CHARLOTTE	NC	28278	613 N HWY 29	167175	548.43
KEVIN C LINK PC	NC IOLTA	1 BUFFALO AVE NW SUITE 3305		CONCORD	NC	28025	PERSONAL PROPERTY	172761	28.33
KEVIN C LINK-ATTY	SSC	1 BUFFALO AVE NW SUITE 3305		CONCORD	NC	28025	619 N WALNUT ST	174355	3.50
KINCAID COURTNEY		808 S ZION ST		LANDIS	NC	28088	808 S ZION ST	132 029	2,103.67
KLOUSE HAWLEY CLIFTON		335 ERVIN LOOP		CHINA GROVE	NC	28023	335 ERVIN LOOP	128A072	2.19
KLUTTZ CHARLES	KLUTTZ KELLY	516 MINING AVE		SALISBURY	NC	28147	516 MINING AVE	461A004	80.03
KREPS ALAN W		1460 LONG FERRY RD		SALISBURY	NC	28146	1430 LONG FERRY RD	051 085	60.00
KRUSEMARK FRED DONALD JR & WF	KRUSEMARK CYNTHIA SETTLE	1117 HILLCREST RIDGE DR		SAUSBURY	NC	28146	1117 HILLCREST RIDGE DR	066D059	11.62
LAUDERDALE ANGEL ANDERSON	LAUDERDALE SHANE ALLAN	1180 FOXGATE LN		MOORESVILLE	NC	28115	PERSONAL PROPERTY	124201	190.04
LEDBETTER JOYCE MCDONALD	LEDBETTER GARY	115 CRYSTAL CREEK DR		CHINA GROVE	NC	28023	115 CRYSTAL CREEK DR	112 080	383.49
LEDBETTER JOYCE MCDONALD	LEDBETTER GARY	115 CRYSTAL CREEK DR		CHINA GROVE	NC	28023	0 CRYSTAL CREEK DR	112 081	151.00
LEE MARY BELINDA		215 1ST CORRIHER RD		CHINA GROVE	NC	28023	131 ERICA ST	134 035	3.80
LEONARD SONYA RITA T		380 MAHAFFEY DR		SALISBURY	NC	28146	380 MAHAFFEY DR	630A103	2.13
LITTLE ARCHIE W	LITTLE NATALIE C	10235 STOKES FERRY RD		GOLD HILL	NC	28071	10235 STOKES FERRY RD	512 039	1,424.61
LITTLE RACHEL T		250 ROCK LN		CHINA GROVE	NC	28023	0 E NC 152 HWY	117 082	1.65
LIVENGODD DENISE K &	LIVENGODD ERVIN	8425 FISHER RD		ROCKWELL	NC	28138	8425 FISHER RD	360 107	6.46
LOR NENG		1110 SUZANNES RD		SALISBURY	NC	28147	1110 SUZANNES RD	400 012	889.44
LOWERY MICHAEL HOWARD & WF	LOWERY MIRIAM KARRIKER	325 CONCORDIA CHURCH RD		CHINA GROVE	NC	28023	325 CONCORDIA CHURCH RD	226 048	1,838.37
MACE MICHAEL DAVID		615 TROUTMAN RD		ROCKWELL	NC	28138	PERSONAL PROPERTY	127542	2.83
MATLOCK CAROLYN		1812 LINDA AVE		KANNAPOLIS	NC	28083	1812 LINDA AVE	161 148	6.35
MAYHEW KATIE SMITH	MAYHEW GARY ALLEN	415 ROWAN MILLS RD		SALISBURY	NC	28147	415 ROWAN MILL RD	461A048	10.00
MCDANIEL ARNOLD WAYNE		5925 SHERRILLS FORD RD		SALISBURY	NC	28147	5925 SHERRILLS FORD RD	455 036	3.08
MCKINNEY ALAN GRAY &	FERGUSON MELANIE MCKINNEY	4845 MILLER RD		SAUSBURY	NC	28144	0 MILLER RD	466 054	1.65
MCNEELY DONALD		413 W CATAWBA AVE		MOORESVILLE	NC	28115	1027 PARTEE DR	130A016	17.21
MELTON WILMER JR		918 S CHAPEL ST		KANNAPOLIS	NC	28083	PERSONAL PROPERTY	130576	6.47
MONROE LISA L		1019 N SAUSBURY AV		SPENCER	NC	28159	545 SHORE ACRES RD	640A018	14.44
MOON DIANNE		420 ACORN OAKS DR		SALISBURY	NC	28146	420 ACORN OAKS DR	417C213	2.06
MORTGAGE CONNECT LP		260 AIRSIDE DRIVE		MOON TOWNSHIP	PA	15108	165 PARKLAND DR	615 020	727.10
MOTT NANCY		230 PRIMROSE DR		SALISBURY	NC	28147	0 BROOK CIR	334C103	106.59
MOTT NANCY		230 PRIMROSE DR		SALISBURY	NC	28147	0 BROOK CIR	334C272	133.24
MRB ENTERPRISES INC		410 WATER OAK LN		CHINA GROVE	NC	28023	410 WATER OAK LN	226 077	1,126.42
MULLIS ROY PARKS		PO BOX 5		MOORESVILLE	NC	28115	1620 CHILDERS RD	561 006	200.00
MYERS GERALDINE C		1185 MOUNTAIN RD		CLEVELAND	NC	27013	1185 MOUNTAIN RD	268 010	1,252.89
NANCE & OVERBEY PLLC	REAL ESTATE IOLTA TRUST	214 E INNES ST		SALISBURY	NC	28144	127 S BEAVER ST	108 141	1,014.57
NANCE REVONDA E		411 EASTWOOD DR #1401		SALISBURY	NC	28146	1102 N JACKSON ST	003 181	2.99
NANCE REVONDA E		411 EASTWOOD DR #1401		SALISBURY	NC	28146	411 EASTWOOD DR	058B302	4.47
NATIONS TITLE AGENCY INC		9801 LEGLER RD		LENEKA	KS	66219	470 YORK RD	453 119	1,131.81
NEWSOME DAVID MARK & WF	NEWSOME MONICA DEE	2119 GLENWOOD ST		KANNAPOLIS	NC	28083	2119 GLENWOOD ST	158 116	2.00
NORMAN LARRY ANTHONY	NORMAN MARY JO	1109 CLOUD PEAK CT		KERNERSVILLE	NC	27284	1223 PARK AVE	057A090	201.72
OVERCASH CANDY FINK		270 OLD BEATTY FORD RD		CHINA GROVE	NC	28023	270 OLD BEATTY FORD RD	133 236	794.46
OWENS JOANNA		1619 TUDOR DR		ASHEBORO	NC	27205	165 N GIFFORD LN	5.30E+71	1.21
OWENS SUSAN DIANE		2690 LONDON RD		MOORESVILLE	NC	28115	2690 LONDON RD	215 099	1.34
P & L BUTLER GROUP LLC		PO BOX 836		SALISBURY	NC	28145	2001 S MAIN ST	061 050	76.22
P & L BUTLER GROUP LLC		PO BOX 836		SALISBURY	NC	28145	2144 STATESVILLE BLVD	331C184	10.23
PEDULLA TRUCKING EXCAVATING & PEELER'S BODY SHOP	PAVING INC	1275 SHINN FARM RD		MOORESVILLE	NC	28115	1275 SHINN FARM RD	168440	101.41
PHILLIPS BERD F JR & WF	PHILLIPS JOAN B	380 VARNADORE RD		SALISBURY	NC	28146	380 VARNADORE RD	634 080	8.47
POWELL JONNETTE J HEIRS		855 NEY ST		KANNAPOLIS	NC	28083	855 NEY ST	133A063	2.27
PRATT DEAN MICHAEL		500 S ROWAN AVE		SPENCER	NC	28159	500 S ROWAN AVE	032 024	6.95
PRICE JERRY & WF	PRICE THERESA LEE	437 BEE LAKE DR		SALISBURY	NC	28146	437 BEE LAKE DR	640 080	193.63
PROBST JOE FRANKLIN		14615 OLD BEATTY FORD RD		GOLD HILL	NC	28071	14615 OLD BEATTY FORD RD	385 036	2.65
PUGH LARRY SCOTT & WF	PUGH SHIRLEY ALLEN	155 OAK DR		SALISBURY	NC	28144	155 OAK DR	321 193	13.76
QUICKEN LOANS	REYNOLDS TERA B	215 BARN VIEW LN		WOODLEAF	NC	27054	215 BARN VIEW LN	800 063	1.51
REDDICK WILLIE MARSHALL		1050 WOODWARD AVE		DETROIT	MI	48226	950 D EARNHARDT RD	380 032	2.00
REECE CONNIE		1409 W BANK ST		SALISBURY	NC	28144	1409 W BANK ST	005 123	100.00
REYNOLDS SHEILA		13753 FIVE POINT RD		LOCUST	NC	28097	2105 SWAN ST	249C013	1.11
		1045 HIGH MEADOW DR		SALISBURY	NC	28144	330 PICKLER RD	307 253	38.16

RIDENHOUR H RICHARD & WF	RIDENHOUR KATHY H	PO BOX 674	ROCKWELL	NC	28138	O LASH DR	331 217	696.39
RILEY BARBARA A		8550 CLOVERFIELD DR	KANNAPOLIS	NC	28081	O ARNETTE DR	248 234	1.93
RITCHIE ROBERT DAVID & WF	RITCHIE REBECCA W	2240 RITCHIE RD	CHINA GROVE	NC	28023	O W RITCHIE RD	236 001	1.81
ROBERTS HOLLY		10680 UNITY CHURCH RD	MOORESVILLE	NC	28115	O UNITY CHURCH RD	238 070	73.79
ROBINETTE LINDA LONG		345 FRY ST	CHINA GROVE	NC	28023	345 FRY ST	244B093	2.11
ROSE HILL MISSIONARY BAPT CH		PO BOX 94	KANNAPOLIS	NC	28082	O LINDA AVE	162 137	12.31
ROZ LLC		235 SPINNAKER CT	DAVIDSON	NC	28036	203 DEPOT ST	364 088A	199.31
RYAN TAX COMPLIANCE SVCS		16220 N SCOTTSDALE RD STE 450	SCOTTSDALE	AZ	85254	830 JAKE ALEXANDER BLVD W	169271	41.36
SAFRIT JOSH	SAFRIT GAIL	2240 FLAT ROCK RD	CHINA GROVE	NC	28023	416 N SALISBURY AVE	035 192	62.58
SALISBURY CHIROPRACTIC PC		2907 S MAIN ST	SALISBURY	NC	28147	2909 S MAIN ST	461A071	7.99
SALISBURY DIAMOND LP		4311 SCHOOL HOUSE COMMONS STE 213	HARRISBURG	NC	28075	720 W KERR ST	006 147	1,304.28
SANDRA L KONX PC	IOLTA TRUST ACCT	19410 JETTON RD STE 130	CORNELIUS	NC	28031	965 ASHBY ST	149 00102	50.00
SAUNDERS & GOFORTH		130 W KERR ST	SALISBURY	NC	28144	128 TIGER OAK LN	635 141	37.00
SAUNDERS & GOFORTH		130 W KERR ST	SALISBURY	NC	28144	611 E 12TH ST	150 041	35.97
SERVICE LINK LLC ESCROW TRUST		13555 CHERRINGTON PKWY	MOON TOWNSHIP	PA	15108	384 CRESS SCHOOL RD	479D033	283.70
SHAVER TONY D	SHAVER NASH L	115 SUNSET DR	ROCKWELL	NC	28138	O SIDES RD	356B07103	2.66
SHELBY PETHEL & HUDSON	JOHN T HUDSON-FIDUCIARY ACCT	122 N LEE ST	SALISBURY	NC	28144	2920 AMITY HILL RD	278 008	129.45
SHELBY PETHEL & HUDSON		122 N LEE STREET	SALISBURY	NC	28144	PERSONAL PROPERTY	171440	92.26
SHELBY PETHEL & HUDSON PA		122 N LEE STREET	SALISBURY	NC	28144	225 DANIELS RD	320A016	1.67
SHELBY PETHEL & HUDSON PA	JOHN T HUDSON-FIDUCIARY ACCT	122 N LEE ST	SALISBURY	NC	28144	2940 AMITY HILL RD	278 014	100.00
SHEPARD LAW		8520 CLIFF CAMERON DR STE 450	CHARLOTTE	NC	28269	1411 ARBOR DR	326 035	2,005.35
SHULENBURGER SURVEYING	INC	614 N MAIN ST SUITE A	SALISBURY	NC	28144	170 STONEY KNOB LN	316 003	744.05
SHUPING JANE CAROL		118 HIDDEN CREEK DR	SALISBURY	NC	28147	118 HIDDEN CREEK DR	326D027	100.50
SINK MELANIE		425 MITCHELL AVE	SALISBURY	NC	28144	425 MITCHELL AVE	014 038	7.33
SMITH WILLIAM BRUCE	SMITH RHONDA G	320 HEGLAR RD	MOORESVILLE	NC	28115	300 HEGLAR RD	227 005	39.22
SNEED STEPHEN R & WF	SNEED LEAH M	725 DEAL RD	MOORESVILLE	NC	28115	1025 CARDINAL RIDGE LN	237B079	212.42
SPENCER ADRIAN		1315 OAK BREEZE DR	MOORESVILLE	NC	28115	1315 OAK BREEZE DR	214 029	54.14
STAMPER MACK		140 HEGLAR RD	MOORESVILLE	NC	28115	140 HEGLAR RD	227 034	1.02
STATE EMPLOYEES CREDIT UNION	WIETOR LAUREN E	PO BOX 25279	RALEIGH	NC	27611	1703 DEWBERRY PL	063A030	2,000.00
STEEN WALTER MICHAEL & WF	STEEN LYNN JONES	1009 S MYRTLE AVE	CHINA GROVE	NC	28023	O W THOM ST	104 018	10.00
STELTZNER LAW PC	PRICE CINDY G	454 SOUTH ANDERSON RD STE 302 BTC BOX 519	ROCK HILL	SC	29730	1025 MAJOLICA RD	451 022	132.09
STOCKING FREDERICK JAMES		145 CRANE POINT RD	SALISBURY	NC	28146	145 CRANE POINT RD	611 132	1.21
SULLIVAN MALLORY		502 BERRYBETH CIR	CHINA GROVE	NC	28023	502 BERRYBETH CIR	118D040	2,134.34
SWICEGOOD PAPER INCORPORATED		PO BOX 1787	SALISBURY	NC	28145	1305 E INNES ST	059 063	8.09
TALBERT DIXIE SHUPING		526 SALISBURY ST	ROCKWELL	NC	28138	526 SALISBURY ST	357 125	2.12
TANSEY JOHN R & WF	TANSEY MARLUNDA W	3640 POTNECK RD	WOODLEAF	NC	27054	3640 POTNECK RD	809 061	1.64
TARHEEL PROPERTY GROUP LLC		115 MCBRIDE DR	ROCKWELL	NC	28138	203 E TAYLOR ST	107 221	1,592.88
TEMPORARY GUARDIANSHIP OF PATTI S WEAVER	BY JAMES L CARTER JR. GUARDIAN	129 N MAIN STREET	SALISBURY	NC	28144	2670 JAMES ST	6502028	1.65
TEMPORARY GUARDIANSHIP OF PATTI S WEAVER	BY JAMES L CARTER JR GUARDIAN	129 N MAIN STREET	SALISBURY	NC	28144	O JAMES ST	6502032	2.03
TERRY BEVERLY	TERRY BEVERLY BOLICK	188 GOODNIGHT FARM RD	SALISBURY	NC	28147	188 GOODNIGHT FARM RD	767 089	15.99
TOOL RENTAL DEPOT LLC	ATTN PROPERTY TAX	PO BOX 835	SALISBURY	NC	28145	2001 S MAIN ST	170162	8.83
VAUGHAN WESLEY H		1097 GOLDEN EAGLE DR	CHINA GROVE	NC	28023	1097 GOLDEN EAGLE DR	222A002	1,221.11
VELAZQUEZ FIDEL LANUZA		164 WRIGHT MEADOW LN	KANNAPOLIS	NC	28081	PERSONAL PROPERTY	157398	48.67
VELAZQUEZ FIDEL LANUZA		164 WRIGHT MEADOW LN	KANNAPOLIS	NC	28081	PERSONAL PROPERTY	157398	664.17
WADDELL WILLIAM LEE	WADDELL JANICE ECKARD	710 COLEY RD	SALISBURY	NC	28146	710 COLEY RD	353 161	5.00
WAGNER JOSHUA SCOTT	WAGNER CHANNING SKYE	223 WAGNER COUNTRY DR	SALISBURY	NC	28146	223 WAGNER COUNTRY DR	418 128	1,169.68
WALKER GLENN H	WALKER BETTY L	106 N BEAVER ST	LANDIS	NC	28088	106 N BEAVER ST	109 09901	6.35
WARD THERESA ELAINE		7840 ROB WARD RD	ROCKWELL	NC	28138	O ROB WARD RD	359 132	62.42
WEAVER JEANIE WOOTEN		5850 CHENAULT RD	CLEVELAND	NC	27013	5850 CHENAULT RD	714 032	27.28
WHITE LEWIS MELVIN		1102 N RIDGE AVE	KANNAPOLIS	NC	28083	1102 N RIDGE AVE	150 207	2.87
WHITLEY CHARLES GLENN JR		155 BUCCANEER CIR	SALISBURY	NC	28146	155 BUCCANEER CIR	601 108	1.37
WILHELM GLORIA ANN		5750 MT HOPE CHURCH RD	SALISBURY	NC	28146	5720 MT HOPE CHURCH RD	412 06501	5.84
WILHITE RANDY W & WF	WILHITE MICHIO A	570 PHANIEL CHURCH RD	ROCKWELL	NC	28138	570 PHANIEL CHURCH RD	428 061	3.97
WILLIAMS DIANE		2255 CRESCENT RD	SALISBURY	NC	28146	2255 CRESCENT RD	420B173	2.43
WOODSON SAYERS LAWTHOR SHORT		PO BOX 829	SALISBURY	NC	28144	808 4TH ST	033 061	2.29
WOODSON SAYERS LAWTHOR SHORT		PO BOX 529	SALISBURY	NC	28144	3775 STOKES FERRY RD	067 036	548.56
WYRICK HOYT WILLIAM JR	WYRICK PATRICIA L	11500 OLD CONCORD RD	ROCKWELL	NC	28138	O GLENWOOD ST	145A048	1.54
WYRICK HOYT WILLIAM JR	WYRICK PATRICIA L	11500 OLD CONCORD RD	ROCKWELL	NC	28138	875 CATFISH RD	506 014	1.80
WYRICK HOYT WILLIAM JR & WF	WYRICK PATRICIA L	11500 OLD CONCORD RD	ROCKWELL	NC	28138	11500 OLD CONCORD RD	146 107	6.35

YONG & E ENTERPRISE INC	CLEANERS EXPRESS	108 N ARLINGTON ST		SALISBURY	NC	28144	108 N ARLINGTON ST	177932	1.95
YONG & K ENTRPRISE LLC		108 N ARLINGTON ST		SALISBURY	NC	28144	108 N ARLINGTON ST	016 128	5.19
ZOTSMAN DENNIS R & WF	ZOTSMAN KAREN S	125 LYNETTE DR		MOUNT ULLA	NC	28125	125 LYNETTE DR	5638007	4.75
								TOTAL:	199,319.28

Signature: *Tonya Parnell*

Email: tonya.parnell@rowancountync.gov

DECEMBER 2020 AS400 REFUNDS

TAXPAYER NAME	TAXPAYER NAME 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	TRANS #	REFUND
HILL KAREN KELLY	NA	345 S OAKHURST DR	NA	SALISBURY	NC	28147-8411	1999 CHEV TK	928165	52.14
								TOTAL:	\$ 52.14

Tonya Parnell, Tax Collector

Signature: *Tonya Parnell*

Email: tonya.parnell@rowancountync.gov

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: 1/22/2021
SUBJECT: Graham's Piping Contract - HVAC Renovation

Please see attached.

Please approve the attached contract between Graham's Piping, Inc. and Rowan County for HVAC Renovation at EMS Station #87.

ATTACHMENTS:

Description	Upload Date	Type
Graham's Piping Contract - HVAC Renovation	1/22/2021	Backup Material

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this _____ day of _____, 2021 (“Effective Date”) between Rowan County, North Carolina (“County”) and Graham’s Piping, Inc. (“Provider”).

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

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

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

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

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

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

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

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The 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.

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. 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.

14. 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.

15. 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.

16. 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 F of the attached Exhibit A, the Contract Specifications.

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

18. 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.

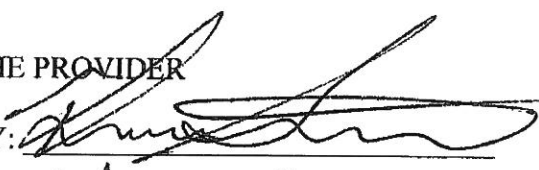
THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY:  _____

Name: Thomas Simarerson

Title: Project Manager

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider. (The Services may also be described on one or more attached sheets, but each must be signed by the Provider and the County.)

Services to be provided are those included in the attached bid submitted by Graham's Piping, Inc. in response to the Request for Bids for Rowan County EMS Station 87 – HVAC Renovation Project, that was due on September 16, 2020.

- B. Term of the Agreement. (Check the one provision that applies.)

_____ This Agreement shall end on _____, 20____.

☒ This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

_____ This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

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

The County shall pay the Provider \$ _____ every _____.

☒ The County shall pay the Provider a total of \$139,150 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

- General commercial liability in the amount of \$1,000,000 per occurrence / \$2,000,000 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.

F. Contact Information.

THE COUNTY

Don Bringle,
Facilities Management Director
130 West Innes Street
Salisbury, NC 28144
Don.bringle@rowancountync.gov
Telephone: 704-216-8108

THE PROVIDER

Graham's Piping Inc
220 Barringer Rd
Salisbury NC 28147
tsimerson@grahampiping.com
704-636-3251
Thomas Simmerson

These Contract Specifications are hereby acknowledged and agreed to by:

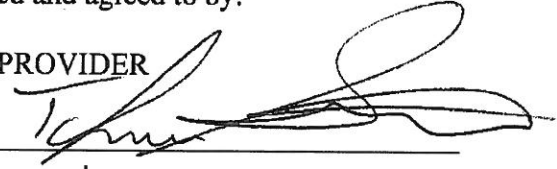
THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY:  _____

Name: Thomas Simmerson

Title: Project Manager

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: RTS and Finance Departments
DATE: 1/22/2021
SUBJECT: RouteMatch Software Purchase

Please see attached request for software upgrade/expansion.

Please consider and approve the purchase of RouteMatch Software for an upgrade/expansion to the current RouteMatch Software for the Rowan Transit System.

ATTACHMENTS:

Description	Upload Date	Type
RouteMatch Software Purchase	1/22/2021	Cover Memo



NORTH CAROLINA

Be an original.

ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144

704.216.8170

www.rowancountync.gov

James M. Howden, CPA | Finance Director

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 RouteMatch Software for Rowan Transit System

DATE: January 22, 2021

G.S. 143-129(e)(6) allows for the purchase of apparatus, supplies, materials or equipment without utilizing the formal bidding process when performance or price competition is not available, when the needed product is available from only one source or supply, or when standardization or compatibility is the overriding consideration. RouteMatch is the current software being utilized by Rowan Transit System and the Department is requesting to expand the current system features.

The cost of the software expansion, which will include real-time vehicle tracking for Rowan Transit Vehicles, is \$123,865. A portion of the cost, \$48,856, has been approved for CARES Act reimbursement by the North Carolina Department of Health and Human Services. Attached are the notification of from NCDHHS approving the CARES Act reimbursement and the budget worksheet detailing the software and hardware being purchased.

Staff's Recommendation: It is the recommendation of the Rowan Transit System Director, the Assistant County Manager/Chief Information Officer and the Finance Department that an upgrade to the RouteMatch Software System be approved at a cost not to exceed \$123,865. The purchase qualifies for CARES Act reimbursement of \$48,856. The entire cost of the software upgrade is within the approved 2021 budget.



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

JOYCE MASSEY-SMITH, MPA •
Director, Division of Aging and Adult Services

To: Linda Miller, AAA Director

From: Hank Bowers, Assistant Director *Hank Bowers*
NC Division of Aging and Adult Services

Date: December 14, 2020

Re: CARES-Act Acquisition Request
Rowan County Transit System – RouteMatch AVI System

This letter serves as official notification that your request to use funds available for Senior Center Operations through the Coronavirus Aid, Relief, and Economic Security (CARES) Act has been approved.

The Division commends your ongoing efforts to support older adults and their caregivers.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF AGING AND ADULT SERVICES

LOCATION: 693 Palmer Drive, Taylor Hall, Raleigh, NC 27603
MAILING ADDRESS: 2101 Mail Service Center, Raleigh, NC 27699-2101
www.ncdhhs.gov • TEL: 919-855-3400 • FAX: 919-733-0443

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

CARES-Act Capital Acquisition Request Form
Prior Approval for Purchase of Equipment/ Capital Improvement
\$5,000 or More

Use this template to request approval from the Division of Aging and Adult Services for the purchase of a piece of equipment/work projects in excess of \$5,000 or more including costs associated with freight and set-up. Funds must be expended on allowable Older Americans Act activities as defined within the Act, as well as in accordance with state and local policies. Equipment must support COVID-19 pandemic response and/or prepare for future emergency response.

Date of Request: November 10, 2020

Area Agency on Aging Name: Centralina Area Agency on Aging
For Provider: Rowan Transit System
County: Rowan

This Section completed by vendor.

Equipment/Work Project	Quantity	Unit Cost	ARMS Services Code (s)	Estimated Cost Including Freight
Item Description				
RouteMatch AVI System in				\$119,665.00
Installation Cost				
				\$4,200.00
Delivery/Freight Cost				
Taxes if known				
Total				\$123,865.00

***ATTEST:** My signature below is acknowledgement that I understand and comply with federal guidance 45CFR75.320(c)(1) equipment and 45CFR75.407 prior approval. I further certify that I understand and comply with federal guidance 2CFR200.112 conflict of interest, and 2CFR200.436 depreciation. Depreciation of capital improvement will not be included in the indirect cost rate used to determine service rate.

Authorized Provider/Vendor:

***Signature**
Date

11/23/2020

Recommended by Area Agency
Director/Designee:

Approved ☒
 Denied ☐

***Signature**
Date

Linda H. Miller
 Dec 1, 2020

DAAS Agency Use	Signature/Date
Approval of DAAS Subject Matter	
Expert:	
Approval of DAAS Section Chief:	
Approval of DAAS	
Director/Designee:	

Debi Lee

Dec 1, 2020

A4.1

VENDOR: PROVIDE LIST OF ATTACHMENTS THAT WILL BE SENT UNDER SEPARATE COVER. Send attachments to wwilson@centralina.org

ANYONE CAN ENTER INTO THIS FIELD. Additional Notes/Comments to help support the project:

Our request of \$48,865 is only a percentage of the total system package.

The actual total of the upgrade package \$123,865. The request is to use our remaining \$48,856 in CARES funding to support approximately 39% of the total cost for the AVI, hardware and system upgrade package purchase and install.

Current reports show RTS with 7,048 active riders and specifically in support of 3,171 riders over the age of 60.

This equates to a percentage of 45% of RTS's ridership being over the age of 60.

The actual percentage would in fact be greater as we have seniors who do ride on the Rowan Express routes, but we do not collect information on this route as it accessible weekdays by all members of the general public.

List of Attachments: RTS_CER Budget Form (11.23.2020)

CAPITAL EXPENSE FORM BUDGET WORKSHEET

ROWAN TRANSIT SYSTEM

KRISTY COWDEN

On this worksheet include all revenues and expenses

EQUIPMENT/WORK PROJECT	QUANTITY	UNIT COST	TOTAL	ARMS SERVICE CODE	Description
Project Details					
RM Mobile Data System	28.00	\$1,500.00	\$42,000.00		Vehicle Licencing
Transit Miner	1.00	\$6,000.00	\$6,000.00		Professional Services
Notification Module	22.00	\$1,200.00	\$26,400.00		Vehicle Licencing
Project Management	180.00	\$110.00	\$19,800.00		Design/build/educate/train/deploy
Hardware	30.00	\$625.50	\$18,765.00		Tablet and Mounting Hardware
Travel	4.00	\$1,300.00	\$5,200.00		RouteMatch Personell
Annual fee	1.00	\$1,500.00	\$1,500.00		Support and Maintenance
Installation Fees	\$ 28.00	\$150.00	\$4,200.00		Hardware Installation
Labor					
Delivery/Freight					
Taxes (if applicable)					
Building/Zoning Permits					
Other Fees (please itemize below)					
SUBTOTAL			\$123,865.00		
REVENUES (ex: AARP GRANT)					
county budget ammendment			\$75,009.00		
REVENUES					
SUBTOTAL			\$75,009.00		
(Project Expenses minus Revenues)			FINAL REQUEST	\$48,856.00	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: January 26, 2021
SUBJECT: Delegation of Authority to Sign Airport Leases

ATTACHMENTS:

Description	Upload Date	Type
Memorandum for Delegation of Authority	1/26/2021	Cover Memo



TO: Rowan County Board of Commissioners
FROM: Aaron Church, County Manager
DATE: January 25, 2021
SUBJECT: Delegated Authority to Sign Airport Leases

Historically the County Manager has executed annual leases for small hangars at the Airport. The County Attorney reviewed several statutes and University of Carolina at Chapel Hill School of Government post as well as other county policies and resolutions online. Based on this the County attorney provided an opinion that the County Manager may delegate signature authority for leases to the Airport / Transportation Director.

The County Attorney wrote, *"This this is an administrative function and may be delegated by the manager's policy or directive. However, all written discussions about "delegating authority" generally conclude that getting BOC approval of any policy delegating such authority is the better practice."*

It is my recommendation that the Board of Commissioners authorize the County Manager to delegate the signing of annual leases at the Airport to the Airport / Transportation Director.

MOTION: Authorize the County Manager to delegate the signing of annual leases at the Airport to the Airport / Transportation 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: County Manager Aaron Church
DATE: January 26, 2021
SUBJECT: Authorize Hazen to Advertise for Bids for the Construction of the Northeast Rowan County Water System Chemical Booster Station

Authorize Hazen to advertise for bids for the construction of the Northeast Rowan County Water System Chemical Booster Station.

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: Scott Shelton, Vice President, Rowan EDC
DATE: January 22, 2021
SUBJECT: Public Hearing & Summary Presentation - EDC 'Project Popcorn'

The Rowan EDC will give a presentation regarding an incentive request for 'Project Popcorn.'

The company behind 'Project Popcorn' is a respected manufacturer that is considering our community as a potential location for their new facility.

If Rowan County were chosen, the project would create 1,200 jobs over the next three years. The company also estimates that it will invest approximately \$127.5 million in new construction and equipment.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/22/2021	Cover Memo
Draft Incentive Agreement	1/22/2021	Cover Memo

January 22, 2021



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC
IMPACT
SUMMARY

SUMMARY OF PROPOSED LOCATION OF PROJECT
POPCORN IN ROWAN COUNTY



Submitted by:
The Rowan EDC

January 21, 2021

The Honorable Gregory C. Edds
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

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Re: Summary of Proposed Location of Project Popcorn in Rowan County

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Commission, please allow me to present to you this summary of the proposed location of Project Popcorn in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in Rowan County. This document addresses the primary drivers and impacts of the project, and is designed to provide you the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens. In order to accomplish this, we have relied on a variety of public and private sector partners. At this time, in addition to company representatives from Project Popcorn, we would like to thank:

- Mary Lesa Pegg – Business Recruitment, Economic Development Partnership of NC
- Amy Gerber- Executive Managing Director, Cushman & Wakefield
- Bradley Migdal – Senior Managing Director, Cushman & Wakefield

In the preparation of this document, we have strived to utilize factual data and realistic projections. It is our intent that this document serves as a resource as you deliberate potential actions.

Please do not hesitate to contact our offices with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,



Scott Shelton
Vice President

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1. Project Description

About The Company

The company behind Project Popcorn is a well-known manufacturer that has been in business for decades. Their products are available throughout the United States.

The Proposed Project

Project Popcorn's owners are currently evaluating locations to establish a production and distribution facility within the Central and Eastern region of the United States.

If our community were chosen, the company would create 1,200 new jobs over the next three years. Approximately 1,100 of these new jobs would be in the operations / production categories. The remaining jobs would be comprised of supervisory and administrative positions.

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

2. Regulatory Approval Process

Zoned appropriately for the proposed use, there does not appear to be any regulatory barriers to this project moving forward. The company will work with both municipal and Rowan County staff to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

3. Requested Assistance

Investment Grant Program

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and Rowan County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all the criteria in the contract, a grant is then paid to the company. The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes the categories of grants, including the minimum investment required and the percentage of new taxes paid that would be used to calculate the grant:

<i>Grant Category</i>	<i>Minimum Taxable Investment Required</i>	<i>Percentage of Paid Taxes Returned as a Grant</i>
Level 1 Grant	\$5 million	75%
Level 2 Grant	\$50 million	80%
Level 3 Grant	\$100 million	85%

The company would typically qualify for a Level 3 Grant under this program, which would provide them a five-year grant equal to 85% of new taxes paid on the project. This is a highly competitive project with

the potential to have a substantial impact on our community. To strengthen Rowan County's chances toward securing this project, the Rowan EDC proposes that the Board of Commissioners consider extending the Investment Grant from five years to ten years. During the first five years, the company would receive a grant equal to 85% of the new taxes paid. During the final five years, the company would only receive a grant equal to 50% of the new taxes paid.

Equipment Grant

The Rowan EDC also proposes that the Board of Commissioners consider offering a \$500,000 equipment grant for Project Popcorn. The grant 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 creates and maintains 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.

Expedited Permitting

To make the company's permit approval process as smooth as possible, the Rowan EDC requests that the Board of Commissioners consider offering expedited local permitting at no charge to the company. The fee for this service is normally \$2,500.

We respectfully ask that the Board of Commissioners consider approving these requests. A 'Draft' copy of the proposed Incentive Agreement is attached.

Other Potential Assistance

The Rowan EDC is working with 'Project Popcorn' to pursue a Job Development Investment Grant (JDIG) through the State of North Carolina. The JDIG program typically offers 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.

We have also asked the State of North Carolina to consider applicable grant programs that could assist with any necessary infrastructure improvements to the company's potential site.

In addition, the Rowan EDC has requested that Duke Energy consider awarding Project Popcorn a cash grant from its Carolinas Investment Fund program.

4. Model of County Revenue – 10-Year Horizon

If Rowan County were chosen, Project Popcorn plans to have construction of their new facility and installation of new equipment substantially completed by the end of 2021. Additional equipment installation would also occur in 2022 and, potentially, in 2023. The amount of potential investment in equipment for 2023 is yet to be determined. The overall investment timeline is based on information provided to the Rowan EDC by the company's consultants.

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of .6575
- \$88 million of new construction and equipment installation occurs prior to December 31, 2021
- \$37,750,000 of additional equipment installation occurs prior to December 31, 2022
- The project is complete by December 31, 2023, with a total investment of \$125,750,000
- Depreciation for business personal property was estimated using the State of North Carolina's 2021 Depreciation Schedule A and Schedule K
- Ten-year lifespans were assumed for all business personal property depreciation

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures.

Incorporating the above framework, the following outcomes are projected:

- During the first five incentivized years, Rowan County would collect \$3,528,638 in revenue and provide incentive grants totaling \$2,999,342. The County would retain \$529,296 of revenue during this five-year period.
- During the final five incentivized years, Rowan County would collect \$2,627,222 in revenue and provide incentive grants totaling \$1,313,611. The County would retain \$1,313,611 of revenue during this five-year period.
- Modeled with a 10-year horizon, 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.

Project Popcorn (1st 5 years of Grant)

Fiscal Year	FY 2022-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Calendar Year	2021	2022	2023	2024	2025
Real Property Investment	\$48,000,000	\$53,000,000	\$53,000,000	\$53,000,000	\$53,000,000
<i>Current Real Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
Real Property Taxes	\$315,600	\$348,475	\$348,475	\$348,475	\$348,475
<i>Incentive Grant Rate (85% for 5 years)</i>	85%	85%	85%	85%	85%
Incentive Grant	\$268,260	\$296,204	\$296,204	\$296,204	\$296,204
Net County Revenue	\$47,340	\$52,271	\$52,271	\$52,271	\$52,271
Personal Property - Machinery & Equipment	\$35,000,000	\$61,500,000	\$55,700,000	\$50,150,000	\$44,300,000
<i>Current Personal Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
Personal Property Taxes*	\$230,125	\$404,363	\$366,228	\$329,736	\$291,273
<i>Incentive Grant Rate (85% for 5 years)</i>	85%	85%	85%	85%	85%
Incentive Grant	\$195,606	\$343,708	\$311,293	\$280,276	\$247,582
Net County Revenue	\$34,519	\$60,654	\$54,934	\$49,460	\$43,691
Personal Property - Material Handling Equipment	\$2,500,000	\$2,250,000	\$2,050,000	\$1,825,000	\$1,600,000
<i>Current Personal Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
Personal Property Taxes*	\$16,438	\$14,794	\$13,479	\$11,999	\$10,520
<i>Incentive Grant Rate (85% for 5 years)</i>	85%	85%	85%	85%	85%
Incentive Grant	\$13,972	\$12,575	\$11,457	\$10,199	\$8,942
Net County Revenue	\$2,466	\$2,219	\$2,022	\$1,800	\$1,578
Personal Property - Furniture & Fixtures	\$2,500,000	\$5,000,000	\$4,530,000	\$4,110,000	\$3,660,000
<i>Current Personal Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
Personal Property Taxes**	\$16,438	\$32,875	\$29,785	\$27,023	\$24,065
<i>Incentive Grant Rate (85% for 5 years)</i>	85%	85%	85%	85%	85%
Incentive Grant	\$13,972	\$27,944	\$25,317	\$22,970	\$20,455
Net County Revenue	\$2,466	\$4,931	\$4,468	\$4,053	\$3,610
Total Property Taxes (Real & Personal)	\$578,600	\$800,506	\$757,966	\$717,234	\$674,332
Total Incentive Grant (Real & Personal)	\$491,810	\$680,430	\$644,271	\$609,649	\$573,182
Total Net County Revenue (Real & Personal)	\$86,790	\$120,076	\$113,695	\$107,585	\$101,150

Project Popcorn (Final 5 years of Grant and 10-year Totals)

Fiscal Year	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	
Calendar Year	2026	2027	2028	2029	2030	10 Year Sum.
Real Property Investment	\$53,000,000	\$53,000,000	\$53,000,000	\$53,000,000	\$53,000,000	
<i>Current Real Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	
Real Property Taxes	\$348,475	\$348,475	\$348,475	\$348,475	\$348,475	\$3,451,875
<i>Incentive Grant Rate (85% for 5 years)</i>	50%	50%	50%	50%	50%	
Incentive Grant	\$174,238	\$174,238	\$174,238	\$174,238	\$174,238	\$2,324,263
Net County Revenue	\$174,238	\$174,238	\$174,238	\$174,238	\$174,238	\$1,127,613
Personal Property - Machinery & Equipment	\$38,100,000	\$31,600,000	\$24,750,000	\$18,650,000	\$7,500,000	
<i>Current Personal Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	
Personal Property Taxes*	\$250,508	\$207,770	\$162,731	\$122,624	\$49,313	\$2,414,669
<i>Incentive Grant Rate (85% for 5 years)</i>	50%	50%	50%	50%	50%	
Incentive Grant	\$125,254	\$103,885	\$81,366	\$61,312	\$24,656	\$1,774,938
Net County Revenue	\$125,254	\$103,885	\$81,366	\$61,312	\$24,656	\$639,731
Personal Property - Material Handling Equipment	\$1,350,000	\$1,100,000	\$825,000	\$625,000	\$0	
<i>Current Personal Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	
Personal Property Taxes*	\$8,876	\$7,233	\$5,424	\$4,109	\$0	\$92,872
<i>Incentive Grant Rate (85% for 5 years)</i>	50%	50%	50%	50%	50%	
Incentive Grant	\$4,438	\$3,616	\$2,712	\$2,055	\$0	\$69,966
Net County Revenue	\$4,438	\$3,616	\$2,712	\$2,055	\$0	\$22,906
Personal Property - Furniture & Fixtures	\$3,160,000	\$2,610,000	\$2,060,000	\$1,560,000	\$687,500	
<i>Current Personal Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	
Personal Property Taxes**	\$20,777	\$17,161	\$13,545	\$10,257	\$4,520	\$196,445
<i>Incentive Grant Rate (85% for 5 years)</i>	50%	50%	50%	50%	50%	
Incentive Grant	\$10,389	\$8,580	\$6,772	\$5,129	\$2,260	\$143,787
Net County Revenue	\$10,389	\$8,580	\$6,772	\$5,129	\$2,260	\$52,658
Total Property Taxes (Real & Personal)	\$628,636	\$580,638	\$530,175	\$485,465	\$402,308	\$6,155,860
Total Incentive Grant (Real & Personal)	\$314,318	\$290,319	\$265,088	\$242,733	\$201,154	\$4,312,953
Total Net County Revenue (Real & Personal)	\$314,318	\$290,319	\$265,088	\$242,733	\$201,154	\$1,842,907

5. Closing

This project appears to have a lengthy list of benefits and no apparent liabilities. If Rowan County were chosen, Project Popcorn would create a total of 1,200 new full-time jobs, as well as add over \$125 million to the County's tax base. The project would also generate approximately \$1.8 million of new tax revenue for the County over a ten-year period.

The proposed project will directly create new jobs and expand the local tax base, and the preceding sections have attempted to evaluate these direct investments. However, the overall impact of the proposed investment will resonate beyond the site boundaries. The Rowan EDC is currently working on a study to better illustrate this overall impact and will supply it to the Board and public as soon as it is completed. We will also present its findings as part of the upcoming public hearing.

On behalf of your Economic Development Commission, we look forward to providing you any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.

6. Draft Incentive Agreement

NORTH CAROLINA
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of February, 2021, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the “County”) and ‘Project Popcorn’ (hereinafter referred to as the “Company”).

WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in Rowan County (the “Project”), which would increase taxable property in the County and result in the creation of a number of jobs in the County, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, the Company has determined that the property located at _____, also identified as Rowan County Tax Parcel _____, and further described in Exhibit ‘A’ (the “Property”), is a suitable location for its expansion and improvement; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$127.5 million dollars will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the County hereby agree as follows:

ARTICLE I
COUNTY INDUCEMENTS

The County shall provide financial assistance to the Company through its “Relocation and Expansion Assistance Program”, as hereinafter described, with respect to the Company’s development of the Property and other related expenses as follows:

- 1) The “Relocation and Expansion Assistance Program” will be provided as a “Relocation and Expansion Incentive Grant” (“Grant”) to assist the Company with construction, equipment, and other capital improvements in Rowan County. The Grant will specifically apply to the Property and all real property improvements and personal property newly installed and used at the Property (“Facility”).
- 2) The amount of the Grant will be computed using the following steps:

a) Real Property Valuation.

- i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.
- ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2021, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the “New Real Property Value” for the applicable Property.

b) Personal Property Valuation.

- i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.
- ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2021. The annual result of this computation shall be defined as the “New Personal Property Value” for the applicable Property.

c) County Property Tax Determination. The sum of the New Real Property Value and the New Personal Property Value of a Property for each applicable year shall be the “New Property Value” of such Property for such year. Multiply the New Property Value for each applicable Property by the County tax rate (excluding municipal and fire district tax rates) applicable for the tax year at issue to determine the amount of property taxes applicable to the new property at such Property.

d) Grant Amount Determination. For the first five (5) years of the Agreement, multiply the property taxes applicable to the New Property Value for each applicable Property by 85% (0.85). For the final five (5) years of the Agreement, multiply the property taxes applicable to the New Property Value for each applicable Property by 50% (0.50).

- 3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), and receipt of the Company’s full payment of all real and personal property taxes due to the County. For the first five (5) years of the Agreement, payment of the Grant shall be equal to Eighty-Five Percent (85%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant. For the final five (5) years of the Agreement, payment of the Grant shall be equal to Fifty Percent (50%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the

Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.

- 4) Tax amounts due on property discovered by the County through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the County shall not be responsible for reimbursement on these amounts for any tax year.

ARTICLE II SCHEDULE OF CORPORATE IMPROVEMENTS

- 1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to have the Facility substantially completed by December 31, 2021.
- 2) The Company shall receive the Grant for ten separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2022, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2023. If the Facility is not complete by January 1, 2022, the Grant shall be based on the percentage complete and assessed for that year.
- 3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2022.
- 4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III EMPLOYMENT

- 1) The Company projects that it will create 1,200 Full Time Equivalent ("FTEs") with this Project. As of December 31, 2023, the Company shall employ 1,200 FTEs at this Project. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) During the final nine (9) Fiscal Years (FYs) of the Agreement that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTEs (in aggregate)</u>
FY 23-24	599
FY 24-25	1,200
FY 25-26	1,200
FY 26-27	1,200
FY 27-28	1,200
FY 28-29	1,200
FY 29-30	1,200

FY 30-31

1,200

FY 31-32

1,200

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2023, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCU1 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.
- 4) Should the Company fail to certify its annual employment numbers by June 30th, the County may allow the Company an extended cure period to file and certify this particular report annually.
- 5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

ARTICLE IV

TERMINATION OF GRANT AGREEMENT AND REQUIRED REPAYMENT OF GRANT FUNDS UPON ANNOUNCED TERMINATION OF OPERATIONS OR MAJORITY REDUCTION IN WORKFORCE

- 1) The assistance provided by Rowan County, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources. Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.
- 2) Should the Company cease operations or eliminate the majority of their workforce (51% reduction or more within a twelve (12) month span), the Agreement will be terminated and the Company will be required to repay all grant proceeds provided during the thirty-six (36) months prior to the cessation or reduction.
- 3) Repayment of grant funds shall be required if the Company has received any grant disbursements from the County within the thirty-six (36) months prior to the earlier of (a) Public announcement by the Company of plans to close or eliminate the majority of the workforce, (b) Actual cessation of operations, or elimination of a majority of the workforce.
- 4) The Company shall make payment to the County within one hundred and twenty (120) days of such announcement or event. The County may use any and all legal recourse to pursue restitution from the Company and / or its successors.

ARTICLE V
RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND
CONDITIONS

As further consideration for the granting of certain relocation and assistance grants to the Company by the County, the Company further agrees that it shall abide by the Federal Immigration and Control Act of 1986 and all subsequent amendments thereto (collectively the "Act"). To that end, the Company agrees as follows:

- 1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and
- 2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

The Company represents, warrants and covenants to the County, as applicable, as of the date of this Agreement that:

- 1) Standing. The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.
- 2) Authority. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.
- 3) Enforceability. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.
- 4) No Violations. This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.
- 5) No Conflicts. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.
- 6) Certifications. The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS - COUNTY

The County represents, warrants and covenants to the Company, as applicable, as of the date of this Agreement that:

- 1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.
- 2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.
- 3) There is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.
- 4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).
- 5) To the best of the County's knowledge, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- 6) With respect to this Agreement, the County has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

ARTICLE VIII
GENERAL PROVISIONS

- 1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.
- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.

- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

To County:

Rowan County Manager
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8180
Facsimile: (704) 216-8195

With Copy (which does not constitute notice to):

Rowan County Attorney
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8198
Facsimile: (704) 216-8195

To Company:

Name and Contact Information

To Company Regarding Payment of Grant, also include:

Contact for the Grants

With Copy (which does not constitute notice to):

If requested by the Company

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

[Signature page follows]

DRAFT

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

PROJECT POPCORN

By: _____
Title: _____

[Corporate Seal]

ATTEST:

Name _____ (Seal)

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

Carolyn Barger
Clerk to the Board of Commissioners

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

James M. Howden
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John Dees II
County Attorney

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: Anthony Vann, Assistant Superintendent of Operations, RSSS
DATE: January 21, 2021
SUBJECT: Board of Education Surplus Properties

The Rowan Salisbury Board of Education has declared these properties surplus. Per General Statute, we are offering these properties to the County Commissioners prior to disposal.

ATTACHMENTS:

Description	Upload Date	Type
Surplus Properties	1/26/2021	Cover Memo



Board of Education Surplus Property

County Commissioner Meeting
February 1, 2021



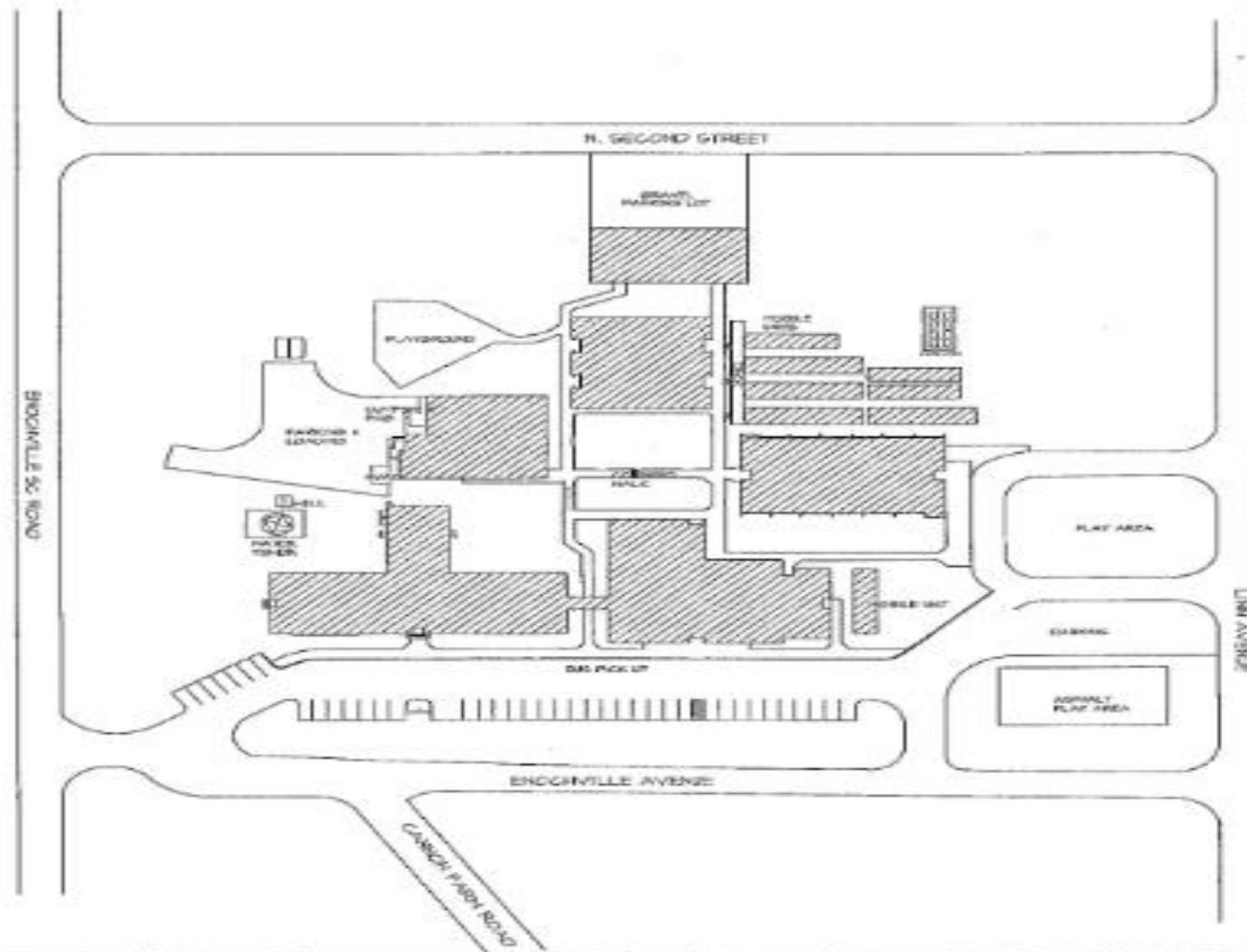
Overview

- During the January 26, 2021 Board of Education meeting, the Board declared Faith and Enochville school properties surplus.
- Previously, the Board of Education declared the property located at 305 S. Zion Street, Landis surplus.
- General Statute requires that the Board of Education offer these properties to the Board of Commissioners prior to disposal.

Key Points

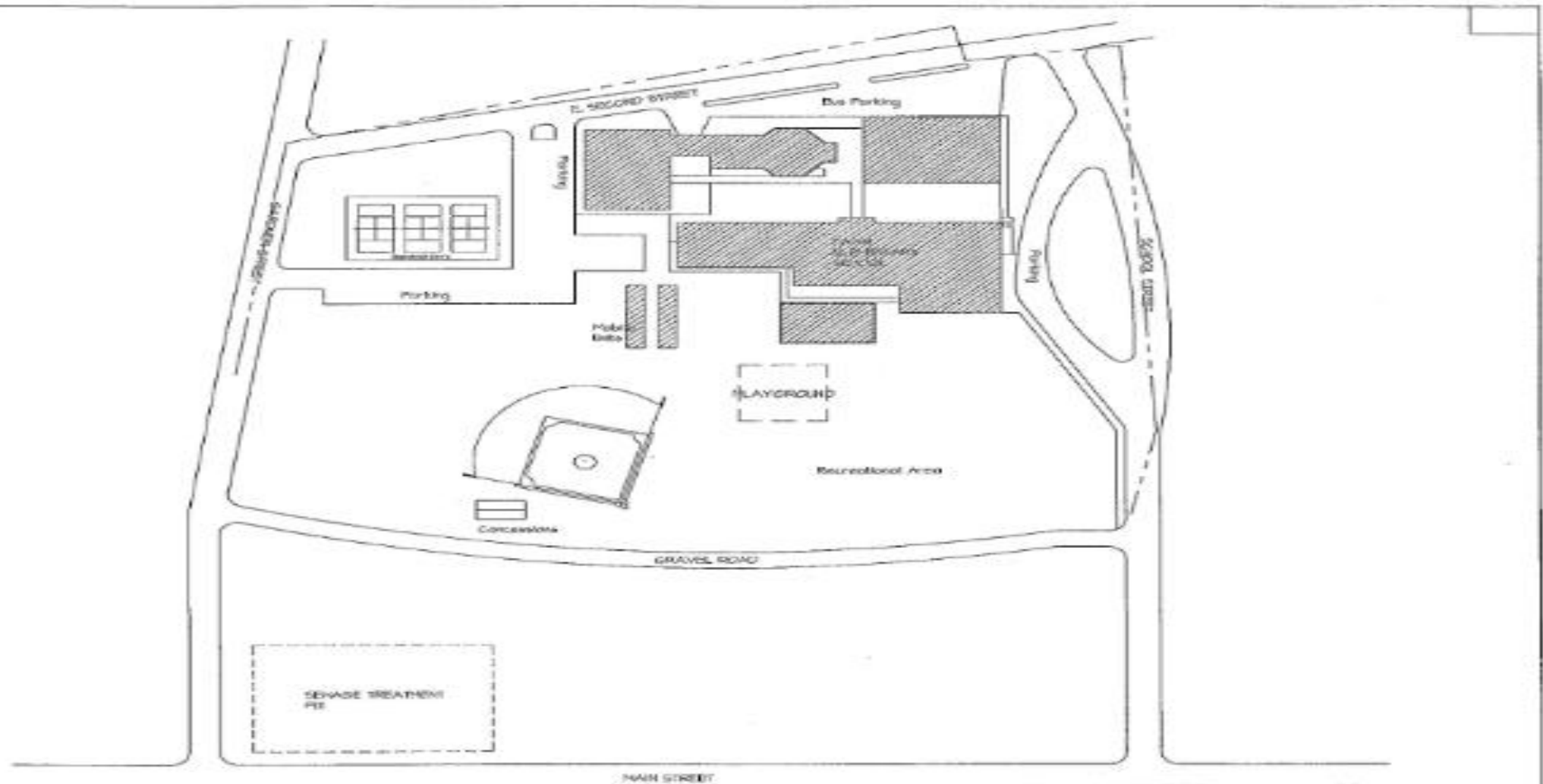
- The three properties that were declared surplus are as follows:
 - * Enochville Elementary School
925 N. Enochville Ave., China Grove, NC 28023
Approximately 9 acres, school building and associated structures constructed in 1941.
(Effective at end of the 2020-21 school year)
 - * Faith Elementary School
1000 School Street, Faith, NC 28041
Approximately 12 acres, school building and associated structures constructed in 1929.
(Effective at end of the 2020-21 school year)
 - * 305 S. Zion Street
Landis, NC 28088
Approximately .92 acres, 21,250 square foot classroom structure constructed in 1941.

Enochville Elementary



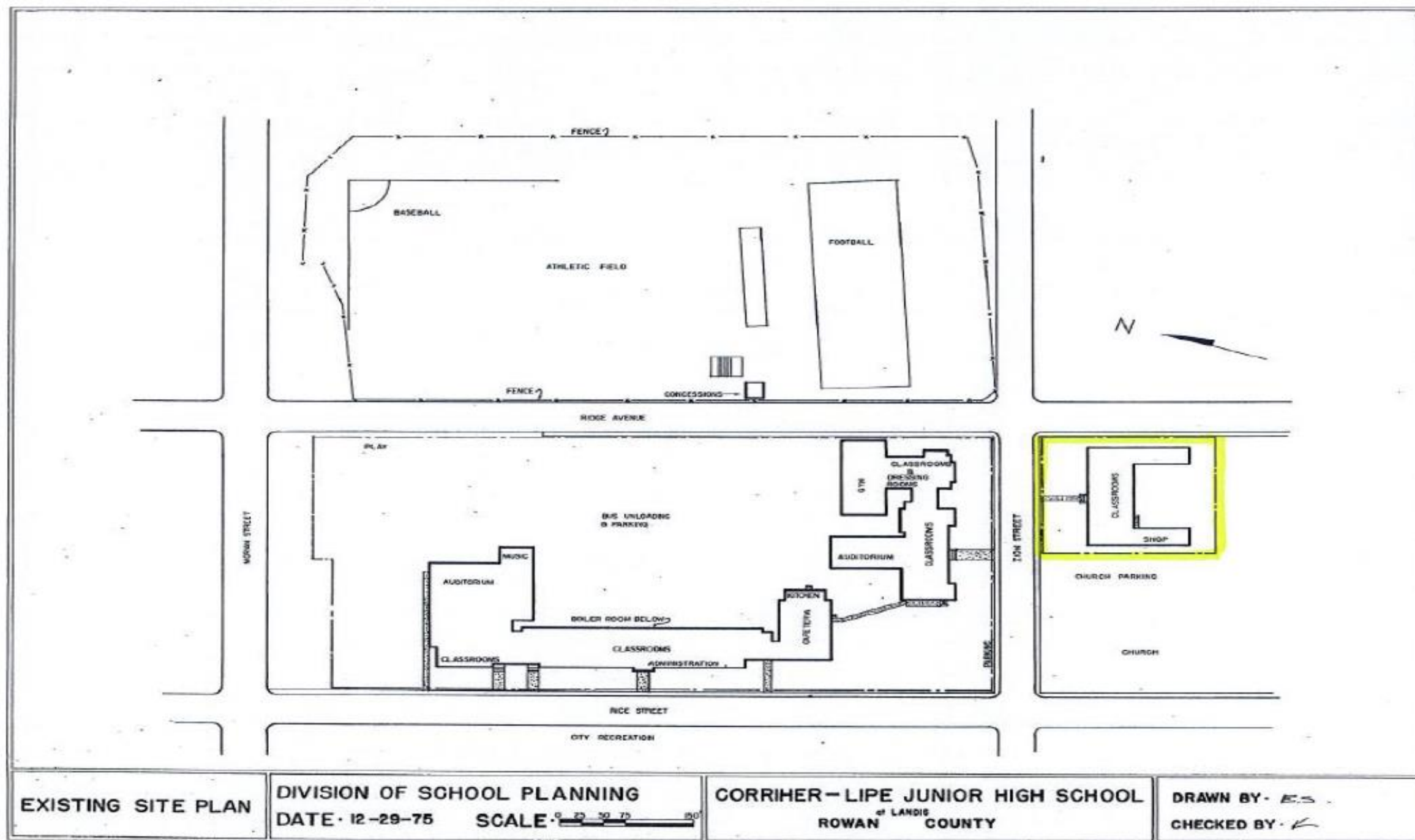
Scale: 	Site Acreage:			DSP Property No. 800-3055	Sheet of 4 of 9
Name of Admin. Unit: ROWAN-SALISBURY SCHOOLS	Name of Building: Site Plan	Name of School: Street Name/No. Mail Address	ENOCHVILLE ELEMENTARY SCHOOL 925 N. Enochville Avenue China Grove, N.C. 28023	Unit & School No. 800-348 Building No.	Drawing Date: Dec. 1990 Date of Revisions: _____ _____

Faith Elementary



Scale: 1" = 100'	Site Acreage:			DSP Property No. 800-3056	Sheet of 4 of 10
Name of Admin. Unit: ROWAN-SALISBURY SCHOOLS	Name of Building: Site Plan	Name of School: FAITH ELEMENTARY SCHOOL	Street Name/No. 1000 School Street P.O. Box 161 Faith, N.C. 28041	Unit & School No. 800-352 Building No.	Drawing Date: Nov. 1998 Date of Revisions:

305 S. Zion Street





Questions?



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: Adrian Pruett, Environmental Health Supervisor
DATE: January 26, 2021
SUBJECT: Environmental Health Bi-Weekly Update

ATTACHMENTS:

Description

Bi-weekly EH Data Report

Upload Date

1/26/2021

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 (S1, S1E)	Soil/Site Evaluation Requested	Soil/Site Evaluations Waiting	IP's Completed (S3, S4, S4A, S5)	IP's Requested	IP's Waiting	Existing System Inspections Completed (S12, S13, S13D)	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	19	18	26	19	1	1	1	11*	0	0
Total	99	78	10	445	129	172	121	124	172	7	5	10	60	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 (S19)	Well Grouts (W2)	Complaints Visited (S25)	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
Total	91	81	38	162	91	39	

	NUMBER OF SITE VISITS MADE EACH DAY (S1, S1E, S25, W1, W3, W4)				
	Inspector #1	Inspector #2	Inspector #3	Inspector #4	Inspector #5*
DATE					
October					
26	1	3	4	4	1
27	2	3	9	4	1
28	0	1	2	2	0
29	1	0	1	1	0
30	1	7	4	6	0
November					
2	2	3	6	8	0
3	2	5	3	7	0
4	1	1	3	5	0
5	1	8	1	4	0
6	3	5	2	5	0
Total	14	36	35	46	2
9	1	3	0	4	0

	NUMBER OF PERMITS ISSUED EACH DAY (S3-S13D, S15, S17, S19, W6-12)				
	Inspector #1	Inspector #2	Inspector #3	Inspector #4	Inspector #5*
DATE					
October					
26	2	6	2	1	0
27	1	0	9	0	0
28	0	20	0	3	0
29	1	8	3	2	0
30	1	0	3	1	0
November					
2	1	3	4	0	0
3	0	5	5	1	0
4	2	12	2	5	0
5	1	2	2	2	0
6	1	3	3	5	0
Total	10	59	33	20	0
9	2	8	1	4	0

10	2	2	0	8	0
11 (Holiday)	0	0	0	0	0
12	0	4	0	0	0
13	2	6	0	4	0
16	2	2	0	6	1
17	1	3	0	4	0
18	1	7	0	9	0
19	1	5	0	5	1
20	1	5	0	8	1
Total	11	37	0	48	3
23	0	4	4	5	0
24	3	2	2	3	2
25	0	1	0	2	0
26 (Holiday)	0	0	0	0	0
27 (Holiday)	0	0	0	0	0
30	0	3	2	0	0
December					
1	0	4	3	7	0
2	0	3	1	2	0
3	0	1	1	6	0
4	1	6	1	6	0
Total	4	24	14	31	2
7	0	3	1	1	0
8	1	7	4	6	0
9	0	2	2	5	0
10	1	6	2	1	0
11	0	3	0	5	0
14	0	0	1	1	0
15	2	0	3	10	1
16	0	0	2	0	0
17	2	0	1	3	0
18	0	0	6	6	0
Total	6	21	22	38	1
21	0	3	2	0	0
22	0	7	2	0	0
23	0	5	0	5	5
24 (Holiday)	0	0	0	0	0
25 (Holiday)	0	0	0	0	0
28 (Holiday)	0	0	0	0	0
29	0	4	1	2	0
30	0	6	2	2	2
31	0	3	0	5	0
January					
1 (Holiday)	0	0	0	0	0
Total	0	28	7	14	7
4	2	4	2	0	0
5	3	5	5	4	0
6	2	3	3	3	0
7	2	5	2	4	0
8	1	0	0	3	0

10	1	10	5	1	0
11 (Holiday)	0	9	5	0	0
12	1	4	6	14	0
13	3	2	4	0	0
16	0	4	0	0	0
17	1	3	0	5	0
18	0	5	0	0	0
19	0	8	0	3	0
20	2	2	0	3	2
Total	10	55	21	30	2
23	0	5	1	3	0
24	0	5	3	7	0
25	1	4	2	1	3
26 (Holiday)	0	0	0	0	0
27 (Holiday)	0	0	0	0	0
30	0	5	1	3	0
December					
1	0	0	1	0	0
2	5	1	2	7	0
3	0	3	2	0	0
4	2	2	2	0	0
Total	8	25	14	21	3
7	0	4	2	3	0
8	0	1	0	0	0
9	0	0	2	1	0
10	0	0	2	6	0
11	0	5	4	6	0
14	1	0	1	4	0
15	1	0	2	0	0
16	1	0	2	10	0
17	1	0	1	3	0
18	1	0	0	9	2
Total	5	10	16	42	2
21	0	5	1	0	0
22	0	0	0	3	0
23	0	5	0	0	0
24 (Holiday)	0	0	0	0	0
25 (Holiday)	0	0	0	0	0
28 (Holiday)	0	0	0	0	0
29	0	1	1	0	0
30	0	1	0	6	0
31	0	5	2	2	0
January					
1 (Holiday)	0	0	0	0	0
Total	0	17	4	11	0
4	2	3	0	8	0
5	1	3	0	0	0
6	1	5	0	5	0
7	0	4	2	0	0
8	1	8	5	4	0

11	4	3	0	3	1
12	1	4	2	5	0
13	2	4	5	1	1
14	1	6	3	6	4
15	2	3	0	1	0
Total	20	37	22	30	6

*Inspector #5 time consists mainly of Administrative Duties

* Inspector #1 was being Authorized by the State Dec. 21, 22, 29, 30

11	0	7	0	1	0
12	2	3	1	0	0
13	0	2	1	1	0
14	2	3	3	0	0
15	4	4	2	7	0
Total	13	42	14	26	0

	NUMBER OF SOIL/SITE EVALUATIONS EACH DAY (\$1, \$1E)				
	Inspector #1	Inspector #2	Inspector #3	Inspector #4	Inspector #5*
DATE					
October					
26	0	2	3	3	1
27	0	3	0	4	1
28	0	1	2	2	0
29	0	0	1	0	0
30	0	6	3	4	0
November					
2	0	2	6	8	0
3	0	4	3	7	0
4	0	1	3	4	0
5	0	8	0	4	0
6	0	5	1	7	0
Total	0	32	22	43	2
9	0	3	0	4	0
10	0	1	0	7	0
11 (Holiday)	0	0	0	0	0
12	0	2	0	0	0
13	0	4	0	3	0
16	0	2	0	6	1
17	0	3	0	4	0
18	0	2	0	9	0
19	0	5	0	5	1
20	0	5	0	8	1
Total	0	27	0	46	3
23	0	4	3	4	0
24	0	2	2	3	1
25	0	1	0	1	0
26 (Holiday)	0	0	0	0	0
27 (Holiday)	0	0	0	0	0
30	0	1	2	0	0
December					
1	0	3	3	6	0
2	0	3	1	2	0
3	0	1	1	6	0
4	0	5	1	6	0
Total	0	20	13	28	1
7	0	3	1	1	0

	NUMBER OF HOURS WORKED EACH DAY				
	Inspector #1	Inspector #2	Inspector #3	Inspector #4	Inspector #5*
DATE					
October					
26	8	8.5	8.5	8	9
27	8	8.5	8	9	9
28	8	8.5	8.5	8.5	9.5
29	8	8	8	8.5	9
30	8	9	8	9	6.5
November					
2	9.5	9	9	13	8.5
3	9	12.5	9.5	10.5	9
4	9	10	9.5	10.5	9.5
5	9.25	12	8.5	14	10
6	9.25	10	8.5	10	9
Total	86	96	86	101	89
9	9	11	8	10.5	8.5
10	9	9.5	8	10	10.75
11 (Holiday)	0	4.5	0	3	0
12	9	10	8	10.5	8
13	10	10	8	9.5	6.5
16	9	10	0	9	12
17	9	10	0	9.5	8.5
18	8.5	10	0	10.5	9.5
19	9	10	0	12	9.5
20	9.5	10	0	10	9.5
Total	82	95	32	94.5	82.75
23	9	10	8	10	8.5
24	9	10	8	6	8.5
25	8	8	8	8	8
26 (Holiday)	0	0	0	0	0
27 (Holiday)	0	0	0	0	3.25
29			2.5		
30	0	10	8.5	9.5	0
December					
1	0	10	9	10	0
2	9	10	9	11	0
3	9	10	9	10.5	0
4	10	10	9	10	0
Total	54	78	71	75	28.25
7	9	10	9	9	9.5

8	0	1	3	6	0
9	0	0	2	3	0
10	0	6	2	1	0
11	0	0	0	4	0
14	0	0	1	1	0
15	0	0	1	7	1
16	0	0	0	0	0
17	0	0	1	3	0
18	0	0	6	5	0
Total	0	10	17	31	1
21	0	2	2	0	0
22	0	6	2	0	0
23	0	5	0	5	5
24 (Holiday)	0	0	0	0	0
25 (Holiday)	0	0	0	0	0
28 (Holiday)	0	0	0	0	0
29	0	4	1	2	0
30	0	6	2	2	2
31	0	3	0	5	0
January					
1 (Holiday)	0	0	0	0	0
Total	0	26	7	14	7
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
Total	9	28	20	25	6

8	9	10	9	10	8.5
9	9	10	9	11	9
10	5	9	8	10	8.75
11	2.5	8.5	9	10	8.5
12			3		
13			2		
14	2.5	0	9	9.5	9
15	9	0	9	11	8.75
16	9	0	8	9	8.75
17	9	0	9	10.5	8.5
18	9	0	9	10	9
Total	73	47.5	93	100	88.25
21	9	10	8	0	9
22	9	10	8	8	8.5
23	0	10	0	8	8.5
24 (Holiday)	0	0	0	0	0
25 (Holiday)	0	0	0	0	0
28 (Holiday)	0	0	0	0	0
29	10	9	8	8	9.5
30	9	9	8	8	9
January					
31	8.5	9	8	8.5	9.5
1 (Holiday)	0	0	0	0	0
Total	45.5	57	40	40.5	54
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
15	9	10	9	9	10.5
Total	87.5	97.5	78	92.5	97

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

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

Dec. 7 - Dec. 18	29	2.39
Dec. 21 - Jan. 1	2	0.06
Jan. 4 - Jan. 15	33	2.08

Total 187 12.32

	32.58	
	32.83	
	34.95	

*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: Caleb Sinclair, Director, Environmental Management
DATE: January 25, 2021
SUBJECT: Litter Report

ATTACHMENTS:

Description

Litter Report

Upload Date

1/25/2021

Type

Cover Memo

Rowan County Litter Mitigation Updates

January 25, 2021

Mr. Church,

Rowan County Staff removed **10,260 lbs.** of roadside debris and litter during the two-week period beginning **Monday, January 11, 2021 through Friday, January 21, 2021.**

Thank you to all those who continue to make a difference by fostering environmental stewardship throughout Rowan County.



Respectfully submitted,

Caleb Sinclair, Director
Rowan County Government
Department of Environmental Management

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: January 22, 2021
SUBJECT: Budget Amendment

Please review attached budget amendment.

Please approve attached budget amendment.

ATTACHMENTS:

Description

Budget Amendment

Upload Date

1/22/2021

Type

Budget Amendment

DEPARTMENTAL REQUEST FOR BUDGET ACTION

FROM: Melissa J. Oleen, Library Director

Prepared by: Pam Nance
Date: 1/4/2021

[illegible]

10,968
10,968
RN *gmH*

entered
wrong amt.

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: January 25, 2021
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description

February Board Appointments

Upload Date

1/26/2021

Type

Cover Memo

MONTHLY BOARD APPOINTMENTS
February 1, 2021
COMMISSION MEETING

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.

TOWN OF FAITH PLANNING BOARD - ETJ

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

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.

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

Home / Manage Applications / Cindy Ehrman

View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name
Cindy Ehrman

Application Date
1/18/2021

Expiration Date
1/18/2023

Board Member
Cynthia Lea Ehrman

Status

Validated

Board	Vacancies	Status
Town of Faith Planning - ETJ	0	BoC Meeting

Basic Information

Name
Cindy Ehrman

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address

107 Log Barn Rd
Salisbury, NC 28146

Resident

Yes

Phone

704-239-0677

Email

cindysellsnc@gmail.com

Occupation

Occupation

Realtor

OnBoard2 - Powered by ClerkBase

Home / Manage Applications / Mr Christopher Scott Hutchison

View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name
Mr Christopher Scott Hutchison

Application Date
1/19/2021

Expiration Date
1/19/2023

Board Member
Christopher Scott Hutchison

Status

Validated

Board	Vacancies	Status
Rowan-Iredell Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Mr Christopher Scott Hutchison

Gender
Male

Business/Civic Experience and why you feel you are qualified for this appointment:
I have previously served in this position. I like to help out in my community.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address

17150 Dooley Rd
Cleveland, NC 27013

Resident

Yes

Phone

7043266012

Email

chutch1022@gmail.com

Occupation

Employer

Daimler Trucks

Occupation

Quality Control Inspector

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Home / Manage Applications / John Abram Dickerson

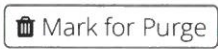
View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name
John Abram Dickerson

Application Date
1/14/2021

Expiration Date
1/14/2023

Board Member
John Dickerson

Status

Validated

Board	Vacancies	Status
Rowan-Iredell Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
John Abram Dickerson

Gender
Male

Business/Civic Experience and why you feel you are qualified for this appointment:
Re-applying for second term.

Have you ever been convicted of a felony?
no

County of Residence
NC

Contact Information

Address

15325 Cool Springs Rd
Cleveland, NC 27013

Resident

Yes

Phone

7042789195

Cell Phone

7047980267

Email

dydickerson@att.net

Occupation

Employer

Retired

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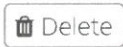
Home / Manage Applications / Ms Jeanie Wooten Weaver

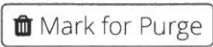
View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name
Ms Jeanie Wooten Weaver

Application Date
1/17/2021

Expiration Date
1/17/2023

Board Member
Jeanie Wooten Weaver

Status

Validated

Board	Vacancies	Status
Rowan-Iredell Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Ms Jeanie Wooten Weaver

Gender
Female

Business/Civic Experience and why you feel you are qualified for this appointment:
Retired Radiology Manager
Advisory Comm Radiology RCCC
Past RIVFD Board Member and Secretary

I attended and volunteered several decades with Rowan Iredell VFD resulting in a good understanding of the department workings,

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

5850 Chenault Road
Cleveland, NC 27013

Resident

Yes

Ward/District

Scotch Irish

Phone

704 278 9900

Cell Phone

704 647 4268

Email

jeanie.weaver09@gmail.com

Occupation

Employer

Retired

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